

**Request for Proposals**  
**for**  
**MANAGED IT SERVICES**

RFP Number: 2022-001



**Chino Basin Water Conservation District**  
**July 26, 2022**

- Mandatory Site Walk at 4594 San Bernardino Road, Montclair, CA, 91763 August 12, AT 3 P.M.
- Questions regarding RFP due August 19, 2022, AT 5 P.M.
- **PROPOSALS DUE BY SEPTEMBER 2, 2022, AT 3 P.M.**
- Interviews will be tentatively scheduled the week of September 19, 2022
- Selection by October 10, 2022

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**NOTICE REQUESTING PROPOSALS FOR:  
CHINO BASIN WATER CONSERVATION DISTRICT**

**REQUEST FOR PROPOSALS (RFP) FOR MANAGED IT SERVICES**

The **CHINO BASIN WATER CONSERVATION DISTRICT**, hereinafter referred to as the **DISTRICT**, will receive responses for "Request for Proposals for Managed IT Services until **SEPTEMBER 2, 2022, AT 3 P.M.** at the Chino Basin Water Conservation District, located at 4594 San Bernardino Street, Montclair, California 91763.

Questions relating to this request for proposal should be directed to Toyasha Sebbag, Assistant General Manager at [tsebbag@cbwcd.org](mailto:tsebbag@cbwcd.org) stating the company name, address, contact name, title, and telephone numbers.

The envelope containing the Response to RFP must be sealed and contain the words "Response to Request for Proposals for Managed IT Services for the Chino Basin Water Conservation District."

It is the responsibility of the consultants to make sure the Response to RFP is in the possession of the Chino Basin Water Conservation District, prior to the date and time indicated. Otherwise, the RFP response will be rejected and not considered.

**Proposals received after the deadline will be considered late. Late proposals will not be accepted and will be returned to the proposer unopened.**

**Faxed or emailed proposals are not acceptable.**

**NOTICE TO CONSULTANTS**

In addition to invitations issued to prospective consultants the RFP will be posted on the District's website to solicit additional responses from any other interested consultants.

There may be one or more amendments to this solicitation. In order to receive copies or notices of any such amendments, you must provide the information requested below to: Toyasha Sebbag, at tsebbag@cbwcd.org. The District will send amendments only to those consultants that complete and return this form in a timely manner. The return of this requested information form may be made by e-mail only.

**RFP Reference      MANAGED IT SERVICES**

**Company Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Amendments will be issued via email only.** Any alteration to the documents by the consultant may be grounds for rejection of the RFP or cancellation of any subsequent award.

# REQUEST FOR PROPOSALS ("RFP") FOR MANAGED IT SERVICES FOR THE CHINO BASIN WATER CONSERVATION DISTRICT

The Chino Basin Water Conservation District (District) is inviting qualified consultants to submit proposals to provide Managed IT Services with tasks detailed in **APPENDIX A. PRELIMINARY SCOPE OF WORK.**

## 1. INTRODUCTION

This Chino Basin Water Conservation District is requesting proposals from qualified IT consultants (hereafter called, "Consultant") to better meet the business needs for performance, flexibility, stability, and redundancy. IT is a critical component for the organization and is used daily by every employee to provide services to the community. The District requires an IT solution and reliable services that:

- Address the gap between existing and required competencies as identified in the IT Cybersecurity Assessment performed by the District's consultant.
- Bring system configuration and security to industry best practice standards, improving performance, and reducing support issues.
- Improve the end-user experience by providing a high-quality Help Desk for District staff.
- Provide flexibility in meeting future system needs as the IT infrastructure evolves.

Cost, technical skills and flexibility of solution are all key considerations.

## 2. REQUIREMENTS FOR MANAGED IT SERVICES

The District will seek to award the contract to the responsible and responsive bidder that demonstrates the ability to meet the needs of the District for the project outlined in this RFP. **Past experience in performing similar services will be a heavily weighted factor in the selection process.**

Quality of performance on previous contracts; ability to meet schedules and budgets; ability to communicate well with District staff, other agencies, and other consultants, will be some of the attributes and factors considered.

The consultant and sub-consultants working for the consultant shall have full understanding of a wide variety of project types and requirements, in order to complete various types and sizes of projects issued by the District.

All consultants participating in this RFP process will be required to submit the following information:

- The legal name of your company, address, and telephone number.
- The year your present company was established as currently being operated.
- The company's current number of personnel.
- Describe the structure of your organization (i.e. whether an individual, partnership, corporation, joint venture, etc.).
- The consultant's current annual dollar volume of work.

- A list of contracts that the consultant has had with public agencies during the past five years.
- Identification of the principal contact with the District.
- The name, address, and telephone number of the person to whom correspondence should be directed.
- A representative listing of clients with up-to-date contact information that have received similar services for Managed IT Services projects as described in this RFP. Email address of reference clients that the District can contact for reference checks.
- Resumes.

### 3. SCHEDULE OF RFP EVENTS

It is the goal of the District to select the consultant by **OCTOBER 2022**. In preparation for that action, the following schedule of events have been prepared.

Release of RFP	<b>July 26, 2022</b>
Mandatory Site Walk	<b>August 12, 2022, AT 3 P.M.</b>
Deadline for Written Questions	<b>August 19, 2022, AT 5 P.M.</b>
Responses to Questions	<b>August 26, 2022, AT 5 P.M.</b>
Proposals are Due	<b>September 2, 2022, AT 3 P.M.</b>
Interviews [OPTIONAL]	<b>WEEK OF September 19, 2022</b>
Approval of Contract	<b>October 10, 2022</b>

\*\*All dates are subject to change at the discretion of the District.

All questions, requests for clarifications, changes, exceptions or deviations to the Scope of Work set forth in this RFP must be submitted **via email**:

Toyasha Sebbag  
Chino Basin Water Conservation District  
Email: tsebbag@cbwcd.org

The District will respond to all written questions, if applicable, by issuing a written addendum. Prospective consultants are encouraged to submit the consultants contact form on page 2 to receive any addenda.

### 4. PERIOD OF PERFORMANCE

Performance under a Professional Services Agreement entered into pursuant to this RFP is intended to commence after October 10, 2022, and the contract will be for a three (3) year period with the option to extend for an additional two (2) years, for a total of five (5) years.

## 5. RFP SUBMITTAL

**Three (3) copies** of the proposals, including one copy containing an original signature, must be provided no later than **SEPTEMBER 2, 2022, AT 3 P.M.** Submittals received after this time will not be accepted and will be returned unopened.

All submittals should be clearly marked with the submittal address as follows:

Chino Basin Water Conservation District  
Attention: Toyasha Sebbag  
4594 San Bernardino Street  
Montclair, CA 91763

### **RFP Submittal for:**

Request for Proposals for Managed IT Services for the District.

## 6. COST OF RFP PREPARATION

The District reserves the right to amend, withdraw and cancel this RFP. The District reserves the right to reject all responses to this RFP at any time prior to contract execution. The District reserves the right to request or obtain additional information about any and all responses.

The District shall not be liable for any pre-contractual expenses incurred by any consultant preparing a submittal or portions thereof by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the District from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by consultants, if any, in:

- Preparing the proposals and related information in response to this RFP
- Negotiations with the District or any matter related to this procurement
- Costs associated with interviews, meetings, travel, or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed

## 7. WITHDRAW OF PROPOSAL

Request of Proposals may be withdrawn by written notice received by the District at any time **prior to the submittal deadline**. Withdrawals may be submitted to Toyasha Sebbag via email at [tsebbag@cbwcd.org](mailto:tsebbag@cbwcd.org).

## 8. GENERAL TERMS AND CONDITIONS

**APPENDIX B** contains a copy of the District's Professional Services Agreement (PSA). Each prospective consultant is expected to review the general terms and conditions and acknowledge their acceptance of **APPENDIX B** in the proposal cover letter. The District

reserves the right to further clarify the terms and conditions. **Consultants may suggest changes during the written questions period for the RFP process for review by legal counsel.**

## **9. KEY PERSONNEL**

It is imperative that the key personnel providing the requested services have the background, experience, and qualifications to provide the services described in this RFP. The District reserves the right to approve all key personnel individually and all sub-consultants for work on this contract. The consultant must identify all proposed key personnel. The proposal shall include a table for key personnel showing their availability to provide Managed IT Services. Additional staff including but not limited to sub-consultants shall be part of team.

All key staff shall be named in the contract. **After the contract is signed, the consultant may not replace key staff without written agreement by the District.** The District must approve the replacement of key staff members before a substitute person is assigned to this Managed IT Services contract. The District reserves the right to request that the consultant replace a staff person assigned to the contract should the District consider such a replacement to be for the good of the project. Replacement staff would be subject to District approval prior to assignment to the team.

## **10. CONTRACT TYPE (TIME AND MATERIALS)**

The Compensation/Fee for this contract will be based on firm fixed hourly rates subject to an overall contract cap including the reimbursement of other direct charges. The rates will be fixed for the duration of the PROFESSIONAL SERVICES AGREEMENT (PSA). Any changes in the hourly rate charges will require the District's advance written approval.

## **11. SCOPE OF WORK**

A scope of work for this contract is included in **APPENDIX A** of this RFP.

## **12. NEGOTIATIONS AND AWARD**

All RFP submittals will be reviewed, evaluated and scored by a panel in accordance with Section 15. The District reserves the right to terminate this solicitation at any time and for any reason.

## **13. PREPARATION OF PROPOSAL**

The proposals shall be signed and sealed by a duly authorized official of the prime consulting firm. The proposals shall contain an acknowledgment of receipt of all amendments and/or addenda to the RFP.

## **14. REQUIRED CONTENT AND FORMAT OF REQUEST FOR PROPOSALS**

The District requires a specific format for the proposals. The proposals, not including the



Appendices, shall not exceed 25 pages in length. Submission of a folded 11x17 sheet will be allowable and be counted as one (1) page towards the 25 page limitation requirement.

#### **14.1 Cover Letter**

The cover letter shall be limited to two (2) pages maximum and will not be counted as part of the total pages count for the submittal. The cover letter shall include a summary of the proposal, including a brief description of the consultant(s), and other key staff. It shall include a commitment to accept the terms and conditions in the RFP and the Professional Services Agreement (PSA). **Acknowledge acceptance of APPENDIX B in the RFP cover letter**. The letter shall also identify a single person for possible contact during the RFP review process.

#### **14.2 Project Understanding, Approach, and Scope of Work**

This section should demonstrate an understanding of the scope of work requested in this RFP (**APPENDIX A**). It should describe the general approach, organization, and staffing required for the services requested. All sub-consultants and their roles should be identified. The consultant shall include a matrix/summary identifying key personnel responsible for accomplishing all aspects of the work.

#### **14.3 Qualifications of Consultant Staff and Sub-consultant Staff**

This section shall identify the qualifications and related experience of **key and significant staff** (i.e. direct reports and any others performing important tasks) assigned to the contract.

This section shall also include resumes of all staff identified above. The resumes shall include a summary of relevant management and work experience, years of relevant experience, the current and proposed office location of the person, and a statement of availability. Two references shall be provided for each key staff member.

#### **14.4 Fee Schedule**

**APPENDIX A** provides the format for submitting your cost proposal, which must coincide with the Scope of Work & Deliverables in your Proposal. Proposals that omit cost data may be deemed unresponsive and be omitted from further consideration or negotiations in the evaluation process. Fill out the cost data and include this as part of your Proposal. Changing the structure of this worksheet is discouraged. If you choose to make changes you must ensure the final calculations are accurate.

#### **14.5 Completed/Signed Forms**

- APPENDIX "C" – DISQUALIFICATION QUESTIONNAIRE
- APPENDIX "D" – DISCLOSURE OF GOVERNMENT POSITIONS
- APPENDIX "E" – EX PARTE COMMUNICATIONS CERTIFICATION

## 15. EVALUATION PROCESS AND CRITERIA

The District will seek to award the contract to the responsible and responsive bidder that demonstrates the ability to meet the needs of the District for the project outlined in this RFP.

The District will appoint a selection panel to evaluate the proposals. Each member of the selection panel will evaluate each RFP using a 100-point scale and the evaluation criteria listed below to calculate a "proposal score" for each consultant. Each member will then rank the consultants by their respective "proposal score".

### WRITTEN RFP EVALUATION CRITERIA:

- Demonstrated ability to provide necessary service and support based on industry expertise and experience, including experience with government IT services, and reference check. 40 Points
- Fee schedule and overall monetary cost of services. 30 Points
- Technical certifications and experience. 20 Points
- Response time assurances. 10 Points

**TOTAL POSSIBLE SCORE: 100 Points**

Each panel member will rank the consultants by their respective "proposal score." The selection panel will convene to discuss and evaluate scoring, and to select a short list of the top-ranked consultants based upon the rankings (not scores) of the responding consultants.

The top ranked consultants may be invited to respond to questions about their submittals at an oral interview. Presenters will be expected to participate in the interview to a degree commensurate with their role in the consultant's RFP. Notification to the short-listed consultants will include a time limit for their presentation after which the selection panel will evaluate each presentation using a 100-point scale and the following evaluation criteria to calculate an "oral-interview score" for each short-listed consultant.

### ORAL PRESENTATIONS OF TOP RANKED CONSULTANTS:

- Clear understanding of the project, needs, and potential issues, and approach to Managed IT Services. 20 Points
- Demonstrated customer service quality and support. 20 Points
- Project cost and schedule control. 20 Points

- Project Manager’s prior experience with similar projects; depth and availability of required resources performance. 20 Points
- Oral communication/interpersonal skills including responses to questions. 20 Points

**TOTAL POSSIBLE SCORE: 100 Points**

After the oral interviews are complete, each selection panel member will rank the consultants by their respective "oral-interview score" (scores and rankings from the written evaluations are not considered). The selection panel will determine the highest qualified consultant based on the rankings (not scores) of the oral interviews. The General Manager will submit the recommendation of the selection panel to the Board of Directors for approval.

Upon selection of the successful consultant and prior to the execution of the Contract, the Consultant is required to submit to the District the required insurance certificates for the Consultant, and if appropriate its sub-consultants.

**16. NOTIFICATION AND DEBRIEFING OF UNSUCCESSFUL OFFERERS**

The Assistant General Manager shall notify all of the consultant teams of the selection panel's recommendation once the recommendation is transmitted to the Board of Directors. Consultants desiring a debriefing will be allowed to make an appointment with the **General Manager**. Debriefings will not be scheduled until the District has acted on the recommendation of the selection panel.

**17. ADDITIONAL INFORMATION**

**17.1 EQUAL EMPLOYMENT OPPORTUNITY**

The District is an equal opportunity employer and requires all consultants to comply with policies and regulations concerning equal employment opportunity.

**17.2 PUBLIC INFORMATION ACT REQUESTS**

All information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.), and the use and disclosure of all information submitted to the District will be governed by this Act.

## **APPENDIX A**

### **PRELIMINARY SCOPE OF WORK**

**APPENDIX A  
PRELIMINARY SCOPE OF WORK**

The District is inviting qualified consultants to submit proposals to provide Managed IT Services, which includes, but is not limited to the following tasks:

Tasks	Description	Rate
1	<p><b>Managed IT Services</b></p> <ul style="list-style-type: none"> <li>A. Remote Support and Live Help Desk               <ul style="list-style-type: none"> <li>i. Monthly hours included with contract</li> <li>ii. Cost of additional monthly hours</li> </ul> </li> <li>B. Onsite Support               <ul style="list-style-type: none"> <li>i. Monthly hours included with contract</li> <li>ii. Cost of additional monthly hours</li> </ul> </li> <li>C. Helpdesk and Emergency Support Services</li> <li>D. Server Reliability/Monitoring               <ul style="list-style-type: none"> <li>i. Managed Cloud Backups and Monitoring/Testing (protects against theft/ransomware)</li> <li>ii. Critical and Security Patches</li> <li>iii. Advanced Security (anti-virus and malware protection)</li> <li>iv. Regular administrative review of hardware/software to make sure things are running smoothly (2 x month) and will make recommendations of hardware replacement due to failures</li> </ul> </li> <li>E. Workstation Support               <ul style="list-style-type: none"> <li>i. Critical and Security Patches</li> <li>ii. Advanced Security (Anti-virus and malware protection)</li> <li>iii. Periodic technical review of hardware/software to make sure things are running smoothly</li> </ul> </li> <li>F. Managed Microsoft Office 365 to add/remove users, setup email boxes, all remote support for Microsoft Office</li> </ul>	
2	<p><b>Guarantee</b> – Consultant will provide all customary, scheduled, and routine services required under this Agreement in a reasonably prompt and timely manner. In addition, Consultant shall meet or exceed the following requirements in responding to specific requests for service:</p> <ul style="list-style-type: none"> <li>A. Critical Emergency – Service not available/All users and functions unavailable               <ul style="list-style-type: none"> <li>i. Priority level 1</li> <li>ii. Response Time – Within 2 business hours</li> </ul> </li> <li>B. Urgent – Large number of users or business critical functions affected               <ul style="list-style-type: none"> <li>i. Priority level 2</li> <li>ii. Response Time – Within 4 business hours</li> </ul> </li> <li>C. High – Limited degradation of service, limited number of users or functions affected, business process can continue               <ul style="list-style-type: none"> <li>i. Priority level 3</li> </ul> </li> </ul>	

	<ul style="list-style-type: none"> <li>ii. Response Time – Within 6 business hours</li> <li>D. Normal – Small service degradation, business process can continue, one user affected <ul style="list-style-type: none"> <li>i. Priority level 4</li> <li>ii. Response Time – Within 1 business day</li> </ul> </li> <li>E. Low Priority – Maintenance needed, no noticeable degradation to any users, user requested install or upgrade <ul style="list-style-type: none"> <li>i. Priority level 5</li> <li>ii. Response Time – Within 2 business days</li> </ul> </li> </ul>	
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**Additional Contract Considerations:**

**3. District's IT Information**

- A. One (1) Server
- B. One (1) Network
- C. Applications include QuickBooks for finance, Office 365 for standard business applications as well as e-mail hosting, Microsoft Teams, and Adobe Creative Suite, specifically Autocad.
- D. About 22 workstations
- E. Considering migrating to a cloud server application and would like an itemized quote for this service
- F. Implementation of an Multifactor authentication (MFA)
- G. Conducting annual security awareness training for all employees
- H. Ensuring employees are being regularly tested on cyber diligence via controlled phishing campaigns

**4. Documentation** – Successful consultant will be expected to ensure proper documentation for the implementation of new technology, general management, and operations. This includes basic user communications around IT practices to secure network such as onboarding/off boarding practices or addressing SPAM and phishing attempts, and virus protection. Consultant shall develop procedural documentation.

**5. Network Administration** – Successful consultant will be responsible to provide general and routine maintenance and monitoring of the District's IT infrastructure including Wi-Fi systems, switches, firewalls, routers and other network and security devices. Consultant will also perform the installation and maintenance of network devices and servers, and patches and upgrades as needed to stay current with security and configuration standards and best practices. Consultant shall implement a proactive monitoring system of the network equipment including alert notifications in the event of device failure to monitor and report on network performance and capacity, etc. Consultant will be responsible for adding, deleting or changing user network and Office 365 accounts and ensure that each account is working efficiently and effectively free of errors. Consultant shall develop procedural documentation and back-up plans.

**6. Hardware/Software Administration** – Successful consultant shall manage hardware, software, and operating systems necessary for the quality, security, performance, availability, recoverability and reliability of the system. Consultant shall ensure scheduled preventive maintenance for equipment is promptly performed including changes, upgrades, patches, etc. Consultant shall also carry out the installation and maintenance of printers, scanners, phones (physical and software based), cellular phones, servers, network devices

and other computer peripherals. This includes all configuration management, and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user is critical.

**7. Security and Backup Services** – Successful consultant shall ensure that all servers, desktops and laptops are protected by antivirus and anti-malware software and that adequate firewalls are in place and configured to prevent unwanted intrusion into the network and end user devices. Procedures shall be implemented to notify the District when system securities are breached. Successful consultant shall perform regular security audits and notify District staff immediately of suspected breach of security or intrusion detection. Consultant shall also manage a backup system and process to prevent loss of data and functionality as well as reduce downtime. Disaster recovery including quarterly test restore from backup.

**8. Help Desk** – Successful consultant will diagnose and correct desktop applications issues, configure all computers for standard applications; identify and correct end user hardware problems and perform advanced troubleshooting; create and maintain MAC/PC/handheld device images; install PC's, laptops, tablets, printers, phones (physical and software), cellular phones, peripherals, and software. Consultant shall have access and be available during normal business hours with after-hours support required for system upgrades or emergencies. **Successful consultant must be capable of supporting Apple Mac OSX and iOS devices, Android device, Microsoft Windows 7 and Windows 10 devices.**

**9. Software/Hardware Procurement** – Successful consultant will be required to support the District's procurement policies for hardware/software to include obtaining quotes from vendors, interfacing with vendors on renewals, and supporting build vs. buy analysis.

**10. System Reporting** – Successful consultant will be expected to produce monthly dashboard reporting on the health of the District's network and systems for District staff.

**11. Ticket Tracking System** – Successful consultant will have the capability to demonstrate a successful ticket tracking, communication, and monitoring system that would track open cases, show if/when the ticket has been assigned, demonstrate an expected timeframe for the ticket to be closed and track work performed by IT consultant.

## **APPENDIX B**

### **PROFESSIONAL SERVICES AGREEMENT ("PSA")**



**APPENDIX B  
PROFESSIONAL SERVICES AGREEMENT (“PSA”)**

**CHINO BASIN WATER CONSERVATION DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this [DATE] day of [MONTH, YEAR] by and between the CHINO BASIN WATER CONSERVATION DISTRICT, a special district organized under the laws of the State of California with its principal place of business at 4594 San Bernardino Street, Montclair, CA 91763 (“District”) and [INSERT CONTRACTOR NAME], a [INSERT TYPE OF LEGAL ENTITY, I.E. CORPORATION, PARTNERSHIP, ETC.] with its principal place of business at [INSERT ADDRESS], CA [INSERT ZIP] (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing [SERVICE TYPE] to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project

District desires to engage Consultant to render such services to support [SERVICE TYPE] the District on projects as they may arise and are procured (“Project”) as set forth in this Agreement.

**3. TERMS.**

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [SERVICE TYPE] consulting services necessary for the Project (“Services”). The Services are more particularly described in EXHIBIT “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from [DATE] TO [DATE], WITH THE OPTION OF TWO ONE (1) YEAR EXTENSIONS, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in EXHIBIT "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: [INSERT NAMES OF PERSONNEL].

3.2.5 District's Representative. The District hereby designates [DISTRICT REPRESENTATIVE], or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates [INSERT COMPANY DESIGNEE], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement.

The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in future submitted proposals and Exhibit "A" attached hereto, or which may be separately agreed upon in writing by the District and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the District will suffer damage. Consultant acknowledges that the actual damages likely to result from breach of the Performance Time and Performance Milestone provisions are difficult to ascertain on the date this Agreement is entered into and may be difficult for the District to prove in the event of a breach. Therefore, the parties intend that the payment of Liquidated Damages in the amount of Five Hundred Dollars (\$500) for each day of delay would serve to reasonably compensate the District for the District's actual damages sustained, and not as a penalty, due to any breach by Consultant of its Performance Time and Performance Milestone obligations under this agreement, and Consultant agrees to pay this amount to the District for each incident of material breach of the Performance Time and Performance Milestone provisions.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all

Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the District to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or

provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 MINIMUM; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 MINIMUM; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 MINIMUM; per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

C. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the District will be promptly reimbursed by Consultant or the District may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the District may suspend or terminate this Agreement.

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 MINIMUM; per claim, and shall be endorsed to include contractual liability. Defense costs shall be paid in addition to the limits.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the District, before the District's own primary

insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

B. Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(B).

C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.5 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the District, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Consultant, the District may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and the District shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.

3.2.11.9 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.10 Reporting of Claims. Consultant shall report to the District, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data,



documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. For tasks assigned and for which compensation is on an hourly basis, Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without a written change order authorized by the Board of Directors.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### 3.4 Termination of Agreement.

3.4.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written

notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### 3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of District, and shall not be used in whole or in substantial part by Consultant on other projects without the District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (5) years following completion of the Project, and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design

professionals other than Consultant or its subconsultants, or those provided to Consultant by the District.

3.5.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

### 3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:**

[INSERT CONSULTANT INFORMATION]

[INSERT ADDRESS]

[INSERT CITY, STATE, ZIP]

[INSERT CONTACT]

**District:**

Chino Basin Water Conservation District  
4594 San Bernardino Street  
Montclair, CA 91763  
Attn: GENERAL MANAGER

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of District's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against District or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse District for the cost of any settlement paid by District or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et

seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE DISTRICT  
AND [INSERTCONSULTANT]**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the [DATE]  
day of [MONTH, YEAR].

**CHINO BASIN WATER  
CONSERVATION DISTRICT**

By: \_\_\_\_\_  
[INSERT NAME]  
President, Board of Directors

*Attest:* \_\_\_\_\_  
[INSERT NAME]  
Board Secretary

**[INSERT CONSULTANT]**

By: \_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_  
Name *(Print)*  
\_\_\_\_\_  
Title *(Print)*

By: \_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_  
Name *(Print)*  
\_\_\_\_\_  
Title *(Print)*

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

[INSERT SCOPE OF SERVICES]



**EXHIBIT "B"**  
**COMPENSATION**

[INSERT COMPENSATION RATES FOR CONSULTANTS]

## **APPENDIX C**

### **COST PROPOSAL**

**APPENDIX C**  
**COST PROPOSAL FOR MANAGED IT SERVICES**

Compensation rates shall remain firm for a minimum of two (2) years. Any and all requests for adjustments for contract renewal period shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed adjustments shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for San Bernardino County, CA. All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov)).

## **APPENDIX D**

# **DISQUALIFICATION QUESTIONNAIRE**



**APPENDIX E**  
**DISCLOSURE OF GOVERNMENT POSITIONS**



**APPENDIX F**

**EX PARTE  
COMMUNICATIONS  
CERTIFICATION**



**APPENDIX F  
EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Consultant and Consultant's representatives have not had any communication with a District Board of Director concerning **RFP FOR MANAGED IT SERVICES** at any time after **JULY 26, 2022**.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print**

**OR**

I certify that Consultant and Consultant's representatives have communicated after **JULY 26, 2022**, with a District Board of Director concerning **RFP FOR MANAGED IT SERVICES**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print**

## **APPENDIX G**

## **REFERENCES**

**APPENDIX G  
REFERENCES**

Consultant: \_\_\_\_\_

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Consultant must provide requested number of references, or the bid may be considered "non-responsive." References should be current or former customers. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate page.

**Reference #1:**

Company Name: \_\_\_\_\_

Address (include Zip) \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Product(s)	Used	and/or	Service(s)	Provided:
_____				
_____				
_____				
_____				
_____				

**Reference #2:**

Company Name: \_\_\_\_\_

Address (include Zip) \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Product(s)	Used	and/or	Service(s)	Provided:
_____				
_____				
_____				
_____				
_____				

**Reference #3:**

Company Name: \_\_\_\_\_

Address (include Zip) \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Product(s)	Used	and/or	Service(s)	Provided:
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