



COSUMNES COMMUNITY SERVICES DISTRICT
REQUEST FOR QUALIFICATIONS (“RFQ”)
FOR
COLLECTION SERVICES
CONTRACT NUMBER FD-22-001

Release Date: July 2, 2021

Proposal Deadline: August 2, 2021, at 5:00 PM

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

Pam Dawson, Management Analyst
Email: pamdawson@csdfire.com
Phone: 916-405-7133

Cosumnes Community Services District
8820 Elk Grove Blvd.
Elk Grove, CA 95624

SECTION 1 – PURPOSE

Cosumnes Community Services District (“District”) is seeking proposals from qualified Contractors to furnish all labor, materials, equipment, services, and incidental and customary work necessary to fully and adequately provide collection services for the District’s delinquent ambulance transport accounts (“Accounts”).

Agreement Term

The District intends to enter a five-year agreement. Services are expected to commence October 1, 2021.

SECTION 2 – DISTRICT PROFILE

The District is a regional agency that provides essential quality of life services including fire protection, emergency medical services, and parks and recreation services. The Fire Department serves the City of Elk Grove, the City of Galt, and the surrounding unincorporated area, while the Parks and Recreation Department exclusively serves the City of Elk Grove. The District is located about 15 miles south of Sacramento and encompasses roughly 157 square miles. The District provides the following core services:

- Administrative Services – Operations include execution and monitoring of the District budget, long-range planning, information systems, and Human Resources Division.
- Fire Department – The Fire Department consists of two divisions, Operations and Administration and Support Services, that work together to provide fire, rescue, and emergency medical services.
- Parks and Recreation – Parks and Recreation manage 100 parks, 18 miles of off-street trails, two community centers, four recreation centers, three aquatics complexes, a nine-hole golf course, and many recreation, sports, and leisure programs.
- Facilities and Development – The Facilities and Development Department consists of Facility Maintenance, and the Engineering, Development, and Design Divisions.

SECTION 3 – SCOPE OF WORK

See **Exhibit “A”** for Scope of Work and Description of Services

SECTION 4 – RFQ OVERVIEW

RFQ Timeline

The District will endeavor to administer the qualification process in accordance with the terms and dates outlined below; 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.

EVENT	DATE/TIME
RFQ advertising	July 2, 2021
Deadline for Questions	July 19, 2021, at 5:00 PM
District Provides Responses to Questions	July 22, 2021
Deadline for Submission	August 2, 2021, at 5:00 PM
Evaluation and Review	August 2 - 6, 2021
Oral Interviews (if desired)	August 9 – 12, 2021
District Completes Evaluations/Contractors Notified	August 16, 2021
Contract Negotiations	August 16 - 18, 2021
Board Reviews Contract for Approval	September 15, 2021
Contract to Contractor for Signatures	September 16, 2021

RFQ Coordinator

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

Pam Dawson, Management Analyst
Cosumnes Community Services District
8820 Elk Grove Blvd.
Elk Grove, CA 95624
Email: pamdawson@csdfire.com
Phone: 916-405-7133

RFQ Amendment and Cancellation

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

RFQ Questions

Specific questions concerning the RFQ should be submitted via e-mail to the RFQ Coordinator prior to the “Deadline for Questions.” Contractor questions should clearly identify the relevant section of the RFQ, 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.yourcsd.com>.

Proposal Submittal

Proposals must be submitted no later than **August 2, 2021, at 5:00 PM**. Proposals received after this time and date will not be considered.

Contractors must submit an electronic copy (a single .pdf file containing all submitted material) to the RFQ Coordinator:

Pam Dawson, Management Analyst
Email: pamdawson@csdfire.com

Email submissions will receive a reply that the proposal has been received (during regular business hours). If a reply is not received, please contact Pam Dawson at pamdawson@csdfire.com.

SECTION 5 – PROPOSAL FORMAT AND REQUIREMENTS

#1 Cover Letter

1. Contractor's legal name and corporate structure.
2. Contractor's primary contact to include name, address, phone, and email.
3. Identification of use of subcontractors and scope of work to be performed by subcontractors.
4. Identification of any pending litigation against the Contractor.
5. Disclosure of any bankruptcy or insolvency proceedings in the last ten (10) years.
6. Statement of the Contractor's credentials to deliver the services sought under the RFP.
7. Statement indicating the proposal remains valid for at least 120 days from the proposal due date.
8. Statement that the Contractor or any individual who will perform work for the Contractor is free of any conflict of interest (e.g., employment by the District).
9. Signature of a company officer empowered to bind the Contractor to the provisions of this RFQ and any contract awarded pursuant to it.

#2: Executive Summary

This section of the proposal should provide a concise synopsis of Contractor's proposal and credentials to deliver the services sought under the RFQ. In addition, it should explain how the proposed solution will differentiate itself from other vendor solutions and the reasons why the District should select the proposed solution. This may include a list of the unique features that give the Contractor a competitive edge in the collection services market. The Executive Summary should not exceed three (3) pages.

#3 Company Background

This section of the proposal should identify the following:

- A brief description of the Contractor's background, nature of business, and organizational history.
- Provide standard procedures for providing collection services, delivery of revenue collected, quality assurance, and a sample of routine reports.
- The Contractor's customer service philosophy or policy.
- The District has a commitment to conduct business with entities that follow sustainable practices and provide safe and healthy workplaces for the individuals employed. Contractor to provide description of commitment to environmentally responsible processes and practices and renewable or recyclable products.
- The District is committed to ensuring that diversity, inclusiveness, and equity are integral parts of day-to-day management, work, and service delivery. Contractor to provide details regarding commitment and policies regarding diversity, equity, and inclusion. Contractors are encouraged to review the District's equity statement at www.yourcsd.com/DEI.
- Contractor to provide description of community involvement and/or community giving program and potential involvement in future District community events or programs.
- In the last five years, has Contractor ever been terminated from a contract or project? If so, explain situation.

#4: Company Qualifications

In this section of the proposal, the Contractor should identify the company and staff qualifications and experience in collections services.

#5: References

Provide a list of at least three references from government agencies or businesses that have been customers for at least one year. Provide the name, title, phone number, and email of individual directly responsible for overseeing collection services. It is the District's intention to verify these references prior to making a final selection.

#6: Review of District's Professional Services Agreement

Contractor to review Exhibit B Professional Services Agreement and provide statement that either Contractor accepts agreement "as is" or does not accept the agreement and requests changes (Contractor to provide Section number and alternate language).

The Cosumnes Community Services District reserves the right to request additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

SECTION 6 – PROPOSAL EVALUATION

Proposals will be evaluated using the categories listed below.

1. Qualifications, experience, and references
2. Quality and responsiveness of the Proposal

SECTION 7 – GENERAL INFORMATION

Collusion

By submitting a response to the RFQ, each Contractor 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 Contractor 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 Contractor 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 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 Contractors

Contractors should carefully review this RFQ 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 RFQ. This will allow 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 RFQ will be considered waived and invalid unless the Contractor brings the alleged defect to the attention of the District, in writing, by the deadline as established in this RFQ.

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 contractors. Accordingly, all Contractors 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 RFQ.

Proposal Withdrawal

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

Proposal Errors

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

Incorrect Proposal Information

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

Assignment and Subcontracting

The Contractor 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 Contractor, if awarded a contract under this RFQ, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Contractor. The Contractor is prohibited from performing any work associated with this RFQ or using contractors for any service associated with this RFQ 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 Contractor or approved subcontractors. The District reserves the right to interview and approve all Contractor staff members in District's sole discretion. Contractor's staff may be subject to the District's background and drug testing processes at any time.

Proposal of Additional Services

If Contractor offers services in addition to those required by and described in this RFQ, 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 RFQ is signed, the Contractor must hold all necessary business and professional licenses. The District may require any or all Contractors to submit evidence of proper licensure.

Conflict of Interest and Proposal Restrictions

By submitting a response to the RFQ, the Contractor 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 Contractor in connection with the procurement under this RFQ.

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

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

Contract Negotiations

After a review of the proposals the District intends to enter into contract negotiations with the selected Contractor(s). These negotiations could include all aspects of services and fees.

The District may contract with more than one Contractor if, in its sole discretion, believes it to be in the best interest the District.

Execution of Contract

If the selected Contractor(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 Contractor of the District's intent to select from the remaining Contractors or to call for new proposals, whichever the District deems appropriate.

Insurance

Selected Contractor will be required to obtain, and during the term of the contract maintain, insurance policies as detailed in Exhibit "B" – Professional Services Agreement.

Right of Rejection

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

Any proposal received which does not meet the requirements of this RFQ may be considered to be nonresponsive, and the proposal may be rejected. Contractors must comply with all of the terms of this RFQ 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 RFQ.

Contractors may not restrict the rights of the District or otherwise qualify their proposals. If a Contractor 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 RFQ requirements or excuse the Contractor from full compliance with the RFQ. Notwithstanding any minor variance, the District may hold any Contractor to strict compliance with the RFQ.

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 Contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the District and, if held, shall be after initial evaluation of proposals is complete. If clarifications are made as a result of such discussion, the Contractor shall submit such clarifications in writing to the District.

Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFQ 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 Contractor 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 Contractor may clearly label part of a proposal as "CONFIDENTIAL" if the Contractor 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 RFQ 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 Contractors will be construed and enforced as if the RFQ 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 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. Contractors are encouraged to review the District's equity statement at www.yourcsd.com/DEI.

Climate Action Plan and Environmental Sustainability

The District's Climate Action Plan/Sustainability Action Plan (CAP/SAP) is intended to increase the environmental sustainability of the District in terms of GHG 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. Contractors are required to engage in environmental sustainability practices when working on District Projects.

EXHIBIT A

SCOPE OF WORK AND DESCRIPTION OF SERVICES

1. SERVICES

The collection agency ("Contractor") shall have full authority to perform all acts necessary to affect the collection of the accounts ("Collection Services"). Expected duties to include:

- 1.1. Receive payments made on the Accounts and to endorse District's name on any checks, drafts, money orders, or other negotiable instruments that may be received in payment on the accounts;
- 1.2. Deposit all collections directly into an account and held in trust on behalf of the District, and within fifteen (15) days after the close of each month, the Contractor will provide District with a posting and reconciliation of the funds received and deposited;
- 1.3. Arrange for payments in accordance with District policies and procedures for any Account;
- 1.4. Give good and sufficient releases to the Account debtors;
- 1.5. Subject to applicable statute of limitations provisions, commence a lawsuit on behalf of District and to use all other necessary legal proceedings for the recovery of the Accounts, subject to the prior written approval of any such lawsuit by District and payment by District of all required court costs and reasonable and customary out of pocket expenses related to proceedings; and
- 1.6. Place information regarding the Accounts with one or more credit bureaus.
- 1.7. Notwithstanding the foregoing, District acknowledges that the Collection Services may include the collection of delinquent consumer debt Accounts, and the Fair Debt Collection Practices Act ("FDCPA") and applicable state debt collection practices laws and regulations. Contractor must be familiar with both California and federal requirements for collecting debt including, but not limited to, noticing and statute of limitations periods.
- 1.8. Contractor shall not accept settlement of an Account without prior written authorization of the District.

2. DISTRICT (CLIENT) RESPONSIBILITIES AND OBLIGATIONS

- 2.1. Upon transfer of the Accounts to Contractor, District agrees that District will cease written and telephonic communications with the Account debtors to the extent related to the Account. District shall not refer any Account to any other entity, agent or agency for Collection Services while the Account is in Contractor's possession.
- 2.2. District will provide Contractor with all information necessary for Contractor to perform the Collection Services, including, without limitation, all necessary patient and billing information regarding the Accounts in a mutually acceptable format; access to requested patient files, face sheets, medical records and itemized bill in a mutually acceptable format and any communications regarding the Accounts received from the Account debtor or any third party either prior or subsequent to the transfer of the Account to which such communication relates, and, if District requests that Account information be placed with one or more credit bureaus, the date of delinquency for each Account as that term is defined by the Fair Credit Reporting Act ("FCRA") and to provide assistance to

Contractor in the timely resolution of disputes concerning the accuracy of reported items. District further agrees not to report to credit reporting bureaus any Account information reported by Contractor.

2.3. District will provide Contractor with policies and procedures for closing Accounts that cannot be collected.

2.4. District represents and warrants, to the best of its knowledge, the following:

2.4.1. The Account information provided Contractor and the Account balances are accurate and complete and neither District nor any previous collection agency engaged for the collection of the Account has not identified, detected or determined that the Account was established due to identity theft or fraud;

2.4.2. The Account has not been discharged in bankruptcy and District nor any previous collection agency engaged for the collection of the Account has not received notification that any of the Account debtors are in bankruptcy and the District will promptly notify Contractor if it receives notification of a bankruptcy filing by any of the Account debtors;

2.4.3. All add-on charges such as interest, late fees and collection fees, are just and owing and authorized by applicable law, by contract or both;

2.4.4. Neither District nor any previous collection agency engaged for the collection of the Accounts has been instructed to cease and desist contact with the Account debtor;

2.4.5. And, upon notification by Contractor of a dispute or request for verification of information with respect to any Account, District will promptly furnish Contractor such information.

For purposes of this Section 2.4, "to the best of its knowledge" means the knowledge of the District's Finance Director.

3. ACCOUNT PLACEMENTS AND RETURNS

3.1. Date of Placement shall be the date that Contractor affects the electronic entry of Accounts (i.e., "loading" of the Accounts) to Contractor's System for Collection Services.

3.2. Return of Accounts. Accounts will be returned to the District as follows:

3.2.1. Accounts placed in error, upon notification by District;

3.2.2. Accounts that are paid in full or settled;

3.2.3. Accounts without the requested verification of debt;

3.2.4. Accounts that Contractor has determined that the Account debtor is deceased and there are no assets, or an estate, or any other liable party;

3.2.5. Accounts that Contractor has determined to be uncollectible, and;

3.2.6. Accounts that have been placed with Contractor for a minimum of one hundred eighty (180) days, with the exception of any Account that is in the process of immediate negotiation of a payment, Settlement, or adjustment arrangement; any Account that has been referred by Contractor to an attorney for the commencement

of a lawsuit for collection; and, any Account for which payment arrangements have been negotiated and are being met according to agreed-upon terms.

4. COLLECTION AND PAYMENTS

- 4.1. Payment Terms. Contractor shall provide to the District by the fifteenth (15th) of each month a statement summarizing the Collection Services provided, amounts collected by Contractor, and fees and charges due to Contractor. Any amount payable to Contractor or District and not paid within thirty (30) days will be delinquent. Amounts due shall bear interest at the rate of ten percent (10%) per annum or the applicable rate permitted by law, whichever is less.
- 4.2. Use Tax. If Contractor is required by law to collect any federal, state, or local sales, use, excise or other similar tax or levies from District with respect to an amount to be paid by District for the Collection Services, then (i) Contractor shall bill such tax to District in the manner and for the amount required by law, (ii) District shall pay to Contractor such billed amount or allow Contractor to deduct such amount from sums due District, and (iii) Contractor shall remit such billed amount of tax to the appropriate tax authorities as required by law; provided however, that Contractor shall not bill to or otherwise attempt to collect from District any tax with respect to which District has provided Contractor with an exemption certificate, direct pay number, or other reasonable basis for relieving Contractor of its responsibility to collect such tax from District. District agrees to pay such taxes as invoiced, and District shall reimburse Contractor for any interest, penalties or expenses Contractor may incur as a result of any contest initiated by District or any failure by District to timely remit or otherwise arrange payment of the taxes or levies. The parties agree that all sales, use, excise, or other similar related taxes levied in connection with the services are the obligation of the District.
- 4.3. Escrow Account. All funds collected by Contractor on behalf of District shall be deposited in Contractor's escrow account. District authorizes Contractor to endorse negotiable instruments made payable to District for purposes of depositing funds in said account. Any interest earned on funds shall be retained by Contractor. Contractor shall allow District to access and debit such funds as requested by District.
- 4.4. Direct Payments. District shall notify Contractor of all direct payments on Accounts within fourteen (14) business days of receipt.

END OF EXHIBIT A

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT (DRAFT)

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20__ (the “Effective Date”) by and between the Parties set forth in Section 1:

1. PARTIES

District and Consultant are referred to in this Agreement individually as a “Party” and collectively as the “Parties.” The Parties’ Representatives set forth in this Section 1 shall be authorized to act on behalf of their respective Party and receive notices as required under this Agreement. Neither Party shall accept direction or orders from any person other than the designated Party Representative or their designee.

1.1 District

Name: Cosumnes Community Services District (“District”)
Address: 8820 Elk Grove Boulevard, Elk Grove, CA 95624
Phone: (916) 405-7150
Email:
District Representative:

1.2 Consultant

Name:
Address:
Phone:
Email:
Consultant Representative:

Any notices, consents, and approvals required to be given under this Agreement shall be given in writing by registered mail or certified U.S. Mail, postage prepaid, return receipt requested, by personal delivery, or by email with delivery, and read receipt. Notices shall be deemed made when personally delivered, emailed, or forty-eight (48) hours after deposit in the U.S. Mail.

2. TERM AND TERMINATION OF AGREEMENT

2.1 **Term.** The term of this Agreement shall be from the Effective Date to **[INSERT ENDING DATE]**, unless earlier terminated as provided in Section 2.2. The Party

Representatives may mutually agree, in writing, to extend the term of this Agreement up to **[INSERT NUMBER]** years in the aggregate. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

2.2 **Termination.** This Agreement may be terminated as follows:

- (a) In the event of Consultant's failure to prosecute, deliver, or perform the Services, District may terminate this Agreement by providing two (2) days written Notice to Consultant in accordance with Section 1.
- (b) This Agreement may be terminated by either Party, without cause, by providing thirty (30) days written Notice to the other Party in accordance with Section 1.

3. **INCORPORATION OF EXHIBITS**

The Exhibits listed in this Section 3 and attached to this Agreement are incorporated as though fully set forth in this Agreement.

- 3.1 **Scope of Services.** Consultant shall furnish to District the Services described in Exhibit A.
- 3.2 **Compensation.** Consultant shall receive payment for the Services in accordance with Exhibit B.
- 3.3 **Insurance and Indemnification.** The Insurance and Indemnification requirements for this Agreement are set forth in Exhibit C.
- 3.4 **General Terms and Conditions.** The General Terms and Conditions for this Agreement are set forth in Exhibit D.

4. **CONSULTANT'S RESPONSIBILITIES**

- 4.1 Substitution of Key Personnel. Consultant has represented to District that Consultant's Representative will perform and coordinate the Services under this Agreement. Should Consultant's Representative become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of District. If District and Consultant cannot agree as to the substitution of Consultant's Representative, District shall be entitled to terminate this Agreement in accordance with Section 2.2(a) for cause. Any personnel who fail or refuse to perform the Services in a manner acceptable to District, or who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall, at the request of the District, be promptly removed by Consultant from providing the Services.

- 4.2 Control and Payment of Subordinates; Independent Contractor. In the performance of the Services under this Agreement, Consultant shall be, and acknowledges that Consultant is in fact and law, an independent contractor and not an agent or employee of District. Consultant has and retains the right to exercise full supervision and control over the manner and methods of providing Services to District under this Agreement. All employees, agents, contractors, or subcontractors hired or retained by the Consultant are employees, agents, contractors, or subcontractors of the Consultant and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from the performance of this Agreement.
- 4.3 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub-consultants shall have sufficient skill and experience to perform the Services assigned to them. No plea of ignorance relating to any data, conditions or requirements that exist, or that may be encountered in the performance of this Agreement, will be accepted as a result of failure or omission on the part of Consultant to fulfill, in every respect, all of the requirements. Finally, Consultant represents that it, its employees and sub-consultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement.
- 4.4 District Inspection. The Services performed by Consultant shall be subject to the inspection and the review of District at all times, but such inspection and review shall not relieve Consultant from its responsibility for the proper performance of the Services.

[Signatures on following page]

**SIGNATURE PAGE TO
PROFESSIONAL SERVICES AGREEMENT**

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Effective Date:

COSUMNES COMMUNITY SERVICES
DISTRICT

[INSERT CONSULTANT]

By: _____
Joshua Green
General Manager

By: _____
Name: _____
Its: _____

Attest:

By: _____
Elenice Gomez
District Clerk

Approved as to form:

By: _____
Sigrid Asmundson
District Counsel

Exhibit A

Scope of Services

1. General Scope of Services. Consultant promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services set forth below and/or attached to this Exhibit A (“Services”).
2. Service Modifications. The Party Representatives may from time to time make changes to the description of the Services; provided, however, that such changes do not increase the District’s cost by more than the amount set forth in Exhibit B.
3. Schedule of Services. Time is of the essence in the performance of Services and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance, and shall complete all required Services, no later than the dates set forth herein. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the District in writing no later than ten (10) days after the start of the condition, which purportedly caused the delay, and not later than the date on which performance is due.

[INSERT OR ATTACH SCOPE OF SERVICES]

Exhibit B

Compensation

1. Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth below and/or attached to this Exhibit B. The total compensation shall not exceed [INSERT AMOUNT] without the written approval of the District General Manager.
2. Payment of Compensation. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided for that billing period. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.
3. Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the District's Representative.
4. Compensation Upon Termination. Upon Notice of termination in accordance with the Agreement, Consultant shall cease work and within five (5) working days: (a) assemble all documents owned by District and in Consultant's possession and deliver said documents to District; and (b) place all work in progress in a safe and protected condition. The General Manager of the District shall make a determination of the percentage of work which Consultant has performed which is usable and of worth to District. Based upon that finding, the District shall determine any final compensation due to Consultant.

[INSERT OR ATTACH COMPENSATION SHEET]

Exhibit C**Insurance and Indemnification****INSURANCE**

1. **Insurance Policies.** Consultant shall, at its sole expense, procure and maintain for the duration of the Agreement the following minimum policies of insurance:

Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Workers Compensation	\$1,000,000 per accident for bodily injury and disease.
Professional Liability (Errors and Omissions)	\$1,000,000 per claim

2. **Endorsements.** Each policy shall include the following endorsements:

- a. Additional Insured. District, its officials, officers, employees, agents, and volunteers shall be additional insureds on commercial general liability and automobile liability insurance policies.
- b. Primary Insurance and Non-Contributing Insurance. Consultant's insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the District, its officials, officers, employees, agents, and volunteers shall not contribute with this primary insurance.
- c. Cancellation. Consultant's insurance shall not be canceled, or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officials, officers, employees, agents, and volunteers.

- d. Waiver of Subrogation. Insurance policies shall include a waiver of subrogation stating that the insurer waives all rights of subrogation against the District, officials, officers, employees, agents, and volunteers.
 - e. Defense Costs. Defense costs shall be paid in addition to the limits.
3. **Deductible**. Any deductible or self-insured retention must be approved in writing by District. The insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its officials, officers, employees, agents, and volunteers.
4. **Time for Compliance**. Consultant shall not commence the Services until it has provided copies to District of the required policies, or certificates and endorsements on a form acceptable to District, securing all insurance required under this Exhibit C. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this Exhibit C.
5. **Failure to Maintain Coverage**. Consultant agrees to suspend and cease all Services hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to District. District shall have the right, but not the duty, to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement, to obtain the insurance it deems necessary, and any premium paid by District will be promptly reimbursed by Consultant or withheld by District from Consultant's payments, or to terminate this Agreement for cause. If Consultant's operations are suspended for failure to maintain required insurance coverage, Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.
6. **Acceptability of Insurers**. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A-:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
7. **Specific Insurance Requirements**.
 - a. Commercial General Liability. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; (4) third party action over claims; or (5) any other exclusion contrary to this Agreement.
 - b. Automobile Liability. The policy shall provide coverage for bodily injury and property damage for owned, non-owned, and hired vehicles.
 - c. Workers Compensation Insurance. To the extent Consultant has employees at any

time during the term of this Agreement, Consultant shall maintain full compensation insurance for all persons employed directly by him/her in accordance with the Labor Code of the State of California.

- d. Professional Liability. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement.

8. **Subconsultant Insurance Requirements.** Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Exhibit C. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

INDEMNITY

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense, and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This indemnification provision shall survive any expiration or termination of this Agreement.

Exhibit D

General Terms and Conditions

1. Laws and Regulations.

- a. Federal and State Law. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, Consultant shall be solely responsible for all costs arising therefrom.
- b. Labor Code Compliance. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” projects. If the Services are being performed as part of an applicable “public works” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify, and hold District, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

If the Services are being performed as part of an applicable “public works” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. The Services may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

- c. Immigration Reform and Control Act. Consultant verifies that it is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC 1101-1525) and has complied, and will comply, with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors, and Consultant’s that are included in this Agreement.
- d. Governing Law and Venue. This Agreement shall be governed, construed, and enforced in accordance with the laws of California and venue shall be in

Sacramento County.

2. **Documents.** The documents, drawings, specifications, and estimates prepared by Consultant, or Consultant's subcontractors for the Services, shall be and remain the property of District. Such documents, drawings, specifications and estimates shall be the property of District whether or not the work for which they were made is executed, and notwithstanding any copyright. District reserves the right to reuse all or part of the documents at its sole discretion for the construction of all or part of this or another project constructed for District. District is not bound by this Agreement to employ the services of Consultant in the event such documents are reused. In the event that Consultant's documents are subsequently reused or modified in any material respect without prior written consent of Consultant, District agrees to indemnify Consultant from any claims advanced on account of said reuse or modification.
3. **Maintenance of Records.** Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the term of the Agreement and for three (3) years thereafter.
4. **Force Majeure.** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.
5. **Attorneys Fees.** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's fees and expert's fees, whether incurred through formal legal proceedings or otherwise.
6. **Disputes.** If a dispute should arise regarding the performance of this Agreement, the following procedures shall be used:
 - a. Initial Resolution Effort
 - i. The complaining party shall reduce its position to writing along with a recommended method for resolving the dispute and forward a copy of the dispute document to the other party.
 - ii. Within ten (10) working days of receipt of the dispute document, the other party shall reply to the dispute document with a written response that sets forth the other party's position and recommended method of resolving the dispute.

- iii. The **[INSERT DEPARTMENT HEAD]** shall represent the District in this process.
 - b. If the dispute is not resolved in accordance with Section 6.a above, the aggrieved party shall send to the General Manager a copy of the dispute document and response. Within five (5) working days of receiving the dispute document and the response, the General Manager shall propose a resolution.
 - c. If the dispute remains unresolved and the parties have exhausted the procedures of this Section, the parties may then seek remedies available to them at law.
7. **Entire Agreement; Amendment.** This Agreement constitutes the sole and entire agreement between District and Consultant relating to the Services and supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both District and Consultant.
8. **Severability.** If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
9. **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.
10. **Conflict of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
11. **Interpretation.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair and plain meaning, and not strictly for or against any Party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement

12. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
13. **District's Right to Employ Other Consultants.** District reserves the right to employ other consultants to provide the same or similar Services.
14. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the parties.
15. **Assignment or Subcontracting.** Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.
16. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
17. **Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
18. **Survival.** All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.