

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7478
www.oxnard.org



October 27, 2016

Ladies and Gentlemen:

The City of Oxnard invites qualified vendors to submit a Proposal for “Background Investigation Services.”

This request for proposal is made up of the following sections: Section One – General Conditions, Section Two – Scope of Work, and Section Three – Proposal Format and Content. Proposers will be responsible to carefully examine the requirements contained herein.

Please submit your response to this Request for Proposal via email in pdf format to Patricia.garcia@oxnard.org. Alternatively, you may submit hard copies of one (1) signed original and three (3) copies. Proposals must be received on or before **4:00 p.m. on Thursday, November 17, 2016**. Hard copies of proposals may be delivered to the City of Oxnard Purchasing Office located at 300 W. Third St., Suite 202, Oxnard, CA 93030. A copy of the requirements and specifications may be obtained from the Purchasing Office or the City of Oxnard website: <http://www.oxnard.org>.

Any inquiries regarding this notice should be directed to Patricia Garcia, Buyer at (805) 385-7538 or email at Patricia.garcia@oxnard.org. The envelope containing your proposal must be marked “**RFP - Background Investigation Services**.” Proposals will not be opened publicly.

Sincerely,

A handwritten signature in green ink that reads "Patricia Garcia".

Patricia Garcia
Buyer
City of Oxnard

CITY OF OXNARD
POLICE DEPARTMENT

REQUEST FOR PROPOSALS (RFP)
BACKGROUND INVESTIGATION SERVICES

**PROPOSALS MAY BE MAILED OR DELIVERED IN PERSON TO THE
PURCHASING OFFICE AT
300 WEST THIRD ST., SUITE 202, OXNARD, CA 93030**

**PROPOSALS MUST BE RECEIVED BY 4:00 P.M. ON THE DATE
INDICATED BELOW:**

NOVEMBER 17, 2017

SECTION ONE
GENERAL CONDITIONS
RFP Background Investigation Services

INTENT

The City of Oxnard (“City”) is requesting proposals from qualified and experienced firms (hereinafter referred to as “Proposer” or “Contractor”) for providing background investigation services for the City of Oxnard Police Department. Award, if any, resulting from this Request for Proposal, shall be for one (1) year with two (2) additional one (1) year renewal periods exercised solely at the discretion of the City.

The Scope of Work for this project is described in Section Two of this document.

The required content, procedures, and format of the requested responses are described in Section Three of this document.

Note: For purposes of this Request for Proposal, “Proposer” is defined as any entity, individual, or firm submitting a response to the Request for Proposal solicitation. Contractor is defined as the successful Proposer to whom an award of contract is made.

INFORMATION

To ensure fair consideration for all Proposers, the Purchasing Division is issuing this Request for Proposal, and is the sole point of contact for the Request for Proposal. Unless otherwise directed, all communications, including meetings, conferences, or technical discussions related to this Request for Proposal should be directed to:

Patricia Garcia, Buyer
300 West Third Street, #202
Oxnard, CA 93030
Telephone 805-385-7538
Fax 805-385-7495
Email: Patricia.garcia@oxnard.org

Failure to adhere to this policy may be grounds for rejection of proposals.

QUESTIONS

Every reasonable effort has been made to carefully prepare this Request for Proposal and the Scope of Work describing the requirements thereunder. Questions regarding this solicitation must be submitted in writing, either by mail, e-mail or facsimile no later than November 10, 2016.

The questioner's company name, address, phone and fax numbers and contact person must be included with the questions or comments. Questions and answers thereto shall be provided to all prospective Proposers, but the name of the proposers submitting questions shall not be disclosed.

Questions of a proprietary and competitive nature relating solely to the business interests of the questioner will be answered in strict confidence via individual and confidential communication such as e-mail, telephone or fax and the answers thereto will not be shared with all potential Proposers.

ADDENDA TO THE REQUEST FOR PROPOSAL

Important Notice - Any revisions to the Request for Proposal will be issued and distributed as addenda. The City will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment (addendum) to the Request for Proposal document. The issuance of a written addendum is the only official method where by interpretation, clarification, or additional information can be given.

Note: It is the responsibility of each Proposer to ensure that they have a complete, up-to-date proposal package, including any addenda, and that the City has their correct business name and address on file. If you have obtained this document from a source other than directly from the City of Oxnard Purchasing Division, you are not on record as an RFP holder. Any prospective Proposer who obtained a set of proposal documents from anyone other than the City is responsible for advising the City that they have a set of proposal documents, thus placing you on the RFP holder's list. The City takes no responsibility to provide addenda to parties not listed by the City as an RFP holder.

If any addenda are issued to this Request for Proposal, the City will attempt to notify all prospective Proposers who have secured same. However, it will be the responsibility of each Proposer, prior to submitting their response to contact the Purchasing Division to determine if addenda were issued and to make such addenda part of their response. The City reserves the right to revise or amend the specifications/scope of work up to the time set for receipt of proposals.

Proposers shall acknowledge receipt of any addenda to the solicitation by signing and returning the addenda with their response and by identifying the addenda numbers and dates in the space provided for this purpose on the response. Any addenda or bulletins issued shall constitute a part of the contract documents.

If Proposer submits a response to the Purchasing Division prior to receipt of any addendum, the Proposer shall fax or email the addendum acknowledgement to the Buyer. The acknowledgement shall become a part of the Proposer's response as though submitted with the proposal.

EXAMINATION AND ACCEPTANCE OF PROPOSAL REQUIREMENTS

The submission of a response shall be considered conclusive evidence that the Proposer has carefully investigated all conditions that affect, or may at some future date affect the performance of services covered by this RFP, and is satisfied as to the character, quality, and quantities of work to be performed and as to the requirements of the Request for Proposal. Submission of a response shall also be evidence that the Proposer is familiar with directives, such as laws, codes regulations and ordinances, that in any way affect prosecution of the work or persons engaged or employed in the work. The City shall not be responsible for any error or omission in any response.

No Proposer shall at any time after submission of a response make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the Proposer receives an award as a result of this Request for Proposal, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the Proposer for additional compensation. Any errors, omissions, or discrepancies found in the specifications or other contract documents shall be called to the attention of the City and clarified prior to the submission of responses. Should the Proposer feel there has been a supplemental or oral modification, it shall be his/her responsibility to verify said modification in writing prior to submission of the proposal.

SUBMISSION OF PROPOSAL

Please submit your response via pdf format to Patricia.garcia@oxnard.org or submit one (1) original and three (3) copies. Responses are due on or before 4:00 p.m., November 17, 2016.

Hard copy Proposals shall be submitted to:

City of Oxnard
Purchasing Division
Attn: Patricia Garcia, Buyer
300 West Third Street, #202
Oxnard, California 93030

This solicitation has a firm due date and time as specified herein. It is solely the responsibility of the Proposer to ensure that their response is received by the City, in accordance with the solicitation requirements, prior to the deadline and at the place specified. In no event will a response be considered if it is received after the specified due date and time. Any response received after the closing date and/or time shall be returned, unopened, to the Proposer, provided the Proposer's return address is on the envelope. Notwithstanding any provision specified herein, the City reserves the right to extend the response submittal deadline when it is in the best interest of the City.

The envelope or box shall include the name and return address of the Proposer and shall be clearly marked with the Proposal description "Background Investigation Services." The City will not be responsible for responses received late due to Proposer's failure to identify the response as required hereunder.

Hard copy responses may be submitted by hand, by courier or by U.S. Mail to the address specified above. Electronic proposals will be accepted. If the response is submitted by any means other than personal delivery, Proposer should allow ample delivery time to ensure its timely receipt. The City shall not be responsible for any delay by the United States Postal Service or by common carrier, delivery service or courier or as a result of mistaken delivery. Delivery of the response shall be made at the office specified in the Request for Proposal. Deliveries made before the date and time due, but to the wrong City office, will be considered nonresponsive unless re-delivery is made to the office specified before the date and time due specified in the Request for Proposal. Postmarks will not be accepted.

Responses must remain open and valid, subject to acceptance for one hundred and twenty (120) days after the RFP's closing date. Any response for which the Proposer specifies a shorter acceptance period may be rejected.

PROPRIETARY INFORMATION

Received responses shall become the property of the City and the information contained in them may be subject to public disclosure in accordance with the California Public Records Act. Proposers are to indicate any restrictions on the use of data contained in their responses. Proprietary or confidential materials must be clearly identified and the Proposer must include a brief statement that sets out the reasons for confidentiality. Those parts of a response which are defined by the Proposer as confidential, proprietary or, business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets," "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Marking the entire response as proprietary or confidential will neither be accepted nor honored. Failure by Proposer to label materials as proprietary or confidential shall be deemed a waiver by the Proposer of any claim against the City for release of said materials.

PROPOSER'S POWER AND AUTHORITY

The Proposer, in submitting a response, warrants that it has full power and authority to comply with the requirements specified herein and will hold the City harmless from and against any and all loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Proposer affirms that it has not and will not enter into any arrangement with any third party, which might abridge any rights of the City under this Contract.

EVALUATION AND AWARD OF CONTRACT

Award of contract, if made, shall be made within one hundred twenty (120) days to the Proposer whose response best fulfills the City's requirements and is deemed to offer the best overall value versus the lowest cost. The decision as to which Proposer is best qualified to perform the work specified herein shall be in the exclusive jurisdiction of the City, and its decision shall be final and binding on all parties.

Evaluation and selection of responses will be based on the information called for in this Request for Proposal. Responses are to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Responses which contain false or misleading statements, or those which do not support an attribute or condition claimed by the Proposer, may be cause for rejection of the response. If, in the opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the response.

In connection with its evaluation, the City may, at its option, invite one or more Proposers to make an oral presentation to the City. During these interviews, the Proposers will be allowed to present such evidence as may be appropriate in order that the City can correctly analyze all materials and documentation submitted as a part of the responses.

The City reserves the right to make the selection of a Proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein. In evaluating proposals and determining the proposal best serving the interests of the City, pricing will not necessarily be controlling, but quality, efficiency, utility, suitability and delivery of services offered will be considered along with any other relevant factors such as financial standing and the general competency of the Proposer. The Proposer may also be evaluated on the basis of character, integrity, reputation, judgment, experience, and efficiency.

Failure to meet the requirements of the Request for Proposal, including response formatting requirements, may be cause for rejection of the proposal. The City may reject the proposal if it is deemed incomplete, contains irregularities of any kind or is offered conditionally. The City reserves the right to reject the response of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the response of any Proposer who is in default on the payment of taxes, licenses, or other monies due the City.

EXECUTION OF CONTRACT

Time is of the essence regarding the work to be performed for this Project. Proposer shall execute the contract without exception, including, but not limited to, signing all necessary documents and submitting all evidences of insurance, within ten (10) calendar days after the notice of intent to award. One copy of the contract will be returned to Proposer after the City executes the contract. In case of failure of Proposer to execute and return the contract and all required documents within the time allowed, the City may, at its option, consider that the

Proposer has abandoned the contract. As such, the City may choose to enter into a contract with another Proposer.

TERM OF CONTRACT

Award, if any, resulting from this Request for Proposal, shall be for annual services. The contract for services shall be for a one (1) year period and shall be renewable annually thereafter for up to two (2) additional annual terms. Renewal options shall be exercised at the sole option and discretion of the City of Oxnard. If either the City or the Contractor elects not to extend the annual service contract, or upon expiration of the initial service contract or any renewal period, the Contractor shall aid the City in continuing, without interruption, the requirements of the contract, by continuing to perform on a temporary basis, when specifically requested to do so by the Purchasing Officer, for a specified term not to exceed six (6) months. Such continuance shall be subject to all terms and conditions of the contract, as if the City exercised a renewal option.

CONTRACT ADMINISTRATION

The Police Department will direct the work required under the contract issued in response to this Request for Proposal and will be responsible for requesting services thereunder. The Project Manager who will oversee the day-to-day operations and work requirements related to this Request for Proposal will be the Oxnard Police Assistant Chief or his designated representative; however, the Purchasing Division will administer the contract resulting from this RFP and the Purchasing Officer shall be the final judge concerning issues or matters related to contract interpretation or problems regarding the terms, conditions or scope of the contract.

Contractor's representative will work closely with the City's Project Manager to ensure that all aspects of the agreement are executed with the utmost efficiency and professionalism.

City of Oxnard Business Tax Certificate. Proposer shall be required, at his/her own expense, to have a valid and current City of Oxnard Business Tax Certificate prior to commencing work and throughout the term of the service contract and any subsequent renewal periods. However, a Business Tax Certificate is not required to submit a Proposal.

INSURANCE

The Contractor and his/her insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the City will allow work to commence on this contract. Failure to furnish the required certificates and endorsements within the time allowed will result in cancellation of award.

INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless City, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Contractor, Contractor's employees, agents, independent

contractors, companies or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for City's sole active negligence or willful misconduct.

Respondent acknowledges that he/she has fully informed himself of the contents and meaning of this hold harmless agreement and submits a response to this RFP with full knowledge thereof and that the terms are contractual and not a mere recital. These requirements shall also apply to any subcontractor whose hazards are not covered by the Contractor's insurance policies.

CONTRACT DOCUMENTS REPRESENT ENTIRE AGREEMENT

The contract documents represent the entire understanding of the City and Proposer as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by the contract documents. The complete contract shall include the entire contents of the Request for Proposal and all pages that make up the Request for Proposal solicitation, all addenda, all of Proposer's submittals as approved and accepted by the City, all supplemental agreements, all change orders, all bond(s), and any and all written agreements which alter, amend or extend the contract. Where the Proposer's proposal or submittals conflict with the City's terms and conditions, the City terms and conditions shall preside.

INCURRING COSTS

The City is not liable for any cost incurred by Proposer(s) in responding to this Request for Proposal. All costs incurred in the preparation, submission and/or presentation of a proposal in response to this solicitation, including, but not limited to the Proposer's travel expenses to attend the pre-proposal conference, oral interview, demonstration of the proposed equipment in the city of Oxnard and proposal negotiation sessions, shall be the sole responsibility of the Proposer and shall not be reimbursed by the City.

SECTION TWO
SCOPE OF WORK
RFP Background Investigation Services

1. BACKGROUND

The City of Oxnard, located in the western side of Ventura County, is a diverse and growing community of approximately 200,000 people. Oxnard is a General Law City operating under the Council-Manager form of government. The governing body, the City Council, is composed of five (5) members.

The Oxnard Police Department has been in existence for over one hundred years and is dedicated to the delivery of quality, professional services in all activities that promote community safety, security and public trust. The Department's goal is to provide for the safety and welfare of the citizens of Oxnard utilizing effective police department services to minimize the impact of both emergency and non-emergency calls for service. Hiring qualified employees is key to meeting this goal. To this end, the City of Oxnard has issued this Request for Proposal for an annual contract pre-employment background investigation services for the City of Oxnard Police Department.

2. SCOPE OF WORK

The City of Oxnard invites qualified firms to submit a proposal for performing pre-employment background investigation services for the Oxnard Police Department. The successful Proposer shall provide a process to ascertain if candidates for employment and the qualifications and personal history stated by the candidates are as claimed/portrayed.

The City reserves the right to award more than one contract for the services specified herein in order to ensure the continuing ability to obtain timely and accurate background investigations of candidates for employment.

The number of pre-employment background investigations performed over the two-year period covering calendar years 2014 and 2015 are provided below. These figures are provided only as information; it is neither expressly implied nor guaranteed that the amount shown will be achieved during the initial contract period or subsequent renewal periods of any contract entered into as a result of this Request for Proposal. Actual number of background investigations performed, whether lesser or greater than the amount indicated shall not affect the contracted rates established by this Request for Proposal.

	<u>2014</u>	<u>2015</u>
Sworn Personnel	35	21
Support Personnel	15	20

Pre-Employment Background Investigations shall be consistent with the guidelines set forth in:

- Government Code 1031
- Penal Code Section 13510(c)
- Peace Officer Standards and Training (P.O.S.T.) Regulation 1953 for Sworn Peace Officers
- Peace Officer Standards and Training (P.O.S.T.) Regulation 1959 for Police Dispatchers
- California Civil Code 1786, et al.

The successful Proposer shall perform the investigations and provide the required reports and forms within six (6) weeks of receipt of request, unless the City grants an extension for cause. To be considered qualified, the successful Proposer must have the in-house personnel and resources to complete a maximum of twenty (20) Police pre-employment investigations in a six (6) week period.

A comprehensive background investigation file shall include a detailed report summarizing all findings and reports of each applicant's background and eligibility based on City of Oxnard hiring and POST (Peace Officers Standards and Training) standards and the above-referenced codes and regulations. Though not solely provided/ completed by the Proposer, an Oxnard Police Department background investigation report will, at a minimum, address the following areas:

1. A narrative-based summary of the applicant's background investigation. This summary will reflect the below-listed aspects of the background investigation, and articulate any concerns that were discovered as a result of the background investigation.
2. A review of the candidate's personal history statement.
3. A photograph of the applicant.
4. Verification of birth and citizenship.
5. Social Security Number (SSN) - Trace & Address Locator verification to determine name and name variations used by the individual such as maiden, divorced or previous names; other names associated with that SSN, current and former addresses associated with that SSN, and date of birth.
6. Employment verification and history.
7. Verification and contacts with the applicant's professional references.
8. Verification and contacts with the applicant's personal references.
9. Education background and verification. This section should verify that the applicant has either graduated from an accredited high school, or has passed the General Education Development (GED) Test, or has passed the California High School Equivalency Examination. Copies of transcripts and diplomas from colleges and universities must be included.
10. Military verification and/or Selective Service registrations, including applicable dates of service, branch of military, rank and discharge status, etc.
11. Financial information, including monthly income/expenses.

12. Criminal history that advises of felony and/or misdemeanor convictions.
13. Applications to other Police department agencies, including an examination of the status/dispositions of said applications.
14. Motor vehicle driving history (all states in which applicant held an operators/driver's license), including a copy of the applicant's driver's license and proof of motor vehicle insurance.
15. Drug and/or substance use history.
16. Neighborhood and rent check, including contacts with the applicant's neighbors.
17. Polygraph examination. (Proposer does not administer the polygraph examination, but will provide a statement regarding the results of the examination).
18. Civil suits and legal judgments concerning the applicant (Federal, State and current County of residence).
19. Fingerprint return, demonstrating the results of a Department of Justice and Federal Bureau of Investigation fingerprint check for criminal history. (This is conducted by the Oxnard Police Department Records Division).
20. A check of wants/warrants information systems, including: County of Ventura CLETS system; National Crime Information Center (NCIC); Department of Justice search of the Child Abuse Central Index. (This is conducted by the Oxnard Police Department Records Division).

Minimum Qualifications and Requirements. As a prerequisite for submitting a proposal, Proposers shall possess the following minimum qualifications or abilities:

1. The successful Proposer must be properly trained and licensed as required by law, and preferably has prior experience conducting background investigations for law enforcement agencies.
2. Successful Proposer must have obtained restrictive licenses or security clearance to permit the collection of verification information for other governmental jurisdictions in the past. References to confirm this verification shall be provided by the Proposer.
3. The City requires that any work performed via the Internet be performed on a secure and encrypted system (e.g., HTTPS (Hypertext transfer protocol over secure socket layer or HTTP over SSL) to prevent loss/theft and exposure of candidate's personal data. Proposer must provide information regarding its protocol in the proposal response.
4. Successful Proposer will be required to provide summary invoicing which is supported by detailed cost descriptions of individual background investigations.
5. The successful Proposer, and all of its employees and subcontractors who will perform work under the contract, may be subject to a background investigation, including but not limited to the criteria specified herein. Employees hired after and during the contract term and any subsequent renewal periods may also be subject to a background investigation before they are authorized to perform work under the contract. It shall be the successful Proposer's responsibility to notify the City of Oxnard Police Department of all newly hired employees.

6. Successful Proposer shall comply with all applicable Federal, State and County policies, rules, regulations, laws and codes, including without limitation, the Federal Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) and the California Investigative Consumer Reporting Agencies Act (Civil Code § 1786 et seq.).
7. Successful Proposer shall keep itself fully informed of, and shall observe and comply with, all laws, ordinances and regulations which in any manner affect those engaged or employed on any work, the collection of data and information, or in any way affect the performance of any work under the contract, and of all orders and decrees of agencies having any jurisdiction or authority over work performed under the contract.
8. Successful Proposer must be available upon request (at no cost to the City) to discuss contract issues and concerns.
9. Successful Proposer must be available to assist the City should legal action result from the background investigations performed by the successful Proposer.
10. Successful Proposer shall not release any information to any candidate regarding their pre-employment background investigation without the express written consent of the City of Oxnard.

Contract Term. Award, if any, resulting from this Request for Proposal shall be for a one (1) year period (hereinafter initial contract period) and shall be renewable annually thereafter for two (2) consecutive one-year periods, at the City's option and upon mutually agreeable terms (hereinafter renewal periods). Renewal options shall be exercised at the sole option and discretion of the City of Oxnard and may be subject to Oxnard City Council approval.

The contract shall be considered a non-exclusive agreement between the parties and the provisions of the contract or purchase order resulting from this proposal shall in no way prohibit the City from making any incidental purchases from another Contractor for the same commodities listed herein.

The contract is expected to begin on or about January 2, 2017.

Contract Pricing. The costs for pre-employment background investigation services shall be presented as an hourly unit cost to perform the investigation as specified herein. The hourly unit cost should include all fees typically associated with such services such as administrative fees, driving records access fees, education and employment verification search access fees, data entry, miscellaneous access fees, and third-party pass-through fees charged by government entities to access public records. Note any exceptions to these requirements. If the City requires further background investigation of an applicant, the additional time and cost, if applicable, shall be provided to the City when the request is made and before commencing the work.

Hourly unit pricing submitted shall be firm, fixed pricing for the initial contract period. The pricing submitted shall be no higher than Contractor's standard commercial rates. In order to protect the interests of the City and to give the Contractor a reasonable basis for proposing, a price adjustment feature is incorporated into the specifications. Prices submitted by chosen contractor may be adjusted only at time of contract renewal and upon mutual agreement of the

parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

Contract Renewal and Price Adjustment. The City reserves the right to accept or reject any request for a price increase. Adjustments shall in no case exceed five percent (5%) unless very unusual and significant changes have occurred in the industry.

If the City approves the price increase, the price shall remain firm for one (1) year from the effective date of the price increase. If the City does not approve the price increase, the Contractor may terminate its performance under the Agreement upon thirty (30) days' advance written notice to the Purchasing Officer. Termination of performance shall be the Contractor's only remedy if the Purchasing Officer does not approve the price increase.

If the Contractor and the City do not agree on a price by the thirtieth (30th) day prior to the end of the initial Agreement term or the end of the ensuing renewal term or terms, the City may terminate the Agreement whether or not the City has previously elected to extend the term.

If at any time during the term of the Agreement a price decrease occurs, the Contractor shall submit a price decrease in accordance with the methodology prescribed herein. The price decrease shall become effective upon the City's Purchasing Officer's receipt of Contractor's notice. Additionally, since the contract is operating on pricing resulting from the use of the Consumer Price Index, the City reserves the right, at any time, to initiate a request for price decrease based upon the Consumer Price Index.

Price Decrease. If at any time during the Contract a price decrease occurs, or should Contractor sell the same materials or service under similar quantity or delivery conditions to the State of California or any county, municipality or legal district of the State of California, at prices below those quoted in response to this Invitation to Proposal, such lower prices shall be immediately extended to the City of Oxnard.

Extreme Economic Conditions. During the term of the Contract, should the Contractor's costs increase more than ten percent (10%) due to extreme economic or market conditions, the City may consider additional increases under the Contract. It will be the responsibility of the Contractor to request a price adjustment and to provide all documentation necessary and requested by the City. The City reserves the right to accept or reject any request for a price increase. If the City approves the price increase, the price shall be subject to review as market or economic conditions change. All price decreases of any amount occurring after an adjustment for extreme economic conditions shall be immediately passed to the City. If the City does not approve the price increase, the Contractor may terminate its performance under the Agreement upon sixty (60) days' advance written notice to the Purchasing Officer. Termination of performance shall be the Contractor's only remedy if the Purchasing Officer does not approve the price increase.

SECTION THREE
PROPOSAL FORMAT AND CONTENT
RFP Background Investigation Services

EVENT	COMPLETED BY
Release of RFP	10/27/16
Final Questions	11/10/16
RFP Responses Due	11/17/16
RFP Evaluations Complete	11/24/16
Signed Contract and Insurance Due (no later than)	11/28/16
City Council Approval	12/20/16
Contract Start Date	January 3, 2017

The above timeline represents the City’s best estimate of the schedule that will be followed. If a component of this schedule, such as RFP responses due, is delayed, the remainder of the schedule will be adjusted by an equal number of calendar days.

PROPOSAL INSTRUCTIONS

All copies of the response are to be organized and submitted in accordance with the instructions in this section. Responses shall be based solely on the material contained in this Request for Proposal.

Proposers shall submit a response to the City that shall be a single, all-inclusive project submittal in the quantity, and by the submittal date, required in this Request for Proposal. The City discourages overly lengthy and costly responses. Proposers are encouraged to take care in completely answering questions and meeting RFP requirements and to avoid submitting extraneous materials and information that do not show how the Proposer intends to meet the requirements. In order for the City to evaluate responses fairly and completely, Proposers should follow the format set forth herein and provide all of the requested information.

General Proposal Submittal Requirements. The following are general response submittal requirements. Failure to comply with response submittal requirements may render your response unresponsive and may be cause for rejection:

1. Email in pdf format to Patricia.garcia@oxnard.org **or** deliver hard copies of one (1) original and three (3) copies of the response.
2. If hard copies are delivered, proposals are to be prepared on standard 8½" x 11" paper. To reduce paper volume, we ask that proposals be duplex copied when possible.
3. Responses must be tabbed by both Volume (One and Two) and Response Item Letter (A-F).
4. The proposals shall be organized into the following response items with tabs corresponding to each section and response item and submitted in an indexed binder.

VOLUME ONE - TECHNICAL

Cover Letter - Must be on company letterhead and signed by a representative of the Proposer.

Response Item A - General Information Sheet (Form Provided)

Complete the General Information Sheet included with this Request for Proposal.

Response Item B - Company Background and Staff Qualifications

Provide a brief overview of your firm's background. Identify any and all licenses held by your firm. If applicable, indicate the number of years your firm has been providing the services required in this Request for Proposal. State the number of Police and civilian background investigations for Police agencies that your firm has conducted over the past five (5) years.

Identify and list any and all claims paid by your firm to settle fair employment practices claims and/or other litigation in the last five (5) years.

This section should also demonstrate the qualifications of all professional personnel to be assigned to this project, including firm principals, by providing resumes/experience summaries describing their education, credentials, certifications and memberships in professional organizations, related experience and their proposed roles for this contract. Provide sufficient information to demonstrate your firm's expertise and ability to perform under the contract.

No work may be subcontracted, nor assigned, without prior written approval of the City. If your firm intends to subcontract any of the work required under this RFP, detailed information for each subcontractor must be provided. Proposer shall be required to assume complete responsibility for fulfilling all aspects of the project.

Response Item C - Related Experience (Form Provided)

Provide references of agencies or companies for which your firm has provided similar services. The references must be able to verify Proposer's qualifications and experience and illustrate Proposer's ability to provide the services specified in this Request for Proposal. References from clients located in Southern California are preferred.

Note: References will be contacted and any negative responses received from the references *may* disqualify your proposal from further consideration. Additionally, should the City be unable to verify Proposer's qualification/experience from said references, your proposal may be disqualified from further evaluation.

Attaching letters of reference is acceptable.

Response Item D - Previous Contract Performance (Form Provided)

- a. Submit details of all terminations for default experienced by Proposer during the past three (3) years including the other party's name, address and telephone number. Termination for default is defined as a notice to stop performance due to Proposer's nonperformance or poor performance and the issue was either (a) not litigated or (b) litigated and such litigation determined Proposer to be in default. Present a description of the facts surrounding each incident and include Proposer's position on the matter. Exclude garnishments and similar routine matters that do not affect contract performance. Indicate whether or not the Proposer or principals have ever been suspended or debarred by any government agency.
- b. Indicate whether or not the Proposer or principals have ever been involved in any kind of bankruptcy proceedings. Give a summary of all proceedings and provide a listing of all significant outstanding claims or judgments.

The City will evaluate the facts and may, at its sole discretion, reject Proposer's response if the facts discovered indicate that completion of a contract resulting from this Request for Proposal may be jeopardized by the selection of Proposer. If no such terminations for default have been experienced by Proposer in the last five years, so indicate. The City shall reject any Proposer's response if it discovers any contract terminations within the stated period that were not disclosed.

Response Item E - Proposed Project Approach

The contents of this section shall be determined by the Proposer but should provide sufficient information to illustrate your approach to, and understanding of, the project, identify pertinent issues and potential problems related to the work and provide any special considerations of which the City should be aware. Information may include, but not be limited to:

- a. How you propose to provide the services specified. Describe your firm's ability to collect, organize, synthesize and provide the information required in the pre-employment background investigations.
- b. Describe how requests will be processed through your firm. Include detail on how orders will be placed (fax, e-mail, telephone).
- c. Provide a list of the documents your firm will require of the City in order to conduct an investigation. Provide samples of all forms your firm proposes to utilize in conducting background investigations.
- d. Describe the investigative methodology used, or to be used, by your firm. Identify credit reporting agencies used, or to be used, by your firm.
- e. Describe turnaround time for background investigations. Proposer must be able to provide measurements of progress at any point in time. Describe the method the City will

use to check the status of any given request. A sample report shall be included with the proposal response.

- f. Describe how the results of the background investigations will be reported to the City. Provide a sample candidate summary file. The City shall be able to have access either in person or electronically to the candidate information by designated City personnel as needed. Please describe how access will be accomplished.
- g. Describe your firm's ability to address Spanish language matters related to conducting background investigations. How many persons in your employment are fluent in the Spanish language?
- h. Describe how the firm will meet the demand for unusually high workloads, reduced time constraints, or simultaneous projects.
- i. Describe your typical physical response time to the Oxnard Police Department, in the event that your services are needed for an urgent matter.
- j. Describe how your firm keeps staff current on changing legal requirements. Have the principals of your firm attended training regarding the Investigative Consumer Reporting Agency (ICRA) and the California Labor Compliance Code within the past two years?
- k. Describe your firm's understanding of the City's needs and the firm's approach toward addressing those needs.
- l. Describe why it is the best interest of the City to choose your firm.

Confidentiality/Security. Describe the measures utilized, or to be utilized, by your firm to insure that information is held confidentially, including record destruction cycles, computer security and storage of files.

NOTE: Background investigations are to be used for City business only and are not to be added to any database or any other employer's needs. Successful Proposer is prohibited from releasing or selling any names, databases or mailing lists which may be generated from the work specified in this Request for Proposal.

Exceptions. Exceptions to the requirements of the RFP, including proposed contract language, should be clearly delineated in this section.

Additional Information. Proposer is invited to include a maximum of two (2) pages of information not included, nor requested in this Request for Proposal, if it may be useful to the City in their evaluation, and is applicable to this project.

Response Item F - Forms and Addenda

- a. Certification of Examination and Acceptance of Proposal Requirements
- b. Non-Collusion Affidavit
- c. Workers' Compensation Insurance Certificate
- d. Compliance with Insurance Requirements
- e. Confidentiality Agreement
- f. Addenda - Signed originals of all addenda issued, if any

VOLUME TWO - COST

Costs shall be presented as an hourly unit cost to perform a pre-employment background investigation as specified herein. The hourly unit cost should include all fees typically associated with such services such as administrative fees, driving records access fees, education and employment verification search access fees, data entry, miscellaneous access fees, and third-party pass-through fees charged by government entities to access public records. Note any exceptions to these requirements. Also include a description of your billing practices for matters that require significant travel.

Additional Options (A La Carte). Proposer shall provide a description and cost breakdown for additional background investigation services that can be provided as well as unit prices for the individual investigation components making up a full background investigation. These shall not be part of the basis of award, but rather, shall be used by the City to order specific services outside of a full background investigation or as a basis for pricing if the City requires further background investigation of an applicant.

EVALUATION PROCESS

Selection of the successful proposal shall be generally based on the information provided by the Proposer in response to the RFP. The City reserves the right to accept any or none of the proposals received, as deemed in the best interests of the City. The process for selection shall occur in the following sequence:

1. Evaluate proposals
2. Identify best qualified firm
3. Award contract

The City reserves the sole right to determine whether presentations will be held and to determine which Proposers will be selected to meet with the City. The City does not guarantee that a presentation will take place, thus reserving the right to select an Proposer based solely on the information provided in the proposals received in response to the Request for Proposal and equipment demonstrations. Should presentations take place, the key personnel responsible for fulfilling the requirements of the contract shall be required to be present for the interview.

The City shall review each Proposer's response for completeness, conformity to the City's requirements and to ascertain Proposer experience and qualifications. Award of contract, if made, shall be made to the Proposer whose proposal best fulfills the City's requirements. Award may be based on the following criteria:

1. **Proposer's background, experience, qualifications and stability of the firm.** The evaluation will focus on the firm's record of successful service and support to accounts of comparable size and environment. The ability of the Proposer will be evaluated in terms of technical resources, staffing, staff experience and facilities. Client reference will be contacted and their responses shall become a part of the review and award process. The

City reserves the right to tour Proposer's facilities or current operational site to assess the capability of the Proposer to fulfill the requirements of the contract.

2. **Support.** Emphasis shall be placed on the ability of the Proposer to service and support the needs of the City. Organizational structure, staffing plan and Proposer's method for meeting the requirements of this Request for Proposal in the most efficient manner will be an important consideration.
3. **Requirements.** Ability to meet the requirements and specifications outlined, including turnaround times, processing quantities and reporting requirements, will be evaluated.
4. **Cost.** Proposals will be evaluated on the basis of the Proposer's fees. Cost is considered secondary to the aforementioned criteria of award in determining the Proposer whose proposal best serves the needs of the City.

Award will be made to the Proposer(s) whose proposal(s) is/are the most advantageous to the City in terms of service, previous experience, qualifications, cost, ability to deliver the required reports/outputs or for any other reason deemed by the Purchasing Officer to be in the best interest of the City, and, as such, award will not be determined on price alone. Proposers are advised that it is possible that an award may be made without discussion or contact with any Proposer concerning their proposal. Accordingly, Proposers' proposals should contain the most favorable terms from a price and technical perspective. Proposers should not assume that they will be contacted or afforded an opportunity to clarify, discuss or revise their proposal.

The decision as to which Proposer is best qualified to perform the work specified herein shall be in the exclusive jurisdiction of the City and its decision shall be final and binding on all parties.

Prior to the award of contract, the City of Oxnard must be assured that the Proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the required skills and sufficient financial resources.

The City reserves the right to conduct a background inquiry of each Proposer, which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the Proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

If, during the evaluation process, the City is unable to assure itself of the Proposer's ability to perform under the contract, if awarded, the City has the option of requesting from the Proposer, any information that the City deems necessary to determine the Proposer's capabilities. Proposer will submit the requested information to the City within seven (7) days from the date of the request. Proposer's proposal may be deemed nonresponsive and rejected for failure to provide the requested information within seven (7) days.

PROPOSAL AS A PART OF THE CONTRACT

The successful proposal shall become an integral part of the contract. It shall not, however, be considered the total binding obligation for the contract, and terms and conditions proposed by the successful Proposer will not be considered contractual obligations unless accepted by the City and explicitly incorporated in the contract. The City reserves the sole right to include additional terms and conditions developed during the process of contract negotiations. These terms and conditions shall be within the scope of the original Request for Proposal and contract documents and shall be related to cost, clarification, definition, administrative and legal requirements.

IMPORTANT NOTICE
DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted a part of the Proposal.

- A. General Information Sheet
- B. Reference and Contract Performance Form
- C. Certification of Examination and Acceptance of Proposal Requirements
- D. Non-Collusion Affidavit
- E. Workers' Compensation Insurance Certificate
- F. Statement of Compliance with Insurance Requirements
- G. Confidentiality Agreement

Failure to complete, sign (where required), and return the above proposal documents with your proposal may render it nonresponsive.

**General Information Sheet
(Proposal Response Item A)**

NAME OF FIRM:
FIRM NAME FOR AGREEMENT (If different from above):
BUSINESS ADDRESS:
MAILING ADDRESS (If different):
TELEPHONE NUMBER:
FACSIMILE NUMBER:
E-MAIL ADDRESS:
CONTACT PERSON (for this Request for Proposal):
TELEPHONE NUMBER:
EMERGENCY CONTACT NUMBERS: Cell Phone: Pager: Toll-Free Number (if applicable):
CUSTOMER SERVICE: Toll-Free Number Fax Number: Web-Site/On-Line: AREA REPRESENTATIVE: Name: Phone: Cell Phone: E-Mail: Fax Number:
CITY BUSINESS TAX CERTIFICATE # (not required at the time of RFP response):
STATE BOARD OF EQUALIZATION SALES TAX PERMIT #:
FEDERAL EMPLOYER ID #:
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other
FOR CORPORATIONS, THE STATE IN WHICH FIRM IS INCORPORATED:
NAMES AND TITLES OF COMPANY PRINCIPALS:
INSURANCE INFORMATION - Provide the name of your insurance carrier for each type of insurance listed. General Liability Insurance: Professional liability Insurance (with E&O): Automobile Liability Insurance: Workers' Compensation:
Proposer acknowledges receipt of Addenda Numbers <input type="checkbox"/> , <input type="checkbox"/> , <input type="checkbox"/> and <input type="checkbox"/>

**REFERENCE AND CONTRACT PERFORMANCE FORM
(Proposal Response Item B)**

REFERENCE	1	2
Account Name		
Location (including Mailing Address)		
Contact Person and Title (currently employed by company)		
Telephone Number		
Facsimile Number		
Years of Service of Account		
Description of Service Provided		
REFERENCE	3	4
Account Name		
Location (including Mailing Address)		
Contact Person and Title (currently employed by company)		
Telephone Number		
Facsimile Number		
Years of Service of Account		
Description of Service Provided		

Name of Firm, or Corporation

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

**REFERENCE AND CONTRACT PERFORMANCE FORM
(Proposal Response Item B)**

TO BE COMPLETED BY PROPOSER AND INCLUDED IN PROPOSAL

CONTRACT PERFORMANCE List any contracts that have been terminated for default during the past three (3) years and describe the circumstances of all such incidents. State "NONE," if none. Use additional sheets as necessary.

Provide a summary of all bankruptcy proceedings. State "NONE", if none. Use additional sheets as necessary.

Name of Firm, or Corporation

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

**CERTIFICATION OF EXAMINATION AND ACCEPTANCE OF
PROPOSAL REQUIREMENTS**

TO BE COMPLETED BY PROPOSER AND INCLUDED IN PROPOSAL
(Proposal Response Item C)

TO: CITY OF OXNARD

RE: RFP Background Investigation Services

The undersigned, a duly authorized officer of _____ does hereby represent, warrant and agree to the following:

1. Proposer, in submitting a response to this RFP, warrants that it has full power and authority to comply with the requirements specified herein and will hold the City harmless from and against any and all loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty.
2. The Proposer, in submitting a response to this RFP, warrants that it is fully experienced and properly qualified to provide the services required herein, and that it is regularly engaged in the general class or type of work called for under the contract, properly licensed, equipped, organized, and financed to perform such work required herein.
3. Proposer has carefully investigated all conditions that affect, or may at some future date affect, the performance of services covered by this solicitation, and is satisfied as to the character, quality, and quantities of work to be performed and as to the requirements of the Request for Proposal. Submission of a proposal shall also be evidence that the Proposer is familiar with directives that in any way affect prosecution of the work or persons engaged or employed in the work. The City shall not be responsible for any error or omission in any proposal.
4. Proposer shall at no time after submission of a response to this RFP make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the Proposer receives an award as a result of this Request for Proposal, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligations to comply in every detail with all provisions and requirements of the Request for Proposal and all contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the Proposer for additional compensation.

Name of Firm, or Corporation

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

NON-COLLUSION AFFIDAVIT
TO BE COMPLETED BY PROPOSER AND INCLUDED IN PROPOSAL
(Proposal Response Item D)

TO: CITY OF OXNARD
RE: RFP Background Investigation Services

The undersigned, in submitting a Response to a Request for Proposal for Background Investigation Services by contract, being duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing Proposal, that this response is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that this response is genuine and not collusive or sham; that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion; has not directly, or indirectly, submitted his or her response or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository or to any member or agent thereof to effectuate a collusive or sham proposal; or otherwise taken any action in restraint of free competitive proposing in connection with such contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer's Name: _____

Signature of Proposer: _____

Title: _____

Business Address: _____

Place of Residence: _____

Subscribed and sworn to before me this ____ day of _____, 2013.

_____ Notary Public

in and for the County of _____, State of California.

My commission expires: _____

WORKERS' COMPENSATION INSURANCE CERTIFICATE
TO BE COMPLETED BY PROPOSER AND INCLUDED IN PROPOSAL
(Proposal Response Item E)

TO: CITY OF OXNARD
RE: RFP Background Investigation Services

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

“I am aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.”

Name of Firm, or Corporation

Signature of Proposer’s Authorized Representative

Name & Title of Authorized Representative

Date of Signing

STATEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS
TO BE COMPLETED BY PROPOSER AND INCLUDED IN PROPOSAL
(Proposal Response Item F)

TO: CITY OF OXNARD
RE: RFP Background Investigation Services

Contractor shall carefully review the insurance requirements applicable to this contract. Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Prior to commencement of work under the contract, Contractor shall provide to the City original, signed certificates and original, separate amendatory endorsements, naming the City as additional insured for liability insurance and automobile insurance as well as a waiver of subrogation for Workers' Compensation.

MINIMUM SCOPE OF INSURANCE

1. Workers' Compensation Insurance as required by the State of California
2. Employer's Liability Insurance
3. Original and separate Waiver or Subrogation for Workers' Compensation Insurance
4. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
5. Insurance Services Office Professional Liability with Errors and Omission coverage
6. Insurance Services Office Automobile Liability coverage (Form CA 0001, Code 1, Any Auto)
7. Original and separate Additional Insured Endorsements for General and Automobile Liability with primary language

PROPOSER'S STATEMENT

Proposer hereby certifies that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposal (RFP - Background Investigation Services). Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of subcontractors, and agrees to name the City as Additional Insured for the work specified.

Name of Firm, or Corporation

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

CONFIDENTIALITY AGREEMENT
TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL
(Proposal Response Item G)

TO: CITY OF OXNARD
RE: RFP Background Investigation Services

The undersigned, a duly authorized officer of _____ does hereby represent, warrant and agree to the following statement:

“All financial, statistical, personal, technical, or other information relating to the City’s operation which are designated confidential by the City and made available to the undersigned or generated in the course of work shall be protected by the undersigned from unauthorized use and disclosure.”

Name of Firm, or Corporation

Signature of Proposer’s Authorized Representative

Name & Title of Authorized Representative

Date of Signing

Attachment 1

Agreement No. [Enter #]

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (“**Agreement**”) is made and entered into in the County of Ventura, State of California, this [Day] day of [Month], 20[Year], by and between the City of Oxnard, a municipal corporation (“**City**”), and [Name of Consultant] (“**Consultant**”). City and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant’s personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the “**Services**”).

Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant’s own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

Coordination of Services

The Services shall be coordinated with [Insert position title] (“**Manager**”), subject to the direction of the City Manager or Department Manager.

Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement [pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated by this reference in full herein]. (**INCLUDE THE PREVIOUS CLAUSE WITHIN THE BRACKETS IF THE SERVICES ARE TO BE PERFORMED PURSUANT TO A SCHEDULE. OTHERWISE, DELETE THE CLAUSE, RENUMBER THE EXHIBIT C REFERENCE IN SECTION 14 TO EXHIBIT B, REMOVE EXHIBIT B COVERSHEET AND RENUMBER EXHIBIT C COVERSHEET TO EXHIBIT B. DELETE THESE INSTRUCTIONS PRIOR TO COMPLETION OF THE AGREEMENT.**). City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

Principal in Charge

Consultant hereby designates [Enter name of Principle-in-Charge] as its principal-in-charge and person responsible for necessary coordination with Manager.

Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

Term of Agreement

This Agreement shall begin on [Start Date], and expire on [End Date].

Termination

This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall

be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

Compensation

City agrees to pay Consultant in an amount not to exceed \$[Amount] for the Services at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

Method of Payment

City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

Records

Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but

not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

Indemnity

To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the “**Indemnified Party**”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant’s performance of this Agreement or Consultant’s failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. Consultant’s obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

The duty to defend is a separate and distinct obligation from Consultant’s duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys’ fees and defense costs.

The review, acceptance or approval of Consultant’s work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant’s indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

Insurance

Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-[], attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-[]. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-[].

Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

Independent Contractor

City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "**governmental decision**" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

Fair Employment Practices

Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

Authority to Execute

City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

Notices

Any notices to Consultant may be delivered personally or by mail addressed to [Enter name of Consultant], [Enter Consultant's address], [Enter City], [Enter State and Zip], Attention: [Enter Principal-in-Charge].

Any notices to City may be delivered personally or by mail addressed to City of Oxnard, [Enter Department or Division Name], [Enter Address], Oxnard, California 93030, Attention: [Enter Project Manager].

Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

CONSULTANT

Purchasing Agent

[Consultant]

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:

[Enter Name here], Project Manager

Greg Nyhoff, City Manager

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
SCHEDULE OF SERVICES

EXHIBIT C
COMPENSATION RATES

EXHIBIT INS-□
INSURANCE REQUIREMENTS

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto";

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available. CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notes of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE	
INSURED		COMPANY LETTER A	SPECIFY COMPANY NAMES IN THIS SPACE
		COMPANY LETTER B	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

