



# MISSION OAKS

## RECREATION & PARK DISTRICT

Mission Oaks Recreation and Park DISTRICT

Sacramento County, California

CONTRACT DOCUMENTS

### **Security Services**

Proposal, Contract, and Specifications

May 7, 2024

# **REQUEST FOR PROPOSALS FOR Security SERVICES**

**TO WORK WITH THE MISSION OAKS RECREATION AND PARKS DISTRICT**

## **INTRODUCTION**

The purpose of this Request for Proposals (RFP) is to identify and retain a firm for the provision of security services for The Districts (3) Facilities and its (15) public Parks.

## **NOTICE IS HEREBY GIVEN:**

That the Mission Oaks Recreation and Park District will receive proposals from firms for security Services as outlined in this RFP by the date and at the address listed below:

## **PROPOSALS DUE:**

**2:00 PM on May 24, 2024**

Attn: J.R. Hichborn, Parks Superintendent  
Mission Oaks Recreation and Parks District  
3344 Mission Avenue  
Carmichael, CA 95608

# REQUEST FOR QUALIFICATIONS

## Custodial SERVICES

### Table of Contents

<a href="#">SECTION 1: INTRODUCTION</a> .....	5
<a href="#">1.1 Statement of Purpose</a> .....	5
<a href="#">1.2 Scope of Work – See Section 10 for Additional Details, and Bid Forms</a> .....	5
<a href="#">SECTION 2: SUBMITTAL DEADLINE</a> .....	6
<a href="#">SECTION 3: GENERAL REQUIREMENTS AND INFORMATION</a> .....	6
<a href="#">3.1 District Contact for Request for Proposals</a> .....	6
<a href="#">3.2 Required Review and Waiver of Objections by Responding Firms</a> .....	6
<a href="#">3.3 Proposals</a> .....	6
<a href="#">3.4 Proposal Preparation, Interview and Negotiation Costs</a> .....	7
<a href="#">3.5 Proposal Withdrawal</a> .....	7
<a href="#">3.6 Proposal Amendment</a> .....	7
<a href="#">3.7 Proposal Errors</a> .....	7
<a href="#">3.8 Incorrect Proposal Information</a> .....	7
<a href="#">3.9 Prohibition of Respondent Terms and Conditions</a> .....	7
<a href="#">3.10 Assignment and Sub-contracting</a> .....	7
<a href="#">3.11 Proposal of Alternate Services</a> .....	8
<a href="#">3.12 Proposal of Additional Services</a> .....	8
<a href="#">3.13 Insurance</a> .....	8
<a href="#">3.14 Licensure and Special Certification</a> .....	8
<a href="#">3.15 Conflict of Interest and Restrictions</a> .....	8
<a href="#">3.16 RFP Amendment and Cancellation</a> .....	9
<a href="#">3.17 Right of Rejection</a> .....	9
<a href="#">3.18 Disclosure of Proposal Contents</a> .....	9
<a href="#">3.19 Proprietary Information</a> .....	9
<a href="#">3.20 Severability</a> .....	10
<a href="#">SECTION 4: SPECIAL REQUIREMENTS</a> .....	10
<a href="#">4.1 Joint Ventures and Partnering</a> .....	10
<a href="#">SECTION 5: STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT</a> .....	10
<a href="#">5.1 General Proposal Requirements</a> .....	10

<u>5.2 Proposal</u> .....	11
<u>SECTION 6: COST PROPOSAL</u> .....	14
<u>SECTION 7: EVALUATION, CONSULTANT SELECTION, AND CONTRACT AWARD</u> .....	14
<u>7.1 Proposal Evaluation Categories and Maximum Points</u> .....	14
<u>7.2 Proposal Evaluation Process</u> .....	15
<u>7.3 Contract Award Process</u> .....	16
<u>SECTION 8: STANDARD CONTRACT INFORMATION</u> .....	16
<u>8.1 Contract Approval</u> .....	16
<u>8.2 Contract Payments</u> .....	16
<u>8.3 RFP and Proposal Incorporated into Final Contract</u> .....	16
<u>8.4 Contract Monitoring</u> .....	16
<u>8.5 Contract Amendment</u> .....	17
<u>SECTION 9: Maintenance Specifications</u> .....	17
<u>SECTION 10: Written Work Plan</u> .....	23
<u>SECTION 12: Standard Contract</u> .....	24
<u>SECTION 11: Proposal Forms</u> .....	39

## **SECTION 1: INTRODUCTION**

### **1.1 Statement of Purpose**

The purpose of this Request for Proposals (RFP) is to identify and retain a qualified firm for the provision of security services for the Districts (3) Facilities and its (15) public Parks.

### **1.2 Scope of Work – See Section 10 for Additional Details and Bid Forms**

The selected firm shall serve as the District's representative when designated. J.R. Hichborn, Parks Superintendent, shall oversee and facilitate the activities of the firm with other government agencies or District departments as needed. The selected firm shall provide professional services and expertise related to the provision of security services in compliance with the governing codes and applicable regulations.

#### **1.2.1 Maintenance Specifications**

The overall list of tasks that are intended to be the responsibility of the selected firm are described in the Additional requirements detailed in Attachment 10.1, provided below.

#### **1.2.2 Equipment and Supplies**

The Contractor shall furnish all tools, materials, supplies, and equipment to perform the tasks identified in Section 1.2.1 above.

#### **1.2.3 Mandatory Responding Firm's Qualifications Requirements (see sections 3.15 and 5.2.2)**

At the time the bid proposal is submitted, the Contractor must possess: (a) A minimum of five (5) years' experience in security services; (b) A current and valid California Driver's License; and (c) Contractors license valid in the state of California

#### **1.2.4 Area Definitions**

The following is a list of locations which are included in this RFP. If at any time, additional locations are developed or added to the contract, pricing will be negotiated by the District and the Contractor.

Swanston Community Park – Facility and Park  
Ashton Park  
Valley Oak Park  
Hazelwood Greens  
Eastern Oak Park  
Mission North Park – Facility and Park  
Gibbons Community Park – Facility and Park  
Cowan Park (School site)  
Maddox Park  
Maintenance shop  
Oak Meadow Park

Orrville Wright Park  
Sierra Oak Park  
Shelfield Park  
Windemere Park

## **SECTION 2: SUBMITTAL DEADLINE**

Proposals shall be submitted no later than the deadline specified on page 2. Firms shall respond to the written RFP and any exhibits, attachments, or amendments. A responding firm's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Responding firms assume the risk of the method of dispatch chosen. The District assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt of the proposal by the District. Late proposals shall not be accepted, nor shall additional time be granted to any responding firm.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

## **SECTION 3: GENERAL REQUIREMENTS AND INFORMATION**

### **3.1 District Contact for Request for Proposals**

The following District Representative shall be the main point of contact for this RFP.

Attn: J.R. Hichborn, Parks Superintendent  
Mission Oaks Recreation and Parks District  
3344 Mission Avenue Carmichael, CA 95608  
Office (916) 359-1606

### **3.2 Required Review and Waiver of Objections by Responding Firms**

Responding firms should carefully review this RFP and all attachments, including, but not limited to, the *Standard Contract*, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). **Comments must be made in writing and received by the District no later than May 17, at 2:00 PM** (Deadline for Written Comments). Questions can be faxed or emailed to [JRHichborn@MORPD.com](mailto:JRHichborn@MORPD.com). This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Objections shall be considered waived and invalid if not brought to the attention of the District, in writing, by the Deadline for Written Comments.

### **3.3 Proposals**

**3.3.1** Responding firm shall respond to this RFP with a proposal. One (1) original and two (2) copies of the proposal shall be submitted to the District in a sealed package and clearly marked: "***Proposal for security Services***"

**3.3.2** All proposals must be submitted at the following address by the date and time identified in the Proposals Due on page 2.

Attn: J.R. Hichborn, Parks Superintendent  
Mission Oaks Recreation and Park District  
3344 Mission Avenue  
Carmichael, CA 95608

### **3.4 Proposal Preparation, Interview and Negotiation Costs**

The District shall not be responsible for and/or shall not pay any costs associated with the preparation, proposal, or presentation of any proposal, or costs incurred by the responding firms during the interview and negotiations phase of the solicitation process.

### **3.5 Proposal Withdrawal**

To withdraw a proposal, the responding firm must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals.

### **3.6 Proposal Amendment**

The District shall not accept any amendments, revisions, or alterations to the proposal after the deadline for the proposal.

### **3.7 Proposal Errors**

Responding firms are liable for all errors or omissions contained in their proposal. Responding firms shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

### **3.8 Incorrect Proposal Information**

If the District determines that a responding firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the responding firm knew or should have known was materially incorrect, the proposal may be rejected in the District's sole discretion.

### **3.9 Prohibition of Respondent Terms and Conditions**

A responding firm may not submit the firm's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the District, at its sole discretion, may reject the proposal, unless the proposed terms are in accordance with Section 5.2.1.6 below.

### **3.10 Assignment and Subcontracting**

**3.10.1** The selected firm(s) may not subcontract, transfer, or assign any portion of the contract without prior written approval from the District. Each subcontractor / subconsultant must be approved in writing by the District in its sole discretion. The substitution of one subcontractor / subconsultant for another may be made only at the discretion of the District and with prior written approval from the District.

**3.10.2** Notwithstanding the use of approved subcontractor / subconsultant, the selected firm(s), if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

### **3.11 Proposal of Alternate Services**

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFP) will be considered non-responsive and rejected.

### **3.12 Proposal of Additional Services**

If a responding firm indicates the capability and offers services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing, at the sole discretion of the District. The cost for any such additional services shall be mutually agreed upon by the selected firm(s) and the District and incorporated into the contract before contract signing.

### **3.13 Insurance**

The apparent successful responding firm will be required to provide proof of insurance as set forth in the attached Standard Contract prior to commencing work.

### **3.14 Licensure and Special Certification**

Before a contract pursuant to this RFP is signed, the selected firm(s) must hold all necessary applicable business and professional licenses, and certifications. The District may require any or all responding firms to submit evidence of proper licensure and certifications.

**3.14.1 Contractor Registration.** Pursuant to Labor Code section 1725.5, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

**3.14.2 Prevailing Wages.** Responding firms are hereby notified that the DIR has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. Copies of the current schedules for California prevailing wages are located on the Department of industrial relations (DIR) website, and the contents of those schedules are included herein as if set forth in full.

### **3.15 Conflict of Interest and Restrictions**

By submitting a proposal, the responding firm certifies that no amount shall be paid directly or indirectly to an employee or official of the District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the responding firm in connection with the procurement under this RFP.



### **3.16 RFP Amendment and Cancellation**

The District reserves the unilateral right to amend this RFP in writing at any time. The District also reserves the right to cancel or reissue the RFP at its sole discretion. The District shall post copies of the RFP and amendments on the webpage under [www.MORPD.com](http://www.MORPD.com) and it shall be the responsibility of the responding firm to monitor the posting of written responses. Responding firms shall respond to the final written RFP and any exhibits, attachments, and amendments.

### **3.17 Right of Rejection**

**3.17.1** The District reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

**3.17.2** Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Responding firms must comply with all of the terms of this RFP and all applicable state and local laws and regulations. The District may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

**3.17.3** Responding firms may not restrict the rights of the District or otherwise qualify their proposals. If a responding firm does so, the District may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

**3.17.4** The District reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the District. Where the District waives variances in proposals, such waiver does not modify the RFP requirements or excuse the responding firm from full compliance with the RFP. Notwithstanding any variance, the District may hold any responding firm to strict compliance with the RFP.

### **3.18 Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP procurement process become the property of the District. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation and selection process. Upon the completion of the evaluation and selection process, indicated by approval of a contract for services emanating from this RFP by the District Advisory Board or by rejection of all proposals, the proposals and associated materials shall be open for review by the public to the extent required by the California Public Records Act. By submitting a proposal, the responding firm acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

### **3.19 Proprietary Information**

The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each responding firm may clearly label part of a proposal as "CONFIDENTIAL." In doing so, the responding firm thereby agrees to indemnify and defend the District. The failure to so label any information that is released by the District shall constitute a complete waiver of all claims for damages caused by or related to any release of the information. If a public records request for labeled information is received by the District, the District will endeavor to notify the responding firm of the request and delay access to the material until seven

(7) working days after the District's receipt of the public records request. Within that time delay, it will be the duty of the responding firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

### **3.20 Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the District and responding firms shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

## **SECTION 4: SPECIAL REQUIREMENTS**

### **4.1 Joint Ventures and Partnering**

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the District as a result of the participation of multiple entities.

**4.1.1** The proposal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.

**4.1.2** The proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved, as well as their rights and responsibilities regarding a contract pursuant to this RFP.

**4.1.3** The proposal transmittal letter must be signed by each Principal of the joint venture and include all required information.

## **SECTION 5: STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT**

### **5.1 General Proposal Requirements**

**5.1.1** The District discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the responding firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on conformity to the District's instructions, requirements of this RFP, and completeness and clarity of content.

**5.1.2** Responding firms must follow all formats and address all portions of the RFP set forth herein providing all information requested. Responding firms may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the District's information requirements.

**5.1.3** Responding firms must respond to every subsection under the proposal and fee schedule sections below. Responding firms must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (e.g., the response to the second requirement of the proposal Transmittal Letter would be labeled 5.2.1.2). **Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the District's sole discretion, result in the rejection of the proposal.** Proposals must **not** contain extraneous information. All information presented

in a proposal must be relevant in response to a requirement of this RFP, must be clearly labeled and, if not incorporated into the body of the proposal itself, must be referenced to and from the appropriate place within the body of the proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

**5.1.4** Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All proposal pages must be numbered. Proposals shall not include unnecessary company advertisement material.

## **5.2 Proposal**

The proposal shall be divided into the following sections:

1. Proposal Transmittal Letter,
2. Mandatory Responding Firm's Qualifications,
3. General Responding Firm's Qualifications and Experience,
4. Technical Project Approach, and
5. Cost Proposal Forms

If a proposal fails to detail and address each of the requirements detailed herein, the District may determine the proposal to be nonresponsive and reject it.

**5.2.1 Proposal Transmittal Letter.** The proposal must provide a written transmittal and offer of the responding firm in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is mandatory and failure to provide the information as required may result in the proposal being considered nonresponsive and rejected.

**5.2.1.1** The letter shall state that the proposal remains valid for at least sixty (60) working days subsequent to the proposal due date and thereafter in accordance with any resulting contract between the responding firm and the District.

**5.2.1.2** The letter shall provide the complete name of the individual or the firm making the proposal.

**5.2.1.3** The letter shall provide the name, mailing address, and telephone number of the person the District should contact regarding the proposal.

**5.2.1.4** The letter shall state whether the responding firm intends to use subcontractors. If so, clearly identify the names of the subcontractors/sub-consultants along with complete mailing addresses and the scope and portions of the work the subcontractors / sub-consultants shall perform. **(NOTE: The selected firm(s) must obtain written approval from the District prior to the use of any subcontractors / sub-consultants).**

**5.2.1.5** The letter shall state whether the responding firm or any individual who shall perform work under the contract has a possible conflict of interest and, if so, the nature of that conflict. The District reserves the right to cancel an award if any interest disclosed from any

source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offertory. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the District.

**5.2.1.6** The letter shall also include a statement of acknowledgement that the District's *Standard Contract* (Section 10) has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications to the Contract are noted, then the District will assume that the responding firm is capable of performing all normal managerial tasks and services without reservation or qualification to the contract.

**5.2.1.7** The letter shall be signed by a company officer empowered to bind the responding firm to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the company president, the letter shall attach evidence showing authority to bind the company.

**5.2.2 Mandatory Responding Firm's Qualifications.** Proposals shall provide responses and documentation, as required, establishing that the responding firm has met the Mandatory Responding Firm's Qualifications Requirements (see section 1.2.3). Any proposal which does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

**5.2.3 General Responding Firm's Qualifications and Experience.** Proposals shall provide the following information (referencing the subsections in sequence) to evidence the responding firm's experience in delivering services similar to those required by this RFP:

**5.2.3.1** A brief description of the responding firm's background and organizational history.

**5.2.3.2** Years in business.

**5.2.3.3** A brief statement of how long the responding firm has been performing the services required by this RFP.

**5.2.3.4** Location of office(s) with clear identification of the office(s) from which services will be performed.

**5.2.3.5** A description of the responding firm's number of employees, longevity, client base.

**5.2.3.7** Form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, Limited Liability Company, etc.).

**5.2.3.8** A statement as to whether there is any pending litigation against the responding firm, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the responding firm's performance in a contract under this RFP.

**5.2.3.9** A statement as to whether, in the last ten (10) years, the responding firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and, if so, an explanation providing relevant details.

**5.2.3.10** A list, if any, of all current contractual relationships with the District and all those completed within the previous five-(5) year period.

(NOTE: Current or prior contracts with the District are NOT a prerequisite to being awarded the maximum available points for the responding firm's Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships shall be generally considered in awarding the responding firm Qualifications and Experience category points.)

**5.2.3.11** A brief descriptive statement indicating the responding firm's credentials to deliver the services sought under this RFP.

**5.2.3.12** Describe in detail a maximum of ten (10) public sector or similar projects maintained in the last five (5) years that demonstrates the following:

- Experience performing tasks listed in Section 1.2.1 of the RFP.

Limit: One project per page.

**5.2.3.13** Describe in detail, work that the responding firm has directly performed on a maximum of four (4) projects that shows:

- A demonstrated ability to respond to the security needs of a municipality or special district.
- A demonstrated ability to meet project deadlines, major milestone, and overall project schedule
- A demonstrated ability to provide necessary equipment to effectively maintain security needs within a seasonal timeline.

Limit: One page per project.

**5.2.3.14** Provide a matrix referencing work performed relative to projects listed indicating key personnel responsible for performance and the extent of their involvement in the project. Differentiate which work was performed by subcontractor/sub-consultant, if subcontractor/sub-consultant are proposed.

**5.2.3.15** An organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.

**5.2.3.16** A narrative description of the proposed project team, its members and organizational structure; identify the primary contact person who will lead the day-to-day work effort and serve as the primary contact to the District on a day-to-day basis.

**5.2.3.17** A personnel roster and resumes of key people who shall be assigned by the responding firm and its subcontractors/sub-consultants who will be performing duties or services under the contract. Resumes shall detail each individual's title, education, current position with the responding firm or subcontractor/sub-consultant. Identify the duration of employment with the responding firm and other firms for each person listed. Describe the relevant experience and education, professional licenses, and demonstrated accomplishments of these key staff members.

**5.2.3.18** Proposals shall include a list of proposed equipment inventory and staffing levels intended to service this contract. Failure of the responding firm to provide agreed upon equipment inventories and staffing levels, adjusted proportionally to growth over the term of the agreement, shall constitute material breach by the responding firm.

**5.2.4 Technical Project Approach.** Describe the operational or organizational approach to fulfilling the scope of work/ contract intent

**Responding firm must provide a comprehensive narrative on how to accomplish required objectives and provide continuity on work efforts.**

## **SECTION 6: COST PROPOSAL**

### **6.1 A Cost Proposal (Exhibit A) Must be Submitted in a Separately Sealed Envelope.**

**6.1.1** The responding firm shall provide the following information to allow for the review of the hourly rates for the proposed services:

**6.1.1.1** Provide a Schedule of Values for the responding firm and proposed subcontractors/sub-consultants, including rates for each service.

**6.1.1.2** It is the District's intent to negotiate a fixed fee "not to exceed" contract for mutually agreed upon services. The selected firm will bill monthly for the contracted services based on a schedule of values of tasks performed or on a time and materials basis for extra work not to exceed the negotiated fee for each specific unit of work.

## **SECTION 7: EVALUATION, CONSULTANT SELECTION, AND CONTRACT AWARD**

### **7.1 Proposal Evaluation Categories and Maximum Points**

The categories that shall be considered in the evaluation of proposals are Qualifications and Experience, Cost and Technical Project Approach. The maximum points that shall be awarded for each of these categories are:

<b>CATEGORIES</b>	<b>MAXIMUM POINTS POSSIBLE</b>
Quality (Reference checks and site visits)	30
Bid Amount	40
Technical Project Approach (Final interview)	30

## **7.2 Proposal Evaluation Process**

**7.2.1** The evaluation process is designed to award the procurement to the responding firm with the best combination of attributes based upon the evaluation criteria listed in Section 7.1.

**7.2.2** The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. The evaluation team members shall be responsible for evaluating proposals.

**7.2.3** All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP.

**7.2.4** The evaluation team shall evaluate responsive proposals. Each evaluator shall score the General Responding Firm's Qualifications and Experience section and the Technical Project Approach section of each proposal. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFP. Each evaluator shall use only whole numbers for scoring proposal.

**7.2.5** The District reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all responding firms. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the District and, if held, shall be after initial evaluation of the proposal. If clarifications are made as a result of such discussion, the responding firm shall put such clarifications in writing.

**7.2.6** Upon completion of proposal evaluation scoring by the evaluation team, the RFP Coordinator shall calculate the average proposal score for each proposal.

**7.2.7** The top-rated firms with the highest score from the proposal evaluation scoring may be interviewed and rated. The District reserves the right, at its sole discretion, to request interviews. The interviews will be limited to an hour. Interviews will consist of oral panel questions and company presentations. Time slots for the interviews will be assigned by District staff. Consideration will be given to firms with significant driving time requirements. The interviews will be held at the District Office located at 3344 Mission Avenue Carmichael, CA 95608.

The interview should be led by the individual identified by the responding firm who will be the primary contact with the District on a day-to-day basis and if possible, members of the proposed team.

**7.2.8** The District reserves the right to select a qualified firm offering the best value to the District, based on that firm's overall qualifications and cost proposal. The selected firm may not necessarily be the firm with the lowest cost proposal.

### **7.3 Contract Award Process**

**7.3.1** The District may invite the selected firm to participate in contract negotiations with the District, as the need arises.

**7.3.2** If a firm fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within seven (7) working days of its delivery to the firm, the District may determine, at its sole discretion, that the firm is nonresponsive to the terms of this RFP.

**7.3.3** If the District determines that the firm is nonresponsive, the District reserves the right to negotiate with the next highest-ranked selected firm(s).

**7.3.4** The RFP files shall be made available for public inspection immediately following contract approval or rejection of all proposals.

## **SECTION 8: STANDARD CONTRACT INFORMATION**

### **8.1 Contract Approval**

The RFP and the consultant selection processes do **not** obligate the District and do **not** create rights, interests, or claims of entitlement in the apparent best evaluated responding firm or any potential consultant or sub-consultant. Contract award and District obligations pursuant thereto shall commence **only** after the contract is signed by the authorized representative of the selected firm(s) and the District.

### **8.2 Contract Payments**

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract. No payment shall be made until the contract is approved. Under no conditions shall the District be liable for payment of any type associated with the contract or responsible for any work done by the consultant, even work done in good faith and even if the consultant is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by District Advisory Board.

### **8.3 RFP and Proposal Incorporated into Final Contract**

This RFP and the successful proposal emanating from the RFP negotiation process shall be incorporated into the final contract.

### **8.4 Contract Monitoring**

The selected firm(s) shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the District. The District may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the District may inspect those areas of the selected firm's place of business that are related to the performance of the contract. If the District requires such an inspection, the selected firm(s) shall provide reasonable access and assistance.



## **8.5 Contract Amendment**

During the course of this contract, the District may request the selected firm(s) to perform additional work for which the selected firm(s) would be compensated. That work shall be within the general scope of this RFP. In such instances, the District shall provide the selected firm(s) a written description of the additional work, and the selected firm(s) shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the selected firm's fee schedule to this RFP or a lump sum fixed fee that is mutually agreeable to the District and the selected firm(s), whichever is lowest. If the District and the selected firm(s) reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment.

## **SECTION 9: Security SPECIFICATIONS**

### **9.1 Specifications**

#### **ALL SITES**

##### **DAILY SERVICES**

- A. Start of shift
  - a. All shifts shall begin at the district office (3344 Mission Avenue) unless otherwise requested by the park Superintendent.
- B. Patrol parks
  - a. Walk sensitive parks (Swanston, Gibbons, Mission North, Eastern Oak, Ashton) in their entirety.
- C. Park Gates: (If working evening shifts)
  - a. Lock Park entry gates after dusk (Swanston, Gibbons, Mission North, Eastern Oak, Ashton, Valley Oak, Hazelwood)
- D. Miscellaneous: (If working evening shifts)
  - a. Be at Eastern Oak Park at dusk nightly and have all park patrons leave the park.
  - b. Lock the drive gate at the District office nightly
  - c. Lock the Gibbons annexed parking lot nightly
  - d. Hand out contact information cards provided by the district upon request.
- E. Reports:
  - a. Report daily patrol logs to the park's superintendent via email

##### **Weekly services**

- A. Patrol Parks
  - a. Walk all District Parks in their entirety
  - b. Walk into the community centers (Swanston and Gibbons) and speak with the office coordinators about any security issues they may be having that week at their sites.

## **Monthly services**

### **A. Reports**

- a. Monthly summary reports are due to the district via email no later than the second Tuesday of every month.
- b. Monthly summary reports must be thorough and reflect the officers interaction with park patrons.

### **B. Patrol Parks**

- a. Take the parks Superintendent on patrol to highlight the areas of concern for the previous month. This shall happen no less than once a month.

## **9.2 District Locations**

- Swanston Community Park (2350 Northrop Avenue)
- Ashton Park (4251 Ashton Drive)
- Valley Oak Park (1150 Eastern Avenue)
- Hazelwood Greens (4604 Hazelwood Avenue)
- Eastern Oak Park (3127 Eastern Avenue)
- Mission North Park 3344 Mission Avenue)
- Gibbons Community Park (4701 Gibbons Drive)
- Maddox Park (4821 Thor way)
- Maintenance shop (1616 Mission avenue)
- Oak Meadow Park (2734 American River drive)
- Orrville Wright Park (23331 Saint marks way)
- Sierra Oak Park (2762 Huntington Road)
- Shelfield Park (1849 Suffolk way)
- Windemere Park (Windemere lane)
- Cowan Park (3350 Becerra way)

### 9.3 Schedules

- A. This contract requires one (1) unarmed security officer to patrol District properties forty (40) hours per week
  - a. Times and days may change due to demand and seasonal implications
  - b. A typical workweek may be:

#### Summer hours

Monday	2:00pm – 10:00pm
Thursday	2:00pm – 10:00pm
Friday	2:00pm – 10:00pm
Saturday	2:00pm – 10:00pm
Sunday	2:00pm – 10:00pm

#### Winter hours

Monday	11:00am – 7:00pm
Thursday	11:00am – 7:00pm
Friday	11:00am – 7:00pm
Saturday	11:00am – 7:00pm
Sunday	11:00am – 7:00pm

- B. This contract requires an account manager to meet once a month with the Park Superintendent to evaluate performance and assess security concerns for the District.

## **SECTION 10: WRITTEN WORK PLAN**

Proposals shall all include a written work plan, per the instructions included.

### **10.1 Additional requirements**

- A. Officer shall drive a clean, marked vehicle while on duty
- B. Officer shall have a form fitting uniform while patrolling District parks
- C. Officer shall be friendly and approachable while engaged with park patrons
- D. Officers' patches shall be sown onto the officer's uniform.
- E. Officer shall begin each shift at the District office and check in with the Parks Superintendent unless otherwise instructed to do so.
- F. Officers shall be identifiable at all times while patrolling District Parks
- G. A written monthly summary shall be provided to the Park Superintendent highlighting security incidents for that month.
  - a. The "monthly report" shall be submitted no later than the first Tuesday of the month.
  - b. The "monthly report" shall be thorough, providing a snapshot of the districts current security issues.

- H. Officers shall carry business cards with Mission Oaks contact information on them.
  - a. The District shall provide the business cards to the officer.

**SECTION 11: PROPOSAL FORMS**

Proposal Forms provided are to be completed and submitted as part of the overall Proposal submittal. Proposal Forms include: Proposal Form, Proposal Form Summary, Proposal Breakdown for Security Services.

**SECTION 11 PROPOSAL FORM**

**PROPOSAL TO: MISSION OAKS RECREATION AND PARK DISTRICT**

**FOR THE SERVICES OF: Security Services**

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

Business Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Contact Email: \_\_\_\_\_

TO THE GOVERNING BODY OF THE  
MISSION OAKS RECREATION AND PARK DISTRICT

The undersigned contractor, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the contract, the character, quality, quantities, and scope of the work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, including Addenda set forth for the prices hereinafter set forth as follows:

<u>ADDENDA NO.</u>	<u>DATE ISSUED</u>
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the MORPD in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices, to wit:

**PROPOSAL FORM  
MISSION OAKS RECREATION AND PARK DISTRICT  
FOR**

**Security Services**

<b>Security COSTS</b>	Monthly Amount Years 1-3 Security services	Monthly Amount Years 4-5 (optional) Security services
Mission Oaks District Parks	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>TOTAL COST PER MONTH</b>	\$	\$
<b>TOTAL COST PER YEAR</b>	\$	\$

Bidder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PROPOSAL FORM  
MISSION OAKS RECREATION AND PARK DISTRICT  
FOR**

**Security Services**

<b>UNSCHEDULED WORK</b>	<b>UNIT</b>	<b>AMOUNT PER UNIT</b>
Supervisor	Hour	
Armed officer	Hour	
Unarmed officer	Hour	

Bidder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PROPOSAL TO  
MISSION OAKS RECREATION AND PARK DISTRICT  
FOR**

**Security Services**

**SCHEDULE OF WORK ITEMS**

It is understood that the foregoing quantities are approximate only and are solely for the purposes of facilitating the comparison of bids, and that the CONTRACTOR'S compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown. The MORPD may reject any or all bids. The prices listed above in the CONTRACTOR'S proposal shall include all applicable taxes for the State of California.

As required by Section 4100-4107 of the Public Contract Code, the CONTRACTOR bidding shall hereinafter list the subcontractor(s) who will be the subcontractor(s) on the job for each particular trade or subdivision of the work and will state the firm name and principal location of the mill, shop, or office of each subcontractor(s) with work in excess of one half percent (1/2%) of CONTRACTOR'S bid price:

<b>DIVISION OF WORK OR TRADE</b>	<b>NAME OF SUBCONTRACTOR</b>	<b>LOCATION OF MILL, SHOP, OR OFFICE</b>	<b>% OF TOTAL BID PRICE</b>

ACCOMPANYING THIS PROPOSAL IS \_\_\_\_\_ (insert the words "bidder's bond," "cashier's check," "certified check," or appropriate description of substitute security, as the case may be) in an amount equal to at least 10% of the total amount of the bid, payable to:



**MISSION OAKS RECREATION AND PARK DISTRICT**

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the MORPD in case this proposal is accepted by the MORPD and the undersigned fails to execute a contract with the MORPD as specified in the Contract Documents or fails to furnish the required payment and performance bonds, or substitute, and insurance certificates and endorsements. Should the MORPD be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay MORPD's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTICE - If bidder or other interested person is a corporation, state legal name of corporation, and the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, and the names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if bidder or other interested person is an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each venturer).

---

---

---

---

---

As required by Section 2.19 of the General Conditions, Bidder hereby submits the following list of contact names and phone numbers for three (3) or more agencies for whom the Bidder has constructed similar projects.

---

---

---

---

---

---

---

---

Bidder hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances. The following are the CONTRACTOR'S applicable license numbers (add pages if needed):

<u>CONTRACTOR's License No.</u>	<u>Expiration Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Pursuant to the requirements of California Business and Professions Code Section 7028.15(e), a bid submitted to the MORPD by a CONTRACTOR who is not licensed pursuant to Chapter 9 of Division 3 of the Business and Professions Code shall be considered nonresponsive and shall be rejected as provided for by law.

Signature of Bidder: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Dated: \_\_\_\_\_, 2024.

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if the bidder is an individual, his signature shall be placed above; if the bidder is a joint venture, the name of the joint venture shall be set forth above with the signature of an authorized representative of each venturer.

**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, [date] at \_\_\_\_\_, [City] \_\_\_\_\_. [State]

\_\_\_\_\_  
[Signature of Bidder]

## SECTION 12: STANDARD CONTRACT

The MORPD *Standard Professional Services Contract* (provided below in Attachment 12.1) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

### 12.1 CONTRACT FOR SERVICES

THIS CONTRACT is made on **Month Day**, 2024, by and between the Mission Oaks Recreation and Park District (“District”), and **Company name** (“Consultant”).

WITNESSETH:

WHEREAS, the District desires to engage Consultant to perform Security Services at various District-controlled facilities;

WHEREAS, the Consultant has presented a proposal for such services to the District, dated **Month day**, 2024, (attached hereto as **Exhibit “A”**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

#### 1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit “A”**. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the District. The Consultant shall have no power or authority by this Contract to bind the District in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

#### 2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by the District, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit "B."**

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The District's Park Superintendent or his/her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of **one (1) year** in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

### **3. COMPENSATION:**

A. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time required and expended, but in no event shall total compensation exceed **contract dollar amount (\$X,XXX.XX)**, without District's prior written approval. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit "C"**.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish District with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the District's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the District, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

D. Deficiencies noted verbally or in writing and not corrected within ten (10) days may be completed by the District or a third party. These direct costs shall be forfeited and deducted from the Contractor's monthly invoice.

### **4. TERMINATION:**

A. This Contract may be terminated by either party, provided that the other party is given not less than **thirty (30)** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The District may temporarily suspend this Contract, at no additional cost to District, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If District gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this

Contract by Consultant, and the District may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the District from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the District shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the District in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

**7. PROPERTY OF DISTRICT:**

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the District, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the District shall be entitled to, and the Consultant shall deliver to the District, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the District which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the District.

**8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

B. Consultant warrants to the District that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

C. The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Consultant shall comply with the provisions of Exhibit "E".

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the District on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the District, is no longer employed by Consultant, or is replaced with the written approval of the District, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the District for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the District may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

**10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Consultant shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

**11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the District which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the District under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the District.

**12. INTEREST IN CONTRACT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District Manager determines in writing that Consultant's duties are more limited in

scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Contract, District determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the District, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The District shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

Consultant shall indemnify, defend, and hold harmless the District, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the District. The provisions of this paragraph shall survive termination or suspension of this Contract.

**16. CONSULTANT TO PROVIDE INSURANCE:**

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the District with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by Consultant and its contractors and subcontractors of the following



coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Contract. Approval of the insurance by the District shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the District, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per occurrence and **[\$2,000,000]** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the District, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the District shall be primary as respects the District, its officers, officials, employees and any insurance or self insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **[\$1,000,000]** per claim.

C. In addition to any other remedy the District may have, if Consultant fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the District.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the District.

F. The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

**17. MISCELLANEOUS PROVISIONS:**

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

District: J.R. Hichborn, Parks Superintendent  
Mission Oaks Recreation and Park District  
3344 Mission Avenue  
Carmichael, CA 95608

Consultant: **Representative, Title company name**  
**Address**  
**City, State, Zip code**

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Sacramento County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

[Signatures on following page]

Mission Oaks Recreation and Park District

By: \_\_\_\_\_  
Daniel Barton, District Administrator

ATTEST:

By: \_\_\_\_\_  
J.R. Hichborn, Parks Superintendent

Company Name:

By: \_\_\_\_\_  
Representative, Title

EXHIBITS

*(Insert at time of contract execution)*

EXHIBIT A

Consultant Proposal/Scope of Work

*(insert at time of contract execution)*

EXHIBIT B

Schedule of Performance

*(insert at time of contract execution)*

EXHIBIT C

Schedule of Fees

*(insert at time of contract execution)*



EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: \_\_\_\_\_  
[Title]

## EXHIBIT E

### LABOR COMPLIANCE

#### 1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at District Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The District will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the District.

C. By executing this Contract Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

#### 2. PREVAILING WAGE RECORDS

A. The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by District representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The District shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the District the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The District will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in entering into the Contract, and will not under any circumstances, other than delays caused by the District, or the District's agents, be considered as the basis of a claim against the District.

### **3. Labor Discrimination**

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

### **4 Eight-Hour Day Limitation**

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Consultant, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the District. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the District the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

**5. Compliance with State Requirements for Employment of Apprentices**

(a) The Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Consultant or any Subcontractor employed by the Consultant in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.