

**SB-331 Audit Review –
RFP No. 18-06 Jail Services**

COSTA MESA, CALIFORNIA

matrix 
consulting group

April 3, 2018

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1. INTRODUCTION AND OVERVIEW

This report presents the results and findings of the SB-331 review conducted on the RFP (RFP No. 18-06) issued by the City of Costa Mesa for Jail Services. This review was conducted to ensure the City was in compliance with the provision of the state statutes *et seq.* regarding the review of contracts that was imposed by the passage of SB-331 and codified at Public Contract Code sections 22175 . In part, the relevant sections of the legislation impose the following requirements on certain contracts to be entered into by municipalities that are subject to the requirements (i.e. – those that have adopted certain legislation commonly referred to as COIN legislation).

22178. (a) This chapter shall apply to any contracts with a value of at least two hundred fifty thousand dollars (\$250,000), and to any contracts with a person or entity, or related person or entity, with a cumulative value of at least two hundred fifty thousand dollars (\$250,000) within the fiscal year of the city, county, city and county, or special district, being negotiated between the city, county, city and county, or special district, and any person or entity that seeks to provide services or goods to the city, county, city and county, or special district, in the following areas: accounting, financing, hardware and software maintenance, health care, human resources, human services, information technology, telecommunications, janitorial maintenance, legal services, lobbying, marketing, office equipment maintenance, passenger vehicle maintenance, property leasing, public relations, public safety, social services, transportation, or waste removal.

(b) The city, county, city and county, or special district shall designate an unbiased independent auditor to review the cost of any proposed contract. The independent auditor shall prepare a report on the cost of the contract and provide the report to all parties and make it available to the public before the governing body takes any action to approve or disapprove the contract. The report shall comply with the following:

(1) The report shall include a recommendation regarding the viability of the contract, including any supplemental data upon which the report is based, and shall determine the fiscal impacts attributable to each term and condition of the contract.

(2) The report shall be made available to the public at least 30 days before the issue can be heard before the governing body and at least 60 days before any action to approve or disapprove the contract by the governing body.

Any proposed changes to the contract after it has been approved by the governing body shall adhere to the same approval requirements as the original contract. The changes shall not go into effect until all of the requirements of this subdivision are met.

- (c) The city, county, city and county, or special district shall disclose all offers and counteroffers to the public within 24 hours on its Internet Web site.
- (d) Before approving any contract, the city, county, city and county, or special district shall release a list of names of all persons in attendance, whether in person or by electronic means, during any negotiation session regarding

the contract, the date of the session, the length of the session, the location where the session took place, and any pertinent facts regarding the negotiations that occurred in that session.

- (e) Representatives of the governing body shall advise the governing body of all offers, counteroffers, information, or statements of position discussed by the contracting person or entity and city, county, city and county, or special district representatives participating in negotiations regarding any contract.
- (f) Each governing body member and staff members of governing body offices shall disclose publicly all verbal, written, electronic, or other communications regarding a subject matter related to the negotiations or pending negotiations they have had with any official or unofficial representative of the private entity within 24 hours after the communication occurs.
- (g) A final governing body determination regarding approval of any contract shall be undertaken only after the matter has been heard at a minimum of two meetings of the governing body wherein the public has had the opportunity to review and comment on the matter.

The Matrix Consulting Group was requested pursuant to its agreement with the City of Costa Mesa to serve as an unbiased independent auditor to review the cost of the proposed contract, prepare a report on the cost of the contract and provide a report to the City. The report was to include the following:

- A recommendation regarding the viability of the contract, including any supplemental data upon which the report is based, and shall determine the fiscal impacts attributable to the terms and conditions of the contract.

The following section summarizes the key findings of the overall assessment of this RFP and the response received.

OVERALL ASSESSMENT AND FINDINGS

The City of Costa Mesa issued RFP No. 18-06 to secure jail services for the City. The City has had a contract with G4S Secure Solutions (USA) Inc., a Florida corporation registered to do business in California, for the provision of jail custody and management services. The original contract was executed on June 26, 2013 to provide jail custody and management services. This contract was amended several times including: February 24, 2014 to clarify the requirements relating to employee background investigations; and extension of the term of the Agreement (Section 4.1) to extend the agreement two additional one (1) year periods; and on May 17, 2016 to extend the agreement to June 25, 2017; and on June 15, 2017 to extend the term for one (1) additional year through June 25, 2018.

The subject RFP was released on November 22, 2017 as RFP No. 18-06 titled “Jail Services”. The full RFP can be reviewed in Appendix A and the proposed vendors response is provided in Appendix B. The Cost Proposal of the respondent outlines the following position costs and total contract costs:

G4S Custody Officer Services
City of Costa Mesa - Jail Support Service
Year 1 - (2018-2019)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
CPO Custody Supervisor (1 FTE - Exempt)	40	\$ 31.25	\$ 49.94	\$ 8,656.27	\$ 103,875.20
CPO Custody Shift Lead Officer (3.2 FTE - Non-Exempt)	128	\$ 21.50	\$ 38.04	\$ 21,099.52	\$ 253,194.24
CPO Custody Officer (6.8 FTE - Non-Exempt)	272	\$ 19.50	\$ 34.94	\$ 41,182.61	\$ 494,191.36
	440			\$ 70,938.40	\$ 851,260.80

G4S Custody Officer Services
City of Costa Mesa - Jail Support Service
Year 2 - (2019-2020)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
CPO Custody Supervisor (1 FTE - Exempt)	40	\$ 32.19	\$ 51.33	\$ 8,897.20	\$ 106,766.40
CPO Custody Shift Lead Officer (3.2 FTE - Non-Exempt)	128	\$ 22.50	\$ 39.67	\$ 22,003.63	\$ 264,043.52
CPO Custody Officer (6.8 FTE - Non-Exempt)	272	\$ 20.50	\$ 36.53	\$ 43,056.69	\$ 516,680.32
	440			\$ 73,957.52	\$ 887,490.24

G4S Custody Officer Services
City of Costa Mesa - Jail Support Service
Year 3 - (2020-2021)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
CPO Custody Supervisor (1 FTE - Exempt)	40	\$ 33.15	\$ 52.79	\$ 9,150.27	\$ 109,803.20
CPO Custody Shift Lead Officer (3.2 FTE - Non-Exempt)	128	\$ 23.50	\$ 41.25	\$ 22,880.00	\$ 274,560.00
CPO Custody Officer (6.8 FTE - Non-Exempt)	272	\$ 21.50	\$ 38.16	\$ 44,977.92	\$ 539,735.04
	440			\$ 77,008.19	\$ 924,098.24

The prior contract, initially entered into between the parties in outlined an annual cost of \$743,329.60 for 40 hours per week of jail superintendent services, 120 hours per week of lead custody officer services, and 280 hours per week of custody officer services. These are essentially the same levels of service (with an 8 hour differential in custody

officer services, as contemplated under the proposed agreement. The rates under this contract have not increased since the original contract was signed in June 2013.

Our review of the proposed contract costs, in comparison to the prior contract, and the response provided by the vendor to the RFP, indicate these are reasonable costs – based upon a fair and competitive RFP process. It is unfortunate that the City of Costa Mesa did not receive additional responses to the RFP, but a review of the RFP does not indicate anything within the RFP that would be perceived as a barrier to open competition in the marketplace.

The direct costs of service provision (labor costs) and overhead / contract management costs for each year of the proposed contract are as follows:

Contract Year	Direct Labor Costs	Overhead / Contract Mgmt.	Total Cost
2018-19	\$483,912.00	\$367,348.80	\$851,260.80
2019-20	\$506,667.20	\$380,823.04	\$887,490.24
2020-21	\$529,464.00	\$394,634.24	\$924,098.24

The annual increases for direct labor costs each year ranges from 3% for custody supervisor position, 4.4% for custody shift leader, and approximately 5% (5.1% and 4.8%) for the custody officer positions. It is unknown whether these annual increases will match or exceed typical cost of living increases for the local labor market.

The project teams review indicates that annual costs, as proposed by the vendor in response to the City's RFP would approximate the following in each year of the contract:

- **Year 1 – 2018-2019:** \$851,260.80;
- **Year 2 – 2019-2020:** \$887,490.24; and
- **Year 3 – 2020-2021:** \$924,098.24.

The analysis finds that the RFP response, relative to costs, is appropriate and based upon prior contract terms (especially price) are reasonable and in alignment with the services requested. The annual increases, while not known how they relate to future cost of living increases, are not out of alignment with increases recently seen in the public sector.

APPENDIX A – RFP ISSUED FOR JAIL SERVICES

RFP No. 18-06.C01904



REQUEST FOR PROPOSAL

FOR

JAIL SERVICES

RFP No. 18-06



Police Department

CITY OF COSTA MESA

Released on November 22, 2017

RFP No. 18-06.C01904

**REQUEST FOR PROPOSAL
FOR
JAIL SERVICES**

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified organizations (hereinafter referred to as “Proposer”) to provide jail services for Costa Mesa Police Department. The awarded Contractor, (hereinafter referred to as “Contractor”) in accordance with the Sample Professional Service Agreement, **Appendix A** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation attachments/exhibits. The term is expected to be for three (3) years with two (2) one-year options to renew.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$117 million and a total budget of over \$145 million for fiscal year 2016-2017.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 110,757 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa adopted a Civic Openness in Negotiations (COIN) ordinance for labor contracts to use a process to evaluate, negotiate, and approve specified goods or services contracts valued at least Two Hundred Fifty Thousand Dollars (\$250,000) or more. SB 331 Civic Reporting Openness in Negotiations Efficiency Act (CRONEY) shall apply to any contracts with at least Two Hundred Fifty Thousand Dollars (\$250,000) or more, within the fiscal year of the City. In the event that the contract has a cumulative value of at least Two Hundred Fifty Thousand Dollars (\$250,000) or more within a fiscal year, SB 331 Civic Reporting Openness in Negotiations Efficiency Act (CRONEY) will be applicable. Visit <http://alcl.assembly.ca.gov> for SB 331.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City’s Purchasing Department

RFP No. 18-06.C01904

contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on the City's website at www.costamesaca.gov. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check the City's website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

Release of RFP	November 22, 2017
Mandatory Pre-Proposal Meeting	November 29, 2017 at 11:00 a.m.
Deadline for Written Questions	December 5, 2017 at 11:00 a.m.
Responses to Questions Posted on Web	December 8, 2017
Proposals are Due	December 13, 2017 at 11:00 a.m.
Interview (if held)	January 11 - 12, 2018
Approval of Contract	TBD

**All dates are subject to change at the discretion of the City.

Pre-Proposal Meeting: A **MANDATORY pre-proposal meeting** will be held on Wednesday, **November 29, 2017 at 11:00 a.m.** in Conference Room 1A at City Hall, 77 Fair Drive, Costa Mesa, CA 92626. A pre-proposal meeting is held to allow for questions and clarification concerning the City's RFP process, scope of services and subsequent contract award.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- Vendor Application Form and Cover Letter:** Complete Vendor Application Form, **Appendix B** and attach to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed.

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- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Attachment A** of this RFP.

- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
 6. Firms, individuals and entities wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City

- **Qualifications & Experience:** Describe the qualifications and experience of the organization or entity performing services/projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
 2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

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3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
5. How many years have you been in business under your present business name?
6. List all business names that you operate in the County of Orange that are involved in jail services and/or related services.
7. List all businesses for which you or your business manager have filed for bankruptcy protection while operating under a contract involving ambulance operator staffing and/or ambulance transportation related services.
8. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.
9. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
10. Provide copies of the organization's ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the manner in which these standards will be evaluated and maintained. The materials may include, but are not limited to:
 - a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business Bureau.
 - b. Membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards.
 - c. Evidence of training and education in customer service, maintaining quality standards and/or maintaining quality standards received by the firm, its employees and its subcontractors.
 - d. Letters of recommendation from customers and contracting agencies.
 - e. Copies of instructional material used to ensure employee adherence to ethical, quality and customer service standards.
 - f. A list of references that will attest to the organization's ethical, quality and service standards. The list should include the name, address and telephone number of the

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person who may be contacted and a description of the relationship between the organization and the reference.

11. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- Financial Capacity:** Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.
- Staffing:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions (i.e., an Account Manager, Supervisor, Shift Leads, and Custody Officers). Provide a list of staff who will be assigned under this contract and indicate the functions that each will perform. Include a resume for each designated individual.

The information requested in this section should describe how Proposer intends to fulfill all staffing-related requirements specified in the Scope of Work. The Proposer shall identify how they will establish and maintain full staffing within the jail, a retention plan consisting of a progressing salary scale, reserve staffing, and quarterly or bi-monthly recruitments with interviews and backgrounds.

Proposer agrees that, once assigned to work under the contract, key personnel shall not be removed or replaced without written notice to Costa Mesa Police Department.

If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the Costa Mesa Police Department, and shall, subject to the concurrence of the Costa Mesa Police Department, replace such personnel with personnel of substantially equal ability and qualifications.

- Cost Proposal:** All Proposers are required to use **Cost Proposal, Attachment B** to be submitted with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.
- Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any

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current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**

- Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix A**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 12 of this RFP below.
- Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix B** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Cost Proposal
 5. Disclosure of Government Positions
 6. Disqualifications Questionnaire

2. Process for Submitting Proposals:

- Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City.
- Number of Proposals:** Submit one original, five (5) hard copies plus one electronic copy/flash drive of your Proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.
- Submission of Proposals:** Complete written Proposals must be submitted in sealed envelopes marked and received no later than **11:00 a.m. (P.S.T) on December 13, 2017** to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

City of Costa Mesa
City Hall
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200
RE: RFP No. 18-06 JAIL SERVICES

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- **Inquiries:** Questions about this RFP must be directed in writing, via e-mail to:

RFP Facilitator: Stephanie Urueta at stephanie.urueta@costamesaca.gov

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa-Official City Web Site-Business-Bids & RFP's](#). Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than **December 5, 2017**. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
 - **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
 - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).
- 3. Evaluation Criteria:** The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

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1. **Method of Approach ----- 25%**
2. **Qualifications of Experience ----- 25%**
3. **Staffing ----40%**
4. **Cost Proposal ---- 10%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. Initial Proposal Review: The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals, Discussions: Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **January 11 – 12, 2018** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the

evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

- 5. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation

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and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. Ex Parte Communications: Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any

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individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix B** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- 10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.
- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix B**.
- 12. Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix A** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

- 13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix B**.
- 14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#). Proposers should check this web page daily for new information.

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**APPENDIX A
SAMPLE
PROFESSIONAL SERVICE AGREEMENT**

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”), attached hereto as Exhibit “A,” and Consultant’s Response to City’s RFP (the “Response”) attached hereto as Exhibit “B,” both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the

authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be renewed by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

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IF TO CONSULTANT:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-
Fax: (714) 754-
Attn: _____

Provide courtesy copy to:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Department

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City’s Council Policy 100-5, attached hereto as Exhibit “F” and incorporated herein by reference. Consultant’s failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys’ Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys’ fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant’s obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant’s sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of

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the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files

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furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and sub-consultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or sub-consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

[Mayor or City Manager]

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Police Chief

Date: _____

APPROVED AS TO PURCHASING:

Interim Finance Director

Date: _____

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**APPENDIX B
FORMS**

**Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References**

RFP No. 18-06.C01904



**VENDOR APPLICATION FORM
FOR
RFP NO. 18-06
JAIL SERVICES**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL SOLE PROPRIETORSHIP

PARTNERSHIP UNINCORPORATED ASSOCIATION

RFP No. 18-06.C01904

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

RFP No. 18-06.C01904

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer’s representatives have not had any communication with a City Councilmember concerning **RFP No. 18-06 JAIL SERVICES** at any time after **November 22, 2017**.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer’s representatives have communicated after **November 22, 2017** with a City Councilmember concerning **RFP No. 18-06 JAIL SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

RFP No. 18-06.C01904

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ **No** _____

If the answer is yes, explain the circumstances in the following space.

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DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

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COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: _____

Company Legal Status (corporation, partnership, sole proprietor etc.): _____

Active licenses issued by the California State Contractor’s License Board: _____

Business Address: _____

Website Address: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Is your firm a sole proprietorship doing business under a different name: ____ Yes ____ No

If yes, please indicate sole proprietor’s name and the name you are doing business under:

Is your firm incorporated: ____ Yes ____ No If yes, State of Incorporation: _____

Federal Taxpayer ID Number: _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this solicitation: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Contact person for accounts payable: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Name of Project Manager: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

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COMPANY PROFILE & REFERENCES

(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Email: _____

Address: _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Address: _____

Email: _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Email: _____

Address: _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Address: _____

Email: _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Email: _____

Address: _____

Brief Contract Description: _____

ATTACHMENT A

**SCOPE OF WORK
FOR
JAIL SERVICES**

I. SUMMARY

The Costa Mesa Police Department’s Type I Jail Facility is located at the Costa Mesa Police Department, 99 Fair Drive, Costa Mesa, CA. The facility consists of six four-person holding cells, with one sobering cell, and two safety cells. The facility is staffed twenty-four hours per day, seven-days per week, and 365 days of the year.

Historical bookings for the Jail over the last three years is:

	<u>2015</u>	<u>2016</u>	<u>2017*</u>
Males	3,096	3,188	2,822
Females	723	887	745
Juveniles	92	99	70
Total	3,911	4,174	3,637

** As of Nov. 5, 2017*

II. GENERAL INFORMATION

The services provided by the Contractor shall comply with all applicable Minimum Standards specified by all applicable Federal and State requirements, laws and regulations, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facilities, and shall include furnishing all required supervision, labor, clothing, and associated equipment and staff training. Contractor must be duly licensed in accordance with all security industry requirements for the State of California. If selected, the contractor must obtain a valid City of Costa Mesa business license. Custody officer services shall be provided twenty-four hours per day, seven-days per week, and 365 days per year.

III. PROJECT INTENT

The services provided under these specifications shall be of the highest possible caliber. Contractor's personnel shall be qualified, professional and supervised by knowledgeable, attentive management, who shall be available on a twenty-four hour, seven-day a week basis. The Contractor shall pay particular attention to its procedures for hiring, training, providing direction, and retaining individual custody officers assigned to the City.

IV. COSTA MESA POLICE TYPE I JAIL FACILITY OPERATIONS

The custody officers’ responsibilities involve, but are not limited to, receiving, processing, detaining, monitoring, transporting and/or releasing adults and juveniles arrested or detained by officers of the Costa Mesa Police Department, and performing other related duties as outlined in the Costa Police Department Manual and the Costa Mesa Police Department Jail Manual.

These specifications are for uniformed, unarmed, and commissioned or non-commissioned custody officers to be provided at the Costa Mesa Police Department's Type I Jail Facility on a seven-day per week, twenty-four hour per day schedule.

V. STAFFING REQUIREMENTS

The staffing requirements for the City's Jail Facility consist of staffing the required positions for the contract and within the Jail Facility, the establishment of a retention plan with a progressive salary scale for each position within the Jail facility (i.e., Supervisor, Shift Lead, and Custody Officer), and quarterly or bi-monthly recruitments consisting of interviews and backgrounds.

The required positions for the SOW are an Account Manager, Supervisor, Shift Leads, and Custody Officers.

A. Account Manager: The Contractor shall designate an employee to be responsible for acting as a liaison between the Contractor and City. The responsibilities of the positions will be to monitor the performance of the Supervisor, Shift Leads, and Custody Officers. It will also be the responsibility of the Account Manager to ensure the required staffing levels are maintained through both the retention and recruitment plans provided by the Contractor.

B. Supervisor: The Contractor shall designate one custody officer position as the Post Commander/Supervisor. The responsibilities of this position shall include direct supervision of custody personnel and the coordination of custody operations and training on all shifts. In addition, the position is responsible for record keeping, safety and equipment inspections, facility inspections by governing entities and enforcement of all applicable local and state laws, department policies and mandates. The City's representative must approve of the person selected to fill this position. The Post Commander/Supervisor must be able to perform the duties of the custody officer and possess a working knowledge of the laws governing the operation of a Type I Jail Facility. The Post Commander/Supervisor must have a minimum of three years of prior experience with a similar facility.

C. Shift Lead: The Contractor shall designate three custody officer positions as Shift Leads. One Shift Lead will be assigned to each shift. The Responsibilities of this position shall include providing direction and oversight to the other Custody Officers assigned to the designated shift. The Shift Lead must meet the requirements and be able to perform the duties of the custody officer position.

D. Custody Officer: The Contractor shall designate seven custody officers to fulfill staffing needs. The custody officer shall:

1. Be either commissioned or non-commissioned in the State of California
2. Be at least 21-years of age
3. Have a High School Diploma/GED, or better
4. Have a valid California driver's license
5. Have Custody Protective Officer training
6. Meet all minimum screening and background checks required for custody officers
7. Complete required training and orientation mandated in this agreement for custody officers
8. Be First Aid and CPR trained and qualified
9. Have good written and oral communication skills
10. Be able to prepare written and/or computer-based daily logs and reports of incidents that have taken place
11. Be responsible for prisoner tracking and booking information
12. Have a professional appearance
13. Be physically able to perform all aspects of the assignment

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14. Provide favorable references from previous employers
15. Have an acceptable, prior military check of DD form 214 (if applicable)
16. Have a current social security card
17. Have a current green card (if applicable)
18. Be willing to take a drug test at any time and pass

Personnel to be considered for custody officer service shall receive an initial screening and background check by Contractor, at Contractor's expense. Selection of custody officer personnel shall include consideration of character traits, motivation, and ability to perform the mental and physical tasks normally required of custody officer personnel

After thorough screening and interviewing by the Contractor, the applicant shall be interviewed by a representative of the City, and the City will have final approval of Contractor personnel assigned to the City

Contractor shall institute a procedure for performing background checks that includes but is not limited to:

- a. **Employment/Qualifications Verification:** Conduct a five (5) year employer background check to verify the applicant was not terminated for other than honorable circumstances. Also verify periods of unemployment.
- b. **Education:** Conduct a review of the schools attended by the applicant to verify completed educational level. Validate all references made to completing an "Equivalency Test" for High School level.
- c. **Drugs:** Conduct a drug screening test to verify non-usage of drugs. Applicants who are narcotics offenders or use dangerous drugs or use alcohol to an excessive degree will be disqualified.
- d. **Reference Check:** Conduct a minimum of two personal reference checks.
- e. **DMV Check:** Verify that the applicant has a driving record that reflects reasonable care and judgment. There should be no convictions for moving violations showing disregard for public safety.
- f. **Criminal History:** Conduct a local criminal history check to verify the applicant has no felony convictions. Additionally, the applicant must pass the Live Scan finger printing process.
- g. **Wants and/or Warrants:** Applicant must be clear of any outstanding warrants, any prior felony arrests and any crime involving moral turpitude within five (5) years preceding the date of the application. The applicant may not be on probation or parole for any offense.
- h. **Credit Check:** Conduct a standard credit check to determine financial responsibility. Interview all raters who have given a negative review.
- i. **Psychological Review:** All custody officers must be found to be free from any emotional or mental condition which might adversely affect the exercise of their duties as determined by a licensed psychologist who has a doctoral degree in psychology and at least five years of postgraduate experience in the diagnosis and treatment of emotional and mental disorders. The custody officer must be found to be free from job-relevant psychopathology, including personality disorders, and a minimum of two objectively scored psychological tests must be used to assess psychological suitability, one normed in such a manner as to identify patterns of abnormal behavior and the other geared toward assessing dimensions of normal behavior. A clinical interview is also required if the test results are inconclusive or suggest that the candidate should be disqualified.

Background checks and packets shall be furnished to the City for review within two weeks of the applicant being interviewed and approved by the City representative.

No custody officer working for the Contractor will be allowed to work under this agreement unless he/she is approved by the City. Contractor shall submit to the City and maintain a list of its employees' names that have been cleared and are or will be assigned to the Costa Mesa Police Department's Type I Jail Facility. A list

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should be created, by the Contractor, which includes at least two employees who can fill potential vacancies. Employment applications for each employee will also be submitted to the City.

All employees of the Contractor who are not assigned to work at the Costa Mesa facility must comply with all security rules in place when visiting the City.

Custody officer personnel shall be trained, uniformed and supervised. Contractor shall provide the uniform and all other items of clothing and apparel, as required. Uniforms are to be at City's election.

Upon termination of a custody officer, Contractor will recover all keys, identification badges, gate remotes, and parking passes from such custody officer. All items belonging to the City will be turned in immediately upon termination.

Contractor agrees to remove immediately, all employees, at any location, who fail to follow establish department or state procedures and/or who are deemed by the City to be unfit to perform assigned tasks.

Contractor shall institute a plan to maintain a competitive salary schedule for each Custody Officer for retention purposes.

VI. TRAINING

Contractor shall comply with all applicable training requirements of Title 15 (Minimum Standards for Local Detention Facilities) of the California Code of Regulations, including requirements relating to training of supervisors and custody officers.

Upon employment, in addition to maintaining First Aid and CPR certification for all custody officers, Contractor shall provide, at its own expense, a City-approved Initial Training program consisting of approximately 50-hours of instruction material taken from the Costa Mesa Police Department Jail Manual, plus sufficient on-going training to ensure custody officers remain up-to-date with changes in custody operations and safety issues. The general categories of instruction shall include:

1. Orientation to the City of Costa Mesa Police Department
2. Operation liabilities
3. Minimum standards
4. Classification and segregation of inmates
5. Emergency procedures
6. Suicide prevention
7. Fire safety
8. Transportation of prisoners
9. Booking and release procedures, which include the automated booking system (JMS—Jail Management System) and Live Scan
10. Security and control
11. Reports and data entry
12. Handling confidential information
13. Court testimony
14. Sexual Harassment
15. Violence in the Workplace
16. Prison Rape Elimination Act
17. All custody officers shall complete eight hours of specialized training required by Title 15 and Title 24 of the California Code of Regulations. Such training shall include, but not be limited to:

- a. Applicable minimum jail standards
- b. Jail operations liability
- c. Inmate segregation
- d. Emergency procedures and planning
- e. Suicide prevention
 - i. Such training shall be completed as soon as practical, but in any event not more than six months after the date of assigned responsibility. Eight hours of refresher training shall be completed once every two (2) years. In accordance with the initial training, Contractor will continue to provide on-going training. The necessary training will be provided at Contractor's expense. The Post Commander shall record and retain a copy of each employee's training record on site for inspection by the City's representative.

VII. SCHEDULING REQUIREMENTS

1. The Contractor shall maintain an adequate number of qualified personnel to perform the custody officer requirements. Contractor will fill any absence or vacancy immediately, to ensure that minimum staffing is retained at all times.
2. The Contractor shall provide additional staffing for special events and/or designated holidays, such as the Orange County Fair, DUI checkpoints, 4th of July, New Year's Eve, etc. The exact hours and shifts shall be determined by the City and reported to the Contractor. Sufficient notice shall be given to the Contractor allowing for the appropriate scheduling.
3. Contractor agrees to staff the Costa Mesa Police Department Type I Jail Facility with qualified, unarmed, uniformed, and trained personnel sufficient to maintain staffing 24-hours per day, seven-days per week, and 365-days per year through four designated shifts. This consists of two custody officers per shift and at any given time. Optimal staffing is one male and one female custody officer on duty at all times. Specific schedules will be determined by the needs of the City. In addition, Contractor shall maintain the availability of at least one additional trained officer for temporary deployment when needed, to fill any vacancy, within two hours. The City shall not be responsible for any potential "on-call" costs.
4. Contractor will provide adequate staffing to facilitate the booking, housing, transportation, and other associated tasks that go along with processing the aforementioned volume of inmates.

VIII. UNIFORMS

Contractor shall provide, at Contractor's expense, all necessary uniforms, associated uniform articles of clothing agreed upon by both parties and equipment, such as, but not limited to, utility belts, handcuff holders, keepers, key ring, etc.

IX. SECURITY AND CONTROL

Contractor shall be responsible for providing prisoner security within the Costa Mesa Police Department's Type I Jail Facility and during transportation by Contractor personnel in accordance with applicable Minimum Standards specified by all applicable Federal and State requirements, laws and regulations, applicable court orders, the California Corrections Standards Authority, the Costa Mesa Police Department Manual, and the Costa Mesa Police Department Jail Manual whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility. Regular security inspections of the facility and prisoners will be conducted and documented as required by the City. The Contractor's security measures may be reviewed, on a regular basis, to include facility control, internal and external security, search and seizure practices, and emergency procedures.

X. EMERGENCY PROCEDURES

The City Jail has in place procedures to follow in the event of an emergency, outlined in the attached Jail Manual, and shall be adhered to by the Contractor's staff.

XI. USE OF FORCE

The City Jail has in place a use-of-force policy. The Contractor shall follow the policy and report all incidents according to policy and mandates, and provide all associated written reports, in a timely manner, to the City.

XII. RECORDS

Contractor shall be responsible for the timely completion of all inmate and related records as required by the City and applicable Minimum Standards specified by all applicable Federal and State requirements, laws and regulations, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility. Contractor shall be responsible to maintain all related records to be in compliance with all County and State regulations and inspections. All such records remain the property of the City of Costa Mesa.

XIII. RISK MANAGEMENT

Contractor shall be responsible for identifying risk and exposures and the implementation of a risk management program to deal effectively with them. Major emphasis should be placed upon personal safety, control and search procedures, and biohazard issues related to the handling of prisoners. Custody supervisor shall be present during all facility inspections and audits conducted by governing entities.

XIV. HEALTH AND SAFETY

Contractor shall operate the Costa Mesa Police Department Type I Jail Facility in compliance with all applicable Minimum Standards specified by all applicable Federal and State requirements, laws and regulations, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented, relative to safety and general operations. Regular safety inspections will be conducted and documented as required by the City. The Contractor will retain on file all completed inspection forms and other related documents for review.

XV. MAINTAINANCE OF TYPE I JAIL FACILITY

Contractor shall be responsible for maintaining the cleanliness and sanitation of the Costa Mesa Police Department Type I Jail Facility as required by the Department and County Health Standards. The Post Commander/Supervisor will make available weekly a list of supplies that need to be provided to carry out the duties and maintenance associated with the Costa Mesa Police Department's Type I Jail Facility. The Contractor shall maintain a record of all maintenance activity and provide a copy to the City and/or appropriate inspection authorities upon request.

XVI. USE OF TYPE I JAIL FACILITY

The Jail facility building will not be used as a training site for employees of Contractor destined for assignment to other account/location.

XVII. SANITATION AND HYGIENE

The Contractor shall provide equipment and supplies to ensure a clean and healthy environment at all times. Hygiene items must be provided to inmates for their personal use as mandated by applicable laws and regulations.

XVIII. FOOD SERVICES

The Contractor's staff will provide food services to all inmates. The meals provided shall adhere to the applicable Minimum Standards specified by all applicable Federal and State requirements, laws and regulations, applicable court orders, the California Corrections Standards Authority, the Costa Mesa Police Department Manual, and the Costa Mesa Police Department Jail Manual, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility.

XIX. PROPERTY

The Contractor will provide for the secure storage of inmate personal property. If the property is lost or damaged while under the care of the facility, inmates can use the facility's grievance process to seek reimbursement for the lost or damaged property.

XX. GRIEVANCE PROCEDURE

The Contractor shall allow inmates access to a reasonable, impartial, and nondiscriminatory grievance procedure, which includes a final level of appeal to the State. The facility operator is responsible for responding to grievances on matters occurring during the inmates' incarceration in the City Jail.

XXI. INMATE SERVICES

The Contractor will be responsible for supplying, at the Contractor's expense, and providing all required bedding materials as mandated through Minimum Standards specified by all applicable Federal and State requirements, laws and regulations, applicable court orders the California Corrections Standards Authority, the Costa Mesa Police Department Manual, and the Costa Mesa Police Department Jail Manual, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility. .

XXII. CORRESPONDENCE

The Contractor shall allow inmates telecommunication access with Minimum Standards specified by all applicable Federal and State requirements, laws and regulations, applicable court orders, the California Corrections Standards Authority, the Costa Mesa Police Department Manual, and Costa Mesa Police Department Jail Manual, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility. The inmate telecommunications services, which include City-owned telephones required for use as outlined in section 851.5 of the California Penal Code, and the payphones inside each regular housing cell, will be provided, maintained, and serviced at the expense of the City.

XXIII. MEDICAL ATTENTION AND MEDICAL CLEARANCES

Contractor's staff shall ensure that a full medical screening questionnaire is filled out, from the onset of the booking process, for each inmate screened in the pre-booking process. If there is medical concern(s) that would

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preclude the booking of an inmate, as outlined in the Costa Mesa Police Department Jail Manual, the booking will be refused and the arresting officer or transporting officer will be directed to obtain a medical clearance, from a licensed physician, prior to acceptance of the inmate or officer will be required to book the inmate at another custody facility.

XXV. CITY CUSTODY VAN

The City will make available the City-owned custody van to the Contractor and its staff for the purpose of transporting City inmates and for other business directly related to Jail operations. All Jail staff members are expected to operate the City-provided custody van in a safe, courteous, and legal manner at all times. The Contractor will furnish its own full coverage vehicle insurance. The City will provide maintenance services and fuel.

XXVI. TRANSPORTATION

The Contractor shall provide transportation of inmates to and from locations, as needed. The Contractor will work with the Orange County Sheriff's Department to ensure transportation of inmates scheduled for arraignments is done at a time(s) suitable for a timely appearance(s). The Contractor will also provide transportation services for those inmates who are being relocated to another custody facility, such as Orange County Jail, Huntington Beach City Jail, Santa Ana City Jail, Anaheim City Jail, etc. Those inmates who must be booked directly into Chino Prison (i.e. parole violators) will be the responsibility of the City.

XXVII. ADDITIONAL SERVICES

From time to time, the City may request additional custody officer services beyond that which is specifically set forth herein. Such additional work will be mutually agreed upon by City and Contractor.

RFP No. 18-06.C01904

**ATTACHMENT B
COST PROPOSAL
FOR
JAIL SERVICES**

Provide hourly rates, along with estimated annual pricing in accordance with the City’s current requirements, as set forth in the scope of work. These hours are subject to fluctuation, but shall be used for the purpose of pricing comparison.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor’s website at www.bls.gov.)

Employee	Hourly Rate	Overtime Rate
Supervisor	\$	\$
Shift Lead		
Custody Officer	\$	\$
Supervisor Hourly Rate x 40 hours/week x 52 weeks/year		
Shift Lead Hourly Rate x 40 hours/week x 52 weeks/year	\$	
Custody Officer Hourly Rate x hours/week x 52 weeks/year	\$	
TOTAL ESTIMATED ANNUAL PRICE	\$	

APPENDIX B – G4S SECURE SOLUTIONS RFP RESPONSE



City of Costa Mesa
Stephanie Urueta, RFP Facilitator
City Hall, Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200
stephanie.urueta@costamesaca.gov

JAIL SERVICES
RFP No. 18-06

December 13, 2017

G4S Secure Solutions (USA) Inc.
Jorge Villaverde, General Manager
2300 East Katella Avenue, Suite 150
Anaheim, CA 92807
714-939-4900
jorge.villaverde@usa.g4s.com



Jail Services RFP No. 18-06
 Police Department
 City of Costa Mesa

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Jail Services RFP No. 18-06
Police Department
City of Costa Mesa

Vendor Application Form and Cover Letter

December 13, 2017

Stephanie Urueta
RFP Facilitator
City of Costa Mesa
City Hall
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200

RE: RFP No. 18-06 JAIL SERVICES

Dear Ms. Urueta,

On behalf of our dedicated Orange County office staff, we appreciate the opportunity to submit our proposal to provide jail custody services for the City of Costa Mesa's Type I Jail Facility. G4S currently provides Custody Officer Services to the City of Costa Mesa and other Southern California Police Departments, and we strongly believe that we can offer the City a cost efficient, yet quality solution to its current operating cost challenges.

Our primary objective is to provide highly qualified and trained personnel to meet the City's goal of maintaining a professional jail service program while having the operation transition from in-house to contract be seamless.

This objective includes the following goals that comprise our overall solution:

- The staffing of CMPD Custody Officer Positions with G4S' premier Custom Protection Officer® Program, the most qualified and highest caliber of officers in the industry.
- Providing documented efforts to recruit, hire and train a Jail Supervisor (internal or external candidate) who has, at minimum 3 years' experience operating within a similar working environment.
- Providing comprehensive and documented background checks that meet or exceed all background check requirements set out in the RFP.
- Provide state standard training required for all Custody Officers to operate in a Type I Jail Facility including Title 15, Article 3, Training, Personnel and Management, Section 1020 and Section 1021.
- Provide 40 hours of G4S mandated internal training for all Custom Protection Officers
- Provide 50 hours of instruction material taken from Costa Mesa Police Department Jail Manual.
- Provide 200 hours of Standards & Training for Corrections (STC training), including annual refresher training and 8 hours of CMPD policy.
- Operate in compliance with State statute 6031.6 CPC mandating operational procedures for privately operated jail facilities.

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- Provide competitive wages, benefits and incentive plans for all officers including Medical, Dental and Vision programs, 80 hours of annual vacation hours per employee, and much more.

A key element to our established success lies in our commitment to provide our clients with consistently superior security and custody services. Our local management team endeavors to understand each of our client's unique objectives so that we can better serve them. We encourage you to follow-up with our references which include the Irvine, La Habra, Azusa, Beverly Hills and Whittier Police Departments to name a few. Throughout California and Arizona, G4S provides detention officer services, including transportation, to the Department of Homeland Security-Immigration and Customs Enforcement (ICE).

We have made efforts to provide a fair and equitable cost proposal to ensure the highest quality of service will continue to be provided to the Costa Mesa Police Department (CMPD). Our proposal provides a basic overview of our service delivery to allow CMPD the opportunity to evaluate the cost savings and benefits associated with contracting jail services.

The service address for the G4S office nearest to the CMPD and the office where project management will be housed from is:

G4S Orange County
2300 East Katella Avenue, Suite 150
Anaheim, CA 92807
714-939-4900 (Office)

This proposal will be valid for 180 days from submittal. If you have any questions, please feel free to contact me at 714-939-4900 or jorge.villaverde@usa.g4s.com.

Regards,

Jorge Villaverde
General Manager
Orange County Area Operations



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Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work, Attachment A of this RFP.

Since 2013, G4S has provided Costa Mesa Police Department's Jail with custody services officers, providing arrestee booking, live scan administration, safety inspections, Title 15 Training, and transport services. Below are brief summaries of each Scope of Work section and our understanding of work and objectives to be accomplished.

Recruitment

G4S will fulfill all requirements outlined in section on Staffing Requirements and we will fulfill these requirements by retaining and recruiting additional personnel into our Custom Protection Officer Program.

G4S is experienced in hiring both male and female personnel that qualify under G4S requirements to work in this environment and are recruited to handle both male and female inmate intake at other facilities in which we provide these services.

Background Checks

G4S has reviewed all staffing requirements and our background check requirements meet or exceed these requirements. G4S standard background checks outlined on page 32.

Training

G4S meets and exceeds all training requirements outlined in the Training section. For more information on our training plan, please see page 8 of our proposal.

Food, Linen and Cleaning Services

In reference to sections on Maintenance of Type I Jail Facility, Sanitation and Hygiene, Food Services, and Inmate Services, G4S is compliant under the current contract. G4S is experienced in the issuance of food and linens on a daily basis at all other Type I facilities we currently operate within. We also have experience administering food services provided that all items are purchased by the City.

Scheduling

G4S agrees to continue staffing the Costa Mesa Police Department Type I Jail Facility with qualified, unarmed, uniformed, and trained personnel sufficient to maintain staffing year-round, 24-hours per day, seven-days per week, and 365-days per year. Specific schedules will be determined by the needs of the City. In addition, G4S shall maintain the availability of at least one additional trained officer for deployment when needed, to fill any vacancy, within two hours. G4S will also provide services for sobriety checkpoints and event services to support the department when needed.



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Transportation

G4S has extensive experience handling transportation needs for a number of our local police department clients and federal clients. Transportation services will use a City Custody Van to and from the Orange County, Los Angeles County, San Bernardino County and Riverside County Jails and pickups/drop offs at local hospital of inmates at times. G4S CPOs can operate vehicles under 10 total passengers. Vans with 10 or more total passengers require a Class B licenses, which has additional costs.

Compliance

It is G4S' experience in our contract operations at current police department jail facilities to operate as a Type I Jail Facility and in compliance with State statute 6031.6 CPC, which mandates privately operated jails, under contract to public entities to operate in compliance with all appropriate state and local building, zoning, health, safety, and fire statutes, ordinances and regulations, and with the minimum jail standards established by regulations adopted by the CSA as set forth in Subchapter 4 of Chapter 1 of Division I of Title 15 CCR. Our operation if selected by the City of Costa Mesa would also be in full compliance.

Method of Approach

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

As the City of Costa Mesa's incumbent contract security provider, G4S' transition approach will not require the components for a new start-up program. Over the years, wage rates have not increased and this has resulted in a significant number of assigned officers obtaining higher paying jobs in the area. To ensure full staffing at all times, G4S will:

- Recommend an additional Custody Officer position to cover vacations, call offs, etc.
- Hold recruitment drives in tandem with the Police Department as needed to fill any vacancies or anticipated vacancies. Recruitment will also be ongoing while openings exist.

Below are G4S' implementation tasks:

Week 1

- Post jobs both internally and externally. We will advertise the positions through our Career Center, Indeed, Craigslist for 7 days in Orange County, Los Angeles County, and the Inland Empire to obtain the maximum applicant flow in order to select the best candidates available.
- We will review applications daily to shortlist the best prospects and schedule vetted applicants for panel interviews.

Week 2

- Panel interviews will be conducted in Los Angeles on Tuesday or Wednesday (both days



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if required). We will ask the PD to be in attendance.

- Selected candidates will be sent for drug screen to continue the hire process.
- Candidates will then be sent to CMPD after the drug screen result to Livescan at the police department.
- Prior to assignment, G4S will assemble and submit background binders to CMPD that contain the following:
 1. Fully completed background and application.
 2. Proof of education. Transcripts are required as they will not accept a copy of the diploma.
 3. Drug screen & Physical results
 4. Proof of US Citizenship
 5. MMPI and Clinical evaluation with Costa Mesa PD psychologist at a cost of approximately \$250 to G4S.

Week 3

- Candidates undergoing background investigation will attend G4S CPO training.

Week 4

- Once the background is completed, the background investigation binders will delivered to CMPD for approval and to start OJT.

2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

G4S has specific directives for new hire recruitment, selection and screening in our Human Resource policies and procedure manuals. These include recruiting and selection procedures; interviewing, basic qualifications and background screening procedures; and new hire placement procedures that will ensure that G4S adheres to the City's citizenship policies and regulations.

G4S will only consider individuals for employment who meet the following:

- *Be a citizen of the United States*
- *At least 21 years of age. All applicants shall be able to withstand the physical demands of the job and be capable of responding to emergency situations.*
- *Be a high school graduate or have a General Educational Development (GED), or equivalency.*
- *Be able to read, write, and speak the English language fluently*
- *Be free from conviction of any felony*
- *Be free from conviction of any misdemeanor crime of domestic violence in accordance with Title 18, Section 922(g) (9) of the United States Code.*
- *Good health, emotionally stable, mentally alert and able to perform job responsibilities*



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- *Possess a dependable and reliable work and character background that indicates an ability to work harmoniously with others*
- *If served in the military service, received an Honorable Discharge as specified in DD-214*
- *Must not have been terminated from any previous employment for other than honorable circumstances, unless documented extenuating circumstances can be demonstrated*
- *Provide a contact telephone number, have access to reliable transportation, and be available in an emergency*
- *Possess the capacity to acquire a good working knowledge of all aspects of the job.*
- *Able to operate under stressful situations*
- *Possess basic computer skills and/or security systems knowledge as required by the position*



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Position and Staffing Post Requirements

The following model is a proposed jail staffing model and can be adjusted to fit the needs of CMPD and its staff.

(11) G4S Contracted Officers:

- (1) G4S Jail Supervisor @ 40 Hours Per Week
- (3) G4S Lead Custody Officers (Shift Leads) @ 120 Hours Per Week
- (7) G4S Custody Officers @ 280 Hours Per Week

Proposed Staffing Model

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours Per Week
Day Shift								
G4S Jail Supervisor	0700-1500	0700-1500	0700-1500	0700-1500	0700-1500			40
Custody Officer 1		0700-1500	0700-1500	0700-1500	0700-1500	0700-1500		40
Custody Officer 2	filled by CO #5		0700-1500	0700-1500	0700-1500	0700-1500	0700-1500	40
Swing Shift								
Lead Custody Officer 1	1500-2300	1500-2300	1500-2300			1500-2300	1500-2300	40
Custody Officer 3	1500-2300	1500-2300	1500-2300	1500-2300	1500-2300			40
Custody Officer 4		1500-2300	1500-2300	1500-2300	1500-2300	1500-2300		40
Custody Officer 5	0700-1500			1500-2300	1500-2300	1500-2300	1500-2300	40
Night Shift								
Lead Custody Officer 2	2300-0700	2300-0700			2300-0700	2300-0700	2300-0700	40
Custody Officer 6	2300-0700	2300-0700	2300-0700	2300-0700	2300-0700			40
Custody Officer 7			2300-0700	2300-0700	2300-0700	2300-0700	2300-0700	40
Off Day Coverage								
Lead Custody Officer 3			2300-0700	2300-0700	1500-2300	0700-1500	0700-1500	40
* No Lead Coverage on Thursday 1500-2300 but three jailers on duty								440



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Training Plan

G4S uses a training plan for all assigned security officer and supervisory personnel that is subject to review and approval by the COR. This plan includes pre-assignment classroom, State-mandated training, Government-provided training, on-the-job training, and annual refresher training. These courses are a combination of instructor led, hands-on and online via our Learning Management System.

Component	Hours	Description
Pre-Assignment (Classroom instruction from certified instructors)	200 Hours STC (within 1 year of assignment) 40 Hours of G4S In-House Training	33 learning programs in the following categories: Introduction to General Security Dale Carnegie Customer Service Program Basic Preparedness Life Safety Legalities Integrity Professional Communications Physical Security Interpersonal Relations Proper Bureau techniques for guarding inmates Use and application of restraints Use of Force
On-the-Job Training (OJT)	40	On post, application of classroom-taught lessons Integrity Learning site-specific security per post orders Proper Bureau techniques for guarding inmates Tactics and Positioning Use and application of restraints Hospital/Med Center Tour and Orientation
Annual In-Service Training	24	SCT Training Program topics

In addition, G4S security personnel will complete a City-approved Initial Training program consisting of approximately 50-hours of instruction from the Costa Mesa Police Department Jail Manual, plus on-going training to ensure custody officers stay updated with changes in custody operations and safety issued.



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Quality Assurance

3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

The mission of the G4S Quality Assurance (QA) Program is complete *Customer Satisfaction through Flawless Execution*. Our robust program is designed to validate service performance, create efficient and effective operations, ensure contract compliance and enable ongoing program enhancement.

Our ISO-certified program is institutionalized across the organization and includes a formal QA Steering Committee. The committee is comprised of personnel from our branch offices and corporate headquarters to oversee the program to provide program compliance and facilitate enhancements. Our program begins with stringent **Personnel Compliance** protocols and functions within our operational structure to provide **Satisfaction Assurance**. We then take the extra step of soliciting internal and external **Validation Processes** of our program and utilize all feedback to drive **Continuous Improvement**.

Personnel Compliance

G4S maintains comprehensive policies and processes to attest that quality personnel are recruited, vetted and trained prior to assignment. G4S Human Resource Department and North America Training Institute have received and maintain ISO-certification to standardize and substantiate our protocols. The elements below are reviewed on an annual basis to ensure they are current and remain applicable to our ever-changing market.

- **Sourcing** – Dynamic recruiting and hiring criteria for each position is facilitated through the G4S online Career Center. Our Applicant Tracking System (ATS) assures clients that we are hiring effectively from the start to maximize retention throughout the life of the contract.
- **Vetting** – G4S conducts the most rigorous pre-employment screening process in the industry via our Compliance & Investigations Department which further verifies the caliber of our candidates.
- **Development** – Certified training managers at the corporate and local level provide G4S- and client-specific training to ensure that personnel are fully prepared to execute the duties and responsibilities of a G4S Security Officer. This data can be viewed online at any time via G4S Insight, our online security management portal.
- **Presentation** – Through training, stringent appearance guidelines and corporate-issued uniforms, our officers present an image that is a positive reflection of not only G4S, but most importantly, our customers.

Satisfaction Assurance

G4S has a comprehensive and proven operational plan to confirm all aspects of service are provided in a manner that guarantees customer satisfaction. The operational plan focuses on:

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- **Support** – Customer service is a key element to providing a sound operational program. Clients receive multiple layers of support at the local, regional and corporate level to establish and maintain ongoing communication.
 - G4S Area Offices employ local managers and supervisors who are empowered to provide support to local client contacts.
 - The G4S 24/7 Communication Center provides clients access to trained G4S personnel who support after-hours needs.
- **Procedures** – Standardized policies and procedures are the foundation of our program, as they support consistent and reliable execution of our duties.
 - Post Orders – Mutually agreed upon procedural guidelines and policies for each post are maintained throughout the term of the contract. A secure copy of the Post Orders is available on the G4S Secure Trax® platform to facilitate a current and complete copy for personnel.
 - Labor Scheduling System – G4S’ software platform supports the critical function of scheduling personnel to meet individual customer staffing requirements. Automated prerequisites confirm officer qualifications and certifications prior to post assignment.
 - Time & Attendance – G4S verifies post coverage at each site through the Secure Trax automated officer check-in/check-out function. Clients have the ability to monitor the arrival/departure times of their security posts via G4S Insight.
 - Invoicing – G4S’ Labor Scheduling and Time & Attendance systems are fully integrated to provide accurate invoices and officer payroll. Invoice reports can be generated real-time through G4S Insight to provide clients complete financial transparency.
- **Inspections** – Multi-level assessments are conducted to ensure quality operations across the organization.
 - Announced and unannounced site visits are regularly conducted by local management during each shift to confirm post compliance, conduct additional training as needed and mentor personnel for ongoing development. Inspections are documented via Secure Trax and available for review on G4S Insight.
 - Customer-specific safety and security inspections are conducted via Secure Trax and are documented and communicated real-time on G4S Insight. All inspections are conducted in accordance with specific Post Orders for each location.

Validation Processes

To ensure client satisfaction and complete operational and financial transparency, G4S maintains internal and external validation processes.

- **External Validation**
 - **American Systems Registrar (ASR)** is an established third party auditor to attest G4S policies and procedures are adhered to and that customer standards are met. ASR conducts annual audits of each G4S function certified under ISO 9001:2015.



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- **SAFETY Act Designation** is a testament to our focus on consistent and documented operational activities.
- **Customer Communication** – Providing ongoing communication is the start of a quality program; however, soliciting feedback is how we continually assess customer satisfaction and the effectiveness of the operational plan.
 - G4S conducts at least monthly communication with local client management.
 - Quarterly Business Review Meetings are conducted with local and regional G4S and client management to review and discuss account operations. This is the forum to report account-specific Key Performance Indicators and Service Level Agreements.
 - G4S conducts web-based Customer Satisfaction Surveys requesting feedback from clients' key stakeholders.
- **Client Transparency & Reporting** – G4S Insight is our web-based portal that provides customers with complete transparency to our services in the following core areas:
 - Compliance of KPIs
 - Financial Tracking
 - Incidents
 - Tours and Inspections
 - Staffing
- **Internal Validation**
 - **COMPSTAT** – An organizational methodology which facilitates timely analysis of client needs, COMPSTAT identifies business trends and potential concerns. The result is a collaborative effort for improving customer satisfaction and achieving operational excellence.
 - **Employee Evaluations** - Employees are evaluated at least annually to monitor and assess performance to encourage a positive, productive, client-service attitude.
 - **Internal Audits** - Our independent audit team conducts audits of our local area offices to ensure compliance with operational requirements and local/state/federal laws and regulations. Audits are conducted with the objective of providing recommendations for improvement as warranted.
 - **Operational Scorecards** - To certify that contract objectives are being met on a consistent basis, site supervisors utilize a scorecard to capture daily performance and monitor operational progress.

Continuous Improvement

In keeping with the ISO-certified quality management system criteria we have established protocols to ensure we continuously improve service to our customers.

- **Collaborative Quality Assurance Steering Committee** – G4S maintains a Collaborative Quality Assurance Steering Committee, which meets monthly to review the overall program and to identify areas for growth and improvement. The Committee



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reviews and updates protocols, identifies industry trends and establishes best practices by market segment.

- **Process Development** – Formal issue resolution and preventative action plans are developed to provide continuous improvement of service through proactive and reactive processes.
 - Assessment Capabilities
 - Security/Vulnerability - Site assessments to evaluate security measures in place to identify potential security vulnerabilities
 - Site Technology - Site assessments of technology utilization to identify opportunities where technology may augment or replace personnel
 - Safety - Site assessments to review safety measures in place
- **Personnel Development** – Through continuing education and ongoing training facilitated by our ISO-certified training institute, personnel have the opportunity to advance and develop their career within G4S.

Employee Retention

6. Firms, individuals and entities wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City

The G4S Orange County Area Office maintains an exemplary employee retention and satisfaction record. Over the past five years, we have experienced expansion and contraction of service hours across our extensive customer portfolio due to economic and business decisions on the part of their management. For one of G4S' largest clients in California, the Department of Homeland Security, U.S. Immigration and Customs Enforcement, G4S' staff retention rate has been 95% since 2009.

One of the most important aspects of a successful contract is the stability of the security force, which is directly tied to retention. Our employee retention strategy begins with the hiring of employees that meet G4S and customer-specific standards. The first aspect to promoting retention is to align pay rates with local labor market conditions and customer-specific qualification requirements. Area wage surveys are conducted on a regular basis, and whenever possible, G4S pays its security personnel above average wages in an effort to promote retention and limit turnover. After the pay rate, the employee benefits package plays the most important role in the overall satisfaction of employees and ultimately the retention rate. We have provided an overview of the proposed benefits package for this account in the proposal; however, we are willing to work with the City to negotiate as positive a package as possible to promote retention.

A final element of retention is achieved through training, which emphasizes the need for security officers to take a sense of ownership in the operations of a contract. Employee development is encouraged for all employees and is key to the retention of experienced personnel.

To empower employees, equal opportunity is provided for all personnel to participate in career development. In addition to proper training, career-long learning is critical to employee retention. As a result of our comprehensive retention strategy and overall employee benefits, 82% of G4S employees in North America report they would recommend G4S to a friend.



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Our retention strategy focuses on the following key areas:

- Living wage commensurate with local market conditions and qualification requirements
- Enhanced benefits and incentives
- Proper training
- Career development and growth opportunities
- Management support
- Employee empowerment
- Meaningful communication – G4S recognizes that regular communication with employees is a key factor in employee satisfaction. We tend to communicate with our employees through several formal and informal vehicles. These include, but are not limited to, the following:
 - Supervisor to employee and employee to supervisor dialogue
 - Manuals
 - Post orders
 - Focus publications (continuing education publications)
 - G4S' website
 - Scheduled meetings
 - Pay stub attachments and payroll stuffers
 - Posters
 - G4S News (company publication focused on employee recognition)

Qualifications & Experience

Describe the qualifications and experience of the organization or entity performing services/projects within the past five years that are similar in size and scope to demonstrate competence to perform these services.

9. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.

Founded in 1954 in the U.S., G4S is a leading provider of security solutions and a primary provider of security services to city, county, state and federal clients, representing more than 180,000 hours of security service each week and marked by more than five decades of experience to public agencies. G4S has provided the requested services for the City of Santa Ana since 2011. We provide services similar to the City of Costa Mesa at numerous city, county, state and federal facilities, including The City of Los Angeles and the Los Angeles Police Department (COLA), Sacramento Regional Transit and the U.S. Department of Homeland Security.

As a result of our experience, we have developed specific programs to address local government concerns in collaboration with local law enforcement. Our unique security officer programs, such as our Custom Protection Officer® (CPO) program, set us apart from all other contract security providers. CPOs are former law enforcement and/or military service members, and provide the highest level of security performance through seasoned decision making and public interaction skills that are not found in companies who employ a “one-size-fits-all” approach to security services.

As demonstrated in our past performance as the incumbent security service provider for the City of Costa Mesa as well as our submitted references, G4S has the requisite experience and



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demonstrated knowledge to address any of the City's security challenges with effective solutions.

Within the U.S., G4S operates a tiered organizational structure comprised of our corporate headquarters, regional operations, and over 110 local area offices. G4S' headquarters is located in Jupiter, Florida. Corporate headquarters develops standardized policies and procedures that are formalized in company manuals, dictating overall operations for the organization. Examples of the corporate resources available to support the City of Costa Mesa account are:

- G4S North America Training Institute
- Quality programs
- Strategic Accounts Group
- Experienced transition teams
- Procurement of uniforms, equipment, supplies
- Contract administration support
- Systems integration
- Guidance in human resources matters
- Safety and Risk Management
- Financial functions, including payroll and billing
- Security best practices
- Business processes
- Staff and line supervision
- Employer - employee relations
- Insurance claims, tax data and reports
- Legal guidance and assistance
- Consulting and investigative services
- Availability of short-term/emergency services

G4S' regional management structure that assigns multiple area offices in a geographic area to a regional vice president. The regional management team is responsible for the supervision of area office operations in their region and the dissemination of corporate policies and procedures throughout all levels of the organization.

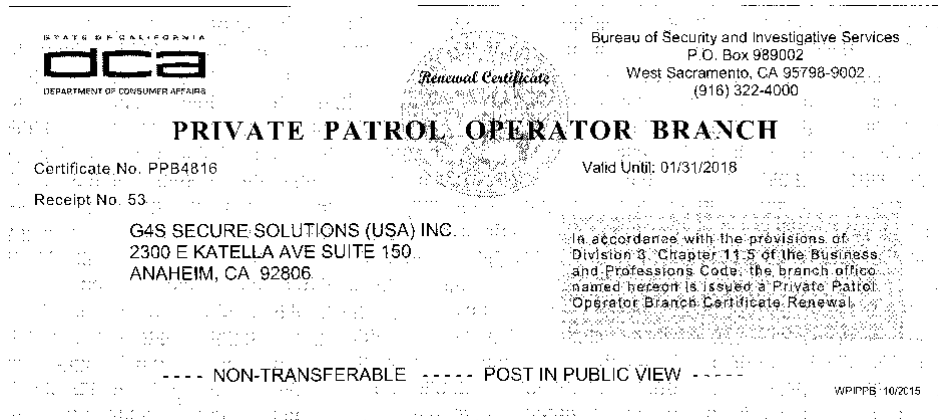
The G4S California Pacific Region will directly support the City account by providing additional contract oversight to our Orange County area office, which directly supports the City's current security contract.



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Private Patrol Operator Branch License

G4S is licensed through the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Service. In addition, our branch office in Anaheim is licensed as one of the branch operating units of our corporation. The license for our Orange County area operations, located in Anaheim, is provided below.





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1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

G4S Corporate Office: G4S Secure Solutions (USA) Inc., 1395 University Blvd., Jupiter, Florida 33458. G4S was incorporated in the state of Florida in 1958.

G4S began operations in California in 1962 and established an office in Orange County in 1970. This office employs over 750 active security professionals and provides approximately 30,000 hours of security service per week for clients throughout the Orange County and southern Los Angeles County areas.

Orange County Area Office
 Jorge Villaverde, General Manager
 2300 East Katella Avenue, Suite 150
 Anaheim, CA 92806
 Office: (714) 939-4900
 Fax: (714) 939-4914

2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

Not Applicable

3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).

Not Applicable

4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).

Not Applicable

5. How many years have you been in business under your present business name?

G4S Secure Solutions (USA) Inc. operated under the present name for the past eight years. Prior to 2010, the company operated under G4S Wackenhut.

6. List all business names that you operate in the County of Orange that are involved in jail services and/or related services.

G4S Secure Solutions (USA) Inc.

7. List all businesses for which you or your business manager have filed for bankruptcy protection while operating under a contract involving ambulance operator staffing and/or ambulance transportation related services.

G4S has never filed for bankruptcy protection.



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References

8. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization’s service record.

CONFIDENTIAL AND PROPRIETARY

<p><i>City of Beverly Hills</i> Beverly Hills Police Department Type of Facility: Type I Facility Size: 336 Hours per Week; 11 Officers Description: G4S Custom Protection Officers provide prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15, prisoner DNA collection, Pay to Stay Program Serving Since: 2007 Contact: Sylvia Gelfman, Records and Jail Manager 310-285-2185, sgelfman@beverlyhills.org</p>	
<p><i>City of Irvine</i> Irvine Police Department Type of Facility: Temporary Holding Facility Size: 228 Hours per Week; 6 Officers Contract Value: \$269,137.77 Description: Includes prisoner custody services, prisoner booking, live scan administration, DNA mouth swabbing, transportation to OCJ and safety inspections. Address: 1 Civic Center Plaza, Irvine, CA 92606 Serving Since: 1999 Customer Contact: Jennifer Kaiser Business Services Manager 949-724-7094; jkaiser@ci.irvine.ca.us</p>	



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<p><i>City of Buena Park</i> Buena Park Police Department Type of Facility: Type I Facility Size: 200 hours per week, 5 officers Contract Value: \$337,971.58 Description: Includes prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15 Training, transport services. Address: 6640 Beach Blvd, Buena Park, CA 90621 Serving Since: 2013 Contact: Lieutenant Richard Forsyth; 714-920-0919; rforsyth@bppd.com</p>	
<p><i>City of La Habra</i> La Habra Police Department Type of Facility: Type I Facility Size: 208 Hours per Week; 6 Officers Contract Value: \$240,577.56 Description: Includes prisoner custody services, prisoner booking, live scan administration, and transportation to OCJ and safety inspections. Serving Since: 2001 Contact: Lieutenant Dean Capelletti, 562-383-4347; dcapelletti@lahabraca.gov</p>	
<p><i>City of Whittier</i> Whittier Police Department Type of Facility: Type I Facility Size: 336 Hours per Week; 11 Officers Contract Value: \$410,050.52 Description: Includes prisoner custody services with Title 15 Training, prisoner booking, live scan administration, safety inspections and transportation services. Serving Since: 2006 Contact: Lieutenant Kent Miller, 562-567-9211; kmiller@cityofwhittier.org</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin-top: 10px;"> <p>CONFIDENTIAL AND PROPRIETARY</p> </div>	



Securing Your World

Jail Services RFP No. 18-06
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 City of Costa Mesa

<p><i>City of Azusa</i> Azusa Police Department Type of Facility: Type I Facility Size: 336 Hours per Week; 11 Officers Description: Includes prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15, prisoner DNA collection Address: 725 N Alameda Ave, Azusa, CA 91702 Serving Since: 2000 Contact: Chief Steve Hunt, 626-812-3200</p>	
<p><i>City of Redlands</i> Redlands Police Department Type of Facility: Type I Facility Size: 85 hours per week, 2 Officers Description: Includes prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15. Serving Since: 1998 Contact: Operations Commander Chris Catren 909-798-7613</p>	
<p><i>City of Arcadia</i> Arcadia Police Department Type of Facility: Type I Facility Size: 168 hours per week, 5 officers Description: Includes prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15. Serving Since: 2012 Contact: Lieutenant Colleen Flores cflores@ci.arcadia.ca.us</p>	
<p><i>City of Rialto</i> Rialto Police Department Type of Facility: Temporary Holding Facility Size: 168 hours per week, 5 officers Description: Includes prisoner custody services, prisoner booking, live scan administration, DNA mouth swabbing, and transportation services. Serving Since: 1999 Contact: William Farrar, Chief of Police 909-820-2539</p>	



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<p><i>City of Bell</i> Bell Police Department Type of Facility: Type I Facility Size: 168 hours per week, 5 officers Description: Includes prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15. Serving Since: 2004 Contact: Chief Carlos Islas 323-585-1245</p>	
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10. Provide copies of the organization’s ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the manner in which these standards will be evaluated and maintained. The materials may include, but are not limited to:
 a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business Bureau.

G4S is a member of many global, national, regional and local groups and associations, such as the U.S. Chamber of Commerce, National Fire Protection Association and Community Associations Institute.

As a company operating in 100 countries, G4S believes in leading by example and has taken an active role in setting global operating standards and senior executive participation in major organizations. Examples include:

International Code of Conduct for Private Security Providers: G4S are founder signatories to the International Code of Conduct for private security providers. The code was developed by the industry, civil society representatives and the Swiss, UK and U.S. governments. It sets out principles for security operations in areas experiencing or recovering from disaster or unrest and where governments and the rule of law are weak. It covers protective security services delivered by staff whether armed or unarmed and any other activities where staff are required to carry a weapon. The code covers recruitment, vetting and training of staff, the use of force by security company staff, including the handling of firearms, health and safety and reporting and complaints handling.

b. Membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards.

The G4S Orange County office maintains local memberships in ASIS Orange County and CPCA <http://www.californiapolicechiefs.org/>

c. Evidence of training and education in customer service, maintaining quality standards and/or maintaining quality standards received by the firm, its employees and its subcontractors.

G4S’ pre-assignment training includes a block of instruction on customer service training. Understanding that effective first impressions are critical for successful customer service, G4S’



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operation in the U.S. has established a formal partnership with Dale Carnegie Training to provide advanced customer-service training to our employees with specific emphasis on building customer loyalty, creating effective first impressions, and managing customer expectations. We believe this innovative industry-first program will further set us apart from the competition by developing enhanced customer service skills that will not only improve customer satisfaction, but also provide G4S employees with effective customer service skills and a greater sense of engagement and commitment to their jobs.

G4S' customized Dale Carnegie customer service training will provide advanced training so that G4S officers provide you with skills in:

- Customer Experience—Creating an environment with customers to maintain a positive long-term relationship. Leveraging positive experiences to create customer loyalty and a desire for them to be a champion for your organization. Making customers feel important.
- Attitude— Maintaining a friendly, positive, and enthusiastic outlook.
- External Awareness— Seeing situations from multiple points of view and remaining mindful of how actions impact others. Keeping up to date with issues that affect area of responsibility.
- Professionalism— Projecting an image of maturity and integrity that creates credibility. Creating an unforgettable first impression.

Officers receive two hours of Dale Carnegie customer service training during pre-assignment. Customized training programs that exceed the above can be created for a client's specific needs at an additional cost.

d. Letters of recommendation from customers and contracting agencies.

On the following pages, we have provided a number of letters of recommendation from surrounding law enforcement agencies/departments for your review.



Jail Services RFP No. 18-06
Police Department
City of Costa Mesa

LOS ANGELES POLICE DEPARTMENT

CHARLIE BECK
Chief of Police



ERIC GARCETTI
Mayor

P. O. Box 30158
Los Angeles, Calif. 90030
Telephone: (213) 978-4660
TTY: (877) 275-5273
Ref #: 18.2.4

April 13, 2015

To whom it may concern:

This letter is in response to the G4S Secure Solutions (USA) Inc. (G4S) request to confirm that G4S has been contracted to perform security guard services for the City of Los Angeles.

As the second largest city in the United States, the City of Los Angeles and the Los Angeles Police Department (LAPD) require the services of professionally trained and managed private security officers of the highest caliber to protect dozens of critical City sites across 500 square miles of its territory.

In 2012, the City of Los Angeles undertook a thorough bidding process to identify professional security firms to support security needs of the City. After a comprehensive evaluation by the panel of representatives from different City departments, G4S and three other firms were awarded the security guard services contracts to staff over seventy locations of the City.

G4S began providing services to the City of Los Angeles and LAPD in 2013. G4S provides armed, unarmed, field supervisors and 832 PC-Qualified officers for fixed posts, bicycle, vehicle and foot beat patrols. The field supervisors drive company vehicles conducting inspections of every post, every day, and every shift.

The company utilizes the Guard Tour Management System for accountability and reporting. In the two years since contracting, G4S deploys approximately 70 Security Officers at over 25 locations for several City entities, such as:

- Housing and Community Investment;
- Public Works;
- Recreation and Parks (including the Pershing Square Park);
- El Pueblo de Los Angeles Historical Monument;
- Libraries;
- Police and;
- Bureau of Sanitation.

AN EQUAL EMPLOYMENT OPPORTUNITY
www.LAPDOnline.org
www.joinLAPD.com

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18.2.4

The local G4S management staff including, General Manager Keith Boles and Los Angeles Service Account Manager Quintin Ridley are responsive, professional and adaptive to emerging needs of the City and its requirements for professionally contracted services.

If you have any questions, or would like additional information please contact Dawn Eck, Senior Management Analyst II, Officer in Charge Administration Section, Security Services Division, at (213) 978-4678.

Very truly yours,

CHARLIE BECK
Chief of Police



GINA A. SANDERS, Captain
Commanding Officer
Security Services Division



Jail Services RFP No. 18-06
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City of Costa Mesa



February 27, 2015

Jorge Villaverde
General Manager, Orange County Office
G4S Security Solutions
2300 E. Katella Ave. Suite 150
Anaheim, CA 92806

Jorge:

I am writing a brief letter to say thank you for the ongoing service and support you and G4S have provided to the Whittier Police Department through our jail services agreement. We are in the midst of our ninth year of with your company, and we do so with the staffing of our jail at full complement including a wonderful Jail manager.

We have appreciated an evolving and improving level of service from the G4S jail staff over the years of the contract. Most importantly our officers have developed a strong relationship with G4S jail staff which has made them part of the family and fabric of our Department. Your jailers represent us well. Each year our jail facilities pass the annual inspections with great praise from the inspectors and much of that praise belongs to the G4S staff. I have found that the Jail Manager position is pivotal to this collaborative effort.

The Whittier Police Department looks forward to an ongoing positive working relationship with G4S as we move into another contract period in July. I know that we all have a shared interest in operating a safe and secure jail. Thank you for your part in facilitating this ongoing relationship.

Sincerely,

Lt. Kent Miller
Administrative Lieutenant
Whittier Police Department



Jail Services RFP No. 18-06
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City of Costa Mesa

IRVINE POLICE DEPARTMENT

IRVINE POLICE DEPARTMENT • ONE CIVIC CENTER PLAZA
P.O. BOX 19575, IRVINE, CALIFORNIA 92623 - 9575 • (949) 724-7000
Internet: <http://www.irvinepd.org> • E-Mail: ipd@irvinepd.org



David L. Maggard, Jr.
CHIEF OF POLICE

March 12, 2015

To Whom It May Concern,

This letter is to confirm that G4S Secure Solutions (USA) Inc., formerly doing business as The Wackenhut Corporation, has been contracted to perform Custody Facility services for Irvine Police Department since 1999.

In our time working with G4S, General Manager Jorge Villaverde and Operations Manager Tom McGuire have been very responsive to our department's needs. They have provided dedicated, professional staff who provide 24/7 coverage in our temporary holding facility.

Should you have any questions, please contact me at (949) 724-7094 or by email at jkaiser@cityofirvine.org.

Sincerely,

Jennifer Kaiser
Business Services Administrator
Irvine Police Department



Jail Services RFP No. 18-06
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City of
BUENA PARK

OFFICE OF COREY S. SIAÑEZ
CHIEF OF POLICE

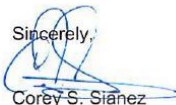
March 2, 2015

To Whom It May Concern:

Since January 2013, the Buena Park Police Department has utilized the services of G4S Secure Solutions to manage operations in our Type 1 jail facility. From the feedback I've received, G4S has done an exemplary job, with no issues. This organization has professional, well-trained Protection Officers, who represent the quality standards of our City. They are fully capable of handling an array of functions such as booking, fingerprinting, DNA gathering, cell checks and much more.

The Buena Park Police Department would recommend the services of G4S Secure Solutions for any agency considering jail custody needs.

Should you have any questions, please feel to contact me at (714) 562-3910, or email at csianez@bppd.com.

Sincerely,

Corey S. Sianez
Chief of Police

CSS:cm



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e. Copies of instructional material used to ensure employee adherence to ethical, quality and customer service standards.

G4S Employee Conduct

As a security services provider to many city, county, state and federal government agencies, G4S provides its employees rigorous training on ethical behavior and compliance to ensure the highest standards of conduct. Initial new hire and recurring training helps ensure that employees are continually aware of situations that could potentially be a conflict of interest and/or inappropriate relationship. This training will incorporate the City of Costa Mesa’s ethical requirements.

G4S Ethics Code

All G4S employees are required to undergo a comprehensive classroom course on Ethics. The business philosophy of G4S has been developed around a core set of values which are fundamental to our organization’s development and success. One of these values is Integrity, which means we can always be trusted to do the right thing, and the G4S Ethics Code below sets out how we expect all our employees to behave in order to live this core value. The principles of the G4S Ethics Code are provided below.

Being safe and secure	Being honest and trustworthy	Being fair and considerate	Being professional and proud
<ul style="list-style-type: none"> ▪ Put health & safety first ▪ Protect the security of our customers, the public and those in our care ▪ Carefully follow company rules and procedures 	<ul style="list-style-type: none"> ▪ Always follow the law ▪ Report any wrongdoing ▪ Never offer or take a bribe ▪ Avoid any conflict of interest 	<ul style="list-style-type: none"> ▪ Show respect and consideration for others ▪ Treat people fairly ▪ Consider our local communities ▪ Think about the environment 	<ul style="list-style-type: none"> ▪ Do the best job you can ▪ Look smart and professional ▪ Be a good role model ▪ Safeguard the G4S name

Every G4S employee has a duty to avoid business, financial or other direct or indirect interests or relationships that conflict with the interests of the company, or divides his or her loyalty to the company. Any activity that even appears to present such a conflict must be avoided or terminated unless, after disclosure to the appropriate level of management, it is determined that the activity is not unethical or improper, does not compromise integrity and is not detrimental to the reputation and standing of the company.

G4S expects all employees to cooperate in investigations. Employees must never destroy or alter any documents or electronic records, lie to or mislead an investigator, or obstruct the collection of information relating to an investigation or any legal action brought on behalf of, or against, the company. The company shall cooperate with government agencies responsible for investigating suspected violations of law. If requested by the company, all employees are required to cooperate with investigations conducted by the government.



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Community Participation

Provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

G4S is involved in many charitable efforts and organizations throughout California and the United States. At this time, G4S does not have membership in the Costa Mesa Chamber of Commerce.

Financial Capacity

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer.

G4S is a financially secure organization, which can be validated by our annual reports. We have provided our 2017 audited financial report to allow the City to determine our financial capacity. G4S' financials can be viewed and retrieved here:

<http://www.g4s.com/en/Investors/News-and-Presentations/Regulatory-Announcements/2017/03/08/2016-Full-Year-Results>

Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

The nature of the Corporation's business results in civil claims and litigation alleging that the Corporation is liable for damages from the conduct of its employees or others. Additionally, with more than 35,000 employees nationwide, the Corporation is subject to routine compliance investigations conducted by governmental agencies, such as with the Department of Labor, the Occupational Safety and Health Administration and other regulatory agencies. In the opinion of management, there are no such claims or proceedings pending that have had or would have a material effect on the operation of the Corporation or its ability to provide services to the City of Costa Mesa.



Jail Services RFP No. 18-06
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City of Costa Mesa

Staffing

The Proposer must agree to assign specific individuals to the key positions (i.e., an Account Manager, Supervisor, Shift Leads, and Custody Officers). Provide a list of staff who will be assigned under this contract and indicate the functions that each will perform. Include a resume for each designated individual.

The information requested in this section should describe how Proposer intends to fulfill all staffing-related requirements specified in the Scope of Work. The Proposer shall identify how they will establish and maintain full staffing within the jail, a retention plan consisting of a progressing salary scale, reserve staffing, and quarterly or bi-monthly recruitments with interviews and backgrounds.

G4S agrees that, once assigned to work under the contract, key personnel shall not be removed or replaced without written notice to Costa Mesa Police Department. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, G4S shall immediately notify the Costa Mesa Police Department, and shall, subject to the concurrence of the Costa Mesa Police Department, replace such personnel with personnel of substantially equal ability and qualifications.

Custom Protection Officer®

G4S' will provide the City's with the highest qualified level of security officer in the industry through our Custom Protection Officer® Program.

Custom Protection Officers (CPO) are individuals with valuable life experience in corrections and law enforcement. We recruit individuals for the CPO program who can be counted on to:

- Have a sense of duty and take pride in their performance
- Respect procedures and accountability
- Be able to problem solve
- Adapt quickly to changing situations
- Possess a strong work ethic
- Be organized and disciplined
- Be effective leaders
- React well under pressure
- Possess strong personal integrity
- Have the flexibility to work effectively on a team as well as independently when required
- Have the ability to follow through, even under difficult or stressful circumstances
- Bring strong interpersonal skills
- Value health, safety and property standards
- Be committed to professional development and learning new skills
- Possess a variety of cross-functional skills
- Always put the customer first





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To deliver the desired attributes consistently, we established the industry's most stringent experience requirements. Each CPO must have at least one of the following backgrounds:

- Law enforcement experience
- Service in the Elite Military Forces, Military Police or combat arms
- Graduate of Police/Corrections Academy
- Criminal Justice Degree (Associate's or higher)
- Career Military

Finding the right employees for this elite program requires a targeted recruitment effort. While 42% of our CPOs come to us with military experience, 54% with law enforcement experience (either military or civilian) and 35% with criminal justice or security related degrees, many come to us with a combination of all three.

With more than 25% of all employees being veterans, G4S has been named a four-time Top 50 Military-Friendly Employer® and a four-time Most Valuable Military Employer. We are proud to have hired more than 12,000 veterans since August of 2011 in partnership with the White House's 'Joining Forces' Campaign. G4S will only hire CPOs that meet the City's staff qualifications.

G4S' recruiting method ensures a steady and continual source of qualified guard candidates. Whether it is staffing for your permanent sites, unplanned events, or shared coverage; G4S' recruiting is the starting point for a full staff of qualified officers. G4S complies with all U.S. Department of Labor wage requirements, including current Health & Welfare pay.

We use the most advanced online recruiting technology available combined with traditional methods and channels. Components of our recruiting include:

- Award winning, online G4S Career Center
- Fully automated, online Applicant Tracking System
- Specialized Military recruiting program
- Full use of traditional recruiting channels

G4S attracts the best available talent and instantly matches them to job postings where they fit best. Our leadership in recruiting and technology means the City's will benefit by our:

- Attracting and employing the best people available
- Efficiently placing the right candidates to meet your requirements
- Greater officer satisfaction as your positions fit their choice of work
- Full regulatory compliance through automated reporting
- Rapid hiring of qualified candidates when your needs require additional officers

Provisions Regarding Staff Called to Active Military Duty

G4S is a supporter of the United States Armed Forces and appreciates the personnel that serve in the military. G4S has within its policies the necessary accommodations to ensure that the employee's commitment to the armed forces can be fulfilled. Knowing this, G4S will have suitable replacement personnel trained and vetted for the project and upon deployment the



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 City of Costa Mesa

shared/relief personnel will assume the position vacated by the deployed guard and upon return of the deployed guard there will be the opportunity to return to the project.

G4S requires all candidates successfully pass a pre-employment background investigation and a 10-panel drug screening before offering employment. G4S’ personnel requirements mirror the Bureau’s requirements and G4S will only submit individuals who meet all staff qualifications, experience and physical qualifications of the Guard position. Each candidate is subjected to a rigorous background investigation prior to employment and must successfully pass the following:

Elements of Background Screening

Screening Element	Description
Identity Verification	G4S initiates a social security number confirmation trace to validate the name(s) and addresses provided. This portion of the screening process also includes a check against the Specially Designated Nationals (SDN) and Blocked Persons list maintained by the Office of Foreign Assets Control (O.F.A.C.), which puts G4S in compliance with the Patriot Act and the Trading with the Enemy Act. Our system updates the list daily to ensure that all new hires are screened against the most current lists.
Employment/ Education Verification	G4S verifies all prior employment and/or education for the last 10 years. We also verify periods of unemployment lasting 60 days or more.
Criminal Records Check	G4S conducts a county of residence criminal record check for all residential addresses provided for the last 10 years. Where statewide criminal record checks are available, G4S requests a search from the appropriate state agency. We also conduct a multi-jurisdictional search of criminal databases that covers courts, correctional departments, departments of parole, and sex offender registries nationwide.
Drug Screen	All applicants undergo a 10-panel urinalysis test conducted by an independent drug-screening clinic. Applicants are sent to a collection location where a sample is collected and sent to a lab. The lab sends the results to our drug screening coordinator, who forwards the results to the local office. Chain-of-custody forms are used to ensure testing integrity. G4S has a national contract with Quest Diagnostics to provide drug screens.
Driver’s License Check	G4S initiates a check of the applicant’s driving record through the state department of motor vehicles. This will reveal all traffic violations, driving-related offenses, and substantiate a valid operator’s license.
Credit Report	G4S initiates a credit check to determine financial responsibility.
Physical Examination	A licensed physician conducts a medical examination of the applicant to determine physical capability to perform security officer duties.
Psychological Examination	G4S administers the Minnesota Multiphasic Personality Inventory (MMPI) applicants prior to employment. To ensure the integrity of these examinations, G4S has established national agreements with providers who have been thoroughly vetted.

Upon completion of the G4S background and contingency of hire to the applicant for the guard position, G4S submits the completed background investigation package along with other required information (e.g., medical examination results, and security guard licenses) to the



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agency's program manager as required for additional verification of employment application, e.g., fingerprinting and checks via NCIC/NLETS for suitability determination.

G4S Local Management

Senior Vice President

California & Pacific Region

MARK TSUJI

Responsibilities

- Provides overall guidance & management for the operations of all area offices within their specific region
- Responsible for developing new markets, implementing company strategy, & maintaining operational excellence
- Responsible for coordination of regional resources to assist in startup & operations for complex accounts & emergency or disaster response services

Experience

- Joined G4S in 1992
- 15 years of successful experience in management, training, sales, investigations & marketing within the security field

Associations & Certifications

- ASIS
- BOMA
- Law Enforcement & Private Security (LEAPS)
- National Association of Chief of Police
- Sits on the advisory board for Cal-State Fullerton
- Board of Directors, California Association of Licensed Security Agencies, Guards and Associates (CALSAAGA)

Education

- B.S. Degree in Business, Minor in Psychology of Marketing, San Diego State University

General Manager

Anaheim Area Office

JORGE VILLAVERDE

Responsibilities

- Provides direct supervision, guidance, & support to all of their office personnel to assure continued delivery of quality security services to all customers within their geographic area
- Overall responsibility for ongoing business development & growth for their area office
- Responsible for maintaining an active, strong partnership with all current clients

Experience

- Joined G4S in 1992 and has held numerous positions
- Former Police Officer for the Ventura County Sheriff's Department
- Former Police Sergeant and SWAT team member in the U.S. Army.

Associations & Certifications



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- ASIS
- LEAPS
- BOMA
- CAI

Operations Manager (CMPD Account Manager)

Anaheim Area Office

THOMAS J. MCGUIRE

Responsibilities

- Assists General Manager in the operations of their area office to include quality assurance and contract compliance for current customers.
- Coordinates recruiting, training and assignment of newly hired security officers that will meet the stringent G4S requirements
- Ensures that contract-required training and screening for security officers are met providing customers reduced risk of turnover at sites.
- Responsible for the staffing, scheduling and discipline of security officers and supervision of payroll and billing for invoicing and payroll accuracy

Experience

- Joined G4S Secure Solutions (USA) Inc. in 2004 as a Field Supervisor
- Over thirty years progressively responsible Security Operations and Administrative experience including staff management, planning, and coordinating, organizing and special security projects management.
- Served honorably for more than twenty years in the United States Air Force in numerous Security Forces units world wide.
- Assigned for five years as a Security Manager for a Department of Defense contract overseas
- Decorated combat wounded veteran and Purple Heart recipient

Associations & Certifications

- FBI Hostage Negotiations and Crisis Management
- Intrusion Detection Systems Certification
- Total Quality Management Certification
- Custom Protection Officer (CPO) certified
- Member of the Military Order of the Purple Heart
- Military Meritorious Service and Commendation Awards

Please see Method of Approach, page 4, for identifying staffing compliance measures.



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Cost Proposal

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All Proposers are required to use Cost Proposal, Attachment B to be submitted with their Proposal.

Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

G4S Custody Officer Services
City of Costa Mesa - Jail Support Service
Year 1 - (2018-2019)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
CPO Custody Supervisor (1 FTE - Exempt)	40	\$ 31.25	\$ 49.94	\$ 8,656.27	\$103,875.20
CPO Custody Shift Lead Officer (3.2 FTE - Non-Exempt)	128	\$ 21.50	\$ 38.04	\$21,099.52	\$253,194.24
CPO Custody Officer (6.8 FTE - Non-Exempt)	272	\$ 19.50	\$ 34.94	\$41,182.61	\$494,191.36
	440			\$ 70,938.40	\$ 851,260.80

G4S Custody Officer Services
City of Costa Mesa - Jail Support Service
Year 2 - (2019-2020)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
CPO Custody Supervisor (1 FTE - Exempt)	40	\$ 32.19	\$ 51.33	\$ 8,897.20	\$106,766.40
CPO Custody Shift Lead Officer (3.2 FTE - Non-Exempt)	128	\$ 22.50	\$ 39.67	\$22,003.63	\$264,043.52
CPO Custody Officer (6.8 FTE - Non-Exempt)	272	\$ 20.50	\$ 36.53	\$43,056.69	\$516,680.32
	440			\$ 73,957.52	\$ 887,490.24

G4S Custody Officer Services
City of Costa Mesa - Jail Support Service
Year 3 - (2020-2021)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
CPO Custody Supervisor (1 FTE - Exempt)	40	\$ 33.15	\$ 52.79	\$ 9,150.27	\$109,803.20
CPO Custody Shift Lead Officer (3.2 FTE - Non-Exempt)	128	\$ 23.50	\$ 41.25	\$22,880.00	\$274,560.00
CPO Custody Officer (6.8 FTE - Non-Exempt)	272	\$ 21.50	\$ 38.16	\$44,977.92	\$539,735.04
	440			\$ 77,008.19	\$ 924,098.24



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CA Minimum Wage Increase Impact

The above proposed contract labor and billing rates are established in an effort to provide annual tiered increases to G4S Custody Officers assigned under the contract to ensure staffing compliance and retention. Recent staffing challenges are a direct result of depressed wages paid to Custody Officers under the current contract. The wages under the current agreement were established during the 2012 contract negotiations and have not been adjusted during the course of the contract to account for market wage inflation.

Due to the new California Statewide minimum wage law, in addition to many local municipalities working to pass local minimum wage ordinances in Southern California, labor costs and compensation are increasing across the general local employment industry. Below is an analysis of California statewide minimum wage increases over a 4 year term from 2015 through 2018. Additionally, with Statewide minimum wage is scheduled to be at \$15.00/hour by 2022, therefore it is critical that CMPD and G4S to work together on establishing pay scales that define market rates for Custody Officer personnel in the area in order to maintain retention of qualified personnel.

CA Minimum Wage Increases

Previous 4 years

Year	CA Minimum Wage	Year over Year % Increase
2015	\$ 9.00	N/A
2016	\$ 10.00	10.00%
2017	\$ 10.50	4.76%
2018	\$ 11.00	4.55%
Total CA Min. Wage Increase since 2015 =		18.18%

Security Industry Employment Market in Orange County

Current labor market conditions in Orange County continue to present challenges for recruitment of skilled and experienced security personnel at historical pay rates, as well as retention of quality staff as employment opportunities continue to increase across multiple industries.

Below is a report from the U.S. Bureau of Labor showing unemployment in Orange County dropping from 6.6% in late 2013 to presently 3.1% as of Q3 2017, a decline of over half. This decline translates into less employment candidates on the open market for recruitment, meaning attractive wages are necessary to continue recruitment standards. Source: [Economic Research - Orange County Unemployment Chart \(Current\)](#)



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Disclosure

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. Any past or current business relationship may not disqualify the firm from consideration.

To the best of our knowledge and belief, no employees or officials of G4S have any business or personal relationships with any Costa Mesa elected officials, appointed official, or City employee. As a large corporation with more than 35,000 employees across the United States, it is not possible for us to respond with respect to all employees. The G4S personnel directly responsible for managing the contract have no such relationships.



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Sample Professional Service Agreement

The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as Appendix A, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement. See No. 12 of this RFP below.

G4S provides the following exceptions for the City’s consideration. We look forward to the opportunity to discuss these items with you.

Page Reference	Exception	Explanation
Sample Agreement; Page 15; Section 4.4 Notice of Termination	<p><u>ADD:</u></p> <p><u>Consultant may terminate this Agreement with cause only if City breaches the Agreement in any material respect and fails to cure or commence to cure such breach within thirty (30) days following receipt of written notice from Consultant of any material breach and demand to cure. Should City fail to cure or reasonably commence to cure said breach within the thirty (30) day period, then Consultant may give a minimum of ninety (90) days’ written notice to City that it will terminate this Agreement. Consultant may terminate this Agreement upon one hundred twenty (120) days’ written notice to the City in the event that performance of Consultant’s obligations under the Agreement become commercially impractical including changes in legislative or regulatory requirements affecting performance of the services or business factors such as changes in level or type of service required by the City that Consultant is unable to meet.</u></p>	G4S respectfully requests the same termination rights that we mutually agreed for G4S under the current contract as set out again here.
Sample Agreement; Page 18; Section 6.9 Indemnification and Hold Harmless	<p><u>DELETE AND REPLACE WITH THE FOLLOWING:</u></p> <p><u>To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims"), whether or not suit is actually filed, and any judgment rendered against City's elected or appointed officers, employees, or</u></p>	G4S requests the same indemnity language as previously agreed.



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	<p><u>agents, including, without limitation, attorneys' fees, that may be asserted or claimed by any person, firm or entity arising out of or in connection with any claimed or actual negligent acts or omissions in the performance of the work, operations, or activities of G4S, its agents, employees, subcontractors, suppliers, or invitees.</u></p> <p><u>"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorney's fees, and costs and expenses of any kind whatsoever.</u></p> <p><u>Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.</u></p> <p><u>The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.</u></p> <p><u>The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.</u></p>	
<p>RFP Page 37:</p>	<p><u>The contractor shall provide equipment and supplies to ensure a clean and healthy environment at all times. Hygiene items must be provided to inmates for their</u></p>	<p>G4S currently does not purchase the equipment, and cleaning supplies</p>



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	<p><u>personal use as mandated by applicable laws and regulations.</u></p>	<p>related to cleaning of the jail. G4S rates do not include purchasing these supplies or related equipment.</p>
<p>RFP Page 37:</p>	<p><u>The Contractor's staff will provide food services to all inmates.</u></p>	<p>G4S currently does not purchase the food services related to administering meals. G4S rates do not include purchasing the food services.</p>



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Checklist of Forms to Accompany Proposal

As a convenience to Proposers, following is a list of the forms, Appendix B included in this RFP, which should be included with Proposals:

1. Vendor Application Form
2. Company Profile & References
3. Ex Parte Communications Certificate
4. Cost Proposal
5. Disclosure of Government Positions
6. Disqualifications Questionnaire