

REQUEST FOR PROPOSALS
FOR
CITY OF ONTARIO
FOR
JAIL FACILITY STAFFING & SUPPORT SERVICES



SERVICES

CITY OF ONTARIO
303 East "B" Street
Ontario, CA 91764-4196

Telephone: (909) 395-2012



CITY OF ONTARIO

NOTICE INVITING PROPOSALS, RFP NO. 1949

JAIL FACILITY STAFFING & SUPPORT SERVICES

SERVICES

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the City of Ontario ("City") electronically through the City's online bid management provider ("PlanetBids"), until 01:00 PM, October 1st, 2025. Proposals may not be submitted by fax, email, telephone, mail, hand delivery, or other means; any proposals received through any means other than Planet Bids will be returned to the proposer unopened.

The City is requesting proposals to provide: **JAIL FACILITY STAFFING & SUPPORT SERVICES**

Interested parties may download copies of the above mentioned RFP by visiting the City's web site, www.ontarioca.gov and selecting "Bids and Proposals" under "Business" on the home page. To download solicitation packages and submit proposals, new vendors will be required to register.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed agreement including the identified scope of services. The City reserves the right to reject any or all proposals determined not to be in the best interest of the City.

City of Ontario Purchasing Department
(909) 395-2012

**CITY OF ONTARIO
REQUEST FOR PROPOSALS**

JAIL FACILITY STAFFING & SUPPORT

I. BACKGROUND AND INTRODUCTION

The City of Ontario ("City") is requesting proposals from qualified firms¹ ("Proposers") for **Jail Facility Staffing & Support Services** ("Services"), which shall be provided under the general direction of the City Manager or his or her designee.

The City is a general law city in the State of California. The City's population is estimated at 166,866 and the City's current area covers approximately 50 square miles. The City operates under a council-manager form of government with a five-member City Council elected at large. Each council member serves a four-year term. The City Council meets on the first and third Tuesdays of the month at Ontario City Hall, 303 East "B" Street. To serve and promote the welfare of its residents, the City intends to procure the Services, as described below.

Ontario is located 35 miles east of Los Angeles and borders Riverside County on the southeast and is the second largest city in San Bernardino County. The Ontario Police Department (OPD) is a full-service law enforcement agency providing first responder services as well as proactive and reactive enforcement efforts. OPD is staffed by 300 sworn officers and 108 professional staff.

The Department operates a Temporary Holding Jail Facility ("Facility"), as described in the California Code of Regulations, Title 15. Approximately 6,750 inmates are booked per year in the Facility for various felony and misdemeanor violations of law. Currently there are no "Pay to Stays" or Federal bookings.

Current staffing at the Department's Facility consists of nine, full-time, contracted, and custody officers (one Jail Supervisor, one Jail Lead and seven Jail Officers) working 10-hour shifts, and one, part-time, custody officer working 20 hours a week. Supplemental coverage is provided by the Department's police officers and matrons. Contract custody officers are responsible for receiving, processing, monitoring, transporting and/or releasing prisoners arrested by officers of the Department and/or other law enforcement agencies. The jail is immediately overseen by the on-duty Watch Commander and managed by a patrol lieutenant.

II. REQUEST FOR PROPOSALS

A. Scope of Services

The Services sought under this Request for Proposals ("RFP") are set forth in more detail in **Exhibit "A,"** attached hereto and incorporated herein by this reference. Notwithstanding the inclusion of such Services in **Exhibit "A"** the final scope of Services negotiated between City and the successful Proposer shall be set forth in the Agreement ("Agreement") executed by and between City and the successful Proposer. A copy of the sample Agreement is attached hereto

¹Use of the term "firm" throughout this document shall mean individual proprietorship, partnership, Limited Liability Company, corporation or joint venture.

as **Exhibit “B”** and incorporated herein by this reference.

B. Pre-Proposal Meeting

Each Proposer is requested to attend a **mandatory pre-proposal** meeting to be held on September 22nd, 2025, from 03:00 PM to 05:00 PM at the **Ontario Police Department located at 2500 S Archibald Ave, Ontario, CA, 91761**. Failure to attend this meeting will preclude a firm from submitting a proposal. Attendance at the pre-proposal meeting will ensure the Proposer understands the full scope of the Services requested.

C. Content and Format of Proposal

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized, tabbed, and numbered in the order presented below. Proposals must include page numbers for all pages in the proposal. The proposal shall be uploaded (.pdf file) as an attachment(s) and submitted through PlanetBids. The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.

Proposals shall be in the following order and shall include:

1. Executive Summary: (limit: 1 page) Summarize the content of your proposal in a clear and concise manner.
2. Table of Contents: (limit: 1 page)
3. Identification of Proposer: (limit: 1 page)
 - a. Legal name and address of the company.
 - b. Legal form of company (partnership, corporation).
 - c. If company is a wholly owned subsidiary of a “parent company,” identify the “parent company.”
 - d. Name, title, address and telephone number of the proposed representative to contact concerning the Proposal Submittal.
 - e. City Business License Number
4. Staffing Resources: (limit: 2 pages)
 - a. Firm Staffing and Key Personnel
 - (i) Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm’s capacity to provide additional personnel as needed.
 - (ii) Identify three (3) persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.

- (iii) Describe proposed team organization, including identification and responsibilities of key personnel. Please include one-page resumes.
 - (iv) Provide brief biographies of individuals that will be working directly with the City.
- b. Subcontractors
 - (i) The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function, if known at this time.

5. Fiscal Stability: (limit: 1 page- not including supporting documentation)

- a. The Proposer should provide evidence of corporate stability including:
 - (i) A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; or
 - (ii) A letter from a financial institution stating a current line of credit; and
 - (iii) Latest audited financial statement and/or annual report that has been certified by a CPA. This information will remain confidential and is not subject to public disclosure.

6. Experience and Technical Competence: (limit: 5 pages)

- a. Experience
 - (i) The Proposer shall provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
 - (ii) Describe the past experience of the staff to be assigned to perform the Services in performing similar services.
 - (iii) The Proposer shall state the number of years the firm has conducted business. Proposer must have at least four (4) years' experience in providing the required scope of Services for public clients.
 - (iv) Provide five (5) references regarding the Proposer's experience and performance performing similar services. Include the following information: (1) Organization/City, contact name, phone number, e-mail address; and (2) project size and description, if applicable, and description of services.

- (v) Describe the Proposer's local experience and knowledge of City.

b. Project Specific Experience

- (i) The Proposer shall provide a description of the three (3) most relevant service contracts held within the last five years, one page per project, to include:
 - (a) Role of the firm
 - (b) Dollar value of the services
 - (c) Dollar value of the fee
 - (d) Description of services
 - (e) Staffing
 - (f) Duration of providing services
 - (g) Relationship to client
 - (h) Contact name, position, entity name, telephone number, fax number and e-mail address for each project.
- (ii) If any of the following has occurred, please describe in detail:
 - (a) Failure to enter into a contract or professional services agreement once selected.
 - (b) Withdrawal of a proposal as a result of an error.
 - (c) Termination or failure to complete a contract.
 - (d) Debarment by any municipal, county, state, federal or local agency.
 - (e) Involvement in litigation, arbitration or mediation. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance. Knowing concealment of any deficiency in the performance of a prior contract.

- (f) Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- (g) Willful disregard for applicable rules, laws or regulations.

Information regarding any of the above may, at the sole discretion of the City, be deemed to indicate an unsatisfactory record of performance.

c. Technical Competence

- (i) Description of in-house resources (i.e., computer capabilities, software applications, modem protocol, modeling programs, etc.)
- (ii) Ability to draw upon multi-disciplinary staff to address the Services requested in this RFP.

7. Proposed Method to Accomplish the Work: (limit: 3 pages) Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, goals of the City, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described in **Exhibit "A,"** the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

8. Fee Proposal: (limit: 1 page) Please provide a lump-sum, not-to-exceed fee proposal for the scope of Services based of the Scope of Services- Projected Location Yearly Totals attached. The fee proposal shall include hourly rates for all personnel for "Additional Work"

9. Insurance: (limit: 1 page - not including supporting documentation) See the Agreement, attached hereto as **Exhibit "B"**, for a description of the insurance requirements.

10. Litigation: (limit: 1 page) Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years.

11. Other Information: (limit: 2 pages) This section shall contain all other pertinent information regarding the following:

- a. Demonstration of record of staffing tasks efficiently and completing projects on time and within the allocated budget.
- b. Description of community involvement.
- c. Description of any previous involvement with the City.
- d. A statement that the Proposer has no conflicts of interest in connection with providing the Services.

12. Certification of Proposal: This section shall state:

“The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.”

13. Appendices: (limit: 1 pages)

D. No Deviations from the RFP

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the sample Agreement and, in particular, the insurance and indemnification provisions therein.

E. Selection Process

1. The City will evaluate proposals based on the following criteria:

- a. The firm has no conflict of interest with regard to any other work performed by the firm for the City. **(Yes or No)**
- b. Clarity and conformance of proposal to RFP. **(15%)**
- c. Content of the proposal. **(20%)**
- d. Proposer's experience and performance. **(20%)**
- e. Team members' experience and performance. **(20%)**
- f. Fee proposal. **(15%)**
- g. Reference's comments. **(10%)**

2. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.

3. It is the City's intent to select a Proposer to perform the Services based on the above criteria. The City reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain Proposers may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful Proposer will be selected on the basis of information provided in the RFP, in-person presentations, and the results of the City's research and investigation. Upon selection of a Proposer, the City will endeavor to negotiate a mutually agreeable Agreement with the selected Proposer.

4. In the event that the City is unable to reach agreement, the City will proceed, at its sole discretion, to negotiate with the next Proposer selected by the City. The City reserves the right to contract for services in the manner that most benefits the City including awarding more than one contract if desired.

5. After negotiating a proposed Agreement that is fair and reasonable, City staff will make the final recommendation to the City Council concerning the proposed Agreement. The City Council has the final authority to approve or reject the Agreement.

F. Bid Protests

1. Protest Procedures: Submitted proposals will be made available for review in accordance with the California Public Records Act and after a submission of a Public Records Act Request to the City Clerk's Office.

Proposers may file a protest with the City Clerk. In order for a Proposer's protest to be considered valid, the protest must:

- a. Be filed in writing not later than 5:00 p.m. (local time) on the fifth business day after the City issues a Notice of Intent to Award for the subject project, based on one of the following criteria:
 - (i) The Proposer's disagreement with the determination or recommendation by the City regarding the Proposer's proposal;
 - (ii) Non-compliance with RFP;
 - (iii) Non-compliance with City policy; or
 - (iv) Non-compliance with state or federal law.
- b. Clearly identify the specific irregularity or basis for the protest;
- c. Specify, in detail, the factual and legal grounds for the protest;
- d. Include all relevant supporting documentation with the protest at time of filing.

2. City Review: The City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The City shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this Section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

All protests filed with the City Clerk shall be delivered to the following address:

City Clerk
City of Ontario
303 East "B" Street
Ontario, CA 91764-4196

G. Proposal Schedule

The tentative schedule is as follows:

ACTION	DATE
Release of Request for Proposal	September 17th, 2025
Recommended Pre-Proposal Meeting Location: Ontario Police Department: 2500 S. Archibald Av, Ontario, CA, 91761 @ 03:00 PM	September 22 nd , 2025
Last Day to Submit Questions for Clarification received by the City on or before 01:00 pm	September 24 th , 2025
Clarifications Issued by City on or before 05:00 pm	September 26 th , 2025
Deadline for Receipt of Proposals submitted on or before 01:00 pm	October 1 st , 2025
Notification of Intent to Award	October 8 th , 2025

The above scheduled dates are tentative and City retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind City to award a contract for the Services and City retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

H. Submittal Requirements

1. General: It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow the City to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. The City reserves the right to request additional information which, in the City's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to the Agreement.

2. Preparation: Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform the Services. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

3. Site Examination: Proposers may visit City and its physical facilities to determine the local conditions which may in any way affect the performance of the work; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the Services; make such investigations, as it may deem necessary for performance of the work at its proposal price within the terms of the Agreement;

and correlate its observations, investigations, and determinations with the requirements of the Agreement.

4. Confidentiality of Proposal: Proposals submitted in response to this RFP shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 *et seq.*) until after either City and the successful Proposer have completed negotiations and entered into an Agreement or City has rejected all proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. The City will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information") the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give City written notice of Proposer's objection to the City's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

5. Submittal Instructions.

The proposal must be received no later than 01:00 pm local time, on or October 1st, 2025 through the City's online bid provider, PlanetBids. It is solely the responsibility of Proposer to see that its proposal is properly submitted to PlanetBids in proper form and prior to the stated closing time. PlanetBids will not accept late proposals. The City will only consider proposals that have transmitted successfully and have been issued a confirmation number with a time stamp from PlanetBids indicating that the proposal was submitted successfully. Proposers shall be solely responsible for informing themselves with respect to the proper utilization of PlanetBids, ensuring the capability of their computer system to upload the required documents, and the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk, and no relief will be given for late and/or improperly submitted proposals.

Proposers experiencing any technical difficulties with the proposal submission process may contact PlanetBids Support at 818-992-1771]. If you continue to have difficulty, please contact Purchasing Department at 909-395-2012]. Neither the City nor PlanetBids make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the proposal submission date and/or time.

I. Miscellaneous

1. Amendments to RFP: The City reserves the right to amend the RFP or issue to all Proposers addenda to answer questions for clarification.
2. Non-Responsive Proposals: A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.
3. Amendments to Proposals: Unless specifically requested by the City, no amendment, addendum or modification will be accepted after a proposal has been submitted to City. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to City prior to the deadline stated herein for receiving proposals.
4. Costs for Preparing: The City will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the City. The City will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.
5. Cancellation of RFP: City reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.
6. Price Validity: Prices provided by Proposers in response to this RFP are valid for **180** days from the proposal due date. The City intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete and the contract is awarded.
7. No Commitment to Award: Issuance of this RFP and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.
8. Requests for Clarification: All requests for information and/or clarification must be posted on Planet Bid's Q&A tab no later than 01:00 PM, September 24th, 2025. Answers to all questions will be issued to all prospective Proposers via e-mail. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing.
9. Right to Negotiate and/or Reject Proposals: City reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of City, such action shall serve its best interests and those of the tax-paying public. The Proposers are encouraged to submit their best prices in their proposals, and City intends to negotiate only with the Proposer(s) whose proposal most closely meets City's requirements at the lowest estimated cost. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets City's requirements.
10. Non-Discrimination: The City does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

Publication Date of RFP: September 17th, 2025

EXHIBIT "A"

PROPOSED SCOPE OF SERVICES

The City requires the services of a qualified security and staffing company to provide Custody Officer support for the City's jail facility. The City, through the Police Department, will maintain complete operational control and management of the facility. The selected vendor will provide staffing services under the City's direction, ensuring coverage and compliance with all applicable laws, regulations, and OPD policies.

1. STAFFING OF THE JAIL FACILITY

1.1 Coverage: The vendor shall provide qualified Custody Officers to maintain 24/7 coverage, including holidays, with a minimum of one (1) Custody Officer per shift. Vendor agrees to staff and operate the Jail Facility in compliance with all Minimum Standards, and in accordance with the policies and procedures set forth in the OPD Policy manual, providing 168 hours of coverage per week, including holidays.

1.2 Certification: Custody Officers must meet or exceed all California Board of State and Community Corrections standards, as well as any additional City requirements. By responding to this Request for Proposal, Vendor agrees to absorb any/all costs associated with these requirements.

1.3 Employee Background Checks: Vendor shall institute a procedure for performing background checks. Pre-employment screenings must be completed at the vendor's expense, with documentation provided to the City. By responding to this Request for Proposal, Vendor agrees to absorb any/all costs associated with these requirements.

1.3.1 Employment/Qualifications Verification: Conduct a five (5) year employer background check to verify the applicant was not terminated for other than honorable circumstances and verify any periods of unemployment.

1.3.2 Education: Conduct a review of the schools attended by the applicant to verify completed educational level. Validate all references made to completing an "Equivalency Test" for High School level.

1.3.3 Drugs: Conduct a random drug screening test to verify non-usage of drugs. Applicants who are narcotics offenders or use dangerous drugs or use alcohol to an excessive degree will be disqualified.

1.3.4 Reference Check: Conduct a minimum of three personal reference checks including a home visit with spouse, partner and/or neighbors.

1.3.5 DMV Check: Respondent shall provide California Department of Motor Vehicles (DMV) reports on all prospective employees to City for review. City shall establish minimum driving requirements for any Respondent employee who will be driving any City vehicle, which must be adhered to by the Respondent and its Employees.

1.3.6 Credit Check: Conduct a standard credit check to determine financial responsibility and interview all raters who have given a negative review to determine the cause of said negative review.

1.3.7 Psychological Review: Conduct a Minnesota Multiphasic Personality & Intelligence Test (MMPI) to determine moral integrity and mental stability of applicant. The psychological evaluation shall be conducted by a clinical psychologist acceptable to the City.

1.3.8 Fingerprints: The applicant's fingerprints must be processed through Livescan for California Department of Justice and NCIC/FBI clearance. Fingerprinting and processing of applicant to obtain clearances shall be performed by the City, with the required Department of Justice fees paid by Respondent. Fingerprinting must be completed, and clearances received prior to applicant working in the City Jail Facility.

1.3.9 Background: Proposer shall provide copy of completed background check to the City for final review. Proposer shall re-open background investigations at the City's request prior to final hiring decision.

1.4 Vacancies: Vendor shall immediately fill any vacancy arising out of sickness, vacation, and/or termination with a Custody Officer from Vendor's personnel that have met the qualifications set forth in the Agreement and have been pre-approved by the City's technical Representative. If Vendor is required to pay overtime to fill such a vacancy, the overtime shall be paid by the Vendor.

1.4.1 City Coverage: If the Proposer is unable to fill the vacancy with an acceptable replacement Custody Officer, the City reserves the right to fill the vacancy with authorized Department personnel. In this event, the Proposer shall be billed for the hours worked by Police personnel at a rate equal to the City's fiscal years' fully burden rate of a Police Corporal. Fiscal Year 2025-26's current rate of a Police Corporal is \$152.25.

1.4.2 Staffing List: Vendor shall maintain a Jail Facility Staffing List, which would include Custody Officers that have been previously approved by the Personnel and Training Division. The Vendor shall raise issues to the Temporary Holding Facility Manager including the back-up staff of Custody Officer that will be maintained and available to replace regularly scheduled staff that may be absent for reasons of illness, vacations, or other reasons.

1.5 Scheduling: Scheduling of Vendor's own Custody Officers will be the responsibility of the Vendors and in accordance with the minimum staffing requirement outlined in this section. The schedule of the assigned employees of the Vendor acting in a Custody Officer capacity will be determined by mutual agreement with the Temporary Holding Facility Manager.

1.6 Termination: The City has the right to remove any Employee or Vendor from the Jail Facility temporarily or permanently upon written notice to Vendor, and at its sole discretion, provided such removal is in accordance with applicable law. Advance notice shall be given by the City to Vendor whenever reasonably possible.

2. JAIL OPERATIONS

2.1 Operations: Custody Officers must be capable of working independently and as part of a team while following all OPD policies and applicable Minimum Standards.

2.2 OPD Policy Manual: City will provide complete Ontario Police Department Policy sections of the Policy Manual relating to all jail operations, policies, and procedures, including field operations affecting Jail operations, medical and emergency provisions. All applicable provisions set forth in the OPD Policy Manual will be completely followed and strictly adhered to by Employees of the Vendor. The Custody Officers will forward any questions, clarification, or interpretation issues to the attention of the on-duty Watch Commander in the absence of the Temporary Holding Facility Manager.

2.3 Specified Duties and Obligations: Proposer's duties and obligations, including the duties and obligations of its Employees, shall be set forth in detail in the Proposer's Policy Manual. In general, these shall include, but are not limited to, the performance of the services set forth below in accordance with the applicable Minimum Standards. Additional services may include, but not limited to, assisting OPD picking up arrestees from special details such as checkpoints, saturations or Multi Enforcement Team (MET) probation details.

2.1 Staffing Plan: Proposer shall provide intake, housing and release processing which shall include one (1) Jail Supervisor, one (1) Jail Lead, eight (8) Jail Officers and one (1) part-time Jail Officer (Custodial Personnel).

2.2 Custodial Personnel Duties:

- a. Sign into the jail logbook at the start of your shift
- b. Complete key log
- c. Conduct jail inspection
- d. Receive pass down from previous shift
- e. Transport or cite release arrestees
- f. Process incoming arrestees: complete intake, medical screening, classification property and PREA forms. (Sobering form as applicable)
- g. Jail must be kept clean and organized throughout shift
- h. Provide pass down to oncoming officer(s)

2.3 Custodial Supervisor Duties:

- a. Responsible for all jail operations.
- b. Management of jail personnel.

- c. Ensure jail operates in accordance with all local, state, and federal laws and regulations.
- d. Directs the preparation and maintenance of inmate records and documentation related to facility operations; reviews reports prepared by subordinates to ensure they are accurate and prepared in a professional manner; compiles statistics and prepares periodic reports.
- e. Performs the essential functions required of a Corrections Officer as necessary.
- f. Plans, analyzes, and organizes facility safety and security measures, assures efficient and effective support services for the facility.
- g. Participates in the selection of new employees as assigned; supervises and evaluates the performance of assigned staff, and recommends corrective action or commendation as appropriate.
- h. Administrative responsibilities, including HR and payroll for custody officers, will be managed by the vendor.

2.4 Disciplinary Rules and Regulations: Proposer shall impose discipline through rules, regulations, and orders pursuant to a disciplinary system meeting or exceeding the applicable Minimum Standards set forth in the OPD Policy manual. Proposer shall provide the City a copy of the Proposer's disciplinary policies and procedures and any applicable employee "code of conduct." Proposer shall require the Proposer's Employees adhere to the Police Department's Code of Conduct and such document shall be incorporated into Proposer's rules and regulations pertaining to Employee conduct. In the event that an Employee of the Proposer is deemed to have been engaged in misconduct or has committed a violation any law, rule, or established procedure, the City shall request the Proposer to begin disciplinary action against the Employee for said violation or misconduct. The City, at its sole discretion, reserves the right to immediately remove any employee of the Proposer without cause, provided that the request is made in writing and is in accordance with applicable law.

2.5 Safety: Proposer's Employees shall maintain the Jail Facility in compliance with the OPD Policy manual and all applicable Minimum Standards relative to safety.

2.6 Security: Proposer's Employees shall be responsible for providing security for all Inmates in accordance with the OPD Policy manual and all applicable Minimum Standards while they are inside the Jail and/or when being transported by Proposer's Employees. The Proposer's Employees will be responsible for inmate security until such time as the inmate is properly transferred and taken into custody of the San Bernardino County Sheriff's Office, another Law Enforcement Agency, West Valley Detention Center, authorized criminal justice agency, or any Court authorized agency or entity.

2.7 Records: All inmate and jail facility documents and records generated under the scope of this Agreement are the property of the City and shall remain with the City. The Employees of the Proposer are prohibited from removing any inmate or Jail facility document, record, or copy thereof, except when required to execute a duty or responsibility as mandated by this Agreement. Nor shall Employees of the Proposer remove from the Jail Facility or

release to any third party, any inmate, housing, or Jail Facility document, record or hard copy thereof (whether it is a physical copy, electronic copy or copy by any other means such as a photograph) without the express written approval of the Department's Custodian of Records. Any violation of this section shall result in the immediate removal of the employee, a request by the City for disciplinary action by the Proposer against the employee, and criminal or civil prosecution if appropriate. Proposer shall require each Employee to sign a document agreeing to abide by the provisions set forth herein in this paragraph. Proposers Employees shall generate and maintain all inmate records in accordance with established Department procedures and the applicable Minimum Standards.

2.8 Maintenance: City shall maintain the physical structure of the Jail and all City owned tangible personal property contained therein, in accordance with the applicable Minimum Standards. Proposer will complete routine cleaning, and will in so doing, maintain, preserve and keep the Jail in a good working order and sanitary condition, subject to normal wear and tear, and will, from time to time, make or cause to be made, all necessary and proper repairs, replacements and renewals of cleaning equipment. City shall have responsibility for all repairs, replacements and renewals related to the physical structure of the Jail and the Police Department Building systems located outside the Jail (such as electrical supply, hot water heaters, sewers, etc.), and structural conditions or defects of either building which affect the Jail.

2.9 Vehicle Maintenance and Insurance: City shall self-insure and maintain City owned vehicles used by Proposer. Proposer shall obtain and maintain liability insurance for all Proposer's Employees if they are driving City's vehicles. Proposer will indemnify and hold City harmless for any accidents, damages, injuries and claims, caused solely or comparatively by Proposer's Employees. All Proposer's Employees using any vehicle in connection with the services provided under this Agreement shall have a valid California Driver's License, which shall be available for inspection by City.

2.10 Uniforms: Proposer shall establish a policy, subject to approval of the City, prescribing a standard uniform for its Employees including shirts, pants, belts, jackets, and associated uniform articles of clothing that are normally and routinely issued to corrections officers. Proposer shall provide such uniform items to its Employees either directly or through uniform allowance.

2.11 Emergencies: In case of local, state or federal emergency, Proposer agrees to require and ensure that its Employees will report for duty to the Jail Facility pursuant to the City's emergency response procedures.

2.12 Training: Employees assigned to the Jail Facility shall participate in all City training exercises as directed by the OPD Professional Standards Unit.

2.13 Investigation: In case of a Professional Standards Unit investigation, an internal investigation, a formal or informal investigation, or other similar investigation, Proposer shall require (as a condition of employment to Proposer) that Employee will comply with the requests of the Department or any third party for statements, testimony or other similar acts.

2.14 Personal Communication Devices: All personal cell phones and/or electronic devices used while on-duty and/or in the jail facility are subject to the provisions of the department's "Personal Communication Devices" policy.

2.15 Inmate Related Meals/Supplies: Proposer shall issue a Procurement or credit card with a reasonable established limit to the Jail Supervisor to be used for the purchase of meals or supplies for inmates. Proposer must pre-authorize other purchases for jail operations.

2.16 Transition and Coordination: If applicable, the vendor shall provide a detailed transition plan to ensure seamless continuation of services from any previous provider.

EXHIBIT "B"

Sample Agreement

Please see PlanetBids Document Tab for a sample of the
City of Ontario Professional Services Agreement.

Note- the following insurance minimums listed in the agreement are non-negotiable

Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

A. **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than **\$5,000,000** per occurrence and no less than **\$10,000,000** in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

B. **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than **\$5,000,000** combined limit for each occurrence.

C. **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than **\$1,000,000** per accident for bodily injury and disease.

D. **Professional Liability (Errors & Omissions):** Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than **\$2,000,000**. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.