



**REQUEST FOR PROPOSAL**

**FOR**

**UNARMED SECURITY GUARD SERVICES**

**RFP No. 19-08**



**Parks & Community Services**

**CITY OF COSTA MESA**

**Released on March 6, 2019**

## REQUEST FOR PROPOSAL FOR UNARMED SECURITY GUARD 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 Unarmed Security Guard Services for the Parks & Community Services 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 two (2) years with three (3) one-year renewal options.

### 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 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 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 shall be considered invalid.

If clarification or interpretation of this solicitation are considered necessary by the City, a written addendum shall be issued and the information will be posted on the City's website at [www.costamesaca.gov](http://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 addendas 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:

<b>Release of RFP</b>	<b>March 6, 2019</b>
<b>Mandatory Pre-Proposal Conference</b>	<b>March 13, 2019 @ 10:00 a.m.</b>
<b>Deadline for Written Questions</b>	<b>March 19, 2019 at 11:00 a.m.</b>
<b>Responses to Questions Posted on Web</b>	<b>March 21, 2019</b>
<b>Proposals are Due</b>	<b>March 26, 2019 at 11:00 a.m.</b>
<b>Interview (if held)</b>	<b>April 23-25, 2019</b>
<b>Approval of Contract</b>	<b>TBD</b>

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

**Pre-Proposal Meeting:** A **MANDATORY pre-proposal conference** shall be held on Wednesday, **March 13, 2019 @ 10:00 am** in Conference Room 1A at City Hall, 77 Fair Drive, Costa Mesa, CA 92626. A pre-proposal conference are held to allow for questions and clarification concerning the City's RFP process, scope of services and subsequent contract award.

**3. Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Attachment A – Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

- a) The Proposer must have 5 years' experience, within the last 10 years, and demonstrate a comprehensive understanding and practice of the needs of the City, or provide evidence of services equivalent or similar to the services identified in **Attachment A - Statement of Work**, and indicate success rate of such services, with data that indicates the cost versus benefit of hiring this company
- b) The Proposer must have a Project Manager/Designated Point of Contact assigned to the Contract, with prior experience working with a similar municipality.
- c) The Proposer must have an office located in a radius of 75 miles from the City, and the Project Manager/Designated Point of Contact must be available to meet on site, on City property, for all meeting requests.
- d) The Proposer must have appropriate certificates/professional accreditations for the state of California to provide requested services, and provide a full spectrum of services offered by the proposer, as well as the organizational structure/chart, company history, company philosophy, overview of services, company strengths, major customers and services provided, in the services, as requested in **Attachment A – Statement of Work**.

## 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.
- **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 the methods, including controls by which your agency manages services of the type sought by this RFP.
  2. Detailed description of efforts your agency will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section, as well as provide an alternate plan of action to provide the services to the City in the event of an emergency, if your agency is not able to perform services, as outlined.
  3. 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.
  4. Include a sample of a similar plan prepared for another organization.
  5. Include the data collection forms, surveys, or other similar documents you propose to use to perform these services. In particular, provide a sample of each form you expect City staff to complete, and the information City staff will be expected to provide.

6. Provide a proposed fee schedule, listed by your hourly rate, including charges for any services that would be considered “overtime” or “holiday,” or exceed the hourly rate services for services performed (“normal hours” vs. “weekend hours,” etc.).
  7. Fee schedule must include the following costs separately, even if fees are equal or the same:
    - a. Fee schedule for proposed location at the Lions Park Campus (hub located at 1860 Anaheim Ave.) for 24/7 (365 days/year) monitoring of the area, as outlined in Attachment A, outlining the area encompasses Plumer Street;
    - b. Fee schedule for proposed location at the Costa Mesa Senior Center (695 W. 19<sup>th</sup> Street), for traditional hours, typically from 7:30 a.m.-4 p.m.; and
    - c. Fee scheduled for any hours outside of the proposed hours of operation, but at the same location.
- **Qualifications & Experience:** Describe the qualifications and experience of the organization or entity performing services/projects within the past ten 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.
    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. 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.

7. 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.
8. 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.
- **Cost Proposal:** The proposed cost proposal schedule should be based upon direct labor hours and expenses, the proposal must include the rate for each position to be used in providing the services. The cost proposal shall contain "not to exceed" figures. Provide a fee schedule with a breakdown of rates for individual personnel for the total number of hours that will be charged, on an hourly basis. 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.
- **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.
  - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.
  - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- **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.**
- **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. Disclosure of Government Positions
5. 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. Fee proposal shall be submitted in a separate sealed envelope containing the following:
  - Cover letter stating the total lump sum fee.
  - A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project asks, number of hours assigned for specific personnel and their basic hourly rates.
- **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 at the hour of **11:00 a.m. (P.S.T)** on **March 26, 2019** 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. 19-08 Unarmed Security Guard Services**

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

RFP Facilitator: Stephanie Urueta at [stephanie.urueta@costamesaca.gov](mailto: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 **March 19, 2019**. 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.

1. **Method of Approach** ----- 25%
2. **Qualifications of Experience** ----- 30%
3. **Staffing** ----30%
4. **Cost Proposal** ---- 15%



**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 the week of **April 23 – 25, 2019** 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 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 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.

**APPENDIX A**  
**SAMPLE**  
**PROFESSIONAL SERVICE AGREEMENT**

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

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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”).

**W I T N E S S E T H :**

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.

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."
- (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.

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 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 or 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 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.

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.

**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

\_\_\_\_\_  
Parks & Community Services Director Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Finance Director Date: \_\_\_\_\_

**APPENDIX B  
FORMS**

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





**VENDOR APPLICATION FORM  
FOR  
RFP NO. 19-08  
UNARMED SECURITY GUARD 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

**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: \_\_\_\_\_

**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. 19-08 UNARMED SECURITY GUARD SERVICES** at any time after **MARCH 6, 2019**.

---

**Signature****Date:** \_\_\_\_\_

---

**Print**

**OR**

I certify that Proposer or Proposer's representatives have communicated after **MARCH 6, 2019** with a City Councilmember concerning **RFP No. 19-08 UNARMED SECURITY GUARD SERVICES**. A copy of all such communications is attached to this form for public distribution.

---

**Signature****Date:** \_\_\_\_\_

---

**Print**

## **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.

### **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."

**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: \_\_\_\_\_

**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**

**RFP NO. 19-08 UNARMED SECURITY GUARD SERVICES**

This Request for Proposal (“RFP”) is intended to solicit information and proposals from qualified Security Guard Services suppliers capable of meeting the City of Costa Mesa’s needs for its various facilities outlined in this Scope of Work. The professional security guard service provider shall actively patrol the area, on a 24 hour, seven days a week, including holidays, rain or shine schedule.

All professional services are to 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. The Security Officer shall be present at all times. Lunches and breaks will need to have the proper coverage. The patrolling of the area shall be supplemented with a Segway or other similar motorized vehicle, to actively deter illegal activity. The maintenance, fuel and/or vehicle charging will be the responsibility of the vendor. The selected vendor shall provide daily reports to City staff describing their daily activity, observations and interactions with the public. The selected vendor will have significant expertise in the areas necessary to meet the needs and requirements set forth in this RFP. Critical criteria in City’s evaluation process will include the vendor’s ability to share data and jointly develop services that meet the City’s needs. Through this RFP process, the City of Costa Mesa desires to enhance service efficiency and minimize costs and risk, while at the same time providing the vendor with the incentive to successfully perform based upon pricing, the operational parameters, , the negotiations between the parties and a formal written agreement documenting the parties’ relationship.

In addition to the 24-hour security service, all proposals must include one un-armed security officer at the Costa Mesa Senior Center, Monday through Friday, 7:30 a.m. to 4 p.m. (this is subject to change upon agreement of both the City and selected vendor.

**GENERAL SCOPE OF SERVICES**

A. The vendor will need to ensure that they can provide the services through following mechanisms, including:

- Daily reporting by each assigned personnel, at 1-2 hour intervals, with documentation and logging of any interaction with the public. For the 24/7 hour monitoring, the reporting forms will be available at the Lions Park Campus, at the Downtown Recreation Center (1860 Anaheim Ave.); for the Costa Mesa Senior Center (695 W. 19<sup>th</sup> Street), the reporting forms will be available on site.
- Security personnel are to monitor all areas, as outlined in the attached map (Attachment A), on a continuous basis. At no point in time should the area be left without a security personnel, and all designated breaks, as required by law, need to be covered by appropriate security personnel.
- Security personnel shall continuously monitor the encompassing area, as well as perform walkthroughs through all City buildings, which will include common areas and throughways.
- Security personnel are to immediately report suspicious activity, and contact the appropriate emergency personnel in situations where safety is compromised or criminal activity is evident.
- Security personnel are to deter any type of illegal activity, and ensure that areas of travel are clear for accessibility.
- Security personnel are to ensure that use of any reservable and/or permitted space is used appropriately, and that any group that is utilizing the space has a reservation and/or permit.



- The expectation is that the Security Personnel will alleviate and deter activity that is not conducive to productive and appropriate use of the area.
- Security personnel are to provide/share appropriate available resources to the community, including making appropriate referrals to individuals who may have questions about the City and/or available resources in the community.
- For information not known to the security personnel, the expectation is that they will document questions from members of the staff and ensure that information is received by City staff for appropriate follow-up.

**B.** The assigned Security Officer is to be highly visible and identified as a professional security guard. They will be required to wear a professional uniform and badge. The guard shall be highly vigilant in actively patrolling while on duty. A stationary guard is not acceptable. The use of cell phone should only be for work related issues. The security services shall include the use of two-way radios and cell phones too quickly relay information to City staff and/or emergency personnel.

- The Vendor shall work to promote mutual trust and cooperation with the public and visitors within the patrol area.
- The selected vendor will use the Downtown Recreation Center as their headquarters for checking in, checking out and file keeping.
- The selected vendor will provide a list of contacts throughout the City and to maintain contact with the appropriate personnel in regards to the information that is relayed. The list will include, but not be limited to the Parks and Community Services Staff, Community Outreach Group, the Costa Mesa Police Department and the Costa Mesa Fire Department. There may be a need to communicate with more than one of the City's contacts.
- The selected vendor will provide a list of authorized field use and activity and shall verify/confirm that the users are authorized to use the fields.
- The patrol area may be subject to change during construction activity through 2021.
- The selected vendor will have, at minimum, quarterly meetings with City staff to discuss and evaluate if the needs of the City are being met, what types of activity they are seeing, any trends that might be of concern and to do an overall evaluation of the security guard services and make any necessary adjustments to the services provided.

## **REPORTS**

An hour-by-hour log shall be kept for all activities taking place during each shift.

The selected vendor shall complete and submit a Daily Report Form to the City Contract Coordinator upon completion of each daily shift. The daily report shall include listing all occurrences with significant data pertaining to all activities.

In the event of an unusual occurrence, the selected vendor shall submit an Incident Report to the City Contract Coordinator, along with the Daily Report Form within 24-hours of the occurrence to the City's Contract Manager.

All required written records, including copies of police reports that may have been obtained shall be turned into the City contract manager.

## **PERSONNEL**

Security officer assigned to perform work under this contract shall wear uniforms at all time. These uniforms must clearly identify the name of the security company and the name of the individual security guard, in conformance with California State requirements. This identification may be accomplished through the use of shoulder patches, silk screening or stitched company emblems, insignias or logos.

All security personnel must maintain a courteous and respectful demeanor when dealing with all members of the public. Security personnel will not be authorized to physically apprehend, subdue, or restrain any member of the public for any reason.

Security officer employed by the vendor to perform work under this contract shall:

- Be able to communicate effectively in both written and oral English
- Be physically and emotionally capable of performing the assigned tasks

## **EQUIPMENT**

Vendor shall furnish all equipment necessary to perform the work as described herein. All equipment shall be kept in good repair and shall conform to all federal, state and local requirements.

Required equipment shall include but not be limited to:

- A vehicle to perform security inspections during shift, with visible company identification to allow for rapid transportation around and throughout the designated patrol area.
- Security officer shall be equipped with portable communication devices permitting 24-hour communication with company headquarters and/or with appropriate law enforcement agencies and other designated contacts.
- Flashlight

## **WORK SCHEDULE**

**A. Beginning of Shift:** At the start of each work shift the vendor's security officer shall document the time of arrival and discuss any significant security matters with the security officer from the previous shift.

**B. End of Shift:** At the end of each work shift the vendor's security officer shall advise City staff of any incidents or events that occurred during the previous work shift, regardless of the severity of the incident. Any and all written reports prepared during the shift shall be submitted to the designated person and/or deposited in the designated mailbox at the end of the work shift.

**C. Change of Shift:** Vendor shall ensure that continuous coverage is maintained during shift changes. Under no circumstances, will there be a total absence of active security service personnel during the hours covered by this contract.

- All work during hours listed shall be continuous. Breaks shall only be taken at designated times and areas and when adequate coverage is maintained.
- Documentation of shift changes occurring after operational shift hours must be provided to City staff upon request.
- Guard shift changes during operating hours of City Facilities are to occur at the designated check-in/check-out location within the designated community center.

- Security personnel shift changes after operation hours must be recorded and monitored by the vendor and must include proof that the check-in and check-out occurred at the predetermined scheduled times and that the check-in and check-out occurred within the confines of the designated patrol perimeter.
- During operational hours of City facilities, security personnel shift changes are to occur at the designated check-in/check-out location within the designated community center.

**PERFORMANCE DUTIES** The security officer shall maintain a constant and visible presence around and throughout the perimeter of Lions Park, the Costa Mesa Senior Center, and through Plumer St. (**Exhibit I**). Work performed shall consist of providing a security officer to perform security services as described herein:

#### **A. General**

- Routinely patrol through the confines of Lions park, including areas between all buildings, structures, and gated field and park space.
- Supervise and control access to the City facilities and grounds within the patrol perimeter outlined in Attachment A
- Routinely check in with designated City staff and/or Library staff at the designated location(s) during operating hours of City facilities within Lions Park.
- Provide security inspections, scheduled rounds to tracking system location as designated, detection and investigation of buildings, ground and appurtenances of the Downtown Recreation Center campus
- Ensure City owned building exteriors, structures, and gates are locked during after-hours non-operation and closures.
- Perform inspection, detection and investigation of all security-related incidents, violations of regulations and matters of public safety and report same to appropriate authorities and to City Contract Coordinator
- Assisting City staff with ensuring the City's municipal codes are not being violated
- Informing the public of the City's municipal codes applicable to City parks and facilities
- Contact appropriate personnel and police in case of unauthorized door openings or closings within the Downtown 'Recreation Center's campus
- Screen visitors of facilities within the patrol perimeter outlined in Attachment A
- Question and check ID of anyone who enters the premises during and after normal working hours and record said entry on daily report document (only City staff with proper identification will be allowed within City facilities after normal operating hours)
- Be observant of behavior in common areas such as smoking and/or vaping in non-smoking areas and take appropriate action
- Security personal must investigate all credible reports of suspicious, illegal activity from members of the public within the confines of the designated patrol perimeter and report all evidence of vandalism

- Observe and report any suspicious, illicit, or illegal activity or evidence of vandalism to the Costa Mesa Police Department and to designated Parks and Community Services Department staff.
- Communication shall be established with local law enforcement agencies in order to provide information on criminal activity taking place on site. This communication shall include immediate communication required for emergency situations (i.e. gunfire, domestic violence, etc.) as well as communication required for subsequent investigations of criminal activity
- Report inoperative interior and exterior lighting
- Contact appropriate City representative, police and/or other emergency response personnel as required in the event of an emergency
- Notify the appropriate law enforcement agency immediately of any unlawful activity
- Contact the police department in the event of observing or witnessing a potential problem
- Report any action taken by the security guard regarding any ordinance and/or rule enforcement, or emergency, in writing to the designated City staff
- Security officer shall remain within the patrol perimeter at all times throughout the duration of the shift.
- Document all reports of suspicious, illegal activity and/or vandalism. Include the nature, precise location, and outcome of all incidents in addition to any other pertinent details.

The un-armed security guard duties may, at the discretion of City staff, also include, but not be limited to:

- Inspection of all floors of City facilities with the patrol perimeter. Preferably at unscheduled 1 ½ hour intervals.
- Periodic inspection of outside property which shall include all parking lots, office buildings, and ensure proper use of handicapped parking and fire zones
- Periodically inspect all exits, including fire stairwells and respond to alarms indicating unauthorized use
- After business hours, inspection of office and building door lock, verification that sensitive areas are secured
- Investigate fire, burglar and pull-cord alarms for entire patrol area

## **EMERGENCIES**

Security officers shall respond promptly and appropriately to all security-related emergencies and requests for emergency assistance regardless of the nature of the emergency.

Upon determination of the nature of the emergency, the security officer shall immediately notify the appropriate law enforcement agency, fire department and/or medical aid provider as required.

Medical aid administered by the security officer shall be only to the extent that the officer is qualified to administer in accordance with the officer's level of certification.

The security officer shall interface immediately with any law enforcement agency responding within the patrol perimeter outlined in attachment A

### **KEYS**

Any keys issued to security personnel must be responsibly maintained and securely stored. Keys and combination lock codes are only to be exchanged between security personnel at designated shift rotations and to City staff upon request. Security personnel will not open any facility, structure, or gate for any member of the public without direction from City staff with the exception of emergencies.

Vendor will be responsible for expenses incurred from lost keys or from vandalism directly caused from inappropriate use of City issues keys or combination locks.

### **PATROL**

The patrol perimeter shall be the south side of W. 18<sup>th</sup> St, from the west side of Anaheim Ave. to the east side of Park Ave., north to the south fence of the fire station, east to the east side of the fire station, north to the north edge of parking lot, east to the east side of the Anaheim Ave. north to the north side of Plumer St., east to the east side of the Costa Mesa Senior Center parking lot, north to the south side of 19<sup>th</sup> St., east to the east side of Pomona Ave., south to the south side of Plumer St., west to the west side of Anaheim Ave., south to the south side of Anaheim Ave.

The facilities to patrol, within the designated perimeter include the Downtown Recreation Center, Costa Mesa Senior Center, Luke Davis Athletic Field, Luke Davis Athletic Field Restrooms, Costa Mesa/Donald Dungan Library, Lions Park (open space), Lion's Park Playground, Costa Mesa Community Center, and the Costa Mesa Historical Society.

#### **Addresses of areas identified on map (Exhibit I):**

- |   |  |
|---|--|
| 1. Downtown Recreation Center (DRC)<br>1860 Anaheim Avenue                                      | 9. Costa Mesa Historical Society<br>1870 Anaheim Avenue                        |
| 2. Costa Mesa Senior Center<br>695 W. 19 <sup>th</sup> Street                                   | 10. Costa Mesa Fire Station No. 3<br>1865 Park Avenue                          |
| 3. Luke Davis Athletic Field<br>North/East corner of West 18 <sup>th</sup> St. and Anaheim Ave. | 11. Costa Mesa Police Westside Sub-Station<br>567 West 18 <sup>th</sup> Street |
| 4. Luke Davis Athletic Field Restrooms  |  |
| 5. Costa Mesa/Donald Dungan Library<br>1855 Park Avenue   |  |
| 6. Lion's Park (open space)<br>570 West 18 <sup>th</sup> Street                                 |  |
| 7. Lion's Park Playground   |  |
| 8. Costa Mesa Community Center<br>1845 Park Avenue  |  |



EXHIBIT I

NORTH

