



CITY OF TUSTIN

300 Centennial Way Tustin, California 92780

REQUEST FOR PROPOSALS

for

Professional Consulting Services

for the

Tustin Police Department Workforce Assessment

November 2015

PROPOSAL SUBMITTALS: Responses to the Request for Proposal (RFP) are to be submitted to:

Kristin Miller
 Police Support Services Manager
 Tustin Police Department
 City of Tustin
 300 Centennial Way
 Tustin, California 92780

no later than 1700 hours on December 1, 2015. 3 copies of the proposal shall be submitted in a sealed envelope and marked: "Proposal for a Workforce Assessment ." **Proposals received after the specified time will not be accepted and will be returned unopened.** Fees shall be provided in a separate sealed envelope. Questions regarding this request will be limited to written form and shall be submitted no later than 7 calendar days prior to the deadline for proposal submission. Verbal inquiries will not be accepted. Questions shall be directed to Kristin Miller at KMiller@tustinca.org.

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ATTACHMENTS

- Attachment A - Sample Consultant Services Agreement
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I. PROJECT DESCRIPTION

The Tustin Police Department is seeking bids for a workforce assessment. Our goal is to ensure the personnel strength of the organization is consistent with the workload. It is the intention of the assessment to contain the 2015 calendar year.

Completion of analysis, including written evaluation and recommendations should be received by the Tustin Police Department by April 1, 2016. This date may be subject to modification if necessary.

II. SCHEDULE OF EVENTS

November 9, 2015	Issuance of Request for Proposals
November 24, 2015	Deadline for written questions.
December 1, 2015	Proposals due at Tustin City Hall by 1700 Hours
December 8, 2015	Anticipated proposal reviews (est. date)
January 19, 2016	City Council Approval of Consultant Contract (if necessary; est. date)
January 29, 2016	Issuance of notice-to-proceed (est. date)

III. SCOPE OF WORK

Although the City is attempting to identify the limits and services required, this should not unnecessarily limit the consultant in the development of a scope it believes is necessary to meet the City's goals and objectives.

There are 95 total sworn full-time positions, 51 total civilian full-time positions and 11 part-time positions of various responsibilities. Each unit and position is to be assessed for effectiveness. Our expectation of the assessment is to properly evaluate staffing of each unit and the allocation of resources for each unit. The nature or number of tasks and their complexity, location and time required for completion are some of the factors expected to be assessed. The Tustin Police Department is divided into two operational components – Community Policing and Administrative services. The Community Policing Bureau is comprised of two Patrol Divisions, North Area Command and South Area Command including the Traffic Unit and the Special Enforcement Detail and the Special Operations Division including General Investigations, Gang Unit and Special Investigations Unit. The Administrative Services Bureau is comprised of the Professional Standards Division, including Personnel and Training, Community Relations, Emergency Management and Administrative Investigations, the Field Support Division, including Communications and Police Services Officers and the Operations Support Division including Records and Property and Evidence.

Each employee to be used by contractor on city property or facilities may not work until the mandated documentation for eligibility to work has been received by the city and approved before the contractor's employee starts work. This includes Department of Justice (DOJ) fingerprinting and clearance. The cost associated with the fingerprinting, background checks, and DOJ clearance will be paid for by the City of Tustin. All Contractors' employees

shall complete the required forms and submit them to the City; cost associated with this process will be included in Contractor's bid.

IV. PROPOSAL REQUIREMENTS

Although the City requires no specific format, this section is intended to provide guidelines to the consultant regarding features that the City will look for and expect to be included in the proposal.

1. Content & Format

The City requests that proposals submitted be organized and presented in a neat and logical format and are relevant to these services. Consultant's proposals shall be clear, accurate, and comprehensive. Excessive or irrelevant material will not be favorably received.

Proposals shall contain no more than 10 typed pages using a 10 point minimum font size, including transmittal/offer letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. The purpose of these restrictions is to minimize the costs of proposal preparation and to ensure that the response to the RFP is fully relevant to the project.

The proposal should include the following:

- Transmittal/offer letter.
- Page numbering.
- Index/Table of Contents.
- Approach.
- Team Organization including an organization diagram and time commitment of key staff.
- Statement of Qualifications including descriptions of similar projects by key staff to be assigned during the term of the contract.
- Brief resumes of key staff.
- Schedule of Hourly Rates and fees in a separate sealed envelope.

2. Approach

A description of the firm's approach and work program to meet the city's objectives shall be included. It should explain the technical approach, methodology, and specific tasks and activities that will be performed to address the specific issues and work items.

3. Team Organization

The purpose of this section is to describe the organization of the project team including subconsultants and key staff. A project manager and an alternate project

manager shall be named who shall be the prime contact and be responsible for coordinating all activities with the City. An organization diagram shall be submitted showing all key team members and illustrating the relationship between the City, the project manager, key staff, and subconsultants. There also should be a brief description of the role and responsibilities of all key staff and subconsultants identified in the team organization.

4. **Statement of Qualifications**

The information provided in this section should describe the qualifications of the firm and key staff in performing projects within the past five years that are similar in scope and size to demonstrate competence to perform these services. The projects listed should be those that the key staff named for this project were responsible for performing. Information shall include:

- Names of key staff that participated on named projects and their specific responsibilities.
- The client's name, contact person, addresses, and telephone numbers.
- A brief description of type and extent of services provided.
- Completion dates (estimated, if not yet completed).
- Total costs of the projects.

There should be included in the section brief resumes of key personnel who will provide these services demonstrating their qualifications and experience. Resumes should highlight education, relevant experience, licenses, and specific responsibilities for services described.

5. **Fee Proposal**

Compensation for services provided shall be based upon the consultant's detailed fee proposal to furnish the services detailed in their proposal.

A Fee Proposal shall be submitted in a separate, sealed envelope and marked as "Fee Proposal" along with the name of the project.

A work program together with a breakdown of labor hours by employee billing classification together with the cost of non-labor and subconsultant services shall be included with the fee proposal. The labor breakdown shall be compiled based upon a listing of work tasks that correlates with the consultant's defined scope of work for the project proposal. This information will be used by the City staff to evaluate the reasonableness of the fee proposal and may be used in negotiating the final fee amounts for the contract agreement.

The fee proposal of the three top ranked consultants will be opened at the conclusion of the consultant evaluation and selection process. Fees will not be

used to determine the ranking of the consultants. The Fee Proposals of those consultants not ranked in the top three will be returned to them unopened upon award of contract to the selected consultant.

The City will negotiate the final fee with the top ranked consultant.

Reimbursable expenses shall not be allowed unless negotiated prior to a contract.

Price escalations during the contract term are disfavored and will not be allowed unless negotiated prior to execution of contract.

Although no public meetings are anticipated, the fee proposal shall include a unit cost for a public meeting in the event a meeting will be required.

The consultant shall prepare progress billings, reflective of the project schedule and the scope of work completed, by line item and description.

6. **Statement of Offer & Signature**

The Proposal shall contain a statement that the proposals are a firm offer for a 90-day period and signed by an individual authorized to act on behalf of the firm.

V. **GENERAL REQUIREMENTS**

1. **Insurance Requirements**

The consultant shall furnish with the proposal proof of the following minimum insurance coverage. These minimum levels of coverage are required to be maintained for the duration of the project:

A. General Liability and Automobile Liability Coverage - \$1,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Worker's Compensation Coverage - State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Tustin.

The consultant is encouraged to contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for

negotiation of a contract agreement. The City shall be named as Additional Insured and no policy may be modified or cancelled prior to thirty (30) days written notice. Certificates of insurance and insurer endorsements evidencing the required insurance shall be provided.

2. Standard Form of Agreement

The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included as Attachment A. **The consultant shall carefully review the agreement, and include with the proposal a description of any exceptions requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.**

3. Disclaimer

This RFP does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to extend the due date for the proposal, to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified consultant, or to cancel this RFP in part or in its entirety. The City may require the selected consultant to participate in negotiations and to submit such technical, fee, or other revisions of their proposals as may result from negotiations.

4. Assigned Representatives

The City will assign a responsible representative to administer the contract, and to assist the consultant in obtaining information. The consultant also shall assign a responsible representative (project manager) and an alternate, who shall be identified in the proposal. The consultant's representative will remain in responsible charge of the consultant's duties from the notice-to-proceed through project completion. If the consultant's primary representative should be unable to continue with the project, then the alternate representative identified in the proposal shall become the project manager. The City's representative shall first approve any substitution of representatives or subconsultants identified in the proposal in writing. The City reserves the right to review and approve/disapprove all key staff and subconsultant substitution or removal, and may consider such changes not approved to be a breach of contract.

5. City Business License

A city business license will be required of the consultant and any subconsultants for services under this agreement.

VI. CONSULTANT EVALUATION & SELECTION PROCESS

The City's consultant evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The following criteria will be used in evaluating the proposals using a point value system (100 points) based upon the weighting indicated below:

1. Approach and work plan to achieve specified city objectives. (25 points)
2. Qualifications and experience of the project manager and other key individuals. (40 points)
3. Results of reference checks. (15 points) Reference checks will only be conducted for a short list of firms or the top rated firm.
4. Clarity of proposal. (10 points)
5. Compliance with proposal requirements including the 10 page limitation. (10 points)

The City may elect to interview a short list of qualified firms or to interview only the top rated firm based upon the proposals submitted for the project.

The City staff will negotiate a contract with the best qualified firm for the desired consulting services. Should the City staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. Negotiations will then be undertaken with the next most qualified firm. Failing accord with the second most qualified firm, the City staff will terminate negotiations and continue the negotiation process with the next most qualified firms in order of their evaluation ranking until an agreement is reached and a firm is selected and an agreement is executed.

Additional information related to the consultant selection process will be made available in the future once the City has executed this contract. Please refrain from making any verbal inquires or requests for a formal debriefing related to the subject RFP until the City of Tustin completes the ongoing contract process.

VII. ADMINISTRATION SPECIFICATIONS

A. The City of Tustin's Rights to Proposals

All proposals, upon submission to the City of Tustin shall become its property for use as deemed appropriate. By submitting a proposal, the offer covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. The City of Tustin has the following prerogatives with regard to proposals submitted:

- to accept or reject any or all proposals;
- to correct any arithmetic errors in any or all proposals submitted;
- to utilize any or all the ideas from proposals submitted;

- to change the proposal's due date upon appropriate notification;
- to adopt any or all of an offeror's proposal; and
- to negotiate modifications to the scope and fee with selected offeror prior to contract award.

ATTACHMENTS

Attachment A --- Sample Consultant Services Agreement
Attachment B --- Business License