

CITY OF OCEANSIDE**PROFESSIONAL SERVICES AGREEMENT****PROJECT: Project Consulting Services for Police Facilities Needs Assessment**

THIS AGREEMENT, dated September 15, 2020, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and LPA Inc., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: The Consultant shall complete the requested work in two (2) phases as described in Exhibit 'A'. Phase 1 will analyze the need for future development of new police facilities, which would be consistent with the projected growth, and needs of the City and its public safety services as an update to the 2009 Griffin Structures report, while Phase 2 will be to implement items as outlined in the City's original Request for Proposal, as described in Exhibit 'B'. This agreement is for Phase 1 only at this time. The parties anticipate amending this Agreement to include Phase 2, with the understanding that such amendment must be approved by the Measure X Citizen Oversight Committee and the City Council.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

Project Consulting Services for Police Facilities Needs Assessment

4. LIABILITY INSURANCE.

- 4.1.** CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.
- 4.2** CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit aggregate	\$ 4,000,000

<u>Automobile Liability Insurance</u>	\$ 2,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

- 4.3** If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 4.4** All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

Project Consulting Services for Police Facilities Needs Assessment

- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
- 5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Million Dollars (\$2,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

- 6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees.

Project Consulting Services for Police Facilities Needs Assessment

CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting CONSULTANT's participation in this project.
8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed \$16,575.00 for Phase No. 1, plus reimbursable expenses not to exceed \$5,000.00 for both phases combined, for a total contract price not to exceed \$21,575.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Engineer. CONSULTANT shall obtain approval by the City Engineer prior to performing any work that result in incidental expenses to CITY. A Task Order will authorize each Phase and work shall not commence until the Task Order has been fully executed by LPA and the City.

9. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Engineer as follows:

Phase No. 1 – the updated report shall be delivered to the City two (2) weeks, or ten (10) working days, from the date LPA receives all data requested from the City. Based on agreed discussions, this process is anticipated to take approximately six (6) months from the beginning of data acquisition, to the delivery of data to LPA to the completion of the updated report. The Time Frame will not commence until a Notice to Proceed is issued.

Project Consulting Services for Police Facilities Needs Assessment

Phase No. 2 (if authorized by an amendment to this agreement) – work shall be completed within eighteen (18) weeks from the date of the fully executed Amendment for Phase No. 2.

10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

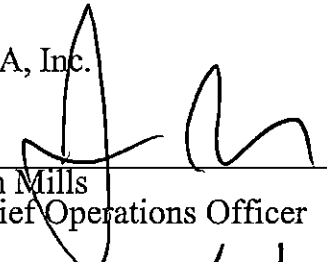
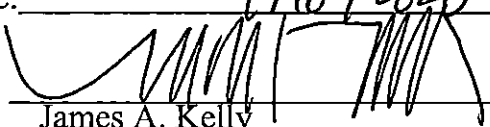
Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
13. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

Project Consulting Services for Police Facilities Needs Assessment

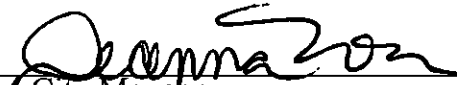
14. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

LPA, Inc.
By: 
Jon Mills
Chief Operations Officer
Date: 9/10/2020
By: 
James A. Kelly
Principal/Executive Vice President

Date: 9.10.20
95-2693579
Employer ID No.

CITY OF OCEANSIDE

By: 
City Manager
Date: 9/15/20

APPROVED AS TO FORM:


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

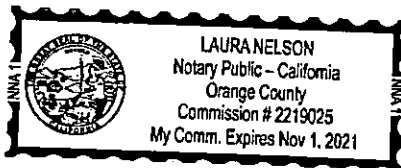
County of Orange

On September 10, 2020 before me, Laura Nelson, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Jon Mills and James A. Kelly
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Laura Nelson
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Professional Service Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



July 16, 2020

CITY OF OCEANSIDE - ENGINEERING DIVISION

Mr. Brian K. Thomas, PE
300 North Coast Highway
Oceanside, California 92054

RE: POLICE FACILITIES NEEDS ASSESSMENT

LPA Reference No: 1006234

Dear Mr. Thomas and Members of the Selection Committee:

Please find contained in this letter a response to your email dated July 8th 2020, requesting a revised proposal of fee and schedule for the Oceanside Police Department Needs Assessment Study.

To summarize, we are breaking our fee down into two phases. Phase One will be update the study prepared by Griffin Structures based upon current and predicted staffing and resource needs. Within Phase One we will:

- Conduct a one day / all day workshop with Senior Staff form the PD and the City.
- Based upon the data received in that workshop, we will update the program needs of the original study.
- Present the findings to the Police Department and the City at a follow-up meeting.

Phase Two will be to implement the balance of the RFP's scope of work. This will include the following:

- Evaluation of four (4) alternative site options.
 - o Option 1 – Continued Operation of the existing facilities.
 - o Option 2 – An alternate site with existing infrastructure for renovation.
 - o Option 3 – A new facility to replace the existing facilities.
 - o Option 4 – New facilities in addition to maintaining the existing facilities.
- Develop Cost Analysis associated with each of the four (4) site scenarios.
- Three (3) community outreach meetings.
- One (1) Oceanside City Council Meeting.



Our proposed fee for Phases One and Two is as follows:

Phase One:	\$16,575.00
Phase Two:	\$128,250.00
Total Fee:	\$144,825.00
Reimbursable Expenses:	\$5,000.00

Our proposed schedule for Phases One and Two is as follows:

Phase One:	2 Weeks
Phase Two:	18 Weeks
Total Duration:	20 Weeks

The City of Oceanside has a tremendous opportunity to reshape your Police Facilities. We look forward to further discussions and collaborations. Thank you for your consideration. Should you have any additional questions, please do not hesitate to reach out for more information.

The proposal shall remain valid for a period of one hundred and eighty (180) calendar days.

Sincerely,

David Gilmore, AIA / LEED AP BD+C
Principal-in-Charge
DGilmore@LPADesignStudios.com

Jeremy Hart, AIA / LEED AP BD+C
Director of Civic + Cultural/Project Manager
JHart@LPADesignStudios.com



May 14, 2020

REQUEST FOR PROPOSALS (RFP)

FOR

**PROJECT CONSULTING SERVICES
FOR
A NEEDS ASSESSMENT FOR THE
OCEANSIDE POLICE DEPARTMENT
(POLICE FACILITIES STUDY)**

PROPOSAL DUE:

June 18, 2020

4:00 PM

City of Oceanside – Engineering Division
300 North Coast Highway
Oceanside, CA, 92054
(760) 435-3548



REQUEST FOR PROPOSALS
Police Facilities Needs Assessment Study

The City of Oceanside ("City") is requesting Proposals, including a Statement of Qualifications (SOQ), from consulting firms that demonstrate qualifications and experience of services as described herein for a needs assessment to measure the existing use of police space and facilities. The selected Consultant shall analyze the need for future development of new police facilities, which would be consistent with the projected growth, and needs of the City and its public safety services.

All consultant personnel assigned in response to this proposal request **shall remain contract employees** and shall not be eligible for city benefits. The consultant will pay any claims made by consultant personnel that they were "City Employees" for the duration of the assignment, and are therefore entitled to city paid benefits.

Please review the Professional Services Agreement (Attachment A) and the Consultant Ranking Form (Attachment B) and note any issues within the Cover Letter pursuant to the requirements listed herein. The Previous Needs Assessment is provided as Attachment C for reference.

While the prior study did include a Fire Department assessment needs, this study will not include a Fire Department Assessment at this time.

After opening submitted proposals, the City shall reserve the right to reject any or all proposals, to waive any informality, to make an award based on the best interest of the City.

BACKGROUND

Since 1999, the City of Oceanside has housed its Police headquarters at the location of 3855 Mission Avenue; the City owns the property upon which the facilities are located. This Police Headquarters is currently housed in two buildings with a total of 49,108 square feet and includes a parking lot for marked police vehicles. At the time the site was planned and developed, the stated goal was that it be an interim facility for Police to occupy for a period of 10 years. At the conclusion of the 10 years, the site was to be programmed for other city uses. The Police Department currently has a staffing allocation of 337 full-time positions, and the site serves multiple law enforcement purposes as highlighted in the Request for Proposals (RFP). The Police Department also operates an off-site evidence facility located at the City Operations Center and a firing range located at the City Water Treatment Plant.

The City continues to grow and evolve. As a result, there is the need for increased police services; additional police staff have been allocated in upcoming budgets. There is a Public Safety Center Option included within the El Corazon Specific Plan area but the feasibility of developing a facility at that location in the near future is uncertain. The Needs Assessment resulting from this RFP process will include a detailed analysis of the current Police facilities, and projected facility and site requirements. As the City of Oceanside Police Department also patrols the City's Harbor and Beaches, Harbor Patrol and Enforcement should also be considered with the needs assessment. Please refer to Attachment C for the City's prior Needs Assessment.



REQUEST FOR PROPOSALS
Police Facilities Needs Assessment Study

INTRODUCTION

This Request for Proposals ("RFP") is for a needs assessment to measure the existing use of the police space and facilities, and analyze the need for future development of new police facilities, which would be consistent with the projected growth, and needs of the City and its public safety services.

The study should also include research on requirements and trends in police and safety center development based on legal and administrative standards, and other pertinent concerns such as homeland security. The research methodology must consider all the various functions of police space and facilities including: serving as an office base for sworn and non-sworn uniformed personnel; long-term environment for career office personnel; front-desk customers; citizens; volunteer personnel; adult and juvenile detainees; classroom type and firearms training; meetings; evidence processing and storage (processing and storage of evidence are two separate things that have their own set of needs); and their interrelationship with other city departments and services. The study must consider all of the various services the Oceanside Police Department provides and may provide in the near future.

The information gained through the study will assist the City in determining the current status and need for a new Police facility, and enable the incorporation of these plans into future budget needs.

The City of Oceanside is also currently facing concerns about the future of its Police firing range, and space at its evidence facility. These two facilities are also to be included in the needs assessment.

HISTORY AND CURRENT STATUS

The Oceanside Police Department was established in 1906, and has grown from a staff of one City Marshal to a department of 337 full-time staff members serving over 178,000 residents per recent Department of Finance figures.

The Oceanside Police Department headquarters is currently comprised of two buildings with a total of 49,108 square feet, located in what could be described as northerly central Oceanside on City-owned property. Between the two buildings is a 59-vehicle lighted covered parking lot with key features being electronically locking vehicle and employee gates, fuel pumps, generator, inmate sally port, and provisions for evidence transmittal.

The Police Department also operates an evidence section and a firing range, which are located at separate city facilities.

The Oceanside Police department also operates several small community resource centers primarily staffed by volunteers, but these are not to be considered as pertinent to space utilization in this assessment.



REQUEST FOR PROPOSALS
Police Facilities Needs Assessment Study

The Oceanside Police Department can provide a walk-through tour of the facility upon a request to qualified firms expressing an interest in submitting a proposal. Consultants will need to provide a formal request to the city's project manager; the City will then schedule a tour via addendum for all those interested.

SCOPE OF WORK

As part of the Assessment, the Consultant shall identify space needs. From this space needs, the Consultant will need to identify what a suitable site should encompass for discussion with City Staff in order to identify potential property prospects. Consideration must be made to the impact of the various police facility development scenarios on any potential alternate development needs of public and private raw land or the redevelopment of developed property within the City of Oceanside.

The study must also include an assessment of any potential impacts of the proposed law enforcement facility or facilities themselves on the surrounding community or businesses where they would potentially be located. Identify any required changes, waivers, etc. that proposed facility will require. Identify any issues that have been resolved, and whether those same conditions would or do potentially exist in the City of Oceanside concerning this proposal.

Assess the impact of local, regional, and state imposed regulations that affect the type of facility proposed. Identify any required changes, waiver, etc. that the proposed facility will require; the consultant will be required to work with the City's Planning Department regarding these determinations. Particular attention should be made to habitat restrictions, both current and potential based on the forecasted use. As part of any location recommendation, the ability of the current utility infrastructure to support any proposed facility should be considered and any necessary upgrades included in the analysis for each viable site. Evidence processing fumes, DNA storage, firearms noise, ergonomics to minimize workers compensation claims, earthquake safety, security from terrorist acts, and durability of structure and fixtures are issues requiring special consideration.

Focus must be made on the needs of the community in receiving the benefit of continuing and ongoing effective operations of a properly equipped, sized, and staffed Police department facility (or facilities) into the foreseeable future.

Alternate scenarios for the study should identify potential needs assessed for police facilities and development for the next 5 years, 10 years, 15 years and 20 years and beyond. Staffing needs, population, and other above-mentioned estimates should be based upon reasonable and factual information from reliable, clearly referenced sources such as SANDAG. The State of California Department of Finance, Homeland Security and the FBI. Proposals should detail, to the extent possible, potential size and type of construction, features, and cost.



REQUEST FOR PROPOSALS

Police Facilities Needs Assessment Study

The consultant should provide an executive summary with a matrix on a recommended decision-making process to assist the City's several decision-making bodies in reviewing the various points of consideration. The City expects an analysis that, at a minimum, specifically addresses the current services of the department, how they are currently met with an emphasis on space & facilities, and how they can continue to be met with anticipated growth at the future above-specified target dates.

As part of the Needs Assessment, the Consultant shall consider the following:

1. Continued Operation of the existing facilities and provide the pros and cons for operating under structure. Include any minimal improvements as need, as well as any needed annexation of surrounding space, buildings, parking, etc.
2. Locate another site with infrastructure and requisite building space and provide renovation concepts and costs. Renovation must include the current facility needs, firing range needs, evidence storage, etc., as well as associated costs.
3. Construction of a new facility as a replacement of the existing facilities.
4. Construction of a new facility in addition to maintaining the existing facilities.

Cost analyses should include all costs associated with Options 1 through 4 noted above and shall include, but not be limited to: architectural and engineering cost, site improvements, off-site improvements inclusive of needed infrastructure, building cost, soft cost, fees and permits, environmental compliance, consultant cost and any other Facility related information necessary to evaluate the four (4) alternative scenarios.

An overview of possible funding sources should be included – suggested to mainly be a survey of funding sources used by comparable cities, and as considered against Oceanside's current economic environment and forecast. (Recent RFPs submitted for other city space, land, and facility projects can be considered or referenced by the firm for this portion of the report).

REPORT

The City expects the consultant's scope of services, findings and conclusions and recommendations to be presented in a written report. Additionally, the consultant can be expected to conduct at least three (3) community outreach meetings and to present their findings at one or more Oceanside City Council meetings; costs per presentation and meeting should be built into the report.

STATEMENT OF QUALIFICATIONS

Consultant shall demonstrate, through the submitted RFP, experience and successful handling of work for Capital Improvement Program (CIP) projects with respect to public safety facilities within a five (5) year period of the date of this RFP. The consultant is encouraged to dedicate a separate section discussing their capacity for cost effectiveness and innovative engineering solutions.



SUBMITTAL CONTENT

To respond to this request for proposals, the City of Oceanside asks for a proposed scope of work, proposed project manager, cost proposal, and schedule for completing the project. Digitally submit the proposal as noted herein via PDF. The PDF shall be no larger than 10 megabytes, and include all relevant signatures. The submittal length shall be limited to a maximum of 24 pages exclusive of any appendices information so please plan accordingly.

It is requested that responses to this RFP not regurgitate the information contained herein but rather that the responses expand and elaborate on the information requested. It is further requested that responses demonstrate an understanding of the requested services.

Contents of the responsive proposal shall include (**all Font shall be Arial 12 point**):

1. Cover Letter – **3 pages maximum**

- a. Include a statement regarding City Insurance Requirements.
- b. Include any exceptions to the RFP or contained language or the attached Professional Services Agreement template.
- c. Include a statement that the Proposal's terms are valid for a period of one hundred and eighty (180) calendar days from the date of submittal.
- d. Signed by those with authority to contractually enter into a written agreement between the consulting firm(s) and the City.

2. General Firm Profile – **2 pages maximum**

- a. Include a general firm description; outline the services to be performed.
- b. Note the location of the main office, branch offices, and the number of years the firm has provided similar services.

3. Proposed Scope of Services – **20 pages maximum**

- a. Proposed Services, Deliverables and Method of Delivery. Provide a comprehensive plan to address the requirements of this RFP. Include cost effectiveness and innovation within this area. Also include any exclusions to the services which will not be performed and why.
- b. Project Manager (single point of contact for the firm) providing a one paragraph explanation why the PM was selected.
- c. Key Personnel and Qualifications of team who will be providing the analysis along with a list of similar projects completed by the team members and for which clients the projects were completed. Include subconsultants here as needed.
- d. Equipment to be provided to in-house contract staff as needed.



4. Project schedule – **2 pages maximum**
 - a. Provide a preliminary schedule outlining the Needs tasks to complete the Assessment.
 - b. The Final Schedule may be negotiated along with final costs.
5. References – **4 pages maximum**
 - a. Provide at least three (3); must include the City of Oceanside or neighboring North San Diego County agencies if applicable.
 - b. Must be current within the last five (5) years
 - c. Provide the current Contact Name, Title, telephone number, email, and how long the firm has worked with the current individual.
 - d. Provide the services provided.
 - e. Note any issues with meeting deadlines or contract requirements.
6. Cost and Hourly Rate Proposal
 - a. As part of the review criteria, the Study cost will be evaluated as part of the ranking process. The Consultant shall provide a separate header within the proposal a total cost to perform the study as proposed and provide a cost breakdown of work (e.g. hourly rates, materials, and equipment) and included the costs for any subconsultants in a similar manner.
 - b. All Proposals will be ranked by the evaluation panel from a technical perspective; the panel will receive a redacted copy that excludes costs from the Proposal for its review and evaluation. Cost proposals will be ranked based on a comparison to the services offered versus the overall cost to perform said services. The top five technically ranked Proposals will be awarded points as noted in Attachment B.
7. Appendices
 - a. Provide a copy of one comparable study completed previously – **this may be a separate email.**
 - b. Resumes of Project Manager and Key Personnel – **3 pages maximum per individual resume**
 - c. Supplemental Information – **15 pages maximum for all other materials**

The most successful Proposer will be required to enter into a contractual agreement with the City, inclusive of insurance and indemnifications requirements with the City in accordance with the Professional Services Agreement (Attachment A). The actual duration will be specified by the executed agreement.

The City is not responsible for costs associated with the preparation of the proposals; there is no express or implied obligation for the City to reimburse Consultant for any



REQUEST FOR PROPOSALS
Police Facilities Needs Assessment Study

expenses incurred in preparing or submitting an RFP and Proposal. The City reserves the right to accept or reject any and all proposals.

All data, documents and other products submitted in response to this RFP remain the property of the City. City reserves the right to retain all RFPs and proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP and the appendices hereto, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the selected Consultant.

Materials submitted by Consultant are subject to public inspection under the California Public Records Act (Government Code Section 6250 et seq.), unless exempt.

Any proprietary or confidential information should be noted as such and included in a separate section header along with a request to not release said items to the Public.

CONSULTANT SELECTION PROCESS

The City uses a Qualifications Based Selection process in determining with which firm(s) to contract. Proposals may include firm qualifications, references, knowledge, and your interpretation of the City's needs. Staff will review all proposals based on merit, and a shortlist of up to the most five (5) qualified teams will be generated.

From the shortlist, staff may select the highest rated firms to interview. Those firms may be invited to interview with a panel of interviewers including Development Services Engineers, Police Staff and members from the City Manager's Office.

The shortlisted and most successful Proposer(s) will be required to enter into a contractual agreement with the City, inclusive of insurance and indemnifications requirements with the City in accordance with the Professional Services Agreement (Attachment A). If negotiations are unsuccessful, the City will cease negotiations with the top ranked firm and enter negotiations with the next-ranked firm.

Failure to meet the requirements of this RFP will be cause for rejection of qualifications.

The City of Oceanside appreciates your response. Please e-mail the City Engineer at bthomas@oceansideca.org with questions you may have. Responses to questions received will be posted on the City's website. **No questions will be accepted after 4:00 pm June 8, 2020**; the last answer set will be posted to the City's website by 4:00 pm June 11, 2020.

The proceedings of the selection committee are confidential. Members of the Selection Committee are not to be contacted by the consultants. **Please do not contact the Police Department or City Manager's Office for direction, advice or information.**

The proposals will be evaluated based on the Consultant Proposal Rating Form (Attachment B).



REQUEST FOR PROPOSALS
Police Facilities Needs Assessment Study

Digital copies of the RFP are available for viewing and downloading on the City of Oceanside Website at www.ci.oceanside.ca.us. Written requests may also be made to the City Engineer via the email noted above.

Submit Proposals digitally as outlined in the section titled "Submittal Content" to the following (do not mail or ship overnight):

Mr. Brian K. Thomas, PE, City Engineer
City of Oceanside – Engineering Division
300 North Coast Highway
Oceanside, CA, 92054
(760) 435-5106
bthomas@oceansideca.org

Due Date: 4:00 pm June 24, 2020

ANTICIPATED CONSULTANT SELECTION SCHEDULE

- | | |
|---|--------------------------|
| • Questions Due to City | June 8, 2020 by 4:00 PM |
| • Responses to Questions posted | June 11, 2020 by 4:00 PM |
| • RFP/Proposal Due | June 18, 2020 by 4:00 PM |
| • Top Rated Consultant Interviews (if needed) | June 30, 2020 |
| • Negotiation with Top Ranked Firm | July 8, 2020 |
| • Council Recommendation to award contract | August 5, 2020 |

ATTACHMENTS

Attachment A - Professional Services Agreement

Attachment B - Consultant Proposal Rating Form

Attachment C - Previous Draft Study with Executive Summary

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT**PROJECT: Oceanside Police Facilities Assessment Study**

THIS AGREEMENT, dated _____, 20__, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and _____, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: CONSULTANT shall provide engineering support services on an on-call and on an as-needed basis as outlined in Exhibit "A".
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**
 - 4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit project specific aggregate	\$ 4,000,000

<u>Automobile Liability Insurance</u>	\$ 2,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

- 4.3** If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 4.4** All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 4.5** All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Million Dollars (\$2,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought

against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting CONSULTANT's participation in this project.
8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$_____ per annum in accordance with the Proposal Requirements.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Engineer. CONSULTANT shall obtain approval by the City Engineer prior to performing any work that result in incidental expenses to CITY.
9. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Engineer within [number of working or calendar days] [project manager may insert a phased timing requirement instead of time certain, if desired].
10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements. This Agreement shall remain in effect for three (3) years from the date of execution and may be continued for two (2), single year extensions upon satisfactory completion of the initial three (3) year term.
11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein. Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
13. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.
14. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

<p>[NAME OF CONSULTANT]</p> <p>By: _____ Name/Title</p> <p>Date: _____</p> <p>By: _____ Name/Title</p> <p>Date: _____</p>	<p>CITY OF OCEANSIDE</p> <p>By: _____ City Manager</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ City Attorney</p>
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Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

City of Oceanside
CONSULTANT PROPOSAL RATING FORM

Name of Firm(s): _____

Date: _____

Project/Service: _____

Project/Acct. No.: _____

ITEM	POINTS	CONSULTANT				
I. QUALIFICATIONS OF FIRM AND MEMBERS:	30					
A. Specialized expertise of members. (20 pts)						
B. Adequacy of staff and resources. (10 pts)						
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:	20					
A. Comparable work (local area preferred). (12 pts)						
B. Proposal submitted by a San Diego County firm. (3 pts)						
C. Proposal included a San Diego firm as part of a consulting team. (2 pts)						
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm. (3 pts)						
III. ABILITY TO PROVIDE SERVICES:	20					
A. References state ability to complete job on time. (14 pts)						
B. Proposed Project Schedule. (6 pts)						
IV. QUALITY OF PROPOSAL:	20					
A. Satisfactorily address all objectives. (12 pts)						
B. Provide additional amplifying information. (5 pts)						
C. Presentation, clarity, neatness. (3 pts)						
V. WORK PERFORMANCE FOR THE CITY:	10					
A. Proposal Cost (Cost vs. Service comparison. Rank 1 = 10, 2 = 8, 3 = 6, 4 = 4, 5 = 2, 6+ = 0 pts)						
TOTALS:	100	0	0	0	0	0

Ranking:

Rated By:

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

Name: _____

Title: _____

Date: _____