



## *South Placer Fire District*

6900 Eureka Road  
Granite Bay, California 95746  
Ph (916) 791-7059 Fax (916) 791-2199  
www.southplacerfire.org

### **Board of Directors**

*Chris Gibson DC  
Gregary Grenfell  
Terri Ryland  
Tracy Randall  
Michael Johnson  
Ken Musso  
Dan Bajtos*

### **Fire Chief**

*Mark Duerr*

**Providing Exceptional Service to Our Community**

To Whom it May Concern:

The South Placer Fire District is soliciting well-qualified firms for the purpose of developing Standards of Cover to help the District understand its current situation and plan for the future. Our objective is to select a firm that fully meets the requirements identified in this Request for Proposal (RFP).

We would hereby like to invite you to submit proposals in accordance with the Request for Proposal – Standards of Cover”.

We have included the RFP as a pdf file with all of the necessary information related to this RFP including requirements, timelines, and contact information. If you have any questions or require clarification, the contact information and process are part of the document as well.

The deadline for proposals is February 16<sup>th</sup>, 2023 at 12:00 pm.

Thank you very much for your time and we look forward to working with you.

Respectfully,

Mark Duerr  
Fire Chief



**South Placer Fire DISTRICT**  
**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**Standards of Cover**  
**(FD-23-001)**

**Release Date: Monday, January 23, 2023**

**Proposal Deadline: Thursday, February 16, 2023 by 12:00 PM**

*Proposals must be received via email at the email address below by deadline.*

Matt Feeley, Deputy Chief  
Email: [mfeeley@southplacerfire.org](mailto:mfeeley@southplacerfire.org)  
Phone: 916-791-7059

South Placer Fire District  
6900 Eureka Road  
Granite Bay, Ca 95746

***PLEASE READ: Ukraine/Russia-Related Sanctions Compliance.*** *Consultant/Proposer is aware of the requirements of California Executive Order N-6-22 ("Ukraine/Russia-Related Sanctions), which obligates consultants/proposers to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The Services may be subject to compliance monitoring by the District. It shall be the consultants/proposers sole responsibility to comply with all applicable economic sanctions.*

## **SECTION 1 – PURPOSE**

The South Placer Fire District (District) is accepting proposals from qualified vendors to research, write, and produce a Standards of Cover (SOC) analysis consistent with the guidelines set forth by the Center for Public Safety Excellence and in accordance with the specifications, terms, and conditions shown in this Request for Proposal (RFP). The analysis should formulate recommendations for appropriate staffing and deployment of firefighting and emergency medical service resources consistent with state and national best practices. Prospective respondents are advised to read this information and review the Reference Material (**Attachment A**) carefully prior to submitting a proposal.

Proposers providing the best professional services proposal to address the RFP scope of work will be invited to interview. Thereafter, negotiations will proceed with the top-ranked Proposer.

## **SECTION 2 – SOUTH PLACER FIRE DISTRICT**

The District is in Placer county and serves the communities of Granite Bay, the Town of Loomis, parts of Penryn, Newcastle, and unincorporated Placer County. The District is located 20 miles northeast of Sacramento and covers approximately 55 square miles and has a population of 48,000, which increases by nearly 10,000 during the summer months.

The District provides all-risk fire protection services including structural and wildland fire, emergency medical services as both first responders and advanced life support transport, technical rescue, hazardous material first response, fire prevention, and public education.

## **SECTION 3 – SCOPE OF WORK**

The Proposer shall conduct a Standards of Cover (SOC) analysis to formulate recommendations for appropriate staffing and deployment of firefighting and emergency medical service resources consistent with state and national best practices, including recognized National Fire Protection Association (NFPA) standards, any federal and state mandates relative to emergency services, and District established performance benchmarks. The study will be consistent with the recommendations of the Center for Public Safety Excellence (CPSE), as well. The Standards of Cover shall also include analysis and recommendations for the future improvement of services to the community. All methodology used in the Standards of Cover analysis of the District will follow the methodology described in the “Quality Improvement for the Fire and Emergency Services” based on the 10<sup>th</sup> edition of the Commission on Fire Accreditation International model.

The District is seeking a Standards of Cover which effectively meets these four goals:

1. Simplicity – clear and concise.
2. Understandability – readable and easy to understand.

3. Usability – adaptable and implementable.
4. Accountability – provide findings and recommendations to measure implantation success.

The Proposer shall have knowledge of industry-accepted best practices and procedures, including but not limited to, National Fire Protection Association (NFPA) guidelines, Insurance Services Office (ISO), Committee on Fire Accreditation International (CFAI) guidelines, Center for Public Safety Excellence (CPSE) guidelines, CAL-OSHA, International Association of Fire Fighters (IAFF), International Association of Fire Chiefs (IAFC) and other best practices in the Fire Service.

The final Standards of Cover analysis report shall include:

1. A summary of the method of analysis.
2. A summary review of the strengths of the District and opportunities for improvement and change.
3. All response and service level data shall be reported for a minimum of the last three (3) years.
4. Response and Community Risk data shall be displayed in a GIS format to the extent possible.
5. An explanation of proposed changes and recommendations for their implementation.
6. Inclusion of supporting data and rationale for all recommendations.
7. Supporting statistics and other visual data to fully illustrate the current situation and Proposer recommendations.
8. An analysis of the efficiency of the current deployment model and analysis of a recommendation for future optimized service delivery.
9. An analysis of the District's ability to respond to larger or more significant emergencies.
10. The specific components are described below.

The Standards of Cover analysis report shall include the following components:

- 1. General summary of the community served.**
  - a. History, formation, and general description of the South Placer Fire District.
  - b. Service areas for the District's fire and emergency medical service response area (population and demographics).
  - c. Current organizational design.
  - d. Operating budget, funding, fees, taxation, and financial resources.
  - e. Description of the current service delivery infrastructure.
  
- 2. Analysis and summary of the services provided.**
  - a. Review and evaluate calls for service demographics from a historical and current perspective.

- b. Review and evaluate operational staffing levels and distribution of resources.
  - c. Review and evaluate administration and support staffing levels, including an analysis of the District's hierarchy, distribution of workload, deployment, and management practices weighed against contemporary organization principles and business processes.
  - d. Review the District's performance goals, objectives, and measures.
3. **Examine the effectiveness of the inter-jurisdictional response.** The area served by the District is adjacent to partner agency providers. Today, those partnerships are established through mutual benefit agreements. The study shall evaluate the effectiveness and benefits of emergency services including services provided by the District and by its partners.
4. **Analysis and summary of the Community Risk.** Conduct an analysis of community fire protection risks, growth projections, and land uses and interpret their impact on emergency service planning and delivery. Land use, zoning classifications, parcel data, ISO fire flow data, economic value, building footprint densities, occupancy data, and demographic information should be used, along with specific target hazard information, to analyze and classify community fire protection risk by geography and type.
- Use local planning/zoning data combined with available Geographic Information System (GIS) data to evaluate the physical risks of the community including:
- a. Overall geospatial characteristics including political and growth boundaries, construction, and infrastructure limitations.
  - b. Topography including response barriers, elevation extremes, and open space/interface.
  - c. Transportation network including roads, rail lines, and waterways.
  - d. Evaluation of physical assets protected.

An interpretation of available census and community development data must be provided indicating:

- a. Population history
- b. Census-based population and demographic information
- c. Community planning-based population information
- d. Transient population and demographic information
- e. Population density
- f. Community land use regulations
- g. Occupancy types by land use designation
- h. Hazardous substances and processes
- i. Non-structural risk categorization

Evaluate the current workload of the District and relate that analysis to the previously described community risk.

Prepare a demand study that analyzes and geographically displays current service demands by incident type and temporal variation.

Prepare an analysis that will include a matrix showing the community's common and predictable risk types identifying staffing and resource needs. The matrix shall be developed with attention to:

- a. Risk-specific staffing levels to meet the critical tasking analysis for the identified risks.
- b. Apparatus assignments to accommodate the anticipated fire flows and other critical functions of the identified risks.
- c. Time standards that will provide for effective initiation of critical tasks and functions.
- d. Summary of currently available resources in matrix format.

**5. Review of historical system performance.** Review and make observations regarding all areas involved in, or affecting, service levels and performance. Areas to be reviewed shall include, but not necessarily be limited to:

- a. Distribution Study
  - i. Overview of the current facility and apparatus deployment strategy, analyzed through Geographical Information Systems (GIS) software, with identification of service gaps and, redundancies in initial unit arrival.
- b. Concentration Study
  - i. Analysis of response time capability to achieve full effective response force.
  - ii. Analysis of the company and staff distribution as related to effective response force assembly.
- c. Reliability Study
  - i. Analysis of current workload, including unit hour utilization of individual companies.
  - ii. Review of actual or estimated failure rates of individual companies.
  - iii. Analysis of call concurrency and impact on effective response force assembly (resource drawdown).
- d. Capacity Study
  - i. A study of the maximum emergency service capability of the District resources inclusive of auto aid and mutual aid resources.
- e. Live Traffic Performance Study
  - i. Analysis of actual and historical system reflex time performance, analyzed by individual components including but not limited to call processing time, turnout time, travel time, total response time, and effective response force.
- f. Historical Study

- i. Review and analysis of the history of call locations, including but not limited to skilled nursing facilities, clinics, residences, and commercial properties.

**6. Performance objectives and measures.** An appropriate set of goals and objectives must be developed for the District specific to the nature and type of risks identified as common and predictable to the community. The goals and objectives shall be developed with respect to the following:

- a. Distribution - Initial attack (first due) resources for risk-specific intervention.
- b. Concentration - Effective response force assembly or the initial resources necessary to stop the escalation of the emergency for each risk type.

**7. Overview of compliance methodology.** Work with the District's management team to develop a methodology that will allow the District to continually measure future performance. This methodology shall include, but not necessarily be limited to:

- a. Records Management Systems (RMS) usage policies.
- b. Assignment of oversight responsibilities.
- c. Schedule of assessments.
- d. Review requirements.
- e. District adopted metrics.

**8. Evaluation, conclusions, and recommendations to policymakers.** Develop and analyze various operational models for providing emergency services with the specific intent of identifying those options that can deliver the optimum levels of service identified in the previous components at the most efficient cost. Recommendations shall be provided identifying the best long-range strategy for service delivery and the impact of initiating such a strategy.

Develop one or more long-range options for resource deployment that will improve the District's level of service for the identified performance objectives and targets.

This should include but is not necessarily limited to, specific recommendations regarding:

- a. Any relocation or elimination of existing facilities.
- b. General locations of future necessary fire stations.
- c. Selection and deployment of apparatus by type.
- d. Service delivery recommendations, including deployment of operational staffing

Evaluate and present in graphical and descriptive format for the deployment option(s):

- a. Degree of benefit to be gained through its implementation:
  - i. The extent to which it achieves established performance targets.
  - ii. Potential negative consequences.

9. **Development Timeline.** The Proposer shall include a recommended schedule to meet with key personnel of the District to obtain an understanding of existing operations and expectations, data analysis, and review preliminary and final results. Meetings can be conducted via a virtual meeting platform.
10. **Deliverables.** The Proposer shall prepare a draft report, a final report, and a presentation to be delivered by the Proposer to District personnel and elected officials.
- a. Draft Report due for Review: July 10, 2023
    - i. The Proposer will develop and produce a draft version of the written report for review by District personnel. Feedback is a critical part of this project and adequate opportunity will be provided for review and discussion of the draft report prior to finalization. A review of the draft may be performed through a virtual meeting platform.
  - b. Final Report due for Review: August 7, 2023
    - i. The Proposer will complete any necessary revisions of the draft and provide both hard copy (2) format and computerized format.
  - c. Presentation at District's Board Meeting: September 13, 2023
    - i. The Proposer shall prepare and deliver a presentation to personnel and elected officials, including the following:
      - 1. A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations.
      - 2. Supportive audio-visual presentation.
      - 3. Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate.
      - 4. Opportunity for questions and answers, as needed.
      - 5. All presentation materials, files, graphics, and written material will be provided to the District for review before the presentation(s) and at the conclusion of the presentation.

## SECTION 4 – RFP OVERVIEW

### RFP Timeline

The District will endeavor to administer the proposal process in accordance with the terms and dates outlined below (Table 1); however, the District reserves the right to modify the terms, activities, timeline, or any other aspect of the process at any time, as it deems necessary.

### RFP Coordinator

All communications concerning this RFP must be submitted via email to the RFP Coordinator identified below. The RFP Coordinator will be the sole point of contact for this RFP.

Deputy Chief Matt Feeley  
South Placer Fire District



6900 Eureka Road, Granite Bay, CA 95764  
 Email: mfeeley@southplacerfire.org  
 Phone: 916-791-7059

**Table 1 – RFP Timeline**

MILESTONE	DUE DATE / TIME
Release of Request for Proposal	January 23, 2023
Deadline for Submission of Written Questions	January 30, 2023
District Issues Response to Written Questions	February 6, 2023
Deadline for Proposal Submission	February 16, 2023, by 12:00 pm
District Evaluation of Proposals	February 20-24, 2023
Notification of Finalist(s)	March 3, 2023
Interviews of Finalist(s) (if necessary) *	March 14-15, 2023
Contract Starts	April 2023

\* *It is recommended for Proposer to reserve dates to ensure availability*

**RFP Amendment and Cancellation**

The District reserves the unilateral right to amend this RFP in writing at any time. The District also reserves the right to cancel or reissue the RFP in its sole discretion. If an amendment is issued, the District shall provide notice of the amendment to all Proposers. In addition, the District shall post the amendment on its website at <http://www.southplacerfire.org>. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments thereto.

**RFP Questions**

Specific questions concerning the RFP should be submitted via e-mail to the RFP Coordinator prior to the “Deadline for Questions.” Proposer questions should clearly identify the relevant section of the RFP, and page number(s) related to the question being asked. The questions submitted, and the District’s responses shall be posted on the District’s website at <http://www.southplacerfire.org>.

**Proposal Submittal**

Proposals must be submitted no later than the date/time listed in Table 1. Proposals received after this time and date will not be considered. Proposers must submit an electronic copy (a single .pdf file containing all submitted material) to the RFP Coordinator: Matt Feeley, Deputy Chief, (Email: [mfeeley@southplacerfire.org](mailto:mfeeley@southplacerfire.org)).

**SECTION 5 – PROPOSAL SUBMISSION REQUIREMENTS**

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the District by simplifying the review process and providing standards for the comparison of submissions.

Proposals submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. The District encourages concise and cost-efficient proposals. Proposals should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP and should not contain redundancies and conflicting statements.

### **Proposal Format and Content**

Proposals should be prepared on standard 8 1/2" x 11" paper. All proposal pages should be numbered. Failure to follow this specified format, to label the responses correctly, or to address all of the subsections may, at the District's sole discretion, result in the rejection of the proposal.

Proposals must contain the following information in the order listed:

#### **1. Introductory letter**

The introductory letter should be addressed to:

Matt Feeley  
South Placer Fire District  
6900 Eureka Road  
Granite Bay, CA 95764

The letter shall include the following:

- a. Proposer's legal name and corporate structure.
- b. Proposer's primary contact information, including name, address, phone, website, and email.
- c. Identification of use of subcontractors and scope of work to be performed by subcontractors.
- d. Identification of any pending litigation against the Proposer.
- e. Disclosure of any bankruptcy or insolvency proceedings in the last ten (10) years.
- f. Statement indicating the proposal will remain valid for at least 120 days.
- g. Signature of a company officer empowered to bind the Proposer to the provisions of this RFP and any contract awarded pursuant to it.

#### **2. Qualifications, Experience, and References**

Describe the Proposer's capability for actually undertaking and performing the work. This section shall include the following:

- a. Any professional licenses and certificates held by the Proposer.
- b. List types and locations of similar work performed by the Proposer in the last five (5) years that best characterizes the quality and past performance.

- c. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection Process.
- d. A recent sample of work for a Standards of Cover assessment.

### 3. Work Plan

The work plan must state the Proposer's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFP. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP. The work plan shall demonstrate Proposer has sufficient skills and knowledge to perform the Scope of Work in this RFP.

### 4. Pricing

The District seeks a clear and comprehensive understanding of all costs associated with the RFP. This section should include the cost for requested services outlined in the Scope of Work. Proposers shall clearly describe and outline fees for the services to be provided for each task of the project. Upon completion of each task, the Proposer will notify the District and request payment for the products and services by submitting an invoice and a brief description of work performed during the billing period. Upon receipt of the invoice, the District will review in a timely manner the products and services noted, verify completion, and authorize payment.

### 5. Commitment to Diversity, Equity, and Inclusion

The District has a commitment to conduct business with entities that follow sustainable practices and provide safe and healthy workplaces for the individuals employed. In addition, the District is committed to ensuring that diversity, inclusiveness, and equity are integral parts of day-to-day management, work, and service delivery. Within this section, the Proposer will state and provide a detailed narrative about any diversity or inclusiveness programs the Proposer has implemented, as well as any environmentally sustainable practices.

### 6. Optional Supplemental Information

This section may include graphs, charts, photos, resumes, and any other relevant information in support of the Proposer's solution.

### 7. Disclosures

A statement that the Proposer or any individual who will perform work for the Proposer is free of any conflict of interest. The Proposer should identify any professional or personal financial or other interest which could be a possible conflict of interest in performing the services of the RFP. This includes any activities or relationships of the Proposer that might create a conflict of interest for the Proposer or the District, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the District to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

#### 8. Agreements and Warranties

Provide all standard contracts, including licensing, annual maintenance, and installation support services agreements typically used, included, or required by the proposed solution, to be provided by Proposer and the associated costs, if any, to the District.

#### 9. Professional Services Contract Alterations

Attached to the RFP (**Attachment B**) is a copy of the District's standard Professional Services Agreement ("Contract"). The District's standard Contract may be modified, in the District's sole discretion, to address the specific provisions of this RFP and Proposers should note that this RFP any specifications or other requirements specific to this RFP shall be included in the Contract and Contract's exhibits following an award of the Contract.

Please review the Contract carefully and note in your proposal any exceptions or alterations to the Contract. **Alterations or changes to the Contract that are not in the Proposer's response will not be allowed after the selection of the Proposer.** This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the District can compare all respondents on an equal basis. However, the District reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the District's standard Contract.

## SECTION 6 – PROPOSAL EVALUATION

The District will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP received by the proposal due date and time specified in this request.

### Review and Evaluation

A team will review and evaluate all submitted proposals. During the evaluation process, the team may request additional information or clarification from Proposers responding to this RFP.

Evaluation and determination of the best value to the District will be based on, but not limited to:

1. Firms Qualifications, Experience, and References: Experience in performing work of a closely similar nature and size; experience working with public agencies, including law/emergency personnel; strength, stability, experience, and technical competence of the company; input from references.
2. Qualifications and Experience of Personnel and Staffing: Qualifications and experience of proposed personnel for requested services.
3. Work Plan: Depth of understanding of the District's requirements; overall quality and logic of work plan.
4. Quality and Responsiveness of the Proposal: Completeness of response in accordance with the RFP instructions.

5. Rates and Fees: Reasonableness and competitiveness of the rates and fees proposed; the overall value of the proposed work plan given the proposed contract pricing; how well the proposed price matches what the firm promises to deliver.
6. Further Evaluation: After evaluating all proposals, the District may elect to further evaluate the top firms. Such evaluations or interviews will be arranged in advance.

## **SECTION 7 – GENERAL TERMS AND CONDITIONS**

### **Collusion**

By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and not made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or encouraged any other person to refrain from submitting a response; and that the Proposer has not in any manner colluded to secure any improper advantage over any other person submitting a response.

### **Gratuities**

No person will offer, give, or agree to give any District employee or its representatives any gratuity, discount, or offer of employment in connection with the award of the contract by the District. No District employee or representative will solicit, demand, accept, or agree to accept from any other person a gratuity, discount, or offer of employment in connection with a District contract.

### **Required Review and Waiver of Objections by Proposers**

Proposers should carefully review this RFP and all attachments and submit comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”) in writing to the District no later than the deadline established in this RFP. This will allow the issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any alleged defect with the RFP will be considered waived and invalid unless the Proposer brings the alleged defect to the attention of the District, in writing, by the deadline as established in this RFP.

### **Nondiscrimination**

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the District’s contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the District or in the employment practices of the District’s Proposers. Accordingly, all Proposers entering into contracts with the District will, upon request, be required to show proof of such

nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

### **Proposal Preparation Costs**

The District will not pay any costs associated with the preparation, submittal, or presentation of any proposal made in response to this RFP.

### **Proposal Withdrawal**

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

### **Proposal Errors**

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

### **Incorrect Proposal Information**

If the District determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal will be determined non-responsive and will be rejected.

### **Assignment and Subcontracting**

The Proposer may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the District. Each subcontractor must be approved in writing by the District. The substitution of one subcontractor for another may be made only at the discretion of the District and with prior, written approval from the District.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime Proposer and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP offshore (outside the United States).

### **Right to Refuse Personnel**

The District reserves the right to refuse, at its sole discretion; any subcontractors or any personnel provided by the Proposer or approved subcontractors. The District reserves the right to interview and approve all Proposer staff members in District's sole discretion. Proposer's staff may be subject to the District's background and drug testing processes at any time.

### **Proposal of Additional Services**

If Proposer offers services in addition to those required by and described in this RFP, those additional services may be added to the contract before contract signing at the sole discretion of the District.

### **Licensure**

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary business and professional licenses. The District may require any or all Proposers to submit evidence of proper licensure.

### **Conflict of Interest and Proposal Restrictions**

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

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for the award, or being awarded a contract under this RFP.

Any individual, company, or other entity involved in assisting the District in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Proposers and said individual, company, or other entity may not submit a proposal in response to this RFP.

### **Contract Negotiations**

After a review of the proposals and completion of the demonstration and proof of concept, the District intends to enter contract negotiations with the selected Proposer(s). These negotiations could include all aspects of services and fees.

### **Execution of Contract**

If the selected Proposer(s) does not execute a contract with the District within fifteen (15) business days after notification of selection, the District may give notice to that Proposer of the District's intent to select from the remaining Proposers or to call for new proposals, whichever the District deems appropriate.

### **Right of Rejection**

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

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The District may reject any

proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

Proposers may not restrict the rights of the District or otherwise qualify their proposals. If a Proposer does so, the District may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

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

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

### **Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP process become the property of the District. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act (Government Code Sections 6250-6270 and 6275-6276.48). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

### **Proprietary Information**

The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government Code §6276). Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the District for honoring such a designation. The failure to so label any information that is released by the District will constitute a complete waiver of all claims for damages caused by any release of the information.

### **Severability**

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



### **Proposal Amendment**

The District will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the District.

### **Commitment to Diversity, Equity, and Inclusion**

The District has the commitment to conduct business with entities that follow sustainable practices and provide safe and healthy workplaces for the individuals employed. In addition, the District is committed to ensuring that diversity, inclusiveness, and equity are integral parts of day-to-day management, work, and service delivery.

### **Climate Action Plan and Environmental Sustainability**

The District's Climate Action Plan/Sustainability Action Plan is intended to increase the environmental sustainability of the District in terms of HG emission reductions as well as long-term operational efficiency, waste prevention, reduction in the consumption of natural resources, and minimization or elimination of potential adverse effects to the environment that could otherwise occur during District operations. Proposers are encouraged to engage in environmental sustainability practices.

## **ATTACHMENT A – REFERENCE MATERIALS**

The following is a list of links to reference documents relevant to the Standards of Cover.

- 2015 – Fire District Standards of Cover – Citygate Associates, LLC ◦ [Volume 1 – SOC and HQ Review – Executive Summary](#) ◦ [Volume 2 – SOC and HQ Review – Technical Report](#) ◦ [Volume 3 – SOC and HQ Review – Map Atlas](#)
- [2017 – Fire Department EMS Master Plan – Citygate Associates, LLC](#)
- [2017 – Fire Department Training Master Plan – Citygate Associates, LLC](#)

## **ATTACHMENT B – AGREEMENT**

The following is a copy of the District's standard Professional Services Agreement ("Contract").

**INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES  
STANDARDS OF COVER STUDY AND REPORT**

This agreement (“Agreement”) is by and between the South Placer Fire District (“District”) and [Contractor Name] (“Contractor”) (together, they are referred to as “Parties,” and individually, as a “Party”).

**RECITALS**

1. District is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services that are required.
2. District is in need of such services and advice and Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by District.

**AGREEMENT**

**1. EXHIBITS**

This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it.

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance

**2. EFFECTIVE DATE AND TERM**

- a. This Agreement is effective on [Insert Date] (“Effective Date”).

- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) **[insert Ending Date]**.

**3. INDEPENDENT CONTRACTOR**

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

**4. SCOPE OF SERVICES**

Contractor shall furnish to District the services described in Exhibit A ("Services").

**5. COMPENSATION**

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B ("Compensation").

**6. GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions are set forth in Exhibit C.

**7. INSURANCE**

Exhibit D, entitled Insurance is attached, and incorporated by reference.

**8. SUPPLEMENTAL TERMS AND CONDITIONS (CONSTRUCTION RELATED)**

Not Applicable.

**9. NOTICE**

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To District:

South Placer Fire District  
6900 Eureka Road  
Granite Bay, CA 95764  
Attn: Fire Chief Mark Duerr

To Contractor:

[Contractor Name]  
[Contractor Address]  
[Contractor City, State, Zip code]  
Attn: [Contractor Contact]

**10. LIMITATION OF LIABILITY**

Other than as provided in this Agreement, District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

The Parties have executed this Agreement on the dates indicated below.

**South Placer Fire District**

**[Contractor Name]**

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**to AGREEMENT FOR SERVICES**

**SCOPE OF SERVICES**

Contractor shall Conduct a Standards of Cover (SOC) analysis to formulate recommendations for appropriate staffing and deployment of firefighting and emergency medical service resources consistent with state and national best practices including recognized National Fire Protection Association (NFPA) standards, any federal and state mandates relative to emergency services, and District's soon to be established performance benchmarks. The study shall also be consistent with the Center for Public Safety Excellence (CPSC)'s recommendations. The Standards of Cover shall also include analysis and recommendations for the future improvement of services to the community. All methodology used in the Standards of Cover analysis of the District will follow the methodology described in the "Quality Improvement for the Fire and Emergency Services" based on the 10<sup>th</sup> edition of the Commission on Fire Accreditation International model.

The services provided shall conform to, and address all sections, subsections and required elements for any and all preliminary and final reports as set forth in more detail in the Districts Request For Proposals (RFP) for Standards of Cover (RFP 23-001) dated: January 23, 2023

COMPENSATION

A. Compensation

TBD Based on the Proposal

B. Payment

TBD Based on the Proposal



## to AGREEMENT FOR SERVICES

## GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
2. **ORIGINALITY OF SERVICES.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by District as a basis for such services.
3. **PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
4. **TERMINATION.**
  - a. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
  - b. **Without Cause by Contractor.** Contractor may not terminate this Agreement without cause.
  - c. **With Cause by District.** District may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
    - (1) material violation of this Agreement by Contractor; or
    - (2) any act by Contractor exposing District to liability to others for personal injury or property damage; or
    - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Contractor. If the expense, fees, and/or costs to District exceeds the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
  - d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - (1) material violation of this Agreement by District; or
    - (2) any act by District exposing Contractor to liability to others for personal injury or property damage; or
    - (3) District is adjudged bankrupt, District makes a general assignment for the benefit of creditors or a receiver is appointed on account of Districts insolvency.

Written notice by Contractor shall contain the

reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.

- e. Upon termination, Contractor shall provide District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

**5. INDEMNIFICATION / DEFENSE / HOLD HARMLESS.**

- a. **Generally.** To the furthest extent permitted by California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:

- (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; *or*
- (2) arises out of, pertains to, or relates to the performance of this Agreement

- b. **Indemnified Parties, Defined.** The “Indemnified Parties” are District, its officers, consultants, employees, and trustees.

- c. **Claim, Defined.** A “Claim” consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney’s and consultants’ fees and causes of action to property or persons, including personal injury and/or death, except that:

- (1) If the Contract is a contract for design professional services under Civ. Code, § 2782.8, a “Claim” shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor; and
- (2) If the Contract is a construction contract with a public agency under Civ. Code, § 2782, a “Claim” shall exclude any loss to

the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.

- d. District may accept or reject legal counsel Contractor proposes to defend District with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend District at Contractor’s expense against a Claim set forth in Section 5.a, supra, of this Exhibit C.

- 6. **INSURANCE.** Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.

- 7. **CONFIDENTIALITY.** Contractor and Contractor’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services (“Confidential Information”), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of District, except as required by law or as necessary for Contractor’s agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor’s agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to District notice(s) of the legal process,” but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that District may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.

- 8. **CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information

subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify District of this information.

9. **APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon District until District's Governing Board has approved all the terms and conditions contained herein.
10. **DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
11. **COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances, and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from District. If Contractor performs any work that is in violation of any laws, ordinances, rules, or regulations, without first notifying District of the violation, Contractor shall bear all costs arising therefrom.
12. **PERMITS / LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
13. **SAFETY AND SECURITY.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **ANTI-DISCRIMINATION.** It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry,

physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, Contractor agrees to require like compliance by all its subcontractor(s).

**15. FINGERPRINTING OF EMPLOYEES.**

NOT APPLICABLE

16. **AUDIT.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

17. **EVALUATION OF CONTRACTOR AND SUBORDINATES.** District may evaluate Contractor in any manner which is permissible under the law. District's evaluation may include, without limitation:

- a. Requesting that District employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.
- b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)

18. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required

Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by District.

- 19. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
- 20. ASSIGNMENT AND SUCCESSORS.** Neither District nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
- 21. SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
- 22. FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
- 23. VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which District's principal

administrative office is located.

- 24. ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
- 25. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- 26. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between District and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both District and Contractor.
- 27. MODIFICATION.** This Agreement may be amended at any time by the written agreement of District and Contractor.
- 28. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 29. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- 30. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
- 31. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

**EXHIBIT D**

**to AGREEMENT FOR SERVICES**

**INSURANCE**

1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurances with minimum limits equal to the amounts indicated below.
  - 1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Contractor, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
  - 1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. Contractor shall sign and file with District the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
  - 1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to Contractor's profession.

<b>Type of Coverage</b>	<b>Minimum Coverage</b>
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments  Each Occurrence  General Aggregate	  <b>\$1,000,000</b>  <b>\$1,000,000</b>
<b>Automobile Liability Insurance - Any Auto</b>  Each Occurrence  General Aggregate	  <b>\$1,000,000</b>  <b>\$1,000,000</b>
<b>Professional Liability</b>	<b>\$1,000,000</b>

<b>Workers Compensation</b>	<b>Statutory Limits</b>
<b>Employer's Liability</b>	<b>\$1,000,000</b>

2. Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:
  - 2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
  - 2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
  - 2.3. An endorsement stating that District and the State and their representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
  - 2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

**EXHIBIT E**  
**to AGREEMENT FOR SERVICES**

**SUPPLEMENTAL TERMS AND CONDITIONS**  
**(CONSTRUCTION RELATED)**

**NOT APPLICABLE**