



**October 25, 2021**

**Request for Proposals  
For Security Services for the  
Orange County Water District**

**All responses due by: December 10, 2021**

**OCWD Project Manager: Ben Lomeli**

**RFP - Orange County Water District  
Security Services**

**18700 Ward Street, Fountain Valley  
California, 92708**

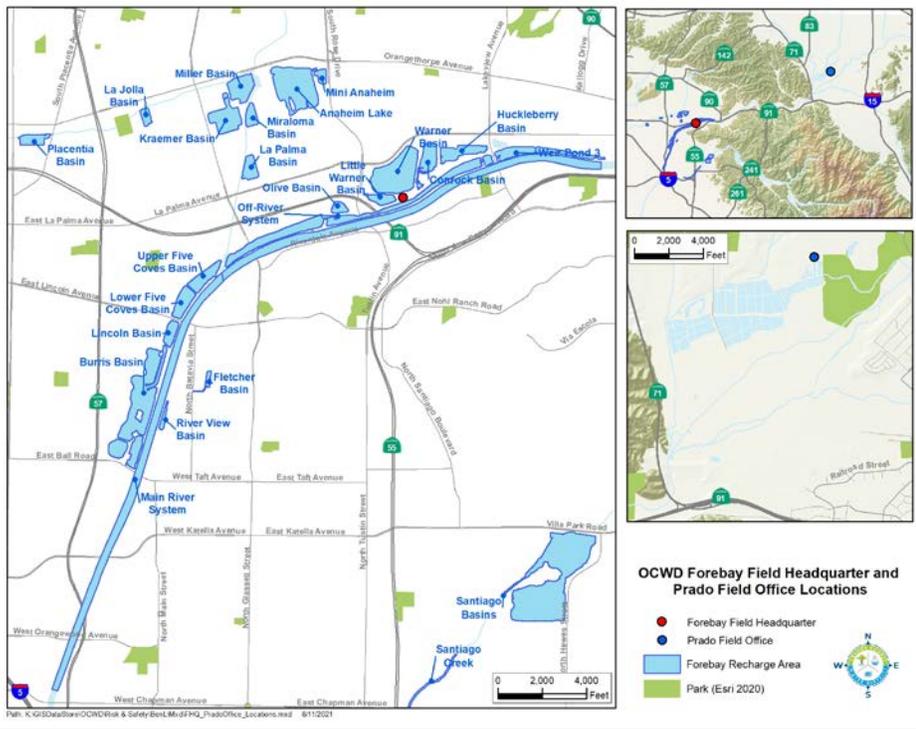
## I. Background

The DISTRICT was formed in 1933 by a special act of the California State Legislature to protect Orange County's rights to water in the Santa Ana River and to manage this important groundwater basin.

## II. Project Overview

Orange County Water District (OCWD) is seeking proposals from qualified vendors to provide Security Services to our Fountain Valley, Anaheim, and Orange, CA locations. These services will be provided under direction of the District's Risk & Safety Manager.

The District seeks a security service provider to furnish a qualified Security Officer(s) for the protection of all real property that is owned, leased, or possessed by OCWD located in Fountain Valley, Anaheim, Corona, and Orange, California.



Submitted proposals must meet all requirements set forth in this Request for Proposal (RFP).

## III. Scope of Services

The District is seeking to select a security service provider who can provide protective guard services to protect against vandalism, theft, trespass, fire, homeless encampment, and any other events detrimental to the security of OCWD Field Facilities. The security service provider will also have to provide security escort services to our employees on an on call basis to the various properties seen on map above and ensure order during demonstrations or assemblies; attend Board or Committee meetings, and any other

events detrimental to the security of OCWD at the District's Fountain Valley location located at 18700 Ward Street, Fountain Valley, CA 92708.

Service Provider agrees to furnish (protective guard services) for the protection of all real property now or hereafter, owned, leased, or possessed by OCWD and requires uniformed, unarmed Security Officer.

Security Officer will be an employee of the Service Provider, and the Service Provider will pay all salaries, benefits, and expenses of, and all federal Social Security taxes, federal and state unemployment taxes, and any similar taxes relating to such employees

For the Fountain Valley location, the Security Officer will be stationed at the centralized security monitoring station (Main Gate Security Booth) from 6:00 a.m. to 6:00 p.m., Monday through Friday, located at 18700 Ward Street Fountain Valley, CA 92708. Security Officers will record visitors' names and implement visitor access and control policy, issue parking passes, record license plate numbers, give directions, respond as needed for security or emergency related incidents, secure and patrol plant facilities as required and perimeter barriers, monitor live security footage as needed from the Video Monitoring System (VMS), and conduct other security related operations upon the request of OCWD.

For the field locations, the security coverage is 24 hours a day, 7 days a week. The Patrol Officer will be responsible for providing patrol and site security on all on and offsite facilities to include but not limited the river trail and District property (Anaheim, Orange, Placentia, Corona, Santa Ana, and Villa Park) at varying intervals. The Security Officer will check for trespassers, open gates, doors and windows, unsafe conditions/hazards, dumping, damaged property and suspicious activity.

The Security Officer will ensure the buildings, doors, windows, fences, gates, and water basin pump stations are secured. The Security Officer will ensure alarm systems are activated and report unusual circumstances. The Security Officer will investigate incidents and crimes. The Security Officer will report findings to management staff and/or law enforcement agency, if needed.

The Security Officer will maintain digital records of security officer's activities and provide daily reports, reports of incidents, crimes and other matters or occurrences relating to the security of OCWD facilities. Records and reports should be maintained in a portal or database that is accessible by OCWD at any time.

The Security officer will control access to District property, preventing trespass of unauthorized persons and homeless encampment on District Property. Monitors land-use by lessees and reports to management any inconsistencies. Acts as liaison and assists law enforcement, fire department or emergency medical staff as requested or required. As needed, intermittent monitoring of Video Monitoring System (VMS) for observing activity at remote locations.

The Security Officer will respond to calls for general service and complaints from OCWD staff including request to check alarms and to escort employees to a work location as back up. These locations include but are not limited to basins, well sites, ponds, pump stations, lakes, parks and any other district site or property.

Full management and supervisory services, including but not limited to, contract administration, supervision, training, and scheduling of personnel shall be the responsibility of the Service Provider. A Service Provider management representative may be requested to participate in OCWD meetings.

#### **IV. Initial Deliverables:**

Initial Contract Deliverables – Within 15 days of the effective date of the Notice to Proceed, successful Service Provider shall deliver to OCWD draft comprehensive plans for:

1. Post Orders
  - Standing orders for Security Officer Post
  - Access control procedures for vehicles and pedestrians
  - Reporting requirements
2. Proposed Uniform
3. Security Supervisor Contact List
4. Portal Access
5. Report Templates
  - Daily reports
  - Security incidents

#### **V. Uniforms and Equipment**

1. Service Provider shall supply all uniforms and assure they are cleaned and maintained at Service Provider's expense. All Service Provider personnel shall wear complete uniforms, badges, safety shoes, and company designation patch as issued by the Service Provider and approved by OCWD.
2. Each Security Officer shall also have nametags and identification badges with photograph and Security Provider's name. Name tag and personal photographic identification card shall be worn on the outside of the uniform, in clear view while on duty. OCWD will provide an OCWD Access badge with photo identification.
3. Service Provider shall provide all weather gear, flashlights, cellular telephone, vehicle, and other equipment required to perform the services required. Service Provider shall immediately replace or repair any Service Provider supplied equipment damaged or lost through neglect by Service Provider personnel or due to normal wear and tear associated with age.
4. Service Providers must have their Company Name and/or Logo and "Security" prominently displayed on vehicles that are to be used in service of OCWD.

5. Personal use of OCWD's telephone system by Service Provider personnel is prohibited and any expense for such calls will be deducted from billing or paid directly to OCWD.
6. OCWD may issue a two-way radio unit for the Service Provider personnel to use if necessary. Should said radio equipment be lost or damaged, the Security Provider shall reimburse OCWD for the full replacement cost of a new unit.
7. The Main Gate Security Booth will be provided for the service provider's employee to use. Service provider shall not make any modifications or alterations to this buildings or structures without the permission of the Risk & Safety Department. OCWD will provide normal maintenance and repair of the facility. Cleanliness in the Security Booth and areas used by service provider's employees shall be the responsibility of the service provider.
8. Service providers are expected to provide their own vehicle for security purposes. In the field locations, the type of vehicle is to be part of the proposal and must be able to travel along unpaved roads, river levees, through mud and dirt and be clearly marked as security vehicle. The service provider vehicle for the Fountain Valley location should be clearly marked as a security vehicle and will be parked outside of the guard shack at all times, when not in use.

## **VI. Duties & Responsibilities**

1. Any Security Officer assigned to any OCWD location will execute his/her responsibilities in a positive and professional manner. The Service Provider shall clearly demonstrate its commitment to providing personnel who project this positive image to employees, customers, suppliers, and the general public. Non-business activities by the Security Officer(s) while on duty are not permitted. Security Officer shall not use personal electronic devices or use cell phone except as required to perform duties.
2. Supervision  
Service Provider shall provide adequate supervision to ensure the Security Officer stationed at OCWD is providing the following appropriate services to secure the facility, including, but not limited to the following:
  - Monitor all incoming vehicles and delivery trucks, screen and assist visitors as appropriate.
  - In the event of an emergency, unusual incident, hazardous conditions, or an unmanageable situation, take appropriate actions to protect and safeguard employees and/or visitors. Notify OCWD Risk & Safety Department and others as necessary.
  - Maintain accurate control of issued keys and access badge.

- Monitor VMS (if applicable) for suspicious, illegal, or irregular activities and report such activities, as required.
- Protect OCWD property & personnel; manage traffic control, and report safety / security concerns to OCWD Risk & Safety Department.
- Maintain Electronic records of security activities and provide daily reports of any matters or occurrences relating to the security of OCWD facility. Attend weekly meetings with OCWD Risk & Safety Department. It would be preferred that the firm implement a software or system to communicate, store and be able to reference information, data, and records and that is accessible to OCWD Staff.
- Recommend solutions to OCWD for recurring security problems.
- Operate radios, computers, and telephones, provided by both the Service Provider and OCWD, to facilitate communications with OCWD Risk & Safety Department and plant operations staff as required.
- Control the entrance and movement of pedestrian and vehicular traffic.
- Prevent and minimize fire, theft, damage and trespassing on OCWD property.
- Be familiar with OCWD's fire and evacuation procedure.
- Be familiar with intrusion alarms or panic alarms in buildings.
- Provide directions to visitors.
- Escort OCWD staff to high hazard locations, such as but not limited to Well Sites, Basins, Pump Stations, etc. for testing, monitoring, viewing, entering, sample work and other district related activities.

### 3. Responding to Emergencies

The Security Officer stationed at OCWD shall respond to emergencies and other situations as follows:

- Respond to alarm signals or other indication of suspicious activities.
- Intercept and restrain persons threatening bodily harm to OCWD employees, visitors, or others on OCWD property, or those attempting to gain unauthorized access to or damaging OCWD property.
- Respond as specified in Post orders to incidents affecting the security of OCWD facilities, including fire, industrial accident, disorder, or other criminal acts or emergencies.
- Assist OCWD staff as needed, such as making public address announcements to warn employees, visitors, and contractors in the plant to shelter in place. Including directing evacuees to safe assembly areas. The emergencies that the Security Officer might respond to include the following:

- Tornado warnings
- Tsunami warnings
- Suspicious packages
- Medical emergencies
- Mechanical and other equipment failures
- Terrorism incident
- Building evacuations or shelter-in-place

- Elevator entrapments
- Criminal incidents such as a bombing
- Hazardous materials release within the plant
- Fire alarm activation, both legitimate and false

#### 4. Short Term Supplemental Service

In emergencies, additional Security Officers (up to two [2] Security Officers) must be provided within four (4) hours' notification, and further reasonable numbers of personnel as required within eight (8) hours thereafter.

On occasion some non-emergency events will require longer hours, additional guards, and additional days. An example of such is OCWD is a voting center during election periods in which we would need weekend security service and after-hours security.

#### 5. Documentation of Incidents

Service Provider shall ensure that any incident that occurs on OCWD property is followed by both an oral report and a written report distributed using portal to Risk & Safety Department by the close of that shift period. An incident is defined as, but not limited to the following:

- Any apparent or suspected criminal activity exercised against OCWD, its assets, or personnel, including any authorized visitors.
- Any apparent trespass of OCWD's property.
- Any verbal or physical confrontation resulting between a Security Officer and an OCWD employee or guest or visitor of OCWD.
- Any performance failure of the Service Provider.
- Any federal, state, or county regulatory requirement in which the Service Provider is in noncompliance.
- Any equipment or system failure associated with the performance of the contracted services by the Service Provider.
- Any fire or unsafe condition existing within the OCWD environment and observed by or reported to a Security Officer, and the emergency actions taken by the Security Officer to eliminate or improve such conditions.
- Any incidents in which procedures governing the safe and orderly operations of the site are violated

## **VII. Job Description:**

1. The following job descriptions will serve as a guideline for the Service Provider's security force.
2. Background - OCWD requires the Service Provider staff to be highly competent and professional. Security Officer duties are generally routine; however, inherent to security personnel is a special trust. Security Officers must adhere to a strict code of ethics and project a favorable image. An ongoing effort by the Service Provider and Service Provider staff is necessary to ensure that Security Officers are highly qualified and accepted as an asset to the OCWD.

3. OCWD shall review the Service Provider's job descriptions and qualification for their Security Officers. OCWD shall have the ability to make changes to the job description and specifications if they do not match our requirements.
4. The Service Provider is expected to investigate the background and references of each Security Officer assigned to OCWD and provide, upon request, those background and reference documents for each Security Officer who will or is working at OCWD. OCWD will not accept any Service Provider's employees who have been involved in any of the following:
  - Felony Conviction
  - Conviction for a sex offense.
  - Conviction of drunk or reckless driving within the last three (3) years; or
  - Any pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records.
5. Purpose  
To establish standards of performance that go beyond the general functions set forth in the job description and provide guidance in the performance of duties and responsibilities.
6. Expected Levels of Performance  
The expected levels of conduct and proficiency are listed below. It is not intended to be an inclusive list and is subject to modification. OCWD shall maintain the right to adjust performance standards if they are found to be lacking and give a poor reflection upon OCWD.

Security Officer:

- A professional attitude and demeanor that is cooperative, tactful, and conveys a sense of confidence to employees.
- Project a favorable image with appearance, attitude, courtesy, and job knowledge.
- Exhibit good judgment and presence of mind in making decisions.
- A consistent clean, neat uniform appearance. No unauthorized articles of clothing. All shirts correctly buttoned.
- On time arrival and check in is expected.
- Designated management representative contact.
- Submission of Security Officer reports that are accurate, factual, complete, legible, and timely. No abbreviations or police radio codes.
- Accurate and timely submission of incident reports, injury reports, and vehicle accident reports when applicable.
- In the event, a Security Officer is involved in a vehicle collision on OCWD property; the Security Officer shall undergo alcohol and drug testing that day. The Security Officer involved in the vehicle accident cannot be assigned to OCWD facilities pending the results of the alcohol and drug test.
- Basic computer skills (Microsoft Office).
- Ability to check and respond to e-mail (Microsoft Outlook).
- Proper care and accountability of OCWD property.

- Demonstrated competence in using security related equipment, such as radios, VMS, cellular telephones, alarm monitors, electronic visitor management system, and keypads.
- Maintain assigned post in a clear and organized appearance.
- Proper radio communication procedure and courtesy. (No profanity or foul language.)
- No personal phone calls.
- Make all communications check-in calls on time or account for absence prior to check-in time.
- Timely renewal of Security Officer registration (60 days prior to expiration).
- Maintain valid California driver's license. Driving license record must be provided upon OCWD request.
- Excellent attendance with no abuse of sick leave.
- Willingness to work overtime when necessary.
- Knowledge and compliance with appropriate department directives.
- Adherence to OCWD regulations and policies.
- Being knowledgeable of OCWD emergency action plan.
- Being knowledgeable of OCWD key management personnel and Board members.
- Make constructive suggestions for improvements to the Risk & Safety Manager when appropriate.
- Investigate the background and references of each Security Officer assigned to OCWD.

#### Service Provider

- Provide upon request those background and reference documents for each Security Officer assigned to OCWD.
- Complete a criminal history check for all Security Officers that will work at OCWD.
- Provide copy of Individual State Officer License or "Guard Card" of each Security Officer assigned to OCWD.
- Ensure that each Security Officer assigned to OCWD is proficient in English. He or she must have the ability to read, write and speak English fluently.
- Ensure that each Security Officer is free from narcotics, marijuana, and any other dangerous drugs by conducting medical examination/drug screenings.

#### 7. Removal without Cause

- OCWD may request the Service Provider to remove any Security Officer from performing services under the Contract Document at any time and for any reason. The Service Provider shall remove and replace personnel within 24 hours when requested by OCWD.
- The Service Provider shall remove and replace Security Officer within 60 minutes of OCWD request for any cause or condition that renders the Security Officer incapable of performing his duties, which shall include but is not limited to sleeping on duty, theft, and on-duty use of alcoholic beverages or illegal drugs.

#### 8. Neglect of Duties

- Engagement in any activity that may detract from the Security Officer's alertness and undivided attention to their duties shall not be permitted. This includes

sleeping while on duty, unreasonable delays, or failures to carry out assigned tasks, and conducting personal affairs.

9. Minimum Qualifications

Service Provider understands that Security Officer(s) proposed to be assigned to OCWD shall, as a minimum, possess the following:

- Proof of having passed all state requirements for Security Officers. They must possess an identification card issued by the Bureau of Security and Investigative Services, State of California Consumer Affairs Dept., which allows them to be employed by a licensed security agency. A copy of this Security Officer card or “guard card” shall be sent to OCWD prior to the Security Officer reporting for duty. **No Service Provider employee is exempt from this requirement.**
- A high school diploma or GED.
- At least one year of prior satisfactory employment in a similar capacity.
- OCWD reserves the right to review and interview perspective Security Officer(s) and to qualify and disqualify the Security Officer(s) based on the needs and requirements of OCWD.
- Demonstrated ability to read, write and speak English and to be readily and clearly understood when speaking on a radio (the candidates must be fluent in the English language and must be able to clearly and concisely speak and understand English).
- Have the demonstrated psychological ability to deal with issues confronted by Security Officers in the performance of their duties.
- Pass an annual drug test. Random drug test may be required if there is reasonable suspicion that a Security Officer is under the influence of alcohol or an illegal substance while on duty.
- Security Officer shall not work at any other Service Provider serviced location, while assigned to OCWD facility.
- Security Officer shall not be required to work more than sixteen (16) continuous hours in one (1) shift.
- Security Officer shall not be required to work more than sixteen (16) continuous hours within a 24-hour day period or more than two (2) different shifts within a normal work week unless the necessity for such assignment can be justified to the satisfaction of OCWD.
- Possess valid First Aid certification.
- Security Officer must be fully capable of performing duties requiring moderate to arduous physical exertion under either normal or emergency conditions. They must possess good distance vision in each eye (corrected to at least 20/30 on the Sneller Chart), normal fields of vision, good depth perception, close vision correctable to Jaeger #4 type test of both eyes, and ability to distinguish basic colors. Hearing loss not to exceed 30 decibels in both ears, or 35 decibels in the poorer ear (Hearing aids may be used only with the approval of the examining physician). Service Provider shall submit proof of medical examination prior to assignment to OCWD.
- Medical examination of Security Officers to assure their physical fitness shall be conducted prior to initial request for OCWD assignment and annually thereafter or more frequently as determined by Service Provider’s examining physician at Service Provider’s expense.

- Security Officers must be mentally alert and capable of exercising mature judgment, implementing instructions, and assimilating necessary specialized training. Emotional and mental stability is essential since duties normally require contact with the public and, under emergency situations, may involve long periods of duty without relief.

#### 9.1 Training

The Service Provider will have clearly shown OCWD in writing their comprehensive training program for personnel to be assigned to OCWD. The training shall include coverage of OCWD policies and procedures and the organizational culture.

The Service Provider will submit a detailed description of the Service Provider's Security Officer training program including content, instructor backgrounds, hours of classroom instruction and written, audio/visual training material and how it relates to OCWD's Substance Abuse and Workplace Violence and Weapons Policies. Emphasis in training in the areas of sexual harassment and recognition of potential workplace violence must be emphasized in the training of all Security Officer personnel that will be assigned to OCWD facilities.

In addition, at the Service Provider's expense, each Security Officer shall successfully complete a course in basic Security Officer training prior to assignment and shall complete an annual refresher course. At a minimum, the Security Officer training program shall include:

- General orientation
- Purposes and principles of the system of security
- Security as applied to OCWD facility
- Organization of the Security Officer force
- Functions of the Security Officer force
- Authority of the individual Security Officer
- Discipline - obedience to orders
- Hazardous materials course (provided by OCWD)
- Employee and public relations
- Self-defense
- Communications facilities and procedures
- Elementary first aid and fire protection
- Report writing
- Riot control
- Traffic control
- Use of two-way radio and FCC regulations
- Operation and use of equipment used by OCWD such as electrical (manual in power outage) operation of gates, closed circuit TV, etc.

#### 10. Safety

Service Provider and Service Provider employees shall comply with OCWD's Safety Policies. This includes, but not limited to, wearing personal protective equipment (PPE) while in the plant area and laboratories. PPE includes protective footwear comprised of non-skid soles with leather uppers, protective eye wear, reflective safety vest, and ANSI approved safety hard hat. The Service Provider shall provide safety training to the Security Officers that will be onsite at OCWD.

## VIII. Instructions to Service Provider:

### A. Examination of Proposal Documents

By submitting a proposal, the Service Provider that it has thoroughly examined and is familiar with the work required under this RFP and that it is capable of performing all of the requested services at a high level of quality to achieve the District's objectives.

### B. Addenda/Clarifications

**Questions or comments regarding this RFP must be submitted by email and must be received by both individuals listed on page 18 no later than 4:00 p.m. PDT on November 16, 2021.** Responses from the District will be posted on the District's web site by the date indicated in the schedule. Responses will not be mailed to individual respondents. Inquiries received after the date and time above will neither be accepted nor receive a response.

To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

### C. Submission of Proposals

The submission shall bear the Service Provider's name and address, and clearly marked as follows:

#### **RFP – Orange County Water District Security Services**

All proposals shall be sent electronically with one hard copy addressed and submitted to the Project Manager listed on the cover page of this RFP. Proposals must be received no later 4:00 p.m. December 10, 2021. **Late proposals will not be accepted.** Any proposals received subsequent to the date and time set herein because of electronic delivery issues or delayed mail delivery or for any other reason will not be considered by the District. **Please see "cost/pricing information" on page 16 for required cost submission process.**

## **Withdrawal of Proposals**

A Service Provider may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in this RFP by delivering by mail, email or fax to the Project Manager listed on the cover of this RFP a written request for withdrawal signed by, or on behalf of, the Service Provider.

## **D. Rights of the District**

**This RFP is not in any way to be construed as an agreement, obligation or other contract between the District and any person or firm submitting a proposal, nor does it obligate the District to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.** Proposals submitted in response to this request become property of the District and are subject to the provisions of the California Public Records Act after the announcement of award is made.

The District may investigate the qualifications of any Service Provider under consideration, require confirmation of information furnished by the Service Provider and require additional information regarding the proposal or the Service Provider's qualifications to perform the services described in this RFP. Contract award will be made, at the sole discretion of the District. The District's decision to select a Security Service Provider is final. No right of review or appeal of the decision will be considered.

The District reserves the right to:

1. Obtain clarification on any point in a Service Provider's response or to obtain additional information necessary to evaluate a particular response.
2. Reject any or all proposals.
3. Suspend or cancel the Request for Proposal in part or in its entirety without explanation to the Service Provider's.
4. Issue subsequent Request for Proposals for the same or similar services.
5. Remedy technical errors in the Request for Proposal process.
6. Negotiate with any, all or none of the Service Provider's.
7. Solicit best and final offers from all or some of the Service Providers.
8. Waive informalities or irregularities in proposals.

## **E. Contract Type**

Service Provider shall be prepared to accept the terms and conditions of the Agreement set forth in Attachment A, including the Insurance and Indemnification provisions. **If a Service Provider desires to take exception to a term or provision in the Agreement, the Service Provider shall provide the**

**following information in a section of the proposal indentified as “Exceptions to the Attachment”:**

1. Service Provider shall clearly identify each proposed change to the Agreement, including all relevant attachments.
2. Service Provider shall furnish the reasons for exception, as well as specific recommendations for alternative language.

It is understood that the District has no obligation to accept any proposed modifications to the form Agreement included in Attachment A.

**F. Collusion**

By submitting a proposal, each Service Provider represents and warrants that its proposal is genuine and not a sham or collusive, or made in the interest of, or on behalf of, any person not named herein; that the Service Provider has not directly or indirectly induced and solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Service Provider has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

**IX. Service Provider Minimum Qualifications**

**A. Qualifications of the Service Provider / Firm**

1. The Service Provider must be legally authorized to do business in the State of California.
2. The Service Provider shall have experienced management staff, possessing comprehensive knowledge of safety and security regulations as it relates to public employers.
3. The Service Provider shall possess knowledge of applicable State of California and federal laws, regulations and codes and shall be familiar with local conditions and trends relating the areas listed in the scope of work.
4. The Service Provider shall clearly state its understanding of the service objectives, scope of work and anticipated deliverables. The Service Provider must clearly state their quality review process for all deliverables.
5. The Service Provider’s office must be located in the Southern California area and provide assurance of reasonable staffing continuity.
6. Service Provider must provide three references from public agencies, water districts, or from private companies which similar work has been done. Include name of the organization, address, contact name, email, telephone number and a description of work performed for the reference.
7. As an appendix, please furnish financial information that accurately describes the financial stability of your firm.
8. Provide statistics on guard turnover rates over the past five years.

**B. Qualifications of the Staff**

Service Provider shall identify and provide professional resumes of employment history for the staff.

## **X. Proposal Format and Content**

### **A. Format**

Proposals shall be made in the official name of the firm or individual under which the vendor's business is conducted (including official business address).

Proposals shall be prepared simply and economically, providing a straightforward, concise description of Service Provider's ability and expertise as a security service provider. Proposals shall be as brief as possible and **not include any unnecessary promotional materials.**

### **B. Content**

1. **General Information:** complete the attached General Information Form (Attachment B) and place the form in the front of all proposal submissions. This form should be signed by a person duly authorized to bind the firm and proposed account team to submit a response to this RFP solicitation
2. **Profile of Firm:** This section shall include the firm name, date established, the form of corporate entity, and the address of the office that would be assigned the District's account. Include a brief description of the firm's history, size, growth, philosophy and culture, the number of employees and number of years in business under the same name, including specific experience with the public sector. Include a description of the firm's financial stability, capacity, and resources. Additionally, this section shall include a listing of any lawsuits or litigations and the result of each such action resulting from (a) any project undertaken by the Service Provider or by its subcontractors or affiliates where litigation is still pending or has occurred within the last ten (10) years; or (b) any type of project where claims or settlements were paid by the Service Provider or its insurers within the last ten (10) years.
3. **Qualifications of the Firm:** This section shall include a brief description of the Service Provider's qualifications and summary of previous experience on similar or related projects. Provide a client list from the past five (5) years. Include as contacts, individuals who may be contacted by the District for references.
4. **Project Staffing:** The Service Provider is required to list the key individuals who will be assigned to the account, their qualifications and disciplines, and the specific role that each would provide, and the Service Provider shall include as part of the proposal the resume of each key individual to be assigned to the account.
5. **Services:** Describe the following:
  - a. A complete description of services to be provided.

- 6. Cost/Pricing Information:** This section shall include the Service Provider's price or rate for performing the services discussed in the scope of work. Proposal should state an hourly rate as well as an annual cost to provide the guard at the guard shack and other locations. **The cost/pricing must be sent in a separate email with the subject line of RFP Pricing Quote and, if included with the one hard copy, must be provided in a sealed separate envelope.**

Proposals in which the costs do not reflect a reasonable relationship to the work to be conducted may be viewed as failing to comprehend the requirements of the scope of work and, therefore, cause the proposal to be rejected as being nonresponsive.

- 7. Other:** The proposals shall also include:
- a. Identification and descriptions of any affiliations or business relationships with any employee, officer, contractor or official of the District.
  - b. The selected company office hours (all locations) and availability of all staff members assigned to the District's account, including a list of dates each year that the office is closed.

## **XI. Evaluation and Selection**

**A. Evaluation Criteria:** In addition to the degree of which the Service Provider responds to the specifications of this Request for Proposal, the following criteria will be used to, but may not be limited to, evaluate the proposals:

- 1. Firm and Staff Qualifications & Experience 30 points Max:** Experience of Service Provider's firm and proposed staff; capabilities of staff to perform tasks as described in the scope of work; any subcontractors and their staff capabilities of performing tasks as assigned by Service Provider's firm; staff experience with performance similar work; record of completing services and projects on schedule; strength and stability of the firm; technical experience and assessment by client references.
- 2. Company/Staff availability 30 points Max:** Availability of sufficiently qualified and experienced staff to perform tasks as described in the scope of work; adequate organizational structure and financial stability; adequate resources to provide the level of support described in the scope of work.
- 3. Understanding of Work to be Performed 30 points Max:** Service Provider's demonstrated knowledge of security related work; thorough understanding to OCWD's expectations of the work to be performed; statement of why the Service Provider's firm is qualified to help OCWD in this endeavor.

4. **Service Provider’s Quality 10 points Max:** Service Provider’s adherence to the format of the proposal as outlined in the proposal; well written and responses that are clear and understandable; logical, organized, and well thought out concepts.
5. **Cost:** After the responses have been reviewed and scored, cost will be a final determining factor in the final decision.

## **XII. SCHEDULE**

The District plans to adhere to the following schedule regarding this RFP:

**RFP released:** October 25, 2021  
**Mandatory Pre-bid Meeting\*\*:** November 9, 2021, 9:00 a.m. (zoom)

Join Zoom Meeting

<https://ocwd.zoom.us/j/87168280239?pwd=KzVsc3VsN2pnK1YzUzdYZEliVUJpUT09>

Meeting ID: 871 6828 0239  
 Passcode: 122021  
 Dial by your location  
 +1 669 219 2599 US (San Jose)  
 +1 213 338 8477 US (Los Angeles)  
 888 788 0099 US Toll-free

Meeting ID: 871 6828 0239

**Deadline for receiving questions:** November 16, 2021  
**District’s response to questions:** November 23, 2021  
**Proposals due to District:** December 10, 2021  
**Finalists selected:** December 30, 2021  
**Finalist presentations:** Week of January 10, 2021

**Vendor selected:** February 2021 Shortly after vendor presentations and after Board approval

\*\*Proposers are required to attend the mandatory pre-bid meeting on Zoom to be eligible for this proposal. OCWD will not accept proposals from proposers who do not attend the mandatory pre-bid meeting. Failure to attend renders a proposal non-responsive.

The District reserves the right to forgo finalist presentations and to select a broker based solely on RFP responses. The District also reserves the right to change this schedule at any time.

## **Questions**

Questions regarding this RFP must be submitted via e-mail to **Benjamin Lomeli at [blomeli@ocwd.com](mailto:blomeli@ocwd.com) AND Stephanie Dosier at [sdosier@ocwd.com](mailto:sdosier@ocwd.com)**

The deadline for submitting questions is 4:00 pm PDT on November 16, 2021. Interpretations, clarifications or supplemental instructions will be issued in writing and will be posted on the OCWD website. Only questions answered by formal written addenda will be binding. Oral and other interpretations, clarifications or submittal instructions will be without legal effect.

## **XIII. PROPOSAL SUBMISSION**

Please submit the proposal electronically by email with one hard copy addressed and submitted to the District on or before 4:00pm PDT on December 10, 2021, to:

Orange County Water District  
Benjamin Lomeli  
18700 Ward St  
Fountain Valley, CA  
92708  
[blomeli@ocwd.com](mailto:blomeli@ocwd.com)

Any proposal not received at the above address or email by the prescribed time and date will be considered non-responsive. Proposals must be submitted specifically as outlined. The District is not responsible for any problems resulting from the mailing or delivery of a proposal.

**Please see “cost/pricing information” on page 16 for required cost submission process.**

**ATTACHMENT A**

AGREEMENT NO. \*\*\*

with

for

\*\*\*

This Agreement (the "Agreement") is made and entered into as of \*\*\*, by and between the ORANGE COUNTY WATER DISTRICT, a special governmental district organized and operating under the laws of the State of California (hereinafter "OCWD") and \*\*\*, ("Contractor"). (The term Contractor includes professionals performing Service)

**PART I**  
**FUNDAMENTAL TERMS**

A. Location of Project: \*\*\*

B. Description of Services/Goods to be Provided: \*\*\* in accordance with PART IV, Scope of Services, included herein.

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on \*\*\* ("Commencement Date") and the term of this Agreement shall continue through its expiration on \*\*\*.

D. Party Representatives:

D.1. OCWD designates the following person/officer to act on OCWD's behalf: \*\*\*.

D.2. Contractor designates the following person to act on Contractor's behalf: \*\*\*.

E. Notices: All notices and other writings required to be delivered under this Agreement to the parties shall be delivered at the addresses set forth in Part II ("General Provisions").

F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:

- F.1. Part I: Fundamental Terms
- F.2. Part II: General Provisions
- F.3. Part III: Special Provisions
- F.4. Part IV: Scope of Services
- F.5. Part V: Budget

G. Integration: This Agreement represents the entire understanding of OCWD and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

ORANGE COUNTY WATER DISTRICT

\*\*\*

By: \_\_\_\_\_  
Michael R. Markus, P.E.  
General Manager

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

By: \_\_\_\_\_  
Stephen Sheldon, President

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

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

Contractor Information:

RUTAN & TUCKER, LLP

Address for Notices and Payments:

By: \_\_\_\_\_  
Jeremy Jungreis, General Counsel

\_\_\_\_\_  
\_\_\_\_\_

Attention:  
Telephone:  
Facsimile No.:

PART II  
GENERAL PROVISIONS

SERVICES OF CONTRACTOR

Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

Changes and Additions to Scope of Services. OCWD shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by OCWD to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

Performance to Satisfaction of OCWD. Contractor agrees to perform all work to the satisfaction of OCWD within the time specified. If OCWD reasonably determines that the work is not satisfactory, OCWD shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

Instructions from OCWD. In the performance of this Agreement, Contractor shall report to and receive instructions from OCWD's representative identified in Part I, or his or her designee. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the OCWD.

Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the OCWD of such fact and shall not proceed except at Contractor's risk until written instructions are received from the OCWD's Representative.

Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCWD. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior express written approval of OCWD. In the event of any unapproved transfer, including any bankruptcy proceeding, OCWD may, in its sole and absolute discretion, void the Agreement. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of OCWD.

Compensation. Contractor shall be compensated in accordance with the terms of Part V hereto ("Budget"). Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with OCWD representatives, and incidental costs incurred in performing under this Agreement. Contractor shall be compensated for actual costs incurred by subcontractors or other services, and no mark-up will be paid to contractor by OCWD. Unless otherwise specified in Part V, OCWD shall compensate Contractor on a time-and-materials basis at the rates listed in Part V. Contractor shall submit an invoice referencing this Agreement, the Work Order number, date and description of services performed, and the amount. OCWD shall pay the Contractor within 30 days of receipt of the invoice.

## INSURANCE AND INDEMNIFICATION

2.1. Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance shall be as follows:

a. Commercial General Liability Insurance - The Contractor shall provide and maintain commercial general liability insurance. The coverage for commercial general liability insurance shall be at least as broad as the following: Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Contractor shall maintain limits no less than the following: Three million dollars (\$3,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to OCWD) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability Insurance - The Contractor shall provide and maintain automobile liability insurance. The coverage for automobile liability insurance shall be at least as broad as the following: Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001) covering Symbol 1 (any auto). Contractor shall maintain limits no less than the following: One Million Dollars (\$1,000,000.00) for bodily injury and property damage each accident limit.

c. Workers Compensation and Employer's Liability - The Contractor and all subcontractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

d. Professional Liability - The Contractor shall provide coverage appropriate to the Contractor's profession covering Contractor's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. The limits shall be no less than \$1,000,000 per claim and annual aggregate.

e. Environmental Impairment Liability - The Contractor shall provide and maintain coverage appropriate for the hazardous material/waste activity contemplated in this Agreement.

2.1.2. General Requirements. Contractor's insurance:

a. Shall be issued by an insurance company, which maintains an A.M. Best's rating of "-A, VII" or higher; unless otherwise approved by OCWD;

b. General Liability and Automobile Liability shall name the "OCWD, and its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "OCWD and OCWD Personnel") as additional insureds" and contain no special limitations on the scope of protection afforded to OCWD and OCWD Personnel. All insurance provided hereunder shall include the appropriate separate endorsement(s).

c. Shall be primary insurance and any insurance or self-insurance maintained by OCWD or OCWD Personnel shall be in excess of Contractor's insurance and shall not contribute with it;

d. 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;

e. Workers' Compensation and Employer's Liability shall be endorsed to state that the insurer shall waive all rights of subrogation against OCWD and OCWD Personnel, excluding Professional Liability.

f. Shall have project name and/or agreement number indicated on certificate; and

g. Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to OCWD by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

2.1.3 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by OCWD prior to the execution of this Agreement by OCWD.

2.1.4 Evidence of Coverage. Service Provider shall furnish OCWD with certificates of insurance with additional insured (Form 2010) including waiver of subrogation endorsement, demonstrating the coverage required by this Agreement, which shall be received and approved by OCWD not less than five (5) working days before work commences.

2.1.5 Workers Compensation Insurance – No Employees/Sole Proprietor. By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. Contractors and subcontractors will keep Workers Compensation Insurance for their employees in effect during all work covered by this Agreement.

In the event Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to OCWD in writing prior to OCWD's execution of this Agreement. OCWD and OCWD Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

## **2.2 Indemnification.**

2.2.1 The parties mutually acknowledge that OCWD has retained Contractor to perform the tasks and services set forth in this Agreement based upon the special skills, expertise and experience of Contractor. Accordingly, in performing the tasks and services under this Agreement, Contractor shall use the skill and care that a highly specialized professional, with expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that Contractor retains subcontractors or subcontractors to perform any portion of any of the tasks or services under this Agreement, Contractor has a duty to OCWD to ensure that the tasks and services performed by such subcontractors or subcontractors meet the same professional level, skill and expertise expected of Contractor.

2.2.2 Except as set forth in subdivision 2.2.3, Contractor shall indemnify, defend (with legal counsel acceptable to OCWD) and hold harmless OCWD and the OCWD

Personnel from and against any and all actions, suits, claims, demands, judgments, attorneys fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of Contractor's performance of any tasks or services for or on behalf of OCWD, whether or not there is concurrent active or passive negligence on the part of OCWD and/or any OCWD Personnel, but excluding any Claims arising from the active sole negligence or willful misconduct of OCWD or any OCWD Personnel.

2.2.3 The provisions of this subdivision 2.2.3 apply only in the event that Contractor is a "design professional" within the meaning of California Civil Code section 2782.8(b). If Contractor is a "design professional" within the meaning of Section 2782.8(b), then, notwithstanding subdivision 2.2.2 above, to the fullest extent permitted by law (including, without limitation, Civil Code sections 2782 and 2782.6), Contractor shall defend (with legal counsel reasonably acceptable to OCWD), indemnify and hold harmless OCWD and OCWD Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Contractor's performance of any task or service for or on behalf of OCWD under this Agreement. Such obligations to defend, hold harmless and indemnify OCWD or any OCWD Personnel shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of OCWD or such OCWD Personnel. To the extent Contractor has a duty to indemnify OCWD or any OCWD Personnel under this subdivision 2.2.3, Contractor shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor's negligence, recklessness or willful misconduct.

## LEGAL RELATIONS AND RESPONSIBILITIES

Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county, municipal and OCWD ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless OCWD against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against OCWD thereunder.

Covenant Against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Agreement. Contractor

further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

Independent Contractor. Contractor shall perform all services required herein as an independent Contractor of OCWD and shall remain at all times as to OCWD a wholly independent Contractor. OCWD shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venture, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCWD. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the OCWD; and neither Contractor nor any of its employees shall be paid by OCWD time and one-half for working in excess of forty (40) hours in any one week. OCWD is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the OCWD harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

Proprietary Information. All proprietary information developed specifically for OCWD by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of OCWD, and are confidential and shall not be made available to any person or entity without the prior written approval of OCWD. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to OCWD, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by OCWD.

Ownership of Data, Reports and Documents. The Contractor shall deliver to OCWD's representative identified in Part I, at the end of the project, notes and 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 OCWD. The Contractor is not responsible to third parties of OCWD's use of data, reports and documents on other projects. OCWD may use or reuse the materials prepared by

Contractor in any manner desired without additional compensation to Contractor. Any work performed by Contractor under this Agreement shall be the property of OCWD.

Retention of Funds. Contractor hereby authorizes OCWD to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate OCWD for any losses, costs, liabilities, or damages suffered by OCWD, and all amounts for which OCWD may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. OCWD in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of OCWD to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay OCWD any sums Contractor owes OCWD.

Termination By OCWD. OCWD reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from OCWD, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by OCWD. Contractor shall be entitled to compensation for all services rendered prior to receipt of OCWD's notice of termination and for any services authorized in writing by OCWD thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, OCWD may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by OCWD in retaining a replacement Contractor and similar expenses, exceeds the Budget.

Right to Stop Work; Termination By Contractor. Contractor shall have the right to stop work only if OCWD fails to timely make a payment required under the terms of the Budget. Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to OCWD. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to OCWD, except such services as may be specifically approved in writing by OCWD. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to OCWD and for any services authorized in writing by OCWD thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to OCWD's right to take over and finish the work and Contractor's liability therefor shall apply.

Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.

Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

Rights and Remedies are Cumulative. The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of OCWD or Contractor, including but not restricted to acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation and/or acts of any governmental agency, including OCWD, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, OCWD shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of OCWD such delay is justified. OCWD's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCWD for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

Non-liability of OCWD Officers and Employees. No officer, official, employee, agent, representative or volunteer of OCWD shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by OCWD, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

Conflict of Interest. No officer, official, employee, agent, representative or volunteer of OCWD shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement which affects his or

her financial interest or the financial interest of any corporation, partnership, or association in which he or she is interested, in violation of any Federal, State, or OCWD statute, ordinance, or regulation. The Contractor shall not employ any such person while this Agreement is in effect.

Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a sole proprietor, then prior to signing the Agreement, Contractor shall provide to the OCWD a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the OCWD will report the information from Form W-9 to the State of California Unemployment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

### MISCELLANEOUS PROVISIONS

Records and Reports. Upon request by OCWD, Contractor shall prepare and submit to OCWD any reports concerning Contractor's performance of the services rendered under this Agreement. OCWD shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of OCWD and shall be delivered at no cost to OCWD upon request of OCWD or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of OCWD. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and OCWD shall have access to such records upon 48 hours notice.

Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the OCWD shall be delivered to the following address, to the attention of the OCWD Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To OCWD	Orange County Water District
<u>Representative:</u>	P. O. Box 8300
	Fountain Valley, CA 92728-8300

All invoices shall be properly identified with the corresponding Agreement No. and sent to the address shown below:

Invoices Only: Orange County Water District  
Attention: Accounts Payable  
P. O. Box 20845  
Fountain Valley, CA 92728-0845

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget"), Part III shall take precedence and prevail over Parts I, II, IV and V; Part II shall take precedence and prevail over Parts I, IV and V; Part IV shall take precedence and prevail over Parts I and V; and Part V shall take precedence over Part I.

PART III  
SPECIAL PROVISIONS

A. Section 2.1.1.d Professional Liability, from PART II, GENERAL PROVISIONS, is deleted in its entirety and replaced with the following:

“d. Professional Liability - The Contractor shall provide coverage appropriate to the Contractor’s profession covering Contractor’s wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. The limits shall be no less than \$2,000,000 per claim and annual aggregate”.

B. Section 2.1.1.e. Environmental Impairment Liability from PART II, GENERAL PROVISIONS, is replaced in its entirety with the following:

“e. Environmental Impairment Liability – The Contractor shall provide and maintain coverage in a limit no less than \$1,000,000 per claim and \$2,000,000 annual aggregate for the hazardous material/waste activity contemplated in this Agreement. “

PART IV  
SCOPE OF SERVICES

A. Services shall be performed in accordance with Exhibit A, \*\*\* dated \*\*\*.

PART V  
BUDGET

A. OCWD shall compensate Contractor in accordance with \*\*\* dated \*\*\* for a not-to-exceed fee of \$\*\*\*.

**ATTACHMENT B**

**GENERAL INFORMATION FORM**

(To be completed by the proposer and placed at the front of your proposal)

\_\_\_\_\_  
Legal Name of Firm

\_\_\_\_\_  
Firm's Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Firm's Fax Number

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Firm's Website Address

\_\_\_\_\_  
Type of Organization (Corporation, Sole Proprietorship, Partnership, etc.)

\_\_\_\_\_  
Business License (documented)

\_\_\_\_\_  
Taxpayer ID Number (Federal)

\_\_\_\_\_  
Name and Title of Project Manager

\_\_\_\_\_  
Name, Title & Phone Number of Person Project Correspondence Should Be Directed to

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

\_\_\_\_\_  
Listing of Major Subcontractors Proposed and Areas of Responsibility/Phone Number

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Person Signing Completion of General Information Form