



December 17, 2012

Ladies and Gentlemen:

The City of Oxnard invites qualified consultants to submit a proposal for Security Services for Water Resources Division Facilities. The tentative contractual term is for the period of March 1, 2013 through February 28, 2014. It is the intent of the City to issue a non-exclusive agreement for this period with the option if agreed upon by both parties for three additional one-year periods to include provision for adjustments in costs, either up or down, based upon the Living Wage Requirements for each term.

This request for proposal (RFP) is made up of the following sections: A. Instructions to Proposers, B. General Terms and Conditions, C. Consultant Qualifications and Responsibilities, D. Bid Documents and Attachment 1 which includes a sample of a professional 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 by 4:00 p.m. on Wednesday, January 30, 2013. 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.ci.oxnard.ca.us>. Envelopes containing one (1) executed original and eight (8) signed copies of the proposal must be sealed and addressed to City of Oxnard Purchasing Office, 300 W. Third St., Suite 202, Oxnard, California 93030, Attention: Bruce Dandy, Purchasing Agent, and must be marked "ENVELOPE 1: RFP – SECURITY SERVICES FOR WATER RESOURCES DIVISION FACILITIES PROPOSAL/STATEMENT OF QUALIFICATIONS" and "ENVELOPE 2: RFP – SECURITY SERVICES FOR WATER RESOURCES DIVISION FACILITIES STATEMENT OF COMPENSATION." The envelopes must show the proposer's name and address. Proposals will not be opened publicly.

If you have any questions, please call me at (805) 385-7478.

Sincerely,

A handwritten signature in black ink that reads "Bruce E. Dandy". The signature is written in a cursive, flowing style.

Bruce E. Dandy
Purchasing Agent

CITY OF OXNARD
WATER RESOURCES DIVISION
REQUEST FOR PROPOSAL (RFP)

FOR

SECURITY SERVICES FOR WATER RESOURCES
DIVISION FACILITIES

**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:**

January 30, 2013



**CITY OF OXNARD
REQUEST FOR PROPOSAL
SECURITY SERVICES FOR WATER RESOURCES DIVISION FACILITIES**

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**CITY OF OXNARD
REQUEST FOR PROPOSAL
SECURITY SERVICES FOR WATER RESOURCES DIVISION FACILITIES**

INSTRUCTIONS TO PROPOSERS

RECEIPT AND OPENING OF PROPOSALS

The City of Oxnard invites qualified contractors to submit proposals to provide security services for the following Water Resources Division facilities: Water Campus, 251 South Hayes Avenue; Blending Station No. 2, 1061 Richmond Avenue; Blending Station No. 3, 1700 Solar Drive; Blending Station No. 4, 3637 North Rose Avenue; Blending Station No. 5, 980 East Pleasant Valley Road; and Advanced Water Purification Facility, 4.65-acre parcel located east of Perkins Road and north of railroad line. Proposals will be received in the Purchasing Office until **4:00 p.m. on Wednesday, January 30, 2013.**

Envelopes containing one (1) executed original and eight (8) signed copies of the proposal must be sealed and addressed to City of Oxnard Purchasing Office, 300 W. Third St., Suite 202, Oxnard, California 93030, Attention: Bruce Dandy, Purchasing Agent, and must be marked “ENVELOPE 1: RFP – SECURITY SERVICES FOR WATER RESOURCES DIVISION FACILITIES PROPOSAL/STATEMENT OF QUALIFICATIONS” and “ENVELOPE 2: RFP – SECURITY SERVICES FOR WATER RESOURCES DIVISION FACILITIES STATEMENT OF COMPENSATION”. The envelopes must show the proposer’s name and address.

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.

EXAMINATION OF REQUIREMENTS

Each proposer must carefully examine the requirements contained herein. Each proposer shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a proposer from any obligation in respect to this proposal as submitted. Any misinterpretation of the requirements is solely that of the proposer’s.

PREFERENTIAL QUALIFICATIONS

Preference will be given to those vendors that currently:

1. Operate local offices within 25 miles of downtown Oxnard.
2. Bilingual vendor employees (ability to speak fluently in both Spanish and English) are highly desirable.

QUALIFICATIONS SUBMISSION REQUIREMENTS

Each submittal shall consist of two separate parts, **each in its own sealed envelope** and labeled as 1) Proposal/Statement of Qualifications and 2) Statement of Compensation.

Statements of Qualifications should be as concise as possible, at a minimum shall contain the information presented below (printed on one side of the sheet).

1. Cover letter of introduction.
2. Firm profile and experience in security services. Include location of corporate office and local facilities.
3. Qualifications of staff.
4. Exhibit A – Scope of Services
5. Exhibit B – Statement of Proposer’s Qualifications and References
6. Exhibit C – Statement of Proposer’s Past Contract Disqualifications

Additional materials, including detailed resumes and brochures may be submitted as an attached appendix to the proposal. Brochures and marketing materials not directly related to specific experience with the proposed scope of work shall not be submitted as part of this proposal.

Note the requirement to submit this information separate from the proposal. One (1) sealed copy of the Statement of Compensation shall be provided in the manner prescribed herein, with “Statement of Compensation” and project name clearly shown on the front of the envelope.

In addition, any material that will add to the persuasiveness of your proposal may be included. If you are not willing to accept the requirements and conditions of this request for proposal, identify in your proposal all requirements and conditions you do not accept. Failure to identify any such requirements and conditions will be deemed acceptance of all requirements and conditions.

Your proposal must be signed and dated in ink by the owner, partner, or corporate officer of the company, or by an agent duly authorized to represent the contractor under this proposal. Include the name and position held within contractor’s organization.

SITE INSPECTION

Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference for interested vendors will be held on Monday, January 7, 2013 at 1:30 P.M. in the Conference Room, of the Water Campus, 251 South Hayes Avenue, Oxnard. Please park on the street and enter through the glass doors. Questions regarding this request for proposals will only be answered during this conference to ensure equity among potential vendors. Vendors who do not attend this mandatory pre-bid conference will not be eligible to submit proposals for this project.

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply

in every detail with all provisions and requirements of the documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

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 Purchasing Agent. Every request for such interpretation must be in writing and addressed to: Purchasing Agent, City of Oxnard, 300 W. Third St., Suite 202, Oxnard, CA 93030 and, to be given consideration, must be received at least seven (7) days prior to the date fixed for the closing of bids. Requests for interpretation may be faxed to the Purchasing Agent at (805) 385-7495 or by e-mail at bruce.dandy@ci.oxnard.ca.us. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be faxed and mailed by certified mail with return receipt requested to all known prospective proposers (at the respective addresses furnished for such purposes) no later than seven (7) calendar days prior to the date fixed for the closing of proposals. Addenda required later than seven (7) calendar days prior to the proposal closing date may cause a postponement in the proposal closing date. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become part of the specifications and contract documents.

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.

Before award, proposers may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the job. The proposals of proposers found not to be qualified may be rejected.

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 seven (7) calendar days after the proposer receives the Notice of Award of Contract.

**CITY OF OXNARD
REQUEST FOR PROPOSAL
SECURITY SERVICES FOR WATER RESOURCES DIVISION FACILITIES**

GENERAL TERMS AND CONDITIONS

The following “General Terms and Conditions” shall be applicable to any contract or agreement entered into as a result of this proposal. The terms “proposer,” “contractor,” and “firm” may be used interchangeably in this solicitation and shall refer exclusively to the person, company or corporation with whom the City enters into a contract as a result of this solicitation.

1. All work performed shall be completed in a competent manner according to standard practices of the industry. All persons engaged in the work, including subcontractors, will be considered as employees of the contractor. The contractor will be held responsible for their work. The City will deal directly with and make all payments to the prime contractor.
2. The City may make such investigations as necessary to determine the ability of the contractor to perform the services as required. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such contractor fails to satisfy the City that the contractor is qualified to carry out the obligations of the contract.
3. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the City’s property from any and all injury or loss arising in connection with any contract entered into hereunder. The contractor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.
4. The contractor shall comply with all applicable federal, state and local laws, ordinances, regulations and codes and shall obtain and maintain throughout the term of the contract, all required permits, certificates and licenses, including a **City of Oxnard business tax certificate**.
5. The contractor shall be an independent contractor in performing services for the City as part of any contract entered into as a result of this bid. Contractor and contractor’s agents, employees, subcontractors and other persons acting on the contractor’s behalf are not employees of the City.
6. Except as the City may specify in writing, contractor and its agents, employees and subcontractors shall have no authority, expressed or implied, to act on behalf of City in any capacity as agents or otherwise to bind City to any obligation whatsoever;
7. The contractor agrees that all persons employed by contractor shall be treated equally by contractor without regard to or because of race, color, religion, ancestry, national origin, handicap, sex, marital status, or age and in compliance with all anti-discrimination laws of the United States of America, the State of California, and the City.

8. The contractor agrees to indemnify, hold harmless and defend the City, its City Council, and each member thereof, and every officer, employee, representative or agent of the City, from any liability, claims, demand, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to the agreement performed by the contractor or contractor's agents, employees, subcontractor, or other persons acting on contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which contractor or contractor's agents, employees, subcontractors, or other persons acting on contractor's behalf would be held strictly liable.

9. The contractor shall obtain and maintain throughout the term of the contract, insurance coverages, with the City as additional insured, as specified in Exhibit INS-A, included in sample contract, Exhibit D.

10. City may terminate contract at any time, with or without cause, by giving notice to contractor. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice.

11. In the event of any dispute with regard to the provisions of any contract entered into hereunder, the dispute may be submitted to arbitration upon mutual agreement of the parties, under such procedures as parties may agree upon, or, if the parties cannot agree, then under the applicable rules of the American Arbitration Association.

12. City agrees to pay contractor upon satisfactory completion of services provided and upon submission to City of any invoice for said services performed. City shall pay contractor within 30 days of receipt and acceptance of invoice

**CITY OF OXNARD
REQUEST FOR PROPOSAL
SECURITY SERVICES FOR WATER RESOURCES DIVISION FACILITIES**

SCOPE OF SERVICES

Vendor shall provide to City the following security services:

Security Patrols – Twice daily (once at 7:00 p.m. and once between the hours of 12:00 a.m. and 6 a.m.), Vendor shall perform security patrols of the following Water Resources Division facilities: Water Campus, 251 South Hayes Avenue; Blending Station No. 2, 1061 Richmond Avenue; Blending Station No. 3, 1700 Solar Drive; Blending Station No. 4, 3637 North Rose Avenue; Blending Station No. 5, 980 East Pleasant Valley Road; and Advanced Water Purification Facility, 4.65-acre parcel located east of Perkins Road and north of railroad line.

Vendor security patrols will include visual inspections of each facility and on-site vehicles, and physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Vendor shall notify designated City staff of any unauthorized activities and police in the event of an emergency.

Water Campus Gate Security – From 6:30 a.m. to 6:30 p.m., Monday through Friday, and on-call as determined by the Water Resources Manager, Vendor shall provide security service at the Water Campus main gate entrance to include: identify each visitor and issue visitor passes; notify appropriate City staff when visitors arrive at main gate entrance, direct visitors to the appropriate location, and receive incoming deliveries.

Afterhours Water Campus Security – From 6:30 p.m. to 6:30 a.m., daily, Vendor shall provide security service to the entire Water Campus, to include physical monitoring of the facility and monitoring of security cameras, vehicles, and equipment. Vendor shall notify designated City staff of any unauthorized activities and police in the event of an emergency.

Vendor Responsibilities:

1. Vendor shall maintain a daily post log noting exceptional events and observations and provide copies to City.
2. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
3. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site.
4. Each security officer and supervisor assigned to this project must be able to speak, read and write in English.
5. Vendor employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City's expense with or without notice.
6. City reserves the right to reject Vendor employees from this project with or without cause.

Regulations:

Vendor shall comply with the following private patrol operator regulations:

Badges/Insignia

The Water Resources Manager or designee may prescribe the size, shape, and inscription upon the badge or insignia to be worn by a patrol person. The design of the badge or insignia shall not be an imitation of, resemble, or may readily be mistaken as a badge or insignia of local, county, state, or federal law enforcement officers. The badge or insignia must comply with the provisions of the California Business and Professions Code.

Uniforms

(a) No patrol person shall wear or be required to wear any uniform that imitates, resembles, or may readily be mistaken for the uniform of local, county, state, or federal law enforcement officers. Uniforms must comply with the provisions of the California Business and Professions Code.

(b) No patrol person shall wear or be required to wear a uniform shirt that is similar to, or may be mistaken for the uniform shirt of local, county, state, or federal law enforcement agency. Shirt colors specifically prohibited are black, dark blue, navy blue, French blue, khaki (yellowish-brown), or a similar color or hue.

(c) When a patrol person wears any type of clothing or covering over an authorized uniform shirt, the outermost garment will be marked with a patch on at least one shoulder that reads "private security" and will include the name of the private patrol company by which the person is employed, or which the person represents. A badge or cloth patch will be affixed on the upper left breast of the uniform and shall have clearly visible the words "PRIVATE SECURITY".

Vehicles

(a) Private patrol operators shall be prohibited from using any vehicle that imitates, resembles, or may be readily mistaken for the vehicles used by any local, county, state, or federal official public law enforcement agency. No vehicle used by a private patrol service shall be equipped with a red light or siren.

(b) The Private Patrol Operator license number, prefaced with the letters "PPO", will be permanently affixed to the rear of each vehicle used for patrol services by a private patrol operator.

(c) Any vehicle used for private patrol use must be marked permanently with the words "Private Security" or "Security Patrol" on the rear and both sides of the vehicle.

(d) Any required vehicle lettering pursuant to this section shall:

1. Consist of a standard sans-serif font with characters no smaller than two inches in height.
2. The lettering must be in a high contrast color with the background color where affixed.

Reports of Violations of Laws:

No patrol person shall perform, or be required to perform, official police or investigation activities but shall make a report to the Police Department of any felonies, high-grade misdemeanors or violations of federal law which come to his or her attention. High grade misdemeanors include petty theft, violations of dangerous weapons control laws, traffic manslaughter, indecent exposure, child molesting, contributing to the delinquency of a minor, lewd conduct, and all other misdemeanor sex offenses. Such report may be made by telephone or in person visit to the watch commander or other person charged with the duty of receiving reports of law violations.

COMPENSATION SCHEDULES

Proposer Name:

The above-named Proposer having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents

ITEM NO.	CITY SECURITY GUARD SERVICES	Cost Per Hour
1	Security Patrol Services, per Patrol Unit (1 guard)	\$
2	Guard Services, per Patrol Unit (1 guard)	\$
3	Holiday Weekend Guard Services, per Patrol Unit (1 guard)	\$
4	Additional security guard personnel	\$

Contract billing rate is an all-inclusive rate. The billing rate shall include all costs necessary.

CRITERIA FOR SELECTION

All information in the proposal will be considered in the selection process. Price will be a factor in the selection of a vendor. Price will not be the only factor

Authorized Signature

Authorized Signature

Print Signature

Print Signature

Title

Title

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES

The proposer is required to state the proposer's financial ability and a general description of similar work performed.

Required Qualifications: Proposer must have satisfactorily completed at least three Southern California municipal projects in the last five years of comparable size to the scope of this project.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: _____.

List and describe fully the last three contracts performed by your firm which demonstrate your ability to complete the work included within the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

1.1 Reference No. 1

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done:

1.2 Reference No. 2

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done:

1.3 Reference No. 3

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done:

Submit with Proposal

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES
(Cont'd)

STATE OF CALIFORNIA, COUNTY OF _____

I am the _____
_____ of _____
_____, the proposer herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon information or belief, and as to those matters I believe them to be true.

Executed on _____ at _____, California.
(date) (place)

I declare, under penalty of perjury, that the foregoing is true and correct.

Signature of Proposer

Title

Signature of Proposer

Title

STATEMENT OF PROPOSER'S PAST CONTRACT DISQUALIFICATIONS

Pursuant to Section 10162 of the Public Contract Code the proposer shall state whether such proposer, any officer or employee of such proposer who has a proprietary interest in such proposer has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation; and if so, explain the circumstances.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?

Yes _____ No _____

2. If yes, explain the circumstances.

Executed on _____ at _____, California.

I declare, under penalty of perjury, that the foregoing is true and correct.

Signature(s) of Authorized Proposer

Signature(s) of Authorized Proposer

Title

Title

**ATTACHMENT 1 SAMPLE AGREEMENT
AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/12)
Contract No.**

This Agreement for Trade Services (“this Agreement”) is entered into in Ventura County, California, this [Day] day of [Month], 20[Year], by and between the City of Oxnard (“City”) and [Name of Vendor] (“Vendor”), subject to the following terms and conditions:

2. Vendor shall provide to City the following services:
[\[Click to enter list of services Vendor will provide\]](#).

3. Vendor shall provide such services according to the following schedule
[\[Click to type schedule information\]](#). Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

4. This Agreement shall begin on [Start Date], 20[Year], and shall end on [End Date] 20[Year]. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City’s behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

5. City shall pay Vendor \$[Amount] for the services, as follows:
[\[Click here to list details of services\]](#).

6. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.37 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2013, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under

this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

7. a. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

b. Vendor shall continuously maintain adequate protection of all Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

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

b. Vendor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-[].

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

9. In performing services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

12. This Agreement may be amended only by a written document signed by both City and Vendor.

13. Any notices to Vendor may be delivered personally or by mail addressed to: **[Enter Vendor contact information here]**. Any notices to City may be delivered personally or by mail addressed to: **[Enter City contact information here]**.

14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

15. Maintenance and Inspection of Records

Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor 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.

CITY OF OXNARD

VENDOR

Karen R. Burnham, Interim City Manager

Signatory
Company Name

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Alan Holmberg, City Attorney

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Anthony Emmert, Water Resources Manager

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT A

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2012**

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$14.37 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2013, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 1 and 2 of the Agreement for Trade Services.