

**REQUEST FOR PROPOSAL
for
ON-CALL SECURITY SERVICES**



District Contact:
Tina Talamantes
Interim Security Supervisor

Proposals Due By:
April 27, 2021
At 5:00 p.m.
Late proposals will not be accepted.

1. INTRODUCTION

A. General Information

Rancho Murieta Community Services District (District) is requesting proposals for security companies to provide non-sworn, unarmed, and uniformed personnel for Gate duties, and armed and uniformed personnel for security guard services for the District for three years beginning May 24, 2021 and ending May 23, 2024, with an option to extend for two additional years. All proposers shall meet the provisions, requirements and specifications listed in this Request for Proposal, and must be received by the District as indicated in the **Proposal Requirements**.

Any inquiries concerning this request for proposals should be addressed to Tina Talamantes, Interim Security Supervisor via email at ttalamantes@rmcsd.com. Any questions and answers related to this proposal may be posted on our website for transparency.

2. NATURE OF SERVICES REQUIRED

A. Scope of Work to be Performed

The District is seeking proposals from qualified Security Guard companies to provide on-call security services to include the following:

1. Gate services: Operating and staffing RMA security gates with on-call unarmed security guards located at the two entrances to the Rancho Murieta community on a twenty-four-24-hour day year-round basis as needed, to include operating a communication system to maintain contact with local law enforcement, fire and other emergency services as well as appropriate entities within the District, answering telephone calls at the gates from residents and District staff, dispatching calls for service to patrol personnel, controls and monitors access to and from gated portions within the District, maintains a variety of records and statistics on vehicles and persons entering and leaving District, and prepares daily reports of activities.
2. Patrol Services: Providing on-call twenty-four-(24) hour a day mobile patrol of all areas within the boundaries of the District by armed and BSIS credentialed security guards as needed, to include performing security and crime prevention work by patrolling assigned areas and marking specific checkpoints; observe and record incident information; write reports; answer calls for service and general complaints; operate a communication system to maintain contact with local law enforcement, fire and other emergency services; enforce covenants, conditions and restrictions ("CC&Rs") related to the provision of Security Services adopted for each association within the boundaries of the District by issuing citations, and enforce

District Code violations as outlined in Rancho Murieta Community Services District (RMCS D) District Code 21, Section 8.

B. General Provisions

1. Independent Contractor

In performance of the work, duties and obligations assumed by the Proposer, it is mutually understood and agreed that the Proposer, including any and all of the Proposer's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the District.

2. Conflict of Interest

Proposers, by responding to this RFP, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the RMCS D is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFP. Furthermore, proposer represents and warrants to the District that it has not employed or retained any person or company employed by the District to solicit or secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement.

3. Nondiscrimination

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, sexual identity or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of the aforementioned be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

3. GENERAL INFORMATION

A. Rancho Murieta Community Services District Background

Rancho Murieta Community Services District (District) was formed in 1982 by State Government Code 61000 to provide essential services in Rancho Murieta. The District provides essential services to an area of 3,500 acres (covering roughly five and a half square miles) located in the beautiful, wooded hills of eastern Sacramento County. The approved master plan calls for residential development on 1,920 acres with single-family residences, townhouses, apartments, and mobile homes for a total of 5,189 units. Current estimates indicate Rancho Murieta has 2,700 households with a population of approximately 6,000 persons. The community is a balanced blend of both custom and production homes, townhouses, mobile homes, and a thriving retail complex. In addition, an airport, office building, fire station, and equestrian center are located in the District.

The District is an independent Special District which provides the following services:

- Water supply collection, treatment, and distribution
- Wastewater collection, treatment, and reuse (reclamation)
- Storm drainage collection, disposal, and flood control
- Security
- Solid Waste collection

While each service maintains and operates under its own separate budget, a combination of taxes and user fees fund these services.

The District is determined to deliver superior community services efficiently and professionally at a reasonable cost while responding to and sustaining the enhanced quality of life the community desires. Information about the Rancho Murieta community and the District is available on the District website at <https://www.ranchomurietacsd.com>.

4. PROPOSAL SUBMITTAL AND SELECTION

All proposals must be received no later than 5:00 p.m. on April 27, 2021. **Late or incomplete proposals will not be considered.**

Deliver proposals via email in pdf format to: ttalamantes@rmcsd.com
Rate Schedules (costs) via email in pdf format to: awilder@rmcsd.com

- A. This request does not constitute an offer of employment or contract for services.
- B. All proposals submitted shall become District property.
- C. All proposals shall remain firm for ninety (90) days following the closing date for receipt of proposals.
- D. The District reserves the right to award the contract to the firm who represents the proposal which in the judgment of the District best accomplishes the desired results and shall include but not be limited to a consideration of the professional service fee.
- E. Selection will be made based on the proposals submitted.

5. PROPOSAL FORMAT

A qualifying proposal must address all the following points:

- A. Project Title
- B. Applicant or Firm Name, address, contact information and website
- C. Statement of the proposer's understanding of the work to be done
- D. Firm Qualifications
 - 1. Type of organization, size, and any other affiliations or certifications related to armed security guards, including California Bureau of Security and Investigative Services (BSIS) certifications.

2. Table of Contents identifying the materials submitted by section and page number. Cross-referencing to section and page number in the RFP would be helpful.
 3. Names and qualifications of personnel to be assigned to this assignment, if known.
- E.** Existing client references, minimum of three (3), from recent related projects including name, address, email, and phone number of individuals to contact for reference.
- F.** Rates
1. Send separately in pdf format to awilder@rmcsd.com

6. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries concerning the RFP and the subject of the RFP shall be made to:

Tina Talamantes
Interim Security Supervisor
P.O. Box 1050
Rancho Murieta, CA 95683
916-354-3700
ttalamantes@rmcsd.com

2. Submission of Proposal.

One (1) pdf electronic copy of the Proposal shall be received via email at ttalamantes@rmcsd.com and,

One (1) pdf of the rate schedule to awilder@rmcsd.com by 5:00 p.m. on April 27, 2021 for the proposal to be considered.

The proposal should address the items listed in the sections below.

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarification from Proposers, to allow corrections of errors or omissions, and to negotiate terms.

The District reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposing firm is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted, and confirmed in the contract between the District and the firm selected.

The District reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept, negotiate, or reject any items or combination of items.

B. Format for Technical Proposal

1. Title Page showing the RFP subject; the firm's name; the name, address and telephone number and email address of the primary contact person, and the date of the proposal.
2. The commitment to perform the work within the time period; the name(s) of the person(s) authorized to represent the Proposer along with title, address, email address and telephone number.
3. Detailed proposal following the order set forth in Section C and D below.

C. Contents for Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the project in conformity with the requirements of this Request for Proposals (RFP). As such, the Technical Proposal should demonstrate the qualifications of the firm and of the staff to be assigned to this engagement. It should also specify an approach that will meet the RFP requirements.

Section 1 – Insurance

Attached to the RFP is a blank copy of the District's Services Agreement which contains the insurance requirements. These requirements include Commercial General Liability, Workers' Compensation, Automotive Insurance and Professional Liability or Error and Omissions.

The selected firm will be required to maintain the minimum insurance requirements during the entire time of the engagement.

Section 2 – Project Team

Identify each individual you expect to work on the project team, including who the main point of contact will be for the District functioning as the Manager of On-Call Security Personnel.

Section 3 – Client References

Provide contact information, full name, email, and phone number, for representatives of three (3) current clients for whom your firm have performed similar services.

Section 4 – Contract Requirements

Provide evidence of acknowledgment and understanding that the services will be provided under and subject to the terms and conditions of the District's Standard Services Agreement, Attachment E.

D. Cost Proposal

1. Cost proposals must include a complete and current table of hourly rates and charges for all staff, that are reasonably anticipated to perform work under the proposed contract.
2. Manner of Payment: At the end of each month, Contractor shall submit to District a detailed invoice for the hours and work performed during the preceding month. All invoices shall be reviewed by District Security Administration prior to submission for payment.
3. Non-Disclosure and Disclosure of Proposals
Proposals will be held in confidence during the evaluation process until District staff issues the Notice of Intent to Award a contract for professional services. Thereafter, all proposals will be treated as documents subject to disclosure under the California Public Records Act (the "Act").

7. PRICING

Proposals must include a complete and current table of hourly rates and charges for all staff that are reasonably anticipated to perform work under the proposed contract. The hourly rates provided shall include all overhead rates; overhead rates shall not be an add-on to the hourly rates proposed. The cost proposal shall describe the overhead rate to be charged for each job specification, including Supervisor, Gate Officer and Patrol Officer. The District's preference is for the proposed hourly rates to remain constant over the contract period. However, if rate increases are proposed the proposal must indicate the maximum amount not to exceed increase per each 1-year period of the contract.

The awarded vendor shall show billing rates by work performed and by time performed (regular weekdays, after hours, weekends and holidays).

The District will not be responsible for expenses incurred in preparing and submitting the proposal bid for this contract.

Invoices must be submitted and be broken down by hourly rates for each position worked.

8. TIME REQUIREMENTS

Proposal Calendar

The following are the key dates:

Date	Time	Event
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April 6, 2021		RFP Issue Date
April 16, 2021	4:00 p.m.	Deadline for Questions
April 27, 2021	5:00 p.m.	Proposal Due Date
May 21, 2021		Anticipated Award Date
May 24, 2021		Anticipated Beginning of Contract Period

The dates in this RFP are subject to change at the District's discretion, posted as addenda on the District's website. You may contact Tina Talamantes, Interim Security Supervisor at ttalamantes@rmcsd.com with any questions related to the RFP.

9. EVALUATION PROCEDURES

- A.** The District will evaluate proposals based on but not limited to the following criteria:
1. Completeness and understanding of the RFP Scope of Work to be performed
 2. Experience history
 3. Reference checks & licensing board check
 4. Demonstrated understanding of the project objectives
 5. Contractor's approach to accomplishing the scope of work
 6. Timetable and costs for completing the scope of work. Consideration will be given to demonstrated ability of completing the work in a timely manner.
- B.** Management, Personnel and Experience
1. Qualifications of security personnel assigned to the different job descriptions to include Gate Officer and Patrol Officer with certifications, if required for any personnel included in this proposal and any others to be assigned in the future
 2. Experience and performance on projects of a similar nature
 3. Availability under normal and emergency circumstances
 4. Information obtained from reference checks on personnel to be assigned to the District
- C.** Cost Estimates
1. Are rates within prevailing wage range for contract security officers?
 2. Are the cost estimates reasonable for the work product proposed?

The District will evaluate all proposals received before the submittal deadline and select a consultant based on the contents and costs of the proposal. A recommendation from District staff will be presented to the District Board of Directors for consideration and final approval.

The District reserves the right to reject any and all proposals, either in part or in its entirety; or to negotiate specific terms, conditions, compensation, and provisions on any agreements that may arise from this solicitation; to waive any informalities or irregularities in the proposals; to request and obtain, from one or more of the agencies submitting proposals, supplementary information as may be necessary for the District staff to analyze the proposals; and to accept the proposal that appear to be in the best interest of the District. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the agreement, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.

NO DOLLAR AMOUNTS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL

If proposer believes any portion of its proposal contains confidential or proprietary information that is exempt from public disclosure under the Act, proposer must submit that information with its proposal in a separate document labeled “Confidential Information.” Except as compelled by court process, the District will not release any such documentation claimed to be exempt that is submitted in said manner without prior notice to the proposer.

**ATTACHMENT A
RFP SIGNATURE PAGE**

By signing this **RFP Proposal**, I hereby attest: that I have read and understood all the terms listed in the RFP; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by Rancho Murieta Community Services District, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

Signature

Title

Company

Address

City, State

Date

Phone Number

Contact Person

Email

SEAL (If Bidder is a Corporation)

Contractor License Number

Type

Exp. Date

Federal Tax ID # _____

ATTACHMENT B SCOPE OF WORK

SP-1. INTENT

The following modifications and additions are hereby made a part of these specifications and shall take precedence over any conflicting requirements stated elsewhere.

SP-2. SCOPE OF DUTIES

The following are conditions and specifications covering security guard services at the designated Rancho Murieta Community Services District locations. This contract is based on hourly rates and results will be deemed acceptable if they provide Security Officer services according to outlined specifications. RMCSO reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by RMCSO. A RMCSO Representative may make such alterations or deviations, additions to, or omissions from these specifications, as may be determined to be necessary and advisable for RMCSO hours of operation and/or events. Such alterations or deviations, additions or omissions shall in no way affect or make void the Independent Contractor Agreement. If during the course of work the contractor experiences a conflict with the plans/scope of work, the contractor shall notify the RMCSO Representative before proceeding with said services.

Contractor will provide non-sworn, unarmed uniformed officers for Gate duties, and non-sworn armed uniformed security guard services for Patrol duties, as needed in an on-call basis. ***Please include photos of your current uniforms.***

All security officers and other personnel of the Contractor are the employees solely of the Contractor, not RMCSO. If RMCSO is dissatisfied with the services of a particular Security Officer, RMCSO will notify the Contractor in writing of its dissatisfaction, then the Contractor shall endeavor to replace such Security Officer with another Security Officer as soon as practical.

Gate Officer: General duties include, but are not limited to: Operating and staffing RMA security gates with on-call unarmed security guards located at the two entrances to the Rancho Murieta community on a twenty-four (24) hour a day year-round basis as needed, to include operating a communication system to maintain contact with local law enforcement, fire and other emergency services as well as appropriate entities within the District, answering telephone calls at the gates from residents and District staff, dispatching calls for service to patrol personnel, controls and monitors access to and from gated portions within the District, maintains a variety of records and statistics on vehicles and persons entering and leaving District, and prepares daily reports of activities.

Patrol Officer: General duties include, but are not limited to: Providing on-call twenty-four (24) hour a day mobile patrol of all areas within the boundaries of the District by

armed and Bureau of Security and Investigative Services (BSIS) credentialed security guards as needed, to include performing security and crime prevention work by patrolling assigned areas and marking specific checkpoints; observe and record incident information; write reports; answer calls for service and general complaints; operate a communication system to maintain contact with local law enforcement, fire and other emergency services; enforce covenants, conditions and restrictions (“CC&Rs”) related to the provision of Security Services adopted for each Association within the boundaries of the District by issuing citations, and enforce District Code violations as outlined in RMCS District Code 21, Section 8.

SP-2. PERSONNEL

1. All Patrol security personnel must possess and present upon request, a valid and current security guard registration card as issued pursuant to the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services (BSIS).
2. The assigned guards are to be highly visible and must maintain professional uniformed appearance at all times. Contractor shall ensure that all security personnel have photo identification and attach it properly to their uniforms in a readily visible manner.
3. The guard shall be highly vigilant in actively patrolling while on duty and must be able to handle difficult situations.
4. Guards shall maintain a courteous and respectful demeanor as well as be polite, cooperative, and able to work in harmony with one another, visitors, and with other RMCS District employees.
5. Abusive language used with anyone will not be tolerated and will be reason for immediate dismissal.
6. Guards will not be authorized to physically apprehend, subdue, or restrain any member of the public for any reason (unless it is an act of self-defense to protect staff, clients or oneself from harm).
7. Guards shall not excessively socialize or engage in small talk with visitors, staff or the general public while on duty.
8. Guards must be able to communicate effectively, both written and oral.
9. Guards shall arrive on time, stay at their assigned posts, and perform their assigned tasks as directed.
10. Guards are not allowed to drink alcohol, use drugs, smoke, read unauthorized material or do personal grooming while in public view.
11. In the event of an absence by a Guard, Contractor must provide a replacement Guard within one (1) hour.
12. RMCS District will not pay Contractor employees’ overtime without prior approval. All hourly rates quoted by contractor must include overtime assumptions.

**ATTACHMENT C
PROPOSER'S COMPANY INFORMATION, REFERENCES AND SUBCONTRACTORS**

Company Name:	Address:
Owner/Principal Officer:	Address of Establishment:
Email:	Website:
Telephone:	Fax:

List other license(s) and corresponding numbers/classification applicable or required for the scope of work of this proposal:

Have you ever operated this business under a different name? Yes ____ No ____
If yes, please explain:

List references of projects that your company is currently working on of similar size and scope of work for this proposal:

1. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Scope of Work: _____
Agreement Amount: _____ Agreement Start/End Date: _____

2. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Scope of Work: _____
Agreement Amount: _____ Agreement Start/End Date: _____

3. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Scope of Work: _____
Agreement Amount: _____ Agreement Start/End Date: _____

On Going Legal Proceedings: Provide details on any litigation in which your firm has been engaged in the past five (5) years. If none, then write "NONE."

**ATTACHMENT D
PROPOSER COMPANY WORK PROCESSOR INFORMATION**

As part of proposal, Proposers are required to respond to the following questions:

1. Describe your experience and expertise in providing unsworn, unarmed and armed uniformed security services in a professional office environment:

2. Describe your policy and process for supervising and managing personnel:

3. Do you provide CPR/First Aid Training to all Patrol Officers?

Yes _____ No _____

If yes, please list those who will be assigned to perform services under the Agreement and attach a copy of their current certifications to this Attachment D.

Security Guard Names:

4. Describe your process for conducting background checks for Security Guards.

5. Once employed, how do you monitor driving and criminal records for employees?

**ATTACHMENT E
SERVICES AGREEMENT**

**Rancho Murieta Community Services District
Services Agreement**

This Agreement is entered into as of the date last signed and dated below by and between Rancho Murieta Community Services District, a local government agency (“District”), and _____, a _____ ***[Insert type and jurisdiction of entity]*** (“Contractor”), who agree as follows:

1 Scope of Work

Contractor shall perform the work and render the services described in the attached Exhibit A (the “Work”). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

2 Payment

2.1 District shall pay to Contractor a fee based on ***[check one]***:

___ Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.

___ The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$_____ ***[delete this sentence if not applicable]***. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to District an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by District for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by District

based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

[The paragraphs in section 4.2 can be replaced with "Intentionally omitted" if the District is not requiring the Contractor to designate key personnel.]

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: ***[Describe Contractor's key personnel by name or by reference, e.g. the individuals whose resumes are included in Exhibit A.]*** Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify District and shall, subject to District's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by District to evaluate the proposed substitution. District shall evaluate Contractor's request and District shall promptly notify Contractor of its decision in writing.

5 Conflict of Interest

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Contractor will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Contractor possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

6 Contractor Records

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7 Ownership of Documents

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to District (“Work Product”) shall be the property of District, and District shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without District’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

[The paragraphs in this section can be replaced with the phrase “Intentionally omitted” if the District will not provide any confidential information to the Contractor.]

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the District or created by Contractor in connection with the performance of

the Work under this Agreement (the “Confidential Material”). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by District. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by District. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the District or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, District policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than District or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4 Unless otherwise directed in writing by the District, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the District that such materials have been destroyed.

9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any District facility, plant, building, structure, utility system or other property (“District Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any District Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on District machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to District up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to District the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor’s Public Works Contractor Registration Number: _____

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor’s Public Works Contractor Registration Number: _____

d. ***[This paragraph may be replaced with “Intentionally omitted” if the Work is not subject to a grant or loan agreement]*** Contractor may perform some of the Work pursuant to funding provided to the District by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on District and its sub-recipients (the “Funding Conditions”). For any such Work, if District informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to District’s Contractors and contractors performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government’s right to inspect Contractor’s work, nondiscrimination, workers’ compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents (“Indemnitees”) from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a “Claim”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of District or its employees or agents. Contractor’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a “design professional” as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor’s total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor’s proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance: ***[The general liability and automobile coverage limits may be adjusted depending on the Work’s overall risks, cost and complexity.]***

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General

		Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with admitted insurers with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Contractor.

11.2 Proof of Insurance. Upon request, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 General Provisions

12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 **Independent Contractor.** Contractor's relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Contractor shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without District's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in section 11 of this Agreement.

12.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.7 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.8 **Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

District:

Rancho Murieta Community Services District

Attn: _____

Rancho Murieta Community Services District, 15160 Jackson Road, Rancho Murieta, CA 95683

E-mail: _____

Contractor:

Attn: _____

E-mail: _____

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 **Signature Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. The Parties may execute and deliver this Agreement and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

Rancho Murieta Community Services District:

Dated: _____

By: _____

[Name]

[Title]

[Name of Contractor]:

Dated: _____

By: _____

[Name/Title]