

## Purchasing Division

300 West Third Street  
Oxnard, CA 93030  
(805) 385-7538  
[www.oxnard.org](http://www.oxnard.org)



March 20, 2017

Ladies and Gentlemen:

The City of Oxnard invites proposals from qualified vendors for “**Third Party Administration Services**” for its Workers’ Compensation program.

This request for proposal is made up of the following sections: A. Instructions to Proposers, B. General Terms and Conditions, C. Scope of Services, D. Response Requirements, and two (2) Attachments which include a sample of a Consulting Services Agreement, and Insurance requirements. Proposers will be responsible to carefully examine the requirements contained herein.

Proposals will be received in the City of Oxnard Purchasing Office located at 300 W. Third St., Second Floor, Oxnard, CA 93030 by **5:00 p.m. on April 24, 2017**. A copy of the requirements, specifications and proposal documents may be obtained from the Purchasing Office or may be obtained at the City’s website: <http://www.oxnard.org>. The envelope containing your proposal must be sealed and marked “**RFP – Third Party Administration Services**”. Proposals will not be opened publicly.

If you have any questions, please call (805) 385-7538 or email [Patricia.garcia@oxnard.org](mailto:Patricia.garcia@oxnard.org).

Sincerely,

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

Patricia Garcia  
Buyer  
City of Oxnard

**CITY OF OXNARD**

**HUMAN RESOURCES DEPARTMENT**

**REQUEST FOR PROPOSALS (RFP)  
THIRD PARTY ADMINISTRATION SERVICES  
WORKERS' COMPENSATION**

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

**PROPOSALS MUST BE RECEIVED BY 5:00 P.M.  
ON THE DATE INDICATED BELOW:**

**April 24, 2017**

**CITY OF OXNARD  
REQUEST FOR PROPOSAL  
THIRD PARTY ADMINISTRATION SERVICES  
WORKERS' COMPENSATION**

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**CITY OF OXNARD  
REQUEST FOR PROPOSALS  
THIRD PARTY ADMINISTRATION SERVICES  
WORKERS' COMPENSATION**

**PROPOSED TIMELINE**

<b>DATE</b>	<b>ACTIVITY</b>
March 20, 2017	Release of Request for Proposal (RFP)
April 24, 2017	Submission of the Proposal is due to the City of Oxnard Purchasing Division by <b><u>5:00 p.m.</u></b>
April 25, 2017 – May 4, 2017	Review of Proposals
May 10, 2017	Oral Interviews Top Candidates
May 15, 2017	Final Selection
May 18, 2017	Execute Agreement
June 7, 2017	Begin Electronic Transfer of Claims Data
July 1, 2017	Begin Work

**The above dates are tentative and are subject to change as necessary**

**CITY OF OXNARD  
REQUEST FOR PROPOSAL  
THIRD PARTY ADMINISTRATION SERVICES  
WORKERS' COMPENSATION**

**PURPOSE**

The City of Oxnard, Human Resources Department, Workers' Compensation Division, hereinafter referred to as the "Workers' Compensation Division," seeks proposals from qualified vendors that specialize in providing Third Party Administration Services for our workers' compensation program and related services. Each proposal shall contain sufficient information to demonstrate to the City that the proposing party (proposer) can perform and has adequate resources for all services required to administer a self-insured workers' compensation claims administration program for the City, and to act as the City's representative in matters relating to its obligations under the California workers' Compensation laws.

The successful proposer shall be skilled and regularly engaged in the general class or type of services called for under the agreement. The proposer shall also have no less than ten years' experience dealing with California Workers' Compensation claims.

The City intends to award an agreement to a proposer who furnishes satisfactory evidence that the proposer has the requisite experience, ability, sufficient capital, and facilities to enable the proposer to provide the services successfully and properly, and to complete the services within the time specified in the agreement.

To determine the degree of responsibility to be credited to the proposer, the City will weigh any evidence that the proposer has performed satisfactorily other agreements of like nature, magnitude, and comparable difficulty and comparable rates of progress.

**CITY OF OXNARD  
REQUEST FOR PROPOSAL  
THIRD PARTY ADMINISTRATION SERVICES  
WORKERS' COMPENSATION**

**INSTRUCTIONS TO PROPOSERS**

The City of Oxnard invites proposals from qualified vendors for Third Party Administration Services for its workers' compensation program. Proposals will be received in the Purchasing Office until **5:00 p.m., April 24, 2017**.

At the proposer's option, proposals may be submitted via email in .pdf format to [patricia.garcia@oxnard.org](mailto:patricia.garcia@oxnard.org) **OR** an envelope containing one (1) executed original and three (3) signed copies of the Proposal. must be sealed and addressed to City of Oxnard Purchasing Office, 300 W. Third St., Second Floor, Oxnard, California 93030, Attention: Patricia Garcia, Buyer. The envelope must show the proposer's name and address; and must clearly be labeled **"RFP – Third Party Administration Services"**.

Proposals will not be opened publicly. Any proposal received after the established closing date and time will not be accepted. Proposal results will be available after proposals have been reviewed.

Proposals may be withdrawn upon written request at any time prior to the established closing date and time. The proposer or the proposer's authorized agent must sign such request.

**ADDENDA AND INTERPRETATION**

No interpretation of the meaning of the specifications or other proposal documents will be made to any proposer orally. Proposers are not to contact any individual other than the Buyer. Upon discovering an error, omission, ambiguity or conflict in this RFP, a Proposer may email a request for clarification or correction to the Buyer at [patricia.garcia@oxnard.org](mailto:patricia.garcia@oxnard.org) at least seven (7) calendar days before the date fixed for the closing of RFP. Requests received after this deadline will be disregarded. Any clarification or correction will be made only by a written addendum. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under its proposal as submitted. All addenda so issued shall become part of the specifications and contract documents. No oral clarification or correction shall be binding.

**AWARD OF CONTRACT**

The award of the contract will be made to a responsive and responsible proposer whose proposal best meets the needs of the City. The successful proposer will enter into a contract with the City incorporating all prescribed requirements and conditions of this request for proposal. If the successful proposer refuses or fails to execute the contract, the City may consider the next most qualified proposer. The City shall be the sole judge as to the successful proposer.

The City reserves the right to reject any or all responses to this Request for Proposal (“RFP”) and to waive any informality or irregularity in this RFP or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP, in the best interest of the City. The City reserves the right to request more information for clarification or due to omission of information. Proposers may be asked to make an oral presentation as part of the evaluation process. This RFP does not commit the City to award a contract, or to procure or contract for services or goods.

## **EXECUTION OF CONTRACT**

The City will mail a Notice of Award of Contract, enclosing the contract forms to the successful proposer. The contract shall be signed by the successful proposer and returned with a copy of the vendor’s certificate of insurance within four calendar days after the proposer receives the Notice of Award of Contract.

## **CLARIFICATION OF PROPOSAL**

The City reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification may result in rejection of the proposal.

## **ACCEPTANCE OF PROPOSAL CONTENT**

The contents of the proposal of the successful proposer will become, at the option of the City, part of the agreement. Failure of the successful proposer to allow the proposal to be included in the agreement may result in cancellation of the agreement.

## **RESPONSIVENESS**

Proposals should respond to all requirements of this RFP to the maximum extent possible. Proposers are asked to identify any limitations or exceptions to the requirements inherent in the proposal. Alternative approaches will be given consideration if the approach offers increased benefits to the City.

## **PROPOSAL REQUIREMENTS**

Each proposer submitting a proposal shall meet all of the terms and conditions specified in this RFP. By virtue of a proposal submittal, the proposer acknowledges agreement and acceptance of all provisions of the RFP specifications.

Each proposal should contain the following:

- A cover letter that designates the person or persons who may be contacted during the period of evaluation with questions or agreement issues. The proposer should include name, title, address, and telephone numbers, fax number and email address of such person or persons.

- The cover letter shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind proposer contractually. The signature must indicate the classification or position that the individual holds in the proposer's business.

Explanation of how proposer will perform the services contained in the Scope of Services.

- Proposer must describe in detail how proposer will meet the requirements of this RFP, and may provide additional related information with the proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Scope of Services, and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposal should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the proposal.
- If a complete response cannot be provided without referencing supporting documentation, the proposer must provide such documentation with the proposal indicating where the supplemental information can be located.
- A proposal must include all proposed terms and conditions, without limitations. The omission of any documents renders a proposal non-responsive. A proposal, which appears unrealistic in terms of technical commitments, lack of technical competence, or is indicative of failure to comprehend the complexity and risk of this RFP, will be rejected.

## **PROPOSER PROFILE AND QUALIFICATIONS**

Proposer must provide a business profile. Information shall include:

- Ownership. List complete name of all owners and partial owners. If incorporated, the state in which the business is incorporated. List any other ownerships or affiliations with other companies that provide services under your company, e.g. Nurse Case Management, Utilization Review and etc.
- Location of the office servicing any California account.
- Number of employees both locally and nationally.
- Location from which employees will be assigned to provide services.
- Name, address, and telephone number of proposer point of contact for an agreement resulting from this RFP.
- Background/history and why proposer is qualified to provide the services described in the RFP.

- Length of time proposer has been providing services described in this RFP.
- Proposer's list of all current clients, with names, addresses, and telephone numbers.

Proposer must include in the proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the proposer or in which the proposer has been judged guilty or liable. Failure to comply with the terms of this provision will result in the rejection of any proposal(s). The City reserves the right to reject any proposal based upon the proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other service failures.

## **PERSONNEL QUALIFICATIONS**

Identify key personnel and their position within the proposer's business. Indicate qualifications and minimum years of experience. Indicate which positions maintain California certifications and list these certifications.

- Describe the proposer's experience with Labor Code changes such as SB899, experience with medical provider networks and utilization review.
- Describe the proposer's experience adjusting public safety claims.
- State whether the proposal includes supervisors and managers maintaining an active caseload.
- Describe in detail on-going training programs provided to the claims staff.
- Describe the proposed active caseload of the adjuster(s) (both medical only and indemnity claims) of the claim team assigned to the City's claims.
- Provide list of services standards established for adjusters, supervisors and managers.
- Identify the open/close ratio or expectation for the claim team that will handle the City's claims.
- Identify and explain any incentive program for adjuster to close injury files.
- Provide the staff turnover rate within the last five years.

## **CLIENT REFERNCES**

Proposer shall provide a relevant list of client references. A minimum of three references from similar services performed within the last five years. In addition, the proposer should include all public agency clients. Information provided shall include client's name, address, contact person's telephone number, and length of time claims administration services are (were) provided to client.

## **FINANCIAL STATEMENT**

Proposer shall provide a current financial statement or latest annual report. Proposer shall make a definitive statement regarding its financial ability to perform the requirements of the agreement.

## **PROPOSED ANNUAL FEE FOR SERVICES**

The proposed fee shall include all professional services of the proposer's staff, clerical support, travel and transportation, and other costs to perform the tasks in the Scope of Services. Cost containment, medical bill review, case management and utilization review services may or may not be performed by the selected proposer. If such services are offered by proposer, specifically identify the proposed basis for such fees and charges.

## **PUBLIC RECORDS**

All Proposals submitted in response to this RFP become the property of the City and under the Public Records Act (Government Code section 6250 et. Seq.) are public records, and as such may be subject to public review. However, the Proposals shall not be disclosed until negotiations are complete and recommendation for selection and award is made to the City Council.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California law, price proposal to a public agency is not a trade secret.

Questions regarding this RFP shall be directed to City of Oxnard Finance Department, Attn: Patricia Garcia, 300 W. Third Street, Oxnard, California, 93030 or email to [Patricia.garcia@oxnard.org](mailto:Patricia.garcia@oxnard.org). Phone calls will be accepted at (805) 385-7538.

**CITY OF OXNARD  
REQUEST FOR PROPOSAL  
THIRD PARTY ADMINISTRATION SERVICES  
WORKERS' COMPENSATION**

**BACKGROUND**

The City of Oxnard incorporated in 1903, is a full service city with a Council/Manager form of government. The population of Oxnard is approximately 200,000 residents. City government is comprised of approximately 1650 employees (1210 full-time equivalents). The City has 236 sworn police officers and 94 sworn fire personnel. City departments consist of City Manager, Finance, Human Resources, Police, Fire, Public Works (Parks & Facilities, Fleet, Environmental Resources/MRF, Wastewater, Water and Streets), Housing, Development Services, Economic Community Development, Information Technology, Cultural and Community Services (Library, Performing Arts, Carnegie Art Museum, and Recreation), City Treasurer, City Clerk and City Attorney.

The City is self-insured for workers' compensation and has utilized the services of third-party administrators for claims administration. The City's public safety personnel are governed by the salary continuation requirements of California Labor Code Section 4850. During the 2015/2016 fiscal year, the City had 137 total indemnity cases reported and 113 medical only cases reported. The City is presently insured for excess insurance through California State Association of Counties. **See exhibit 1 for the City's Self-Insurer's Annual Report.**

**PARAMETERS AND TERM**

The Third Party Administrator (TPA) functions and serves at the discretion of the City, specifically, the Director of Human Resources. The City, by and through the Director of Human Resources, has exclusive control over the TPA, including but not limited to monitoring and execution of the program.

The agreement will be in effect for a total period of three years subject to all the terms and conditions set forth herein.

**CITY OF OXNARD  
REQUEST FOR PROPOSAL  
THIRD PARTY ADMINISTRATION SERVICES  
WORKERS' COMPENSATION**

**SCOPE OF SERVICES**

The requirements described herein are considered reasonable to meet the City's needs. A proposer having alternate proposals to meet these needs may, after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the City.

Proposer shall be capable and qualified to provide Workers' Compensation Claims Administration Services in the manner required by the California State Department of Industrial Relations. Proposer shall administer the City's self-insured workers' compensation program and shall act as the City's representative in connection with the investigation, adjustment, processing, supervision and resolution of workers' compensation claims asserted by employees against the City.

In narrative form, please indicate proposer's compliance/acceptance of the following requirements (see below under program development). Identify and describe any special or unique features or value added alternatives or options.

**1. Program Development**

Proposer shall regularly consult with the Workers' Compensation Section Manager, and the Director of Human Resources or his designee and assist in developing the necessary procedures, practices and coordination to implement the City's workers' compensation program and to meet legal requirements of the State of California.

Describe in detail how proposer will initiate and complete the file conversation or claims data transfer when assuming this new account.

The City has a current annual claim frequency count of approximately **250** total claims; this is based on the Public Self Insurer's Annual Report of 2015-2016. Please provide a sample staffing model that will effectively and aggressively manage claims. The City believes that in order to effectively administer benefits for its injured workers, the caseloads should be no more than 150 cases per adjuster. In addition, the City requires that the dedicated claims adjusters for our claims have experience with working with sworn safety/Labor Code 4850 caseloads.

Please describe:

- How many claims adjusters will be dedicated specifically to work on the City account?
- How many claims assistants for the medical only files and maintenance files?
- How many clerical support staff to do mail, answer telephones and file?

- How soon are calls and emails returned by staff?
- Who will oversee reserve changes, settlement evaluations, denials, dairy reviews, and other related areas and how often these duties are performed?
- Office and telephone hours of operation.

In compliance with all rules and regulations governing the administration of self-insurance pursuant to Labor Code Section 2700, and the California Administration Procedures Act, the proposer will:

- Prepare Special Account Instructions (SAI). The SAI shall function as a workers' compensation program operating manual for the City's use. This manual shall specify claims activities and processing, organization of files, and procedures for reporting industrial injury claims.
- Regularly review program progress with the City's Workers' Compensation Manager, including identification of problem areas and recommend solutions thereof.
- Upon mutual agreement, meet with City staff and designated department staff to perform a claims file review of outstanding claims at least every two months.
- Provide City staff with in-service training on changes, proposed changes and statutes, rules and regulations affecting the City's responsibility under a self-insured workers' compensation program.
- Review program progress with the City's Workers' Compensation Program Manager, including identification of problem areas, department injury trends and recommend solutions thereof.
- Provide customized loss and injury reports for each department and division. This should include frequency and severity charts that will help managers establish loss reduction goals and present the charts at each claims file review.
- When requested by a department director, participate in workshops with the City staff to educate departments pertaining to the requirements of the Labor Code for timely reporting of injuries. Workshops are held bi-annually.

Describe in detail, the procedures for advising initial treating physician and the injured employee of the City's temporary modified duty program. Include procedures for notifying the City of an employee who is returned to modified duty.

Describe in detail, the procedures for notifying the City of an injured employee who has permanent restrictions or has reached Maximum Medical Improvement. Include the timeframe of notification to the City.

Proposer will set and maintain appropriate reserves, and discuss reserve changes over a specified amount with the Workers' Compensation Manager (amount of change to be determined).

Also, please complete the following:

- Describe how adjusters establish reserves.
- Describe who reviews and approves the reserves
- Describe how supervisory and management authority on reserving is obtained.
- Describe how often the reserves are reviewed.
- Explain process to notify the City of a reserve change.

Claims and Medical Administration, Services and Control:

- Proposer will take an active part in handling initial medical control, coordinate and contact by telephone initial treatment providers, and/or redirect claims where the injured worker has not predesignated a personal physician.
- Proposer will provide toll-free telephone number for City employees.
- Proposer will be required to manage ancillary services associated with the administration of workers' compensation claims, i.e. Nurse Case Management, Special Investigation Units, Bill Review, Utilization Review and etc.
- Proposer will review all initial claims and make telephone contact with the injured employee within 24 hours and contact injured employees supervisor within 24 hours of receipt of claim to verify injury and contact medical provider within 24 hours of receipt of claim.
- Briefly describe the procedure for making the 3-point contact and what is the proposer's policy when attempts to contact the injured worker have failed.
- Proposer shall make bi monthly contact with all employees who remain on temporary disability for more than one week. Should employee be off longer than three weeks, proposer shall discuss referral to Nurse Case Manager with the Workers' Compensation Manager.

- Proposer will bear the sole responsibility for any and all penalties incurred as a result of the failure of the proposer to comply with statutory laws and/or administrative regulation.
- Proposer shall actively assist in returning the injured employee to employment in regular duties, temporary light duty or reassignment as early as possible, in coordination with the City's Return to Work Program.

Describe in detail, the procedures for advising initial treating physician and the injured employee of the City's temporary modified duty program. Include procedures for notifying the City of an employee who is returned to modified duty.

Please complete the following:

- Briefly discuss guidelines for referral to the Nurse Case Manager (Telephonic or Field) or review from a Nurse Case Manager upon initial onset of a claim
- Describe which cases would benefit from medical case management.
- What types of activities should the City expect from a Nurse Case Manager.
- When case management services should begin and end.
- Describe proposer's managed care/medical cost-containment program including, but not limited to, disability tracking, managing and reporting, PPO networks, case management services, utilization review, bill review, and indicate which services are owned, in whole or in part, by the proposer's business, and which services are contracted out.

If services are contracted out, does proposer's business receive commissions and/or other type of compensation from the service provider? Describe any corporations within corporations that the proposer may have an interest in. Indicate fees/charges for services.

- Your ability to receive and report first aid/information only claims and additional costs associated with that service.
- Proposer will monitor treatment programs for injured employees, including review of all "Doctor's First Reports" (5021) to assure that treatment is related to a compensable injury or illness.
- Proposer will make referrals to Utilization Review on a case-by-case basis and briefly describe the proposer's procedure for referrals to Utilization. Review.
- Proposer will reconcile the Workers Compensation bank account on a monthly basis at the discretion of the Human Resources Director. Briefly describe

proposer's procedure for reconciling the City's workers' compensation bank account on a monthly basis and any additional costs associated with that service.

- Proposer will audit and authorize timely payments of all medical bills in conformance with the recommended Official Medical Fee Schedule (OMFS) as set forth by the State of California Department of Industrial Relations, Labor Code section 5307.1 and sections 9789.10 et seq. of Title 8, California Code of Regulations.

Briefly discuss your company's employee turnover rate.

Briefly discuss your system's access for our City to review benefit notices and case notes.

## **2. Litigation**

When notification of legal representation is received, proposer will initiate contact with the Workers' Compensation Manager to discuss referral of the litigation to the City's authorized legal panel. Proposer will participate in all litigated cases from the time an application is filed with the State of California Workers' Compensation Appeals Board (WCAB) until final disposition is rendered.

Please complete the following:

- Describe the procedure to be utilized in determining when special counsel is required.
- At what point would proposer recommend referring a case to special counsel, and are there certain types of claims that require immediate referral?
- Describe the procedure to be utilized in filing and serving all medical reports to the defense and applicant attorney.
- What procedures would proposer use to manage the quality of work and cost of counsel to the City?
- At what point would proposer's claim adjuster make appearances at the WCAB and does proposer charge extra for these appearances? Explain.

## **3. Aggressive pursuit of all subrogation recovery opportunities**

Describe proposer procedures in notifying the responsible third party regarding an incident and what is proposer's procedure to make sure that the statute does not expire.

- At what point would proposer refer to subrogation file to legal counsel?

- Prior to any settlement conference, proposer and/or defense counsel, whichever is appropriate, shall provide City with a written analysis of the case, including options and recommendations for settlement. All permanent disability ratings must be defined in dollars and percentages. The Workers' Compensation Manager, the Director of Human Resources or the City Council depending upon amount of settlement must authorize a settlement.

#### 4. Reporting Services

Proposer shall provide the City with regular monthly and quarterly administrative reports in the format and number requested by the City. Such reports include, but may not be limited to the following:

##### Administrative Reports:

Annual Report to the State of California  
 Monthly Listing of Open Claims by Department/Division  
 Monthly Listing of Alphabetical Listing of All Active Claims  
 Monthly Listing of Open Indemnity Claims  
 Bi-Weekly Indemnity Payments Report

Monthly Listing of Open Medical Only Claims  
 Monthly Detailed Loss Report of All Open Claims  
 Monthly List of All Currently Denied Claims  
 List of Delayed Claims to Include Expenses Paid During Delay Period  
 Report of Litigation Referrals  
 CAL/OSHA Log 300, 300 (a) and 301  
 Subrogation Report  
 Report of Litigation Referrals  
 Report of Litigation Fees

##### Custom Reports

Graphs for Each City Department Showing Severity and Frequency  
 Graphs Showing Number of Injuries by Nature of Injury for each City Department and Combined  
 Graphs Showing Number of Injuries by Body Part for each City Department and Combined  
 Days Lost Due to Injury  
 Average Cost of Injury for Each City Department and Combined

Can proposer's reports be customized per City request? Will custom reports be included in overall proposal cost? Identify any additional charges for reports.

Provide sample reports generated from proposer's risk management information system indicating frequency of reports provided (monthly, quarterly, and annually) to the employer.

## **5. Record Retention, Ownership and Inspection**

The proposer will agree that the City shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent records pertaining to this agreement at any time the City wishes.

All records shall be maintained by the proposer and made available to the City during the term of the agreement and for a period of three years thereafter. All such records shall be delivered to the City in the format and media specified upon termination of the agreement.

All claim files, records, reports and other documents or materials pertaining to the City's claims shall be the property of the City and shall be available for the City's use at any time, and shall be delivered to the City upon termination of the agreement.

Proposer must stipulate that all claim files, electronic data processing/management information system records, and all records generated on behalf of the City are owned by the City and that claim files will be available to the City upon request.

## **6. Selection Process/Evaluation Criteria**

### Proposal Review

The City shall review the proposal for:

- Understanding the Scope of Services required by the City
- Proposed approach in completing the Scope of Services
- Quality, clarity and responsiveness of proposal
- Qualifications and availability of key persons to be assigned to perform the services resulting from this RFP
- Number of years of experience the proposer has performed this type of service and with accounts of comparable size
- Demonstrated competence and experience performing services with other clients
- Proposal cost submittal
- Reasonableness of cost
- Financial stability of company
- Conformance with the terms of this RFP

### Award Evaluation Criteria

The City will evaluate the proposer's responses to the following:

- Award will be made to proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are

not listed in any order or preferences. The Evaluation Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal. The City shall not be obligated to accept the lowest priced proposal, and will make an award in the best interests of the City after all factors have been evaluated.

- The Committee may contact and evaluate the proposer’s references; contact any proposer to clarify any response; contact any current users of a proposer’s services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest-priced proposal, but shall make an award in the best interest of the City after all factors have been evaluated.
- While the City intends to enter into an agreement for the described services, it is not bound to do so. The City reserves the right to reject any or all proposals.
- The City shall be the sole judge of the successful proposal. The City reserves the right to negotiate with any or all proposers. Proposers are advised that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the proposer can submit to the City. **DO NOT PRESUME** that any proposer will be contacted or afforded an opportunity to clarify, discuss, or revise a proposal.
- Award will be by means of a written agreement with the successful proposer. A Notification of Intent to Award may be sent to any proposer selected. Award is contingent upon the successful negotiation of final agreement terms. Negotiations shall be confidential and not subject to disclosure to competing proposers unless an agreement is reached. If negotiations cannot be concluded successfully, the City may negotiate with the next highest scoring proposer or withdraw the RFP.

## 7. Weighted Evaluations

Evaluation Criteria	Percentage
Proposer’s submission-responsiveness of the proposal clearly identifying an understanding of the Scope of Services	10
Demonstrated technical expertise as a claims administrator under State of California workers’ compensation statutes and regulations	40
Proposer’s experience with other public agency clients of comparable size to the City	25
References	25

The above percentages show the relative importance of individual criterion  
The Evaluation Committee will use these criteria to score the proposals.

**PROPOSALS SHOULD FOLLOW THE SEQUENCE OUTLINED BELOW:**

- Organizational background including years of experience.
- List proposer's principal officer, complete listing of the personnel who will be involved with the program, and the office that will handle the contract. Include specific role and qualifications.
- Cost structure that demonstrates how fees are assessed.
  - If any are not part of your standard service, indicate whether they are provided at an extra charge.
  - Indicate discount rates and any level of purchases required to achieve the discount rate.
  - Provide fill rate
  - Provide procedure if a library orders 10 copies of a title, and you have 9 copies available in the warehouse.
  - Provide any additional charges such as shipping, handling and processing.

**CITY OF OXNARD  
REQUEST FOR PROPOSAL  
THIRD PARTY ADMINISTRATION SERVICES  
WORKERS' COMPENSATION**

**GENERAL TERMS AND CONDITIONS**

- A. The City shall not be liable for any expenses incurred by any proposer prior to issuing the contract.
- B. The selected **Vendor** will be required to sign and be bound by a Professional **Third Party Administration** Services Agreement (“Agreement”). Proposer must meet all insurance requirements (See Sample Exhibit INS-A).

**EXHIBIT 1**

**SAMPLE**

**AGREEMENT FOR CONSULTING SERVICES  
AND  
INSURANCE REQUIREMENTS**

## 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 Human Resources Director or his designee (“**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 the Human Resources Director or his/her designee 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 June 1, 2017, and expire on June 30, 2023.

### 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

VENDOR

\_\_\_\_\_  
Tim Flynn, Mayor

\_\_\_\_\_  
Vendor

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

\_\_\_\_\_  
Michael More, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Steve Janice, Department Director

\_\_\_\_\_  
Celsa Moncayo, Project Manager

**APPROVED AS TO AMOUNT:**

\_\_\_\_\_  
Tim Flynn, Mayor

**INSURANCE REQUIREMENTS FOR CONSULTANTS  
(WITH 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. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. 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 effecting coverage required by this Exhibit INS-A. 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 commencement of services. 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, 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, agents 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, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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 or self-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. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant 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 notice of cancellation.**

### *Endorsement Forms*

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

INS-A.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

<b>PRODUCER</b>	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.
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CODE                      SUB-CODE	<b>COMPANIES AFFORDING INSURANCE COVERAGE</b>
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	<b>GENERAL LIABILITY</b> [x] COMMERCIAL GENERAL LIABILITY    [] 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	<b>AUTOMOBILE LIABILITY</b> [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE                \$1,000,000 LIMIT BODILY INJURY                    \$ (Per person) BODILY INJURY                    \$ (Per accident) PROPERTY DAMAGE               \$
A	<b>EXCESS LIABILITY</b> UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE                \$ AGGREGATE                        \$
A	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY LIMITS EACH ACCIDENT                    \$1,000,000 DISEASE-POLICY LIMIT            \$1,000,000 DISEASE-EACH EMPLOYEE        \$1,000,000
A	<b>OTHER</b> Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage                \$1,000,000 Each consultant/                    \$500,000 & listed sub-consultant

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

<b>CERTIFICATE HOLDER</b> City of Oxnard Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard CA 93030	<b>CANCELLATION</b> 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
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**GENERAL LIABILITY SPECIAL ENDORSEMENT  
FOR THE CITY OF OXNARD (the "City")**

**SUBMIT IN DUPLICATE**

ENDORSEMENT NO. \_\_\_\_\_

ISSUE DATE (MM/DD/YY) \_\_\_\_\_

PRODUCER \_\_\_\_\_

**POLICY INFORMATION:**

Insurance Company: \_\_\_\_\_  
 Policy No.: \_\_\_\_\_  
 Policy Period: (from) \_\_\_\_\_ (to) \_\_\_\_\_  
 LOSS ADJUSTMENT EXPENSE  Included in Limits  
 In Addition to Limits

Telephone: \_\_\_\_\_

Deductible  Self-Insured Retention (check which) of \$ \_\_\_\_\_  
 with an Aggregate of \$ \_\_\_\_\_ applies to \_\_\_\_\_  
 coverage.  Per Occurrence  Per Claim (which)

NAMED INSURED \_\_\_\_\_

**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here  in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS \_\_\_\_\_

**TYPE OF INSURANCE**

GENERAL LIABILITY  
 COMMERCIAL GENERAL LIABILITY  Claims Made  
 COMPREHENSIVE GENERAL LIABILITY Retroactive Date \_\_\_\_\_  
 OWNERS & CONTRACTORS PROTECTIVE  Occurrence

**OTHER PROVISIONS**

**COVERAGES**

LIABILITY LIMITS IN THOUSANDS \$  
 EACH OCCURRENCE AGGREGATE

GENERAL  
 PRODUCTS/COMPLETED OPERATIONS  
 PERSONAL & ADVERTISING INJURY  
 FIRE DAMAGE  
 \_\_\_\_\_  
 \_\_\_\_\_

**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: (\_\_\_\_) \_\_\_\_\_

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
  - a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
  - b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

**ENDORSEMENT HOLDER**

**CITY OF OXNARD**  
**Attn: Risk Manager**  
**Reference No. \_\_\_\_\_**  
**300 W. Third Street, Suite 302**  
**Oxnard, CA 93030**

**AUTHORIZED REPRESENTATIVE**

Broker/Agent  Underwriter  \_\_\_\_\_

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature \_\_\_\_\_  
 (original signature required)

Telephone: (\_\_\_\_) \_\_\_\_\_ Date Signed: \_\_\_\_\_

