

LAS VIRGENES MUNICIPAL WATER DISTRICT

4232 Las Virgenes Road, Calabasas, California 91302



Offsite Records Storage and Related Records Management Services

REQUEST FOR PROPOSALS

Issue Date:

Monday, August 9, 2021

Proposal Submittal Due Date:

Thursday, September 30, 2021
5:00 p.m. Pacific Time

District Contact:

Josie Guzman, MMC
Executive Assistant/Clerk of the Board
jguzman@lvmwd.com

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1. General Information

Las Virgenes Municipal Water District (District) serves the western edge of Los Angeles County including the cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village. The District occupies 122 square miles and services a population of approximately 70,000. The District provides potable water, recycled water, and sanitation (wastewater) services to its customers through three separate funds. The sanitation and recycled water services are provided through a Joint Powers Authority with the Triunfo Water & Sanitation District.

Las Virgenes Municipal Water District is organized under the Municipal Water District Act of 1911 (California Water Code 7100). A five-member board of directors, each elected by geographic divisions, provides governance. Directors serve overlapping four-year terms, and every two years – concurrent with installation of the newly elected board – they select board officers. The board also selects a local representative from the District to serve on the board of directors of Metropolitan Water District of Southern California.

The District is requesting proposals from qualified vendors to provide a quote for offsite records storage and related records management services. The District currently utilizes the services of GRM Information Management Services of California for all of its offsite record storage needs.

The District, through this Request for Proposals (RFP) process, seeks to engage in the services of a vendor who can:

1. Provide offsite storage of records
2. Pick-up and delivery of records
3. Transition services
4. Permanent removal or destruction services
5. Inventory tracking
6. Account and invoicing
7. Secure storage and facility standards
8. Price schedule
9. Secure document and media shredding services

To be considered, proposals must be received electronically by 5:00 p.m. Pacific Time on Thursday, September 30, 2021 to jguzman@lvmwd.com. District is not responsible for misdirected email.

Proposals received after the stated date and time will not be considered.

2. Scope of Services

Las Virgenes Municipal Water District is soliciting proposals for Offsite Records Storage and Related Records Management Services.

The Scope of Services shall include, but is not limited to the following services outlined below.

The vendor will work exclusively with the Executive Assistant/Clerk of the Board to coordinate all records activities. Individual departments will not coordinate work with the vendor.

A. Record Storage and Management

The vendor must provide secure offsite, structurally sound, environmentally safe, and climate controlled storage and transportation for the District's documents, media, maps, drawings, etc., and provide enough current physical storage capacity for approximately 1,420 cubic feet (or 1,170 boxes) of documents at the initiation of the contract and have capacity to accommodate the District's future storage needs. The District may add additional boxes to the vendor's facility during the contract period. The vendor must accommodate the additional boxes at the rates offered for the contract term. The majority of the boxes currently stored are standard letter/legal file boxes (15" L x 12" W x 10" H), which are 1.2 cubic feet.

The vendor must store the District's boxes at facilities located in the Los Angeles County area close enough to the District to guarantee next-day delivery service.

The vendor must provide adequate storage capacity to meet both the current and future needs of the District.

B. Record Pickup and Delivery

The vendor shall accept and respond to pick-up and delivery requests from authorized District staff only. The vendor will deliver requested boxes and/or files during the District's regular business hours of 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding holidays. Vendor shall combine delivery and pick-up of boxes into one trip when requested. Vendor shall guarantee next day and same day delivery service.

C. Transfer and Transition of Current Inventory

At the commencement of the contract, the vendor shall submit a Transfer Plan detailing the coordination of the transfer process with the current vendor from the current facilities to the new facility. The District will review and approve the plan prior to scheduled implementation.

The vendor must communicate with the current vendor and assume full responsibility for the transfer of all the District's records stored at its current storage facility to the vendor's facility. The responsibility includes new bar coding, shelving

and inventory upload, labeling, data entry, and inventorying for the boxes to be stored at the vendor's facility at the beginning of the contract period. The vendor should include in its response the process for acquiring the client's boxes from the current facility and a timeline for the process. Vendor must clearly identify all costs related to this requirement in the vendor response. The new vendor will replace boxes damaged during transfer from the District's current vendor to the new vendor's facilities. Should such damage occur, the new vendor shall furnish a report to the District detailing which boxes were damaged and replaced.

Vendor must have ability to index at the file level and link files to original cartons in the same system.

Throughout transfer the vendor will include a single point of contact and weekly receipt acknowledgements of inventory received. Upon successful completion of the transfer, the vendor will supply to the District a final inventory report of the boxes moved to the new storage facility. This inventory report will list boxes by department name, reference number, and description of contents as well as a total number of boxes received.

D. Permanent Removal

The District may require the permanent removal of specified boxes stored with the vendor. The vendor shall provide for the permanent removal of such specified boxes and return to the District. Boxes permanently removed from storage must not appear on subsequent monthly invoices for storage. Any costs or fees associated with permanent removal of boxes must be identified in the vendor's response.

E. Records Management System Requirements and Inventory Tracking

Vendor shall maintain an accurate computerized system for which they have access to the system source code and can demonstrate upon request during the RFP and throughout contract duration a consistent system with disaster contingency and back-up protocols as well as testing history of generator and contingency plans. The system must have secured sign-on by authorized users only. In addition to barcode technology and tracking, system must be able to support Retention Schedule upload, updates, and temporary holds such as Audit and Legal is preferred. The system shall have the capability to customize the field and structure unique to the District.

The record tracking process shall include appropriate receipts for all service requests from record inception to destruction or permanent removal or conversion. System must include audit trails and logs for verification purposes. System must be updated within 24 hours of service activity.

The vendor shall maintain an accurate bar-coded, and computer-based inventory tracking system. The computerized system must be web enabled, with adequate

security, to provide Internet access to the information by District users. At a minimum, this system must identify each stored District box by box reference number, description, and status (checked in/check out). Essential data fields include: Vendor Box Number/Bar Code, Client Box Number, Add Date, To and From Dates, Description, Long Description, Receipt Date, Status, Box Size, Location, and Box History (dates of check out and check in). The inventory tracking process shall include appropriate logs and receipts for pick-up and delivery of the individual boxes for verification and audit purposes. Logs and receipts will be made available to the District upon request. The inventory status must be updated within 24 hours of activity.

Vendor shall provide reports for inventory and all activities monthly, or as requested by the District in Excel format. The District reserves the right to request modification to the reporting schedule and formats as the need arises.

F. Account and Invoicing

The vendor will provide monthly invoices showing a line item for storage and activity costs. The invoice will include a detailed list of all transactions.

G. Secure Storage and Facility Standards

The vendor's storage facilities and transportation shall provide a level of storage and protection for documents and other media consistent with industry standards and must meet all federal, State of California, and local building and zoning regulations. All facilities will meet standards for commercial storage facilities and of those public records as established by the U.S. National Archives and Records Administration and ARMA International.

The storage facility must be properly shelved, fully secured, and equipped with a motion, intrusion alarm system, fire suppression, smoke and heat detector system to prevent loss from theft and fire all monitored 24/7 and at a level of protection consistent with industry standards and meets International Fire Code, all applicable and current requirements of the National Fire Protection Association and all other applicable federal and state codes to prevent loss from theft and fire.

The records storage facility cannot house any hazardous material. Storage facilities cannot be located within a flood area or risk exposure from external hazards.

The vendor is responsible for all the contents stored in its storage facility. The vendor must provide a written disaster and recovery plan for any catastrophic occurrences including but not limited to earthquake, flood, fire, etc. The vendor is responsible for recovery from any catastrophic occurrences, including but not limited to fire, damage or theft, as well as any associated costs. The vendor must carry the appropriate insurance and provide proof thereof. Vendor will be bonded to transport and store original District records. Storage facilities must be equipped

with an intrusion alarm system that is monitored 24 hours per day, including weekends and holidays.

The vendor shall provide upon request, an on-site area for accessing, reviewing, and copying District records at any time during the contract.

The vendor shall allow District staff to inspect facilities and vehicles prior to contract award and at any time during the contract term as requested.

H. Vehicles

Vendor must provide vehicles designed for the transportation of storage records. The vehicles must meet and follow Department of Transportation applicable commercial vehicle requirements with appropriate security features (anti-theft device, both intrusion and cargo) and be secured while delivery/pick-up sites. Vendor shall provide an explanation regarding their procedure to protect confidential information placed in storage by the District.

I. Price Schedule

The vendor will provide firm fixed pricing. All prices are to be based on either a standard size box (15" x 12" x 10") or cubic foot. All additional charges must be listed for miscellaneous services, including but not limited to fuel surcharges, labor, data processing, recurring portion charges, all-inclusive costs for access to vendor's website (if any), charges for reports (including special sorting costs, special file listing costs, computer listing charges, initial setup, and download fees), costs for vendor required storage supplies including vendor's bar codes, transmittal sheets, file labels, etc. Also detail of any other management fees or recurring operation charges. Every effort must be made to provide detailed information for ordinary, usual and routing services and goods, whether or not noted in the item description above.

J. Secure Document and Media Shredding and Destruction Services

Vendor must have the ability to provide certification for the destruction of records stored at their facility and at the customer facility. Certified destruction shall be performed by shredding or incineration. Vendor must ensure and demonstrate chain of custody and confidentiality of all destroyed records throughout the destruction process. Vendor will only destroy records after receipt of written approval from the District. Vendor will provide a Certificate of Destruction to the District of all destroyed records.

K. No Subcontracting

Vendor is prohibited from subcontracting any aspect of the secure document and media shredding services during the contract period and any agreed upon extensions. Subcontracting of the secure document and media shredding services

would only be permitted by advanced written agreement between the District and the vendor.

3. Submittal Instructions

Proposal Timeline

The table below presents the tentative schedule for this RFP. The District reserves the right to modify these dates at any time, with appropriate notice to the prospective proposer(s). Any changes to the scheduled dates will be advertised in the form of an addendum to this RFP.

The awarded proposer will be notified following the General Manager's approval.

RFP Released	August 9, 2021
Proposer Questions Due	September 13, 2021, 5:00 p.m. Pacific Time
District Responses Due	September 20, 2021
Proposal Due Date	September 30, 2021, 5:00 p.m. Pacific Time
Shortlist Interviews and Presentations	To be determined
Staff Recommendation to General Manager	To be determined

Proposer Questions

For questions regarding this RFP, submit all inquiries via email to jguzman@lvmwd.com at any time up to until 5:00 p.m. Pacific Time on Monday, September 13, 2021. Responses will be published via an addendum.

Answers to questions received will be posted online, no later than Monday, September 20, 2021 at:

<https://www.lvmwd.com/about-us/management/finance-and-administration/do-business-with-LVMWD/purchasing-formal-bids>.

It is the proposer's responsibility to ensure that they access and review any questions and answers posted. The District is not responsible to notify individual potential bidders of the availability of questions and answers beyond this notice.

Proposer Responses Submission

The District requires proposals to be submitted electronically via email. The District is not responsible for misdirected email.

All electronic documents submitted must be in a searchable and bookmarked .PDF file format, with section heading.

Proposers must use a minimum of 12-point font size, standard font.

Proposals that do not follow the submission format mentioned will not be considered by the District for further review in the selection process.

Proposers may submit their proposal at any time prior to the deadline (5:00 p.m. Pacific Time, Thursday, September 30, 2021). However, these proposals will not be assessed

until the deadline. Proposals that do not arrive by the specified date and time will not be accepted. Facsimile or telephone proposals will NOT be considered.

Proposals are to be emailed to:

Josie Guzman, Executive Assistant/Clerk of the Board

jguzman@lvmwd.com.

Proposal Response Format

Letter of Transmittal

1. Identify the submitting organization.
2. Identify the name, title, telephone and fax numbers, and email address of the person authorized by the organization to contractually obligate the organization.
3. Identify the name, title, telephone and fax numbers, and email address of the person authorized to negotiate the contract on behalf of the organization.
4. Identify the names, titles, telephone and fax numbers, and email addresses of persons to be contacted for clarification.
5. Be signed by the person authorized to contractually obligate the organization.
6. Acknowledge receipt of all amendments to this RFP.

Qualifications

Provide a summary of your firm's history, its capabilities, and its recent relevant experience. The intent of this RFP is to evaluate the proposals, determine the proposers that are in a competitive range, and select proposers that will provide the most cost-effective and professional services for the District.

Minimum Qualifications

1. Have at least ten (10) years of experience conducting the specific type of services required herein and have experience with at least three (3) other clients performing like services as described herein or have performed satisfactory work for a government agency within the past three (3) years.
2. Be capable of providing the required services beginning on or around January 1, 2022.
3. Have the necessary resources, knowledge, skills, and experience to provide the required services as described in the Scope of Services.
4. Have financial stability and the necessary financial resources to provide the required services.
5. Demonstrate the requisite technical proficiency.

This section of the proposal should establish the ability of the proposer to satisfactorily perform the required work by reasons of experience in performing work of the same or similar nature; demonstrated experience working with local agencies and cities; strength and stability of the proposer; staffing capability; work load; record of meeting schedules

on similar contracts; and supportive client references. Equal weighting will be given to firms for past experience performing work of similar nature whether with the District or elsewhere.

Proposer to:

1. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; number of employees.
2. Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede proposer's ability to complete the contract. District does not have a policy for debarring or disqualifying.
3. Describe the firm's experience in performing work of similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this contract.
4. Describe experience in working with various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
5. A minimum of three (3) references should be given. Furnish the name, title, address, email, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience.

Proposer Staffing and Organization

This section of the proposal should establish the method that will be used by the proposer to manage the contract as well as identify key personnel assigned. Proposal staffing and organization are to be presented by proposer identified in the Scope of Services.

Proposer to:

1. Provide education, experience, and applicable professional credentials of contract staff. Include applicable professional credentials of key contract staff.
2. Furnish brief resumes (not more than two (2) pages each) for the proposed key personnel.
3. Identify key personnel proposed to perform the work in the specified tasks. Include the person's name, current location, and proposed position for this contract, current assignment, and level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm.
4. Include a statement that key personnel will be available to the extent proposed for the duration of the contract, acknowledging that no person designated as "key" to the contract shall be removed or replaced without the prior written concurrence of the District.

Detailed Work Plan and Implementation Schedule

Proposer shall provide a narrative that addresses the Scope of Services and shows proposer's understanding of District's needs and requirements.

The proposer shall:

1. Describe the proposed approach and work plan for completing services specified in the Scope of Services. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the proposer's ability to accomplish the District's objectives.
2. Describe the timeline/schedule for work plan for completing the services specified in the Scope of Services including amount of time and involvement of key personnel.
3. Identify team to be assigned for these services and qualifications of specific individuals who will work on the project, including resumes.
4. Identify methods that proposer will use to ensure quality, budget, and schedule control.

Work Samples

Proposer shall provide past work samples that are relevant and related to the Scope of Services.

The proposer shall:

1. Provide samples of work, queries, and reports from other related projects.
2. Provide samples of ongoing support and service agreements.

Fee Proposal

The District proposes to issue a contract for a period of five (5) years with the District.

The proposer shall:

1. Submit a not-to-exceed proposal that includes a clear breakdown that is in line with a five (5) year agreement.

4. Proposal Evaluation Criteria

The District will evaluate the proposals received based on the following criteria:

1. Qualifications of the Firm – Experience in performing work of a similar nature; experience working with public agencies; strength and stability of the firm; and assessment by client references.
2. Project Management Approach – Qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the District's needs.
3. Detailed Work Plan – Thorough understanding of the District's requirements and objectives; logic, clarity, specificity, and overall quality of work plan.
4. Fee Proposal – Reasonableness of proposed fees.

Evaluation Procedure

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of District staff. The committee members will review and evaluate the proposals. The committee will recommend to the General Manager the firm(s) whose proposal is most advantageous to the District.

Right to Reject Proposals

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

Award

After conclusion of the evaluation period, a notification of intent of award may be sent to any proposer selected.

Award is contingent upon the successful negotiation of final contract terms and the approval of District. Negotiations shall be confidential and not subject to disclosure to competing proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, District may negotiate a contract with the next best qualified proposer or withdraw the RFP. In the event District does not approve the recommendation to award, the RFP may be canceled without any cost or obligation to the District.

The term of the contract is for five (5) years. Prices are firm fixed prices during each contract period.

5. Consultant Agreement

The successful proposer will be required to enter into an Agreement for Services (see Attachment A). Review this agreement carefully and note in your proposal any exceptions or alterations to the agreement you are requesting. Alterations or changes to the agreement that were not included in the proposal may not be considered after the selection of the firm. This also includes alterations, exceptions, or changes to the insurance and indemnity provisions referenced with the proposal. By requiring these requests to be made up front, the District can compare all respondents on an equal basis and take contract exemptions into consideration in the selection process.

Conditions Governing the Request for Proposal

a. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

The District reserves the right without prejudice to reject any or all proposals.

b. Receiving Time/Late Proposals

It is the responsibility of proposer to see that their proposal is submitted with sufficient time to be received by the District prior to the proposal closing time.

c. Acceptance of Conditions Governing this RFP

Submission of a proposal constitute acceptance of the evaluation factors contained in this RFP

d. Incurring Cost

Any cost incurred by the proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the proposer. Any cost incurred by the proposer for set up and demonstration or for interviews shall be borne solely by the proposer.

e. Proposer's Rights to Withdraw Proposal

Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. Any request must be submitted in writing.

f. Best and Final Offer

The District reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the District. Information from competing proposals will not be disclosed to other proposers prior to submission of a Best and Final Offer.

g. Disclosure of Proposal Contents

All proposals are subject to the provisions of the California Public Records Act, California Government Code Section 6250 et seq., and any information submitted with a response is a public record subject to disclosure, unless a specific exemption applies.

h. Insurance

Proposer shall maintain such insurance as will protect it from claims under Workers' Compensation laws, and such liability insurance as will protect against claims for damages for bodily injury, including death, and damages to property in accordance with the terms of the agreement. Coverage of which is to be no less than \$1,000,000/\$2,000,000 per occurrence/aggregate, with the District named as an additional insured.

The proposing firm must be willing and able to obtain an errors and omissions insurance policy for coverage of no less than \$1,000,000 per occurrence for willful or negligent acts of the firm and its officers, employees, and agents. Proposer shall maintain evidence of coverage in an updated form during the term of this agreement.

i. Termination

- (1) If, in the opinion of the General Manager or designee, provider fails to perform or provide prompt, efficient service, the General Manager or designee must have the right to terminate or cancel the agreement upon 30-days written notice, and pay provider for the value of the actual work satisfactorily performed to the date of termination.
- (2) The General Manager or designee must have the right to terminate or cancel the agreement upon 30-days written notice without cause and pay provider for the value of actual work satisfactorily performed to the date of termination.
- (3) These rights are in addition to any other rights that District may have available.

ATTACHMENT A
SAMPLE AGREEMENT FOR SERVICES

LAS VIRGENES MUNICIPAL WATER DISTRICT
AGREEMENT FOR SERVICES
WITH
(VENDOR/BUSINESS NAME)

ATTACHMENT A

**Las Virgenes Municipal Water District/Agency
AGREEMENT FOR SERVICES**

This Agreement for Services ("Agreement") is entered into this ____ day of _____, 20XX by and between Las Virgenes Municipal Water District ("District"), and Contractor ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties." Parties do contract and agree as follows:

1. SCOPE.

1.1 Scope of Services.

This Agreement and its attachments set forth the terms under which Contractor shall, in good workmanlike and professional manner, perform the services described in the attached **Exhibit "A"** ("Scope of Services") for District.

1.2 Labor and Equipment. Contractor will furnish labor, equipment, and materials necessary to the work, except equipment and materials to be provided by District, as set forth in the attached **Exhibit "B"** ("Materials and Equipment").

Contractor may use the equipment or materials provided by District necessary for the performance of the work and should the equipment or materials be lost, damaged, or destroyed, Contractor will reimburse District with equipment and materials of equal value, and for costs and expenses incident to the replacement.

1.3 Time of Work. Contractor will perform Contractor's duties described in the Agreement during the hours of [range of hours] [daily or...]. In any event, Contractor will perform Contractor's duties in a manner to avoid inconvenience to the users of the District's premises and to avoid interference with District's operations.

2. TERM AND COMPENSATION.

2.1 Term. This Agreement shall commence on the date above written and shall continue until completion of the Services described above.

or

The term of this Agreement shall be for a period of approximately _____ commencing on [date] and concluding [date].

2.2 Termination.

2.2.1 The District may terminate or cancel this Agreement, in whole or in part, without liability to the District, if Contractor fails to perform in accordance with the

requirements of Section 1 – Scope, herein, or in the event of a substantial breach of any of the other terms or conditions hereof.

2.2.2 Either Party may terminate this Agreement on thirty (30) days' written notice for any reason. If Agreement is terminated by District without cause, District shall pay Contractor for work performed prior to the date the notice of termination is received by Contractor. If Agreement is terminated by Contractor without cause, Contractor shall reimburse District for additional costs to be incurred by District in obtaining the work from another Contractor.

2.3 Compensation and Reimbursement. District shall compensate and reimburse Contractor, including all reimbursable expenses, as provided in the attached **Exhibit "C"** ("Fee Schedule"). Contractor shall submit invoices no more frequently than monthly and no less than every quarter. Payment shall be made by the District within forty-five (45) days of District receipt of an accurate and approved invoice.

3. Responsibilities of Contractor.

3.1.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the District. District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, District shall not have the right to control the means by which Contractor accomplishes such services. Except as District may specify in writing, Contractor shall have no authority, expressed or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, expressed or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

3.1.2 Conformance to Applicable Requirements. All work performed by Contractor shall be subject to the approval of District.

3.1.3 No Subcontracts. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.1.4 Maintenance of Records. Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to fees and costs incurred for each assignment and shall make such materials available at its office at all reasonable times for three (3) years from the date of the close of each individual assignment under this Agreement, for inspection by District and copies thereof shall be furnished, if requested.

3.1.5 Ownership of Data, Reports, and Documents. Contractor shall deliver to District notes of surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of

the District. Contractor is released from responsibility to third parties for the use by District of data, reports, and documents on other projects. Contractor may retain copies of such documents for its own use. The District may use or reuse the materials prepared by Contractor without additional compensation to Contractor.

4. Laws and Regulations.

4.1 Compliance with Applicable Law. Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Agreement. If Contractor performs any work knowing it to be contrary to such laws, rules, and regulations, Contractor shall be solely responsible for all costs arising therefrom.

3.2 Eligibility for Employment in the United States. Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by Contractor to verify that persons employed by Contractor are eligible to work in the United States.

4.3 Licenses, Permits, Etc. Contractor represents and declares to District that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. Contractor represents and warrants to District that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

4.4 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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.

4.5 Labor Code Provisions.

4.5.1 Prevailing Wages. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall comply with all prevailing wage requirements under the California Labor Code and Contractor shall forfeit as penalty to the District a sum of not more than \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates. This penalty shall be in addition to any shortfall in wages paid. The District has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the District’s office and shall be made available for

viewing to any interested party upon request. Contractor 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 Contractor's principal place of business and at the Project site.

4.5.2 Registration and Labor Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

4.5.3 Labor Certification. By its signature hereunder, Contractor 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.

5. Indemnification.

To the fullest extent permitted by law, Contractor shall immediately 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 Contractor, its officials, officers, employees, subcontractors, Contractors, or agents in connection with the performance of the Contractor's services under this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and costs, including expert witness fees.

6. Insurance.

6.1.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Agreement for cause.

6.1.2 Minimum Requirements. Contractor shall obtain and maintain during the entire term of this Agreement the following insurance policies from companies authorized to issue insurance in the State of California:

(a) Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Contractor shall maintain limits no less than \$1,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations 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.

(b) Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Contractor shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

(c) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. 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 Contractor.

(d) Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self-Insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

6.1.3 All Coverages. The general liability and automobile liability policy shall include or be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to work by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects the District, its

directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor'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 Contractor's insurance and shall not be called upon to contribute with it in any way.

(a) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(i) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against District, its board members, officers, employees, agents, and volunteers, for any claims arising out of the work of Contractor.

(ii) Policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to District under such policies. Contractor shall be solely responsible for deductible and/or self-insured retention and District, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of District.

(iii) Prior to start of work under this Agreement, Contractor shall file with District evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on a certificate of insurance signed by an authorized representative of the insurer(s).

(iv) Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be cancelled or otherwise terminated by the insurer or the Contractor or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District, Attention: Director of Finance & Administration.

(v) Insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the District as to the use of such insurer.

(vi) Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. Contractor shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by District.

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

7. General Provisions.

7.1.1 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:

District:

Las Virgenes Municipal Water
District Attn:
4232 Las Virgenes Road
Calabasas, CA 91302

Contractor:

Such notice shall be deemed made when personally delivered or when mailed, upon deposit in the U.S. Mail, first class postage prepaid and registered or certified 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.

7.1.2 Time of Essence. Time is of the essence for each and every provision of this Agreement. The acceptance of late performance shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

7.1.3 District's Right to Employ Other Contractors. District reserves the right to employ other Contractors in connection with this Project.

7.1.4 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

7.1.5 Assignment or Transfer. Contractor 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.

7.1.6 Amendment. This Agreement may not be altered or amended except in a writing signed by both Parties.

7.1.7 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.

7.1.8 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

7.1.9 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.

7.1.10 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

7.1.11 Attorneys' 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 attorneys' fees and all other costs of such action.

7.1.12 Authority to Enter Agreement. Contractor 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.

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

7.1.14 Integration. This Agreement represents the entire understanding of District and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

[Signature Page following]

IN WITNESS WHEREOF, the Parties hereby have caused this Agreement to be executed the date first written above:

APPROVED:

APPROVED:

Las Virgenes Municipal Water District

[Contractor]

David W. Pedersen
General Manager

Name
Title

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
MATERIAL AND EQUIPMENT

District shall provide the following equipment and material to be stored on the premises described in Section 1.2, for the use of Contractor in performance of Contractor's duties under the Agreement:

**EXHIBIT C
FEE SCHEDULE**

I. Services

II. Reimbursable Expenses