

1 AGREEMENT

2 36510

3 THIS AGREEMENT is made and entered, in duplicate, as of December 12,
4 2022, for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting on November 15, 2022, by and between ORACLE
6 INVESTIGATIONS GROUP, LLC, a California limited liability company ("Contractor"), with
7 a place of business at 13089 Peyton Dr., Suite C, California 91709, and the CITY OF LONG
8 BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to
10 provide as-need pre-employment background investigation services to support the hiring
11 process for City of Long Beach employees ("Project"); and

12 WHEREAS, City has selected Contractor in accordance with City's
13 administrative procedures using Request for Proposal No. PD22-072 ("RFP"), incorporated
14 by this reference as if fully set forth herein, and City has determined that Contractor and its
15 employees are qualified, licensed, if so required, and experienced in performing these
16 specialized services; and

17 WHEREAS, City desires to have Contractor perform these specialized
18 services, and Contractor is willing and able to do so on the terms and conditions in this
19 Agreement;

20 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
21 conditions in this Agreement, the parties agree as follows:

22 1. SCOPE OF WORK OR SERVICES.

23 A. Contractor shall furnish specialized services more particularly
24 described in Exhibit "A", attached to this Agreement and incorporated by this
25 reference, in accordance with the standards of the profession, and City shall pay for
26 these services in the manner described below, in an annual amount not to exceed
27 Two Hundred Thousand Dollars (\$200,000), at the rates or charges shown in Exhibit
28 "B".

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 B. City shall pay Contractor in due course of payments following
2 receipt from Contractor and approval by City of invoices showing the services or
3 task performed, the time expended (if billing is hourly), and the name of the Project.
4 Contractor shall certify on the invoices that Contractor has performed the services
5 in full conformance with this Agreement and is entitled to receive payment. Each
6 invoice shall be accompanied by a progress report indicating the progress to date
7 of services performed and covered by the invoice, including a brief statement of any
8 Project problems and potential causes of delay in performance, and listing those
9 services that are projected for performance by Contractor during the next invoice
10 cycle. Where billing is done and payment is made on an hourly basis, the parties
11 acknowledge that this arrangement is either customary practice for Contractor's
12 profession, industry or business, or is necessary to satisfy audit and legal
13 requirements which may arise due to the fact that City is a municipality.

14 C. Contractor represents that Contractor has obtained all
15 necessary information on conditions and circumstances that may affect its
16 performance and has conducted site visits, if necessary.

17 D. By executing this Agreement, Contractor warrants that
18 Contractor (a) has thoroughly investigated and considered the scope of services to
19 be performed, (b) has carefully considered how the services should be performed,
20 and (c) fully understands the facilities, difficulties and restrictions attending
21 performance of the services under this Agreement. If the services involve work upon
22 any site, Contractor warrants that Contractor has or will investigate the site and is
23 or will be fully acquainted with the conditions there existing, prior to commencement
24 of services set forth in this Agreement. Should Contractor discover any latent or
25 unknown conditions that will materially affect the performance of the services set
26 forth in this Agreement, Contractor must immediately inform the City of that fact and
27 may not proceed except at Contractor's risk until written instructions are received
28 from the City.

1 E. Contractor must adopt reasonable methods during the life of
2 the Agreement to furnish continuous protection to the work, and the equipment,
3 materials, papers, documents, plans, studies and other components to prevent
4 losses or damages, and will be responsible for all damages, to persons or property,
5 until acceptance of the work by the City, except those losses or damages as may
6 be caused by the City's own negligence.

7 F. CAUTION: Contractor shall not begin work until this
8 Agreement has been signed by both parties and until Contractor's evidence of
9 insurance has been delivered to and approved by City.

10 2. TERM. The term of this Agreement shall commence at midnight on
11 December 1, 2022, and shall terminate at 11:59 p.m. on November 30, 2024, unless
12 sooner terminated as provided in this Agreement, or unless the services or the Project is
13 completed sooner. The City shall have the option to extend the term for three (3) additional
14 one-year periods, at the discretion of the City Manager.

15 3. COORDINATION AND ORGANIZATION.

16 A. Contractor shall coordinate its performance with City's
17 representative, if any, named in Exhibit "C", attached to this Agreement and
18 incorporated by this reference. Contractor shall advise and inform City's
19 representative of the work in progress on the Project in sufficient detail so as to
20 assist City's representative in making presentations and in holding meetings on the
21 Project. City shall furnish to Contractor information or materials, if any, described in
22 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall
23 perform any other tasks described in the Exhibit.

24 B. The parties acknowledge that a substantial inducement to City
25 for entering this Agreement was and is the reputation and skill of Contractor's key
26 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
27 reference. City shall have the right to approve any person proposed by Contractor
28 to replace that key employee.

1 4. INDEPENDENT CONTRACTOR. In performing its services,
2 Contractor is and shall act as an independent contractor and not an employee,
3 representative or agent of City. Contractor shall have control of Contractor's work and the
4 manner in which it is performed. Contractor shall be free to contract for similar services to
5 be performed for others during this Agreement; provided, however, that Contractor acts in
6 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
7 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
8 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
9 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
10 the usual and customary rights, benefits or privileges of City employees. Contractor
11 expressly warrants that neither Contractor nor any of Contractor's employees or agents
12 shall represent themselves to be employees or agents of City.

13 5. INSURANCE.

14 A. As a condition precedent to the effectiveness of this
15 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
16 duration of this Agreement, from insurance companies that are admitted to write
17 insurance in California and have ratings of or equivalent to A:V by A.M. Best
18 Company or from authorized non-admitted insurance companies subject to Section
19 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
20 by A.M. Best Company, the following insurance:

21 (a) Commercial general liability insurance equivalent in coverage
22 scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its
23 officials, employees, and agents as additional insureds on a form equivalent
24 in coverage scope to ISO CG 20 26 11 85 from and against claims,
25 demands, causes of action, expenses, costs, or liability for injury to or death
26 of persons, or damage to or loss of property arising out activities performed
27 by or on behalf of the Contractor in an amount not less than One Million
28 Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US

1 \$2,000,000) in general aggregate. Such coverage shall not exclude claims
2 alleging abuse or molestation.

3 (b) Workers' compensation coverage as required by the Labor Code
4 of the State of California and Employer's liability insurance with minimum
5 limits of One Million Dollars (US \$1,000,000) per accident or occupational
6 illness. The policy shall be endorsed with a waiver of the insurer's right of
7 subrogation against the City of Long Beach, and its officials, employees,
8 and agents.

9 (c) If vehicles are used in performing the services provided but do
10 not include transporting people experiencing homelessness, commercial
11 automobile liability insurance equivalent in coverage scope to ISO CA 00
12 01 06 92 in an amount not less than One Million Dollars (US \$1,000,000)
13 combined single limit (CSL) covering Symbol 1 ("any auto"). IF people
14 experiencing homelessness are transported, limits increase to Five Million
15 Dollars (US \$5,000,000) CSL.

16 B. (d) Professional liability or errors and omissions liability
17 insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and
18 in aggregate covering the services provided (including, but not limited to,
19 Psychologists, Social Workers, Practical Nurses, Registered Nurses (RN),
20 Physicians (MDs), Nurse Practitioner (NPs), and Physician Assistants (PAs))
21 pursuant to this Agreement. Any self-insurance program, self-insured retention, or
22 deductible must be separately approved in writing by City's Risk Manager or
23 designee and shall protect City, its officials, employees and agents in the same
24 manner and to the same extent as they would have been protected had the policy
25 or policies not contained retention or deductible provisions.

26 C. Each insurance policy shall be endorsed to state that coverage
27 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
28 written notice to City, shall be primary and not contributing to any other insurance

1 or self-insurance maintained by City, and shall be endorsed to state that coverage
2 maintained by City shall be excess to and shall not contribute to insurance or self-
3 insurance maintained by Contractor. Contractor shall notify City in writing within five
4 (5) days after any insurance has been voided by the insurer or cancelled by the
5 insured.

6 D. If this coverage is written on a "claims made" basis, it must
7 provide for an extended reporting period of not less than one hundred eighty (180)
8 days, commencing on the date this Agreement expires or is terminated, unless
9 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
10 continuing coverage for a period of not less than three (3) years, commencing on
11 the date this Agreement expires or is terminated.

12 E. Contractor shall require that all sub-contractors or contractors
13 that Contractor uses in the performance of these services maintain insurance in
14 compliance with this Section unless otherwise agreed in writing by City's Risk
15 Manager or designee.

16 F. Prior to the start of performance, Contractor shall deliver to City
17 certificates of insurance and the endorsements for approval as to sufficiency and
18 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
19 insurance, furnish to City certificates of insurance and endorsements evidencing
20 renewal of the insurance. City reserves the right to require complete certified copies
21 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any
22 time. Contractor shall make available to City's Risk Manager or designee all books,
23 records and other information relating to this insurance, during normal business
24 hours.

25 G. Any modification or waiver of these insurance requirements
26 shall only be made with the approval of City's Risk Manager or designee. Not more
27 frequently than once a year, City's Risk Manager or designee may require that
28 Contractor, Contractor's sub-Contractors and contractors change the amount,

1 scope or types of coverages required in this Section if, in his or her sole opinion, the
2 amount, scope or types of coverages are not adequate.

3 H. The procuring or existence of insurance shall not be construed
4 or deemed as a limitation on liability relating to Contractor's performance or as full
5 performance of or compliance with the indemnification provisions of this Agreement.

6 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
7 contemplates the personal services of Contractor and Contractor's employees, and the
8 parties acknowledge that a substantial inducement to City for entering this Agreement was
9 and is the professional reputation and competence of Contractor and Contractor's
10 employees. Contractor shall not assign its rights or delegate its duties under this
11 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
12 of City, except that Contractor may with the prior approval of the City Manager of City,
13 assign any moneys due or to become due Contractor under this Agreement. Any
14 attempted assignment or delegation shall be void, and any assignee or delegate shall
15 acquire no right or interest by reason of an attempted assignment or delegation.
16 Furthermore, Contractor shall not subcontract any portion of its performance without the
17 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
18 or contractor without approval prior to the substitution. Nothing stated in this Section shall
19 prevent Contractor from employing as many employees as Contractor deems necessary
20 for performance of this Agreement.

21 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
22 certifies that, at the time Contractor executes this Agreement and for its duration,
23 Contractor does not and will not perform services for any other client which would create a
24 conflict, whether monetary or otherwise, as between the interests of City and the interests
25 of that other client. And, Contractor shall obtain similar certifications from Contractor's
26 employees, sub-Contractors and contractors.

27 8. MATERIALS. Contractor shall furnish all labor and supervision,
28 supplies, materials, tools, machinery, equipment, appliances, transportation and services

1 necessary to or used in the performance of Contractor's obligations under this Agreement,
2 except as stated in Exhibit "D".

3 9. OWNERSHIP OF DATA. All materials, information and data
4 prepared, developed or assembled by Contractor or furnished to Contractor in connection
5 with this Agreement, including but not limited to documents, estimates, calculations,
6 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
7 models, reports, summaries, drawings, designs, notes, plans, information, material and
8 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
9 in a format identified by City, and City shall have the unrestricted right to use and disclose
10 the Data in any manner and for any purpose without payment of further compensation to
11 Contractor. Copies of Data may be retained by Contractor but Contractor warrants that
12 Data shall not be made available to any person or entity for use without the prior approval
13 of City. This warranty shall survive termination of this Agreement for five (5) years.

14 10. TERMINATION. Either party shall have the right to terminate this
15 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
16 prior notice to the other party. In the event of termination under this Section, City shall pay
17 Contractor for services satisfactorily performed and costs incurred up to the effective date
18 of termination for which Contractor has not been previously paid. The procedures for
19 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
20 termination, Contractor shall deliver to City all Data developed or accumulated in the
21 performance of this Agreement, whether in draft or final form, or in process. And,
22 Contractor acknowledges and agrees that City's obligation to make final payment is
23 conditioned on Contractor's delivery of the Data to City.

24 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
25 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
26 performing its services, during the term of this Agreement and for five (5) years following
27 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
28 all information, whether written, oral or visual, obtained by any means whatsoever in the

1 course of performing its services for the same period of time. Contractor shall not disclose
2 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
3 of others except for the purpose of this Agreement.

4 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
5 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
6 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
7 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
8 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
9 to subpoena or court order.

10 13. ADDITIONAL SERVICES. The City has the right at any time during
11 the performance of the services, without invalidating this Agreement, to order extra work
12 beyond that specified in the RFP or make changes by altering, adding to or deducting from
13 the work. No extra work may be undertaken unless a written order is first given by the City,
14 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
15 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
16 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
17 City Representative. Any greater increases, taken either separately or cumulatively, must
18 be approved by the City Council. It is expressly understood by Contractor that the
19 provisions of this paragraph do not apply to services specifically set forth in the RFP or
20 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
21 the services to be provided pursuant to the RFP may be more costly or time consuming
22 than Contractor anticipates and that Contractor will not be entitled to additional
23 compensation for the services set forth in the RFP.

24 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
25 from any amount payable to Contractor (whether or not arising out of this Agreement) any
26 amounts the payment of which may be in dispute or that are necessary to compensate the
27 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
28 which the City may be liable to third parties, by reason of Contractor's acts or omissions in

1 performing or failing to perform Contractor's obligations under this Agreement. In the event
2 that any claim is made by a third party, the amount or validity of which is disputed by
3 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
4 City may withhold from any payment due, without liability for interest because of the
5 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
6 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
7 indemnify and protect the City as elsewhere provided in this Agreement.

8 15. AMENDMENT. This Agreement, including all Exhibits, shall not be
9 amended, nor any provision or breach waived, except in writing signed by the parties which
10 expressly refers to this Agreement.

11 16. LAW. This Agreement shall be construed in accordance with the laws
12 of the State of California, and the venue for any legal actions brought by any party with
13 respect to this Agreement shall be the County of Los Angeles, State of California for state
14 actions and the Central District of California for any federal actions. Contractor shall cause
15 all work performed in connection with construction of the Project to be performed in
16 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
17 county or municipal governments or agencies (including, without limitation, all applicable
18 federal and state labor standards, including the prevailing wage provisions of sections 1770
19 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
20 marshal, health officer, building inspector, or other officer of every governmental agency
21 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
22 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in
23 conflict with any applicable laws, but the remainder of the Agreement will remain in full
24 force and effect.

25 17. PREVAILING WAGES.

26 A. Consultant agrees that all public work (as defined in California
27 Labor Code section 1720) performed pursuant to this Agreement (the "Public
28 Work"), if any, shall comply with the requirements of California Labor Code sections

1770 *et seq.* City makes no representation or statement that the Project, or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

B. In all bid specifications, contracts and subcontracts for any such Public Work, Consultant shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

18. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

19. INDEMNITY.

A. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this Agreement, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,

1 omissions or misrepresentations committed by Consultant, its officers, employees,
2 agents, subcontractors, or anyone under Consultant's control, in the performance
3 of work or services under this Agreement (collectively "Claims" or individually
4 "Claim").

5 B. In addition to Consultant's duty to indemnify, Consultant shall
6 have a separate and wholly independent duty to defend Indemnified Parties at
7 Consultant's expense by legal counsel approved by City, from and against all
8 Claims, and shall continue this defense until the Claims are resolved, whether by
9 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
10 breach, or the like on the part of Consultant shall be required for the duty to defend
11 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
12 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
13 in the defense.

14 C. If a court of competent jurisdiction determines that a Claim was
15 caused by the sole negligence or willful misconduct of Indemnified Parties,
16 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
17 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
18 percentage of willful misconduct attributed by the court to the Indemnified Parties.

19 D. The provisions of this Section shall survive the expiration or
20 termination of this Agreement.

21 20. FORCE MAJEURE. If any party fails to perform its obligations
22 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
23 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
24 governmental regulations, governmental controls, judicial orders, enemy or hostile
25 governmental action, civil commotion, fire or other casualty, or other causes beyond the
26 reasonable control of the party obligated to perform, then that party's performance will be
27 excused for a period equal to the period of such cause for failure to perform.

28 21. AMBIGUITY. In the event of any conflict or ambiguity between this

1 Agreement and any Exhibit, the provisions of this Agreement shall govern.

2 22. NONDISCRIMINATION.

3 A. In connection with performance of this Agreement and subject
4 to applicable rules and regulations, Contractor shall not discriminate against any
5 employee or applicant for employment because of race, religion, national origin,
6 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
7 disability. Contractor shall ensure that applicants are employed, and that employees
8 are treated during their employment, without regard to these bases. These actions
9 shall include, but not be limited to, the following: employment, upgrading, demotion
10 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
11 or other forms of compensation; and selection for training, including apprenticeship.

12 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
13 accordance with the provisions of the Ordinance, this Agreement is subject to the
14 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
15 Long Beach Municipal Code, as amended from time to time.

16 A. During the performance of this Agreement, the Consultant
17 certifies and represents that the Consultant will comply with the EBO. The
18 Consultant agrees to post the following statement in conspicuous places at its place
19 of business available to employees and applicants for employment:

20 "During the performance of a contract with the City of Long Beach, the
21 Consultant will provide equal benefits to employees with spouses and its
22 employees with domestic partners. Additional information about the City of
23 Long Beach's Equal Benefits Ordinance may be obtained from the City of
24 Long Beach Business Services Division at 562-570-6200."

25 B. The failure of the Consultant to comply with the EBO will be
26 deemed to be a material breach of the Agreement by the City.

27 C. If the Consultant fails to comply with the EBO, the City may
28 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or

1 to become due under the Agreement may be retained by the City. The City may
2 also pursue any and all other remedies at law or in equity for any breach.

3 D. Failure to comply with the EBO may be used as evidence
4 against the Consultant in actions taken pursuant to the provisions of Long Beach
5 Municipal Code 2.93 et seq., Contractor Responsibility.

6 E. If the City determines that the Consultant has set up or used its
7 contracting entity for the purpose of evading the intent of the EBO, the City may
8 terminate the Agreement on behalf of the City. Violation of this provision may be
9 used as evidence against the Consultant in actions taken pursuant to the provisions
10 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

11 24. NOTICES. Any notice or approval required by this Agreement shall
12 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
13 postage prepaid, addressed to Contractor at the address first stated above, and to City at
14 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
15 to the City Clerk at the same address. Notice of change of address shall be given in the
16 same manner as stated for other notices. Notice shall be deemed given on the date
17 deposited in the mail or on the date personal delivery is made, whichever occurs first.

18 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
19 that Contractor has not employed or retained any entity or person to solicit or obtain this
20 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
21 commission or other monies based on or from the award of this Agreement. If Contractor
22 breaches this warranty, City shall have the right to terminate this Agreement immediately
23 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
24 due under this Agreement or otherwise recover the full amount of the fee, commission or
25 other monies.

26 26. WAIVER. The acceptance of any services or the payment of any
27 money by City shall not operate as a waiver of any provision of this Agreement or of any
28 right to damages or indemnity stated in this Agreement. The waiver of any breach of this

1 Agreement shall not constitute a waiver of any other or subsequent breach of this
2 Agreement.

3 27. CONTINUATION. Termination or expiration of this Agreement shall
4 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
5 18, 21 and 28 prior to termination or expiration of this Agreement.

6 28. TAX REPORTING. As required by federal and state law, City is
7 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
8 Contractor shall be solely responsible for payment of all federal and state taxes resulting
9 from payments under this Agreement. Contractor shall submit Contractor's Employer
10 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
11 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
12 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
13 Contractor provides one of these numbers.

14 29. ADVERTISING. Contractor shall not use the name of City, its officials
15 or employees in any advertising or solicitation for business or as a reference, without the
16 prior approval of the City Manager or designee.

17 30. AUDIT. City shall have the right at all reasonable times during the
18 term of this Agreement and for a period of five (5) years after termination or expiration of
19 this Agreement to examine, audit, inspect, review, extract information from and copy all
20 books, records, accounts and other documents of Contractor relating to this Agreement.

21 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
22 designed to or entered for the purpose of creating any benefit or right for any person or
23 entity of any kind that is not a party to this Agreement.

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1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 ORACLE INVESTIGATIONS GROUP,
4 LLC, a California limited liability company

5 FEBRUARY 1, 2023

By [Signature]
Name BRAN HEIDER
Title VICE PRESIDENT OF INVESTIGATIONS

7 February 1, 2023

By [Signature]
Name Heather Heider
Title Manager - Investigations

9 "Contractor"

10 EXECUTED PURSUANT
11 TO SECTION 301 OF
THE CITY CHARTER.

CITY OF LONG BEACH, a municipal
corporation

12 February 17, 2023

By [Signature]
City Manager

14 "City"

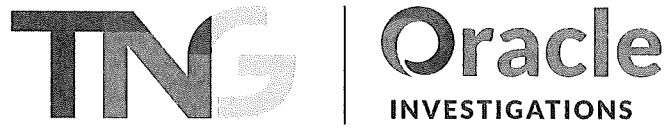
15 This Agreement is approved as to form on FEBRUARY 14, 2023

17 DAWN MCINTOSH, City Attorney

18 By [Signature]
Deputy

EXHIBIT “A”

Scope of Work or Services



June 16, 2022

City of Long Beach
411 W. Ocean Blvd.
Long Beach, CA 90802
Re: Background Investigation Services Request for Proposals (RFP # PD22-072)

To Whom it May Concern,

As the President of Oracle Investigations Group LLC, I respectfully submit this memorandum and accompanying Request for Proposal to the City of Long Beach outlining Oracle Investigations Group's investigative service capabilities as they relate to POST Pre-Employment Background Investigations. We have been conducting public safety background investigations for the City of Long Beach (including the Long Beach Police Department and Port of Long Beach) since 2014 and would greatly appreciate the opportunity to continue serving the city.

Oracle Investigations Group is proud to provide a wide variety of investigative services to our clients across the State of California and United States. We have provided investigative services for other large municipal agencies such as the Orange County Fire Authority, San Bernardino County, the City of Los Angeles and the Los Angeles Metropolitan Transportation Authority (LA Metro). We have also been contracted by state agencies, including the State of California Department of Justice and the State of Montana, to conduct large-scale investigations of a sensitive yet significant nature.

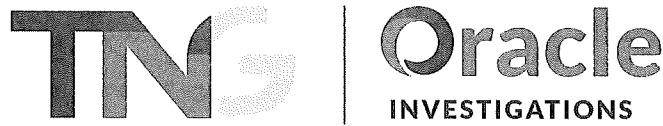
All of our investigators are employed either full or part-time with our firm and are POST Certified Background Investigators. We have a highly qualified team of background, workplace and civil rights investigators that have conducted investigations at hundreds of public and private entities, schools and universities. We have strong working relationships with many law firms, insurance agencies and third-party administrators providing services to public agencies. We are in the final stages of becoming the only private investigation firm in California to contract with Miller Mendel to utilize the eSOPH background investigation platform. Additionally, we are proud to be one of only a select few investigative firms partnered with the Association of Title IX Administrators (ATIXA) to provide Title IX and Civil Rights Investigations to hundreds of public and private entities nationwide.

For further details regarding our proposal and qualifications, please refer to our submission enclosed herein. We appreciate your consideration and look forward to meeting with you and your selection committee to further discuss our qualifications and the services we offer.

Respectfully,

A handwritten signature in black ink, appearing to read "B. Heider".

Brian Heider, President
Oracle Investigations Group, LLC
(951) 323-0930 – Cell
brian.heider@tngconsulting.com



Company Overview

Oracle Investigations Group is a full-service professional investigation agency formed in 2010 that has been in continual operation for the past ten years. Oracle Investigations Group is committed to providing superior investigative services while serving our clients with integrity, honor and conviction. Our firm currently has in excess of thirty (30) full and part-time employees.

Our services include: public safety and public employee pre-employment background investigations; administrative investigations; police and fire internal affairs investigations (POBR & FOBR); civil rights investigations; sexual harassment and abuse investigations; Title IX investigations; fraud and embezzlement investigations; public corruption investigations; asset searches; crime scene investigations; forensic evidence recovery (digital, DNA, fingerprint & firearm); mobile and stationary surveillance and workers' compensation investigations. Oracle Investigations Group's investigations have resulted administrative, civil and criminal outcomes and media attention. Criminal investigations have resulted in grand jury indictments, arrests and convictions.

Organizational Overview

Oracle Investigations Group is operated by the firm's President, Brian Heider. Brian became a licensed private investigator in 2010 and is the Qualified Manager of Oracle Investigations Group. Brian is an honorably retired Police Detective from the City of Orange Police Department in Orange County, CA. Brian started his career in law enforcement in 2000 and quickly promoted through the ranks of the department. Brian's career included time as a patrol officer, crime scene investigator and detective. Assignments Brian worked for the Orange Police Department include: Fraud & Embezzlement Investigator, Mobile & Stationary Surveillance, Sexual Assault and Child Abuse Investigator; School Resource Officer; Homicide Investigator; Gang Investigator; Crime Scene Investigator and Narcotics Investigator. Brian is also a court-certified expert in multiple disciplines and was the recipient of a prestigious California Narcotics Officers' Association (CNOA) "*Officer of the Year*" award based on peer nominations. Brian's career in law enforcement ended prematurely due to a work-related back injury resulting in multiple surgeries. To date, Brian has conducted and/or managed over 300 internal administrative investigations involving public agencies and public, charter, private and collegiate education institutions as well as over 1,000 public safety background investigations.

Office Location

Oracle Investigations Group's corporate office is located in Chino Hills, CA adjacent to and visible from the 71 Freeway. Our office is easily accessible from the 71, 91, 60, 15 and 241 Freeways and is on the Orange County border just inside San Bernardino County limits. The office is staffed Monday-Friday from 8:00 a.m. to 5:00 p.m. with a full-time compliment of office employees.

Firm Growth & Acquisition

After nine years of successful operation in the investigation industry, Oracle Investigations Group entered growth and acquisition mode and acquired Steven Beckman Investigations (SBI) of Riverside, CA in order to enhance and expand our service offerings to our clients. As background, SBI was initially founded in 1980 by Paul Chance as a private investigation firm primarily conducting workers' compensation investigations in Southern California. In 2006, Paul Chance retired and Steven Beckman, a retired Chino Police Department Lieutenant, became president and owner. In February 2007, the company was incorporated as Steven Beckman Investigations, Inc. (SBI). In 2019, and after thirteen years of successful operation of SBI, Steven Beckman decided to retire.

On March 11, 2019, Oracle Investigations Group acquired SBI. As a result of the acquisition of SBI by Oracle Investigations Group, SBI's clients, serviceable contracts (including this current contract with the City of Long Beach) and employees were absorbed and retained by Oracle Investigations Group. During the year following this acquisition, Oracle Investigations Group nearly doubled in revenue, capabilities and client contracts yet did so with a managed growth mindset.

On August 4, 2020, Oracle Investigations Group was acquired by TNG Consulting (TNG) and is operating as a wholly owned limited liability company (LLC) subsidiary of TNG. TNG is a national multidisciplinary risk management consulting firm. TNG serves more than 5,000 college, university, and school organizations and is one of the largest risk management consulting practices in the country, focusing on risk management solutions, behavioral intervention, Title IX compliance, safety and threat assessment, investigations, neutral services (including expert witness testimony) and the development of comprehensive solutions. TNG's partners have more than 125 years of combined experience and have unparalleled reach and impact on the field. They are supported by a qualified cadre of attorneys and consultants who are at the forefront of the field in their areas of expertise. TNG also provides its services for employers and corporate clients, leveraging its proprietary systems-level solutions for risk prevention in the workplace. The TNG group of entities includes two industry-leading professional associations that are managed by TNG: The Association of Title IX Administrators (ATIXA) and the National Association for Behavioral Intervention and Threat Assessment (NABITA). ****See Included Press Release***

Legal & Insurance

In order to maintain legal compliance and operational efficiency for our organization and clients, Oracle Investigations Group regularly consults with our legal team as to updates within the investigation industry to ensure our investigations are legally compliant based on recent case law decisions and law changes. Oracle Investigations Group also maintains Professional Liability & Errors and Omissions Insurance, Commercial General Liability Insurance, Business Property Insurance, Automobile Liability Insurance, Workers' Compensation Insurance and Cyber Liability Insurance. Our policy information is included herein.

**Highlights of our insurance policies include:**

- Professional Liability & Errors and Omissions Insurance Limits of \$2,000,000 Per Occurrence
- Commercial General Liability Insurance Limits of \$2,000,000 Per Occurrence
- Automobile Liability Insurance Limits of \$1,000,000 Per Occurrence
- Workers' Compensation Insurance Limits of \$1,000,000 Per Accident or Disease
- Cyber Liability Insurance Limits of \$1,000,000 Per Occurrence

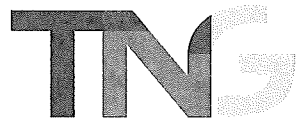
Licenses & Certifications

Oracle Investigations Group is licensed by the Bureau of Security and Investigative Services (BSIS) as a private investigation agency under CA License Number 26661. Brian Heider is the Qualified Manager of Oracle Investigations Group and is also the President of the corporation. Brian Heider is also a Licensed California Real Estate Broker. Oracle Investigations Group's investigators assigned to conduct pre-employment POST Backgrounds for municipal agencies are POST Certified Background Investigators and have attended POST sponsored and approved background investigation courses. Investigators assigned to conduct internal affairs investigations for law enforcement and fire public agencies are POST Certified Internal Affairs Investigators and are Certified Civil Rights Investigators by the Association of Title IX Administrators (ATIXA). Additionally, Oracle Investigations Group also possesses the Fair Credit Reporting Act (FCRA) Basic Certificate issued by the Professional Background Screening Association (PBSA), which was issued to the firm's Qualified Manager and President, Brian Heider. This certification separates Oracle Investigations Group from the competition and shows our commitment to our clients as it relates to the Fair Credit Reporting Act (FCRA) and accurately completing investigations for our clients.

Memberships & Associations

Oracle Investigations Group is an active member of the following professional organizations:

- California Background Investigators Association (CBIA)
- California Association of Licensed Investigators (CALI)
- Society for Human Resource Management (SHRM)
- Association of Workplace Investigators (AWI)
- Professional Background Screening Association (PBSA)
- Association of Threat Assessment Professionals (ATAP)
- California Homicide Investigators Association (CHIA)




In addition to these professional organizational memberships, Oracle Investigations Group maintains active memberships within the workers' compensation industry as well. These memberships are critical in staying up to date with laws and issues affecting the pre-employment background and workplace investigation sectors as it relates to injured workers. Oracle Investigations Group maintains the following workers' compensation association memberships and training updates:

- California Coalition on Workers' Compensation
- Workers' Compensation Forum
- Workers' Compensation Fraud Consortium
- CA Division of Workers' Compensation Annual Educational Conference

Miller Mendel's eSOPH Background Software


Oracle Investigations Group has a strong working knowledge of eSOPH (a leading professional background investigation software) and has a strong professional working relationship with Miller Mendel, the parent company of eSOPH. Several of our current clients utilize eSOPH and our agency conducts backgrounds for these public entities within the eSOPH platform. Oracle Investigations Group is in the final stages of entering into a contract with Miller Mendel to become the only private investigation agency in California to have a direct agreement with Miller Mendel to utilize the eSOPH platform. Laura Franks, one of Oracle Investigations Group's investigators, was one of the first pioneers in law enforcement to have worked with and tested the eSOPH system. Laura is a standout on our team of background investigators and is also prominently displayed as a testimonial on Miller Mendel's website:

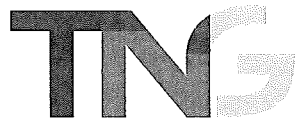


HOMEeSOPHNEWSABOUTCAREERSCONTACT

" The eSOPH software program has allowed us to remain competitive in hiring quality applicants for our department at a time when many agencies are hiring and vying from the same applicant pool. The efficiency and thoroughness in which this program allows our background investigators to complete backgrounds is outstanding. We are able to receive responses from references, employers, law enforcement agencies and any other required sources sometimes within minutes of sending out the inquiry. The program also allows the background investigator to have the necessary information about the applicant at their fingertips at any time 24/7. This means we carry around a tablet with the essential information, not a three-ring binder with paper documents. We have been able to save time once used for mailing documents, save money once spent on postage, and above all, save valuable man hours on the background process itself. All these savings have all been made possible because of eSOPH. "

Corporal Laura Franks
Santa Ana California Police Department, Background Investigations Unit





Case Management & Tracking Software

Oracle Investigations Group utilizes Trackops as our case management and tracking software provider. Trackops is an industry leader in investigative case management tracking software and utilizes multiple layers of security and redundancy to protect corporate and client data. All of our clients receive a secure access portal in which they can locate and track the status of open investigations. Trackops utilizes a number of security mechanisms to ensure that customer data is safe from unauthorized access:

- User accounts are protected by a username and strong password (with rules enforced).
- Minimum password length is configurable to control password entropy.
- Customers can configure mandatory password rotation intervals, ensuring that employees and clients change their passwords over time.
- Brute force attacks are mitigated through the use of challenge questions, and automated account locking after multiple invalid login attempts.
- Trackops also offers Multi-Factor Authentication (MFA), which provides enhanced security by requiring a personal authentication device (e.g. smartphone) in addition to your standard username and password to access the system. This additional security measure ensures that unauthorized users cannot login to your account without access to your hardware device, even if they have obtained your username and password.
- Once authenticated, user access is scoped through the use of User Roles (i.e. User Access Lists), ensuring that users only have access to the data they require. System administrators have the ability to configure permissions or remove a user's access instantaneously.
- Trackops utilizes Amazon RDS for all primary and redundant database storage. All databases operate in multiple availability zones for maximum uptime and complete redundancy. Data is fully encrypted at rest with industry standard AES-256 bit encryption. Encryption keys are managed via the Amazon Key Management Service (KMS) and are rotated annually. Database backups can recover data up to the minute, and fully encrypted database snapshots are taken on a daily basis.
- All files stored on the Trackops network are backed up to the minute using the Amazon S3 cloud storage service. Customer data is redundantly stored multiple times in multiple physical locations to ensure the highest level of data integrity. In the unlikely event of a complete hardware failure or uncontrollable natural disaster, our clients can rest assured knowing that their data is safe. Customer files and backups are securely encrypted at rest using high-grade AES-256-bit encryption.

Social Media Expertise

Oracle Investigations Group is committed to staying up to date as to the latest social and digital media trends. Social media is a valuable investigative tool when utilized lawfully and appropriately in conducting pre-employment background investigations. To this end, our firm has contracted with social media expert Cynthia Hetherington of The Hetherington Group to provide our investigators with a complex array of purchased recorded webinars to enhance their social media expertise.

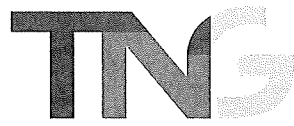


These webinars include:

- Search Resources: Google Beginner to Pro (60 Minutes)
- Dark Web Primer (60 Minutes)
- Due Diligence & Public Records (90 Minutes)
- Search Resources: Social Media Searching (60 Minutes)
- Domestic Background Checks (90 Minutes)
- International Background Checks (60 Minutes)
- Search Resources: Unique Search Tools (90 Minutes)
- OSINT 6: Open Source Intelligence Start to Finish (360 Minutes)
- Social Media Investigations & Monitoring (60 Minutes)
- Search Resources: Dark Web Undercover (60 Minutes)
- Ethics Online (90 Minutes)

In addition to the recorded social media webinar series outlined that our investigators have access to and are trained on, Oracle Investigations Group has utilized the services of a social media expert to train our staff and work on pre-employment background social media inquiries.

Erich Schmidt has worked as a Deputy Probation Officer assigned to the Computer and Technology Crime High-Tech Response Team (CATCH Task Force) of the San Diego District Attorney's Office and as a consultant for a large digital forensics company. Erich is a High-Tech Investigator specializing in digital evidence forensic examinations, open-source intelligence, and sophisticated identity theft crimes. He holds many technical certifications and has completed over one thousand (1,000) training hours. Erich currently teaches several classes related to online social media investigations.



Pre-Employment Background Investigations

Oracle Investigations Group's principals and employees have completed and managed in excess of 3,000 professional, executive and POST-level background investigations. Our firm has conducted background investigations within both the public and private sector, which include the following areas of investigation:

- Criminal Records (Restraining Orders & Arrest Warrants)
- Civil Records (Judgments, Liens, Evictions, Bankruptcy, and Family Law)
- Sex Registrant History
- Drivers' License History & Vehicle Registrations
- Identification and Verification of Social Security Numbers & Date of Birth
- Current and Prior Addresses
- Real Property Records
- Education Verification
- Reference Interviews
- Employment Verifications
- Social Media Investigations

Oracle Investigations Group currently provides pre-employment background services to the education, fire, law enforcement, port authority and social service communities. Current and past clients include:

- City of Calexico
- City of Carlsbad
- Chino Police Department
- Chino Valley Independent Fire District
- Huntington Beach Police Department
- Huntington Beach Fire Department
- Long Beach Police Department
- Long Beach Fire Department
- Long Beach Port Authority
- Los Angeles Metropolitan Transportation Authority (LA Metro)
- Los Angeles Police Department
- Los Angeles Fire Department
- Los Angeles Airport Police
- Los Angeles Port Police
- Los Angeles Department of Water & Power
- Los Angeles Department of Street Services
- Los Angeles Department of Recreation & Parks (Park Rangers)
- Riverside County Sheriff's Department



- Riverside County Department of Public Social Services
- Orange County Fire Authority
- Rancho Cucamonga Fire District
- Menifee Police Department
- City of Norco
- Placentia Police Department
- San Bernardino Police Department
- City of San Marino
- Santa Ana Police Department

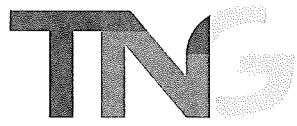
Our background investigators have significant training and almost all are experienced, honorably retired police officers and law enforcement professionals. We are aware of the commitment required to conduct and complete pre-employment background investigations in the agreed upon timeline our clients expect. All background investigations encompass employment checks, neighborhood checks, agency file reviews and reference checks. Our Executive Summary and reports are professionally executed and cite each area of the background investigation. We have compiled custom, shortened Executive Summaries and much longer, detailed Executive Summaries. We can easily adapt to our client's investigative needs.

Pre-Employment Background Investigation Process

Oracle Investigations Group utilizes the following POST standardized process to complete legally compliant POST background investigations. Specifically, our investigative team follows the following Ten Step Process for our background investigations. While this process is POST recommended and compliant, we realize that the City of Long Beach and Long Beach Police Department internally handles some of these portions of the background investigation process:

1. Pre-Investigation Activities
2. Preparation of the Background Packet
3. Meeting with the Candidate to explain the Background Packet
4. Review of the Personal History Statement (PHS) and other completed/returned materials
5. The Initial Background Interview
6. Collection & Submission of Candidate Fingerprints
7. Implementation of the Investigative Process
8. Detection of Deception Examinations
9. Discrepancy Interview (If Necessary)
10. Final Report and Background Packet Preparation

Oracle Investigations Group also follows POST Commission Regulations 1953 (peace officer) and 1959 (dispatcher), which specify the required history and sources of information for POST background investigations.



These ten areas of investigation include:

1. Personal Identifying Information
2. Relatives and Other Reference History
3. Education History
4. Residence History
5. Experience & Employment History
6. Military History
7. Financial History
8. Legal History
9. Motor Vehicle Operation History
10. Other Topics Relating to Assessing Moral Character

POST Background Requirements & Guidelines

The following are the POST Requirements and Guidelines for completing Peace Officer and Public Safety Dispatcher backgrounds:

- **Citizenship Verification (Peace Officers)** – Peace officers must be citizens or have applied for citizenship within three years of appointment. Accepted proof includes government-issued birth certificate, naturalization documentation, or valid U.S. passport.
- **Age (Peace Officers)** – Pursuant to California State Assembly Bill 89, also known as the Peace Officers Education and Age Conditions for Employment (PEACE) Act; effective January 1, 2022, all persons seeking to become employed as a peace officer must be at least twenty-one (21) years of age.
- **Employment Eligibility (Public Safety Dispatchers)** – There are no specific citizenship or age requirements for public safety dispatchers; however, proof of eligibility to work in the United States (USCIS Form I-9 – Employment Eligibility Verification) is required.
- **Criminal Record Checks – Local, State, and National (Peace Officers and Public Safety Dispatchers)** – Criminal record searches at the local, state, and national levels are required. Fingerprint clearances are required from the DOJ and FBI. Firearms clearances are required for peace officer candidates.
- **Driving Record Check (Peace Officers and Public Safety Dispatchers)** – DMV reports or other official driving records are required for both peace officers and public safety dispatchers.



- **Education Verification (Peace Officers and Public Safety Dispatchers)** – Minimum peace officer educational requirements are detailed in Government Code §1031(e). Although there are no minimum educational requirements for public safety dispatchers, verification of educational history must be collected as a measure of conscientiousness, learning ability, and related attributes. Official transcripts are acceptable proof; diplomas are not.
- **Employment History Checks (Peace Officers and Public Safety Dispatchers)** – Employment checks are required for a period of at least ten (10) years for peace officers. Employment checks of employers within the last ten (10) years are required for public safety dispatchers.
- **Relatives/Personal References Checks (Peace Officers as well as Public Safety Dispatchers)** – Contacts and interviews with relatives, including former spouses/registered domestic partners and personal references listed on the candidate's Personal History Statement are required for both peace officers and public safety dispatchers.
- **Dissolution of Marriage Check (Peace Officers and Public Safety Dispatchers)** – Proof of marriage dissolution/separation is explicitly stipulated in the requirements for both peace officers and public safety dispatchers.
- **Neighborhood Checks (Peace Officers and Public Safety Dispatchers)** – Contacts and interviews with neighbors are required for both peace officers and public safety dispatchers, regardless of length of time at residence.
- **Military History Check (Peace Officers and Public Safety Dispatchers)** – Proof of Selective Service registration (where applicable) and military service records are required for both peace officers and public safety dispatchers.
- **Credit Records Check (Peace Officers and Public Safety Dispatchers)** – Credit records checks are required for peace officers and public safety dispatchers.

Oracle Investigations Group Background Process

Oracle Investigations Group follows the process outlined below during our background investigations and would recommend the same general workflow for the City of Long Beach:

1. Once a background investigation is received by our office, the Personal History Statement (PHS), Pre-Employment Background Questionnaire (PEBQ) and polygraph (if initially available upon file assignment) is reviewed by our staff and an investigator is assigned. We then collaborate and discuss our investigative strategy before beginning the investigation. Communication between field investigators, the Director of Background Investigations and office management is continuous throughout the background investigation process. Background investigations are conducted and managed by former law enforcement professionals with interview and investigation training who are POST Certified Background Investigators.
2. Prior to the onset of beginning any police background investigation process for the City of Long Beach, Oracle Investigations Group will review, in detail, all job descriptions for the positions being filled and coordinate with City of Long Beach personnel accordingly. If requested, we will also utilize our significant experience in applicant pre-screening to help City of Long Beach create an applicant questionnaire to help pre-screen candidates. We will keep your agency updated on any discrepancies or disqualifiers found in the background packet and all investigations which are minimally or partially worked will be discounted appropriately and accordingly.
3. Oracle Investigations Group will conduct the following steps during the background investigation process:
 - a. Meet with City of Long Beach personnel prior to the onset of any upcoming recruitment to coordinate background investigation intake, production timeline and agency needs. Our office will designate a point-of-contact for all files worked by our agency on behalf of the City of Long Beach and Long Beach Police Department.
 - b. Obtain the following documents from the City of Long Beach regarding the applicant:
 - Personal History Statement (PHS)
 - Pre-Employment Background Questionnaire (PEBQ)
 - Signed/Notarized Waiver of Release
 - DMV Printouts
 - Credit Report (As Required by Position)
 - Local Law Enforcement Agency Checks (As Required)
 - Polygraph Examination Results/Pre-Polygraph Interview
 - DOJ Live Scan Results
 - Firearms Clearance Letter (If Required)

- c. Conduct an in-person interview with the applicant at our corporate office or at another agreed upon location. If the City of Long Beach would like to provide a recruitment video to Oracle Investigations Group, our team is able to have the video playing when the applicant arrives and waits for her or his appointment with the Background Investigator at our office. *(Note: During the current COVID-19 Pandemic, we have evolved our in-person interviews to be conducted in a POST compliant manner via video conferencing when necessary and required.)*
- d. During this in-person interview, the Background Investigator will verify the information on the PHS and PEBQ. Our Background Investigator will also request, obtain and verify the following certified original items: *(Note: Due to our extensive experience and expertise in the pre-employment background sector, our investigators utilize online databases and other open-source materials to cross-reference and verify documents submitted by applicants)*
- Driver's License
 - Social Security Card
 - Birth Certificate
 - Citizenship Requirement
 - Marriage Certificate
 - Marriage Dissolution Records
 - Automobile Insurance Declarations Page
 - Work / Education / Training Certificates
 - High School / College Transcripts
 - Selective Service Registration / Military Discharge
- e. Review DOJ Live Scan Results, Firearms Clearance Letter and local records checks. Conduct a social media inquiry of publicly accessible media related to the applicant and review content as appropriate.
- f. Our office and the assigned investigator will perform criminal records inquiries for each applicant. Records checks will be sent to every city, county and college law enforcement agency where the applicant lived, worked and/or attended college. We will also send out reference inquiries for the applicant, including all references listed on the PHS and secondary references identified by the investigator during the background investigation. At least three (3) documented attempts will be made by the investigator to get in touch with each reference, including phone calls, in-person visits, email and/or mail. All reference inquiry returns received after the background file has been completed will be returned to the City of Long Beach / Long Beach Police Department.



- g. The investigator will perform residence/neighborhood checks for the applicant for locations the applicant has lived at over the past ten (10) years. Mail inquiries will be sent to residences where the applicant lived from their fifteenth birthday forward or a maximum of ten (10) years from the date of the background investigation. A notice of inquiry will be left when appropriate and follow-up conducted with telephone interviews. All reference inquiry returns received after the background file has been completed will be returned to the City of Long Beach / Long Beach Police Department.
- h. The investigator will perform employment checks for each applicant. The investigator will interview coworkers and supervisors from current and past employers and will review personnel files, if available. For employment during the past three years, the investigator will endeavor to conduct the employment inquiry in person vs. via electronic/mail inquiries for employment past three years. The investigator will also send electronic or mail inquiries to all law enforcement agencies where the applicant has previously applied. The investigator will conduct a review of an background files found to be available for review.
- i. The investigator will visit applicant's personal residence. Home visit to include photograph(s) of residence (if requested) and interviews with spouse, significant other, roommates and/or family.
- j. Review all reference questionnaires and conduct follow-up interviews on questionnaires where the applicant is rated as sub-standard, below average or not competent.
- k. Conduct additional investigation as needed regarding potentially disqualifying information and the source from which it was received.
- l. Conduct discrepancy interviews with the applicant as needed.
- m. Provide timely updates to the City of Long Beach as needed or upon discovery of relevant disqualifying information.
- n. Submit the completed investigation in professional presentation format as per POST guidelines and the specifications of the City of Long Beach within the required timeline as specified by police department personnel at the onset of the process.



File Confidentiality & Security

Oracle Investigations Group will maintain a copy of the completed background investigation files for, at minimum, two years in our secure corporate office or at the location of our secure corporate storage partner, Corodata. Oracle Investigations Group spent a significant amount of time vetting data storage companies and Corodata came out far ahead with outstanding reviews.

We will also maintain a secure digital file of the completed background investigation within our digital infrastructure and will provide the City of Long Beach with a digital copy of same. Now that our agency is adding eSOPH as a background investigation software management platform, we will be able to provide ongoing digital access to the City of Long Beach during and after the background files are completed.

Consumer Reporting Agency

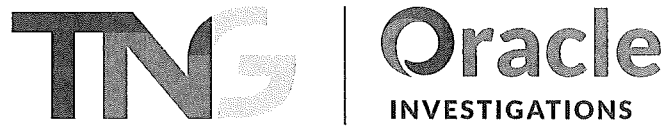
Oracle Investigations Group is not a Consumer Reporting Agency (CRA) as defined by legal statute. This is not uncommon, as most (if not all) of the vendors submitting proposals to provide background investigation services to the City of Long Beach are not CRA's. In order to review applicant's credit worthiness, Oracle Investigations Group recommends that the City of Long Beach have the applicant request and submit a sealed credit report directly to either the City of Long Beach or our agency during the background process. If the City of Long Beach wants Oracle Investigations Group to request and obtain these credit reports on behalf of each applicant, our agency is willing to perform these services.

Diversified Investigators

Oracle Investigations Group is proud to employ a diversified group of investigators, including several of our background investigators who are bilingual in both English and Spanish.

Legal & Fair Credit Reporting Act (FCRA) Compliance

As is noted earlier in this proposal, Oracle Investigations Group possesses the Fair Credit Reporting Act (FCRA) Basic Certificate issued by the Professional Background Screening Association (PBSA), formerly known as the National Association of Professional Background Screeners. This certificate was issued to the firm's Qualified Manager and President, Brian Heider. This certification separates Oracle Investigations Group from the competition and shows our commitment to our clients as it relates to the Fair Credit Reporting Act and accurately completing background investigations for our clients.



Licensed Notary Public

Oracle Investigations Group has a Licensed Notary Public on staff to assist the City of Long Beach in having applicants obtain the requisite notarized affidavits and other relevant documents prepared to begin the background investigation process. We would be willing to coordinate with the City of Long Beach during applicant background intake meetings to have our Licensed Notary Public on-site to assist with this process.

Service Volume & Guarantee

Oracle Investigations Group is accustomed to providing quality bulk pre-employment background services to our public sector clients and we are frequently tasked with turning around large amounts of backgrounds in a short timeframe for the public safety agencies we partner with. Based on our cadre of highly qualified investigators, Oracle Investigations Group is confident that we can navigate unusually high workloads with ease, therefore reducing turnaround times. We are confident that we can handle the approximate 275 background files anticipated per year and 5-20 background files per month. We hope our service to the City of Long Beach and the Long Beach Police Department dating back to 2014 have proven that we can successfully manage a large quantity of background investigations without sacrificing quality of those same investigations. Oracle Investigations Group is proud of the services we provide to our clients. We pride ourselves on the timeliness, thoroughness and accuracy of our work product and strive to serve with integrity, honor and conviction. Therefore, we are willing to guarantee our services and work product to the City of Long Beach. Should any service provided not meet the agreed-upon timeline or your standards, Oracle Investigations Group will appropriately discount the specified service based on the situation.

Firm Financial Stability

Oracle Investigations Group is financially stable and can provide evidence of the same upon request by the City of Long Beach. This information is not attached to this proposal because it is discoverable under the California Public Records Act to any non-interested third-party seeking access.

Additional Investigative Services

For the past twelve (12) years, Oracle Investigations Group has conducted workplace investigations at public agencies as well as public, private, charter and collegiate education institutions across the State of California. We have conducted over 300 workplace investigations including allegations of wage and hour theft; age, sex and/or gender discrimination; sexual harassment; workplace violence; hostile work environment, Title IX investigations; embezzlement; civil rights violations and many more investigative disciplines.



Investigative Approach

Since 2010, Oracle Investigations Group has provided workplace investigations to over 250 municipal agencies, public schools, private schools, charter schools as well as colleges and universities across the State of California and United States. As members of the Association of Workplace Investigators (AWI), California Association of Licensed Investigators (CALI) and other professional trade organizations, we understand case law that affects workplace investigations and therefore stay up to date on changing case law and important best practices within the workplace investigation industry.

We utilize the *preponderance of the evidence* standard in our investigative reports and always ensure that we work with our clients to clearly define the Scope of Investigation prior to commencing any workplace investigation so that we can appropriately budget the investigative needs of our clients. Oracle Investigations Group has been retained for the past ten years by Young, Minney & Corr, LLP, the largest and most well-respected charter school law firm in the State of California, to assist their public school clients with internal workplace investigations. To date, we have worked with over 150 of their clients in providing workplace investigations and have provided investigative services in multiple disciplines including, but not limited to:

- Sexual Harassment
- Hostile Work Environment
- Retirement Fraud
- Embezzlement & Theft
- Age, Gender & Sex Discrimination
- Title IX Investigations
- Theft of Public Funds
- Public Corruption Investigations
- Asset Searches
- Wage & Hour Theft
- Workplace Violence
- Forensic Evidence Recovery
- Mobile & Stationary Surveillance
- AOE/COE Workers' Compensation Investigations

Oracle Investigations Group has been retained by public agencies such as the Los Angeles Metropolitan Transit Authority and the Los Angeles City Attorney's Office to conduct internal workplace investigations into allegations of employee misconduct. Our investigators also have a strong working knowledge of the Public Safety Officers Procedural Bill of Rights Act (POBR) and follow these provisions during our investigations. All of our workplace investigators have significant experience testifying in civil, criminal and administrative courts. Our investigators have provided expert witness testimony in civil matters, criminal matters, before the Workers' Compensation Appeals Board (WCAB) and the California Commission on Teacher Credentialing (CCTC). Our investigators are also familiar with POBR rights afforded to specific peace officer designations and also state, federal and constitutional laws affecting the internal affairs process.



Value Proposition

We recognize that the City of Long Beach can select from multiple qualified companies who have submitted proposals to perform pre-employment background investigation services on behalf of the city. While we have strong working and professional relationships with our competitors, we strongly believe our corporate structure, values and skillset separates us from the competition.

Specifically, the following key attributes show our commitment to service above and beyond our competition:

- A corporate headquarters that is staffed with full and part-time employees Monday thru Friday along with a secure email system, a HIPAA compliant digital infrastructure to protect personal and sensitive data and a secure digital case management system to track all open and closed investigations with access available to City of Long Beach personnel.
- A strong working knowledge of eSOPH and a positive professional relationship with Miller Mendel's principal owner. Our agency is in the final stages of becoming the only private investigation agency in California to have a direct contract with eSOPH. The value of this service alone is one our competitors simply cannot match.
- An occupational medicine physician with board certification from an Ivy League institution employed on a part-time basis with our organization. Our doctor frequently provides training to our team in areas related to occupational and environmental medicine. This training is helpful for our team of investigators as they conduct pre-employment background investigations.

Our agency has provided quality public safety background investigation services to the City of Long Beach dating back to 2017. We have done so without raising our rates at all during these five (5) years. While we realize the price per file quoted in our proposal is a jump from our 2017 rates, please know that our proposed pricing is both competitive and necessary to keep up with inflation and the skyrocketing gas prices our investigators are paying while conducting in-field work.

On behalf of the entire team at Oracle Investigations Group, I would like to thank you for your time and consideration as the City of Long Beach seeks to retain a qualified firm to provide quality pre-employment background investigations. We sincerely hope to continue serving the city and your staff as we have since our original contract started in 2014.

Respectfully Submitted,

Brian Heider, President
Oracle Investigations Group, LLC
(951) 323-0930 – Cell

PROFESSIONAL REFERENCES

Public Sector Pre-Employment Background Investigations

<u>City of Long Beach</u> Police Department Lieutenant Eric Hooker Telephone: (562) 570-5968 Email: eric.hooker@longbeach.gov	<u>Project Description:</u> Background Investigation Services 2014 to Present
<u>City of Long Beach</u> Port of Long Beach David Espinoza, Manager of Security Operations Telephone: (562) 283-7846 Email: david.espinoza@polb.com	<u>Project Description:</u> Background Investigation Services 2016 to Present
<u>Los Angeles Metropolitan Transportation Authority</u> Background Division Director Jose Ortiz, Transit Security Director Telephone: (213) 922-3631 Email: ortizjo@metro.net	<u>Project Description:</u> Background Investigation Services 2019 to Present
<u>Riverside County Sheriff's Department</u> Background Division Deputy Jeff Stark, Background Investigator Telephone: (951) 743-1248 Email: jstark@riversidesheriff.org	<u>Project Description:</u> Background Investigation Services 2019 to Present
<u>Menifee Police Department</u> Human Resources Division Tiffani Sik, Senior Personnel & Training Analyst Telephone: (951) 723-3887 Email: tsik@menifeepolice.org	<u>Project Description:</u> Background Investigation Services 2019 to Present
<u>Orange County Fire Authority</u> Human Resources Division Duke Steppe, Human Resources Manager Telephone: (714) 573-6807 Email: dukesteppe@ocfa.org	<u>Project Description:</u> Background Investigation Services 2019 to Present
<u>County of Riverside</u> Department of Public Social Services Ben Carrillo, Assistant Chief of Investigations Telephone: (951) 538-9627 Email: becarril@rivco.org	<u>Project Description:</u> Background Investigation Services 2020 to Present



PROFESSIONAL REFERENCES

Workplace Investigations

<u>Young, Minney & Corr, LLP</u> California's Largest Charter School Law Firm James Young, Partner Telephone: (916) 646-1400 Email: jyoung@mycharterlaw.com	<u>Project Description:</u> Workplace Investigations For Over 150 Public Charter Schools 2010 to Present
<u>Woo Houska LLP</u> Education Industry Litigation Law Firm Carol Woo, Partner Telephone: (805) 658-6300 Email: cwoo@woohouska.com	<u>Project Description:</u> Litigation Investigations For Multiple Public School Clients 2018 to Present
<u>Los Angeles Metropolitan Transportation Authority</u> Transit Security Department Jose Ortiz, Director / Lieutenant Telephone: (213) 922-3631 Email: ortizjo@metro.net	<u>Project Description:</u> Internal Affairs & Employee Misconduct Investigations 2016 to Present
<u>CharterSAFE</u> Joint Powers Authority Charter School Insurer Karla Ksan, Human Resources Director Telephone: (818) 394-6548 Email: kksan@chartersafe.org	<u>Project Description:</u> Workplace Investigations For CharterSAFE K-12 Clients 2017 to Present
<u>Sedgwick Risk Services</u> Insurance Agency Libby McGrevey, Senior Property & Claims Manager Telephone: (805) 288-4301 Email: libby.mcgrevey@sedgwick.com	<u>Project Description:</u> Workplace Investigations For Sedgwick K-12 Clients 2017 to Present
<u>The NCHERM Group, LLP</u> Risk Management & Title IX Consulting Firm Marti Kopacz, CEO Telephone: (617) 840-9155 Email: marti.kopacz@tngconsulting.com	<u>Project Description:</u> Title IX Investigations For NCHERM Collegiate Clients 2018 to Present



PROFESSIONAL REFERENCES

Workers' Compensation Investigations

<u>County of San Bernardino</u> Rick Castanon, Risk Management Liability Claims Telephone: (909) 386-8637 Email: rcastanon@rm.sbcounty.gov	<u>Project Description:</u> Workers' Compensation Investigative Services 2007 to Present
<u>Loma Linda Risk Management</u> Kimberly Kinney, Director Telephone: (909) 651-4014 Email: kkinney@llu.edu	<u>Project Description:</u> Workers' Compensation Investigative Services 2006 to Present
<u>Los Angeles Metropolitan Transportation Authority</u> Special Investigations Unit Roy Romero, SIU Manager Telephone: (213) 922-3632 Email: romeror@metro.net	<u>Project Description:</u> Workers' Compensation Investigation Services 2014 to Present
<u>Fontana Unified School District</u> Larry Wilke, Director Telephone: (909) 357-5000 Ext. 29033 Email: wilklc@fUSD.net	<u>Project Description:</u> Workers' Compensation Investigation Services 2015 to Present
<u>York Risk Services / Sedgwick</u> Bernadette Bates, Senior Claims Examiner Telephone: (909) 993-3518 Email: bernadette.bates@Ssedgwick.com	<u>Project Description:</u> Workers' Compensation Investigation Services 2010 to Present
<u>Michael Sullivan & Associates Law Firm</u> Keith Figgins, Senior Partner Telephone: (714) 202-3440 Email: kfiggins@sullivanattorneys.com	<u>Project Description:</u> Workers' Compensation Investigation Services 2019 to Present



BACKGROUND INVESTIGATIONS COST PROPOSAL

Base Hourly Rate (See Pricing Breakdown Below)	\$80.00
Record Searches to Include Comprehensive Trace Report (TLO), CA Civil Checks, National Criminal Checks, Selective Service Verification, Sex Offender and Social Media Checks as Needed.	Included
Pick Up and Delivery of Background Investigation Files to Long Beach Police Department	Included
Mileage	Included
*Per Diem (Outside of Counties Listed Below)	\$250.00
Travel Time Outside Local Area	Negotiable
Sworn / Dispatcher Background (Per Applicant) <i>Price Increases \$100 Per Year of Contract & Three Additional One-Year Extensions Due to Inflation and Agency Costs (Ex: eSOPH Platform @, \$55/Applicant)</i>	\$2,255 (Year 1) \$2,355 (Year 2) \$2,455 / \$2,555 / \$2,655
Civilian Law Enforcement Background (Per Applicant)	\$1,950
Applicant Credit Report	Prevailing Rate
Phased-In / Exigent Background Pricing	Negotiable

Sworn / Dispatcher Background

- Average 32.15 Hours @ \$70.00 Per Hour. = \$2,255 Per Applicant

Civilian Law Enforcement Background

- Average 27.86 Hours @ \$70.00 Per Hour = \$1,950 Per Applicant

* Area includes Orange, Riverside, San Bernardino, Los Angeles & Parts of San Diego & Imperial Counties.



ORACLE INVESTIGATIONS GROUP
ADDITIONAL SERVICES RATE SHEET

Workplace & Internal Affairs Investigator	\$195.00 / Hour
Computer Forensic & Medical Expert Investigators	\$350.00 / Hour
Report Writing (Workplace Investigations)	Prevailing Hourly Rate
Workers' Compensation AOE/COE Investigator	\$90.00 / Hour
Service of Process Investigator	\$90.00 / Hour
Social Media Expert Search Investigative Report	\$300.00 / Report
Office / Clerical Services Employee	\$75.00 / Hour
Record Searches to Include Comprehensive Trace Report, CA Civil Checks, National Criminal Checks, Selective Service Verification, Sex Offender and Social Network Checks, Workers' Compensation Database Inquiries.	Negotiable



Oracle Investigations Group Office



Oracle
INVESTIGATIONS



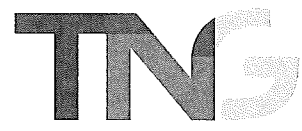
Oracle Investigations Group Office



Oracle Investigations Group Office



Oracle Investigations Group Office



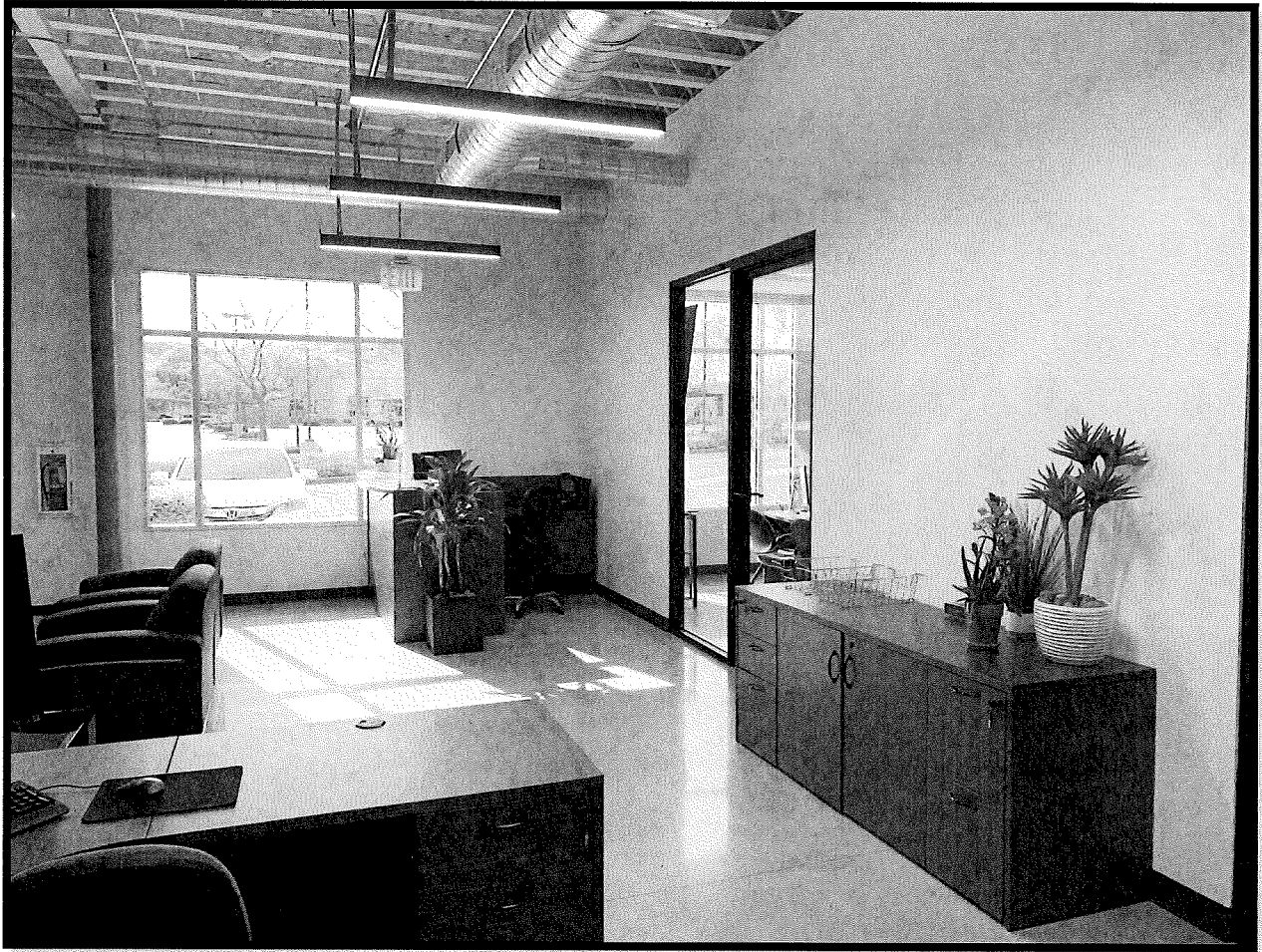
Oracle
INVESTIGATIONS



Oracle Investigations Group Office



Oracle Investigations Group Office



Oracle Investigations Group Office



Oracle Investigations Group Office

TNG Consulting Announces the Acquisition of Oracle Investigations Group, LLC

Prominent investigations team adds to the robust capabilities of TNG



NEWS PROVIDED BY

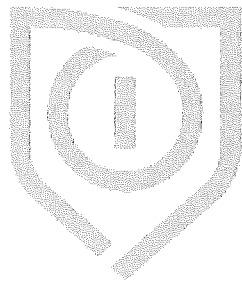
TNG →

Aug 12, 2020, 08:38 ET

KING OF PRUSSIA, Pa., Aug. 12, 2020 /PRNewswire/ -- The NCHERM Group, Inc. d/b/a TNG Consulting ("TNG") announces the acquisition of Oracle Investigations Group, LLC ("Oracle"). Brian Heider, Founder and President of Oracle, joins TNG as Vice President - Investigations and as a member of the firm's Leadership Team.

[Continue Reading](#)





ORACLE

INVESTIGATIONS GROUP



Oracle Investigations Group

Based in Chino Hills, CA, Oracle has been involved in comprehensive and diverse investigations for more than ten years. Oracle's investigative expertise includes civil rights (Title VII and Title IX), criminal and civil sexual harassment and abuse, public safety and public employee pre-employment background investigations, administrative matters, fraud and embezzlement, public corruption, and police and fire internal affairs investigations. Oracle's team also has extensive experience with asset searches, forensic evidence recovery, mobile and stationary surveillance, workers' compensation investigations, and doctor supervised medical investigation reviews. Oracle's team is comprised of 40 full- and part-time investigators and support staff.

Oracle clients include over 200 public and private K-12 and collegiate institutions, public agencies, law firms, insurance agencies and joint powers authorities. Some current public agency service contracts include the City of Long Beach Police Department and Port Authority, Orange County Fire Authority, Riverside County Sheriff's Department, County of Riverside, Los Angeles County Metropolitan Transportation Authority, County of San Bernardino, City of San Bernardino, City of Menifee, and Fontana Unified School District.

"We look forward to Oracle's continued growth and their collaboration with TNG Safety in both the California market and nationally," said Marti Kopacz, Chief Executive Officer of TNG. "We are impressed by Oracle's deep expertise and quality of deliverables. We know this is also valued by their clients who continue to retain Brian and the team year after year. Requests from TNG's clients for more investigations, across more diverse scenarios, led us to seek a like-minded, best



in class firm to expand our capabilities. We have worked with the Oracle team for over a year on several investigations and know they share TNG's commitment to client service and unquestionable integrity."

Oracle Founder and President Brian Heider added, "Our team is very excited to join TNG and expand our investigative services into markets previously untapped by Oracle and our investigators. We have been impressed with the great work done by TNG, ATIXA, and NaBITA in both the collegiate and K-12 markets over the years. Having the opportunity to coordinate our collective resources and join this talented team was a perfect match."

About TNG Consulting, LLC:

TNG Consulting ("TNG") is a national multidisciplinary risk management consulting firm. TNG serves more than 5,000 college, university, and school organizations and is one of the largest education-specific consulting practices in the country, focusing on risk management solutions, behavioral intervention, Title IX compliance, safety and threat assessment, investigations, neutral services- including expert witness testimony- and the development of comprehensive solutions. TNG's six partners have more than 125 years of combined experience and have unparalleled reach and impact on the field. They are supported by 25 attorneys and consultants who are at the forefront of the field in their areas of expertise. TNG also provides its services for employers and corporate clients, leveraging its proprietary systems-level solutions for risk prevention in the workplace. The TNG group of entities includes two industry- leading professional associations that are managed by TNG: The Association of Title IX Administrators ("ATIXA") and The National Behavioral Intervention Team Association ("NaBITA").

About ATIXA:

ATIXA provides a professional association for school and college Title IX coordinators, investigators, and administrators who are interested in serving their districts and campuses more effectively. Since 1972, Title IX has proved to be an increasingly powerful leveling tool, helping to advance gender equity in schools and colleges. Of importance is that every school district and college in the United States is required to have a Title IX Coordinator who oversees implementation, training, and compliance with Title IX. www.atixa.org.

About NaBITA:

NaBITA is the leading association for behavioral intervention teams. NaBITA is committed to providing education, resources, and support to those who endeavor every day to make their campuses and workplaces and communities safer through caring prevention and intervention. NaBITA's library of publications and resources is vast, and it continues to innovate, keeping teams at the leading edge of violence prevention, mental health support and response, and effective holistic intervention mechanisms. www.nabita.org.

Media Contacts:

Barbara Grant Bereskin

TNG Consulting

M: (312) 296-7267

E: 245114@email4pr.com

SOURCE TNG


Attachment A: Authorization & Certification

I certify that:

- i. I am authorized to submit this Request for Proposals on behalf of the organization above.
- ii. I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions to the terms and conditions that will be requested have been documented in the table below, Exceptions to Terms & Conditions.
- iii. The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.
- iv. This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal and the Proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other Proposer.
- v. In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Furthermore, as a current or potential Contractor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- i. Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- ii. Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- iii. Do not presently have a proposed debarment proceeding pending;
- iv. Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- v. Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- vi. If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.
- vii. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Brian Heider - TNG / Oracle		June 16, 2022
Name	Signature	Date

Exceptions to Terms & Conditions

EXCEPTIONS TO TERMS AND CONDITIONS (IF APPLICABLE)

Exceptions to terms and conditions are uncommon, and Proposers are not encouraged to take exception to terms and conditions. However, in the event there are terms that should be reviewed as part of potential negotiation of a final contract, they should be listed here. The City of Long Beach has no obligation to accept any exceptions to terms and conditions. Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.

Term & Condition Number	Explanation of Objection
Section 5.3 (Insurance)	Object to \$10,000,000 Background Investigation Liability Policy
Section 5.3 (Insurance)	Object to \$10,000,000 Background Investigation Liability Policy
Section 5.3 (Insurance)	Object to \$10,000,000 Background Investigation Liability Policy
Section 5.3 (Insurance)	Object to \$10,000,000 Background Investigation Liability Policy
Section 5.3 (Insurance)	Object to \$10,000,000 Background Investigation Liability Policy

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Oracle Investigations Group Federal Tax ID No.:
Address: 13089 Peyton Dr. Suite C
City: Chino Hills State: CA ZIP: 91709
Contact Person: Brian Heider - VP of Investigations Telephone: (800) 519-1540
Email: brian.heider@tngconsulting.com Fax: (800) 519-1183

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes X No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? X Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 X Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 X Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?
 X Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

A. Contractor/Vendor is not in compliance with the EBO now but will comply by the following date:

N/A By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/Vendor submits evidence of taking reasonable measures to comply with the EBO; or

N/A At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

N/A Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

N/A Yes N/A No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract or purchase order with the City.

Executed this 16th day of June, 20 22 at Chino Hills, CA

Name: Brian Heider

Signature: 

Title: Vice President of Investigations

Federal Tax ID No.: 

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/Vendor submits evidence of taking reasonable measures to comply with the EBO; or

- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/Vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the Contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a Contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Brian Heider Title: Vice President of Investigations

Signature:  Date: June 16, 2022

Business Entity Name: Oracle Investigations Group



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Morristown NJ Office 44 Whippany Road, Suite 220 Morristown NJ 07960 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
E-MAIL ADDRESS:			
INSURED Oracle Investigations Group LLC 13089 Peyton Drive, Suite C Chino Hills, CA 91709	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Chubb National Ins Co		10052
	INSURER B: ACE Property & Casualty Insurance Co.		20699
	INSURER C: AXIS Insurance Company		37273
	INSURER D: Swiss Re Corp Solutions America Ins Corp		29874
	INSURER E: Argonaut Insurance Co		19801
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 570093586352 REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			D96335817	08/01/2021	08/01/2022	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$1,000,000
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
							Hired & Non-Owned Auto	Included
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			D96335817	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident)	Included
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION			D96335829	08/01/2021	08/01/2022	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A			2271798144	08/01/2021	08/01/2022	X PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Long Beach is included as Additional Insured in accordance with the policy provisions of the General Liability, Workers Compansatoin, Automobile Liability and Professional Liability policies.

CERTIFICATE HOLDER	CANCELLATION
City of Long Beach 411 W. Ocean Blvd. Long Beach CA 90802 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>



Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED The NCHERM Group LLC
POLICY NUMBER See Certificate Numbe 570093586352		
CARRIER See Certificate Numbe 570093586352	NAIC CODE	EFFECTIVE DATE:

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]



OWNERSHIP NON-TRANSFERABLE

LICENSE EXPIRES: 02/14/2023

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING:

ACCOUNT NUMBER: BU22005382 BUSINESS TYPE: GENERAL SERVICES - OTHER
OWNER: ORACLE INVESTIGATIONS GROUP, INC.
LOCATED AT: 5877 PINE AVE, STE# 150
CHINO HILLS, CA 91709

AUTHORIZED BY: KEVIN RIPER
DIRECTOR OF FINANCIAL MANAGEMENT

→ LICENSE HOLDER -- PLEASE NOTE ←

THE TOP PORTION OF THIS FORM IS YOUR LICENSE. YOU MUST DISPLAY THE LICENSE IN A CONSPICUOUS PLACE ON THE BUSINESS PREMISES.

THE DATE YOUR LICENSE EXPIRES IS INDICATED ON THE FACE OF THE LICENSE. IF YOU DO NOT RECEIVE A RENEWAL NOTICE BY THE EXPIRATION DATE, CONTACT THE BUSINESS LICENSE DIVISION AT (562) 570-6211 OR SEND AN EMAIL TO LBBIZ@LONGBEACH.GOV.

NOTE: YOU ARE RESPONSIBLE FOR RENEWING THE LICENSE ON OR BEFORE THE LICENSE EXPIRATION DATE.

(PLEASE NOTIFY THE BUSINESS LICENSE DIVISION IF YOU ARE NO LONGER IN BUSINESS.)

PLEASE REPORT IMMEDIATELY ANY CHANGE IN OWNERSHIP, BUSINESS LOCATION, MAILING ADDRESS, OR BUSINESS ACTIVITY TO THE BUSINESS LICENSE DIVISION.

ORACLE INVESTIGATIONS GROUP, INC.
13089 PEYTON DRIVE
SUITE C
CHINO HILLS, CA 91709

EXHIBIT “B”

Cost/Rates



BACKGROUND INVESTIGATIONS COST PROPOSAL

Base Hourly Rate (See Pricing Breakdown Below)	\$80.00
Record Searches to Include Comprehensive Trace Report (TLO), CA Civil Checks, National Criminal Checks, Selective Service Verification, Sex Offender and Social Media Checks as Needed.	Included
Pick Up and Delivery of Background Investigation Files to Long Beach Police Department	Included
Mileage	Included
*Per Diem (Outside of Counties Listed Below)	\$250.00
Travel Time Outside Local Area	Negotiable
Sworn / Dispatcher Background (Per Applicant)	\$2,255 (Year 1)
<i>Price Increases \$100 Per Year of Contract & Three Additional One-Year Extensions Due to Inflation and Agency Costs (Ex: eSOPH Platform @ \$55/Applicant)</i>	\$2,355 (Year 2) \$2,455 / \$2,555 / \$2,655
Civilian Law Enforcement Background (Per Applicant)	\$1,950
Applicant Credit Report	Prevailing Rate
Phased-In / Exigent Background Pricing	Negotiable

Sworn / Dispatcher Background

- Average 32.15 Hours @ \$70.00 Per Hour. = \$2,255 Per Applicant

Civilian Law Enforcement Background

- Average 27.86 Hours @ \$70.00 Per Hour = \$1,950 Per Applicant

* Area includes Orange, Riverside, San Bernardino, Los Angeles & Parts of San Diego & Imperial Counties.



ORACLE INVESTIGATIONS GROUP
ADDITIONAL SERVICES RATE SHEET

Workplace & Internal Affairs Investigator	\$195.00 / Hour
Computer Forensic & Medical Expert Investigators	\$350.00 / Hour
Report Writing (Workplace Investigations)	Prevailing Hourly Rate
Workers' Compensation AOE/COE Investigator	\$90.00 / Hour
Service of Process Investigator	\$90.00 / Hour
Social Media Expert Search Investigative Report	\$300.00 / Report
Office / Clerical Services Employee	\$75.00 / Hour
Record Searches to Include Comprehensive Trace Report, CA Civil Checks, National Criminal Checks, Selective Service Verification, Sex Offender and Social Network Checks, Workers' Compensation Database Inquiries.	Negotiable

EXHIBIT "B-1"



BACKGROUND INVESTIGATIONS COST PROPOSAL

Base Hourly Rate (See Pricing Breakdown Below)	\$80.00
Record Searches to Include Comprehensive Trace Report (TLO), CA Civil Checks, National Criminal Checks, Selective Service Verification, Sex Offender and Social Media Checks as Needed.	Included
Pick Up and Delivery of Background Investigation Files to Long Beach Police Department	Included
Mileage	Included
*Per Diem (Outside of Counties Listed Below)	\$250.00
Travel Time Outside Local Area	Negotiable
Sworn / Dispatcher Background (Per Applicant)	\$2,255 (Year 1)
<i>Price Increases \$100 Per Year of Contract & Three Additional One-Year Extensions Due to Inflation and Agency Costs (Ex: eSOPH Platform @ \$55/Applicant)</i>	\$2,355 (Year 2) \$2,455 / \$2,555 / \$2,655
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Workers' Compensation AOE/COE Investigator	\$90.00 / Hour
Service of Process Investigator	\$90.00 / Hour
Social Media Expert Search Investigative Report	\$300.00 / Report
Office / Clerical Services Employee	\$75.00 / Hour
Record Searches to Include Comprehensive Trace Report, CA Civil Checks, National Criminal Checks, Selective Service Verification, Sex Offender and Social Network Checks, Workers' Compensation Database Inquiries.	Negotiable

EXHIBIT “C”

City’s Representative(s):

Joshua Brearley, Sergeant

Office: 562.570.5959

Joshua.Brearley@longbeach.gov

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

Brian Heider, President

Office: 951.323.0930

Brian.heider@tngconsulting.com