REQUEST FOR PROPOSALS AND QUALIFICATIONS:

Radio Dispatching Services

Proposals Due
December 19, 2017
3:00 p.m. PST

Presented by:
Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA
94022-1404
(650) 691-1200
October 27, 2017
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Request for Proposals and Qualifications
For Radio Dispatching Services

I. INVITATION

The Midpeninsula Regional Open Space District (District) is pleased to announce the opportunity for local government agencies to provide radio dispatching services for the District.

II. PROJECT DESCRIPTION

A. About the Midpeninsula Regional Open Space District

The Midpeninsula Regional Open Space District is an independent special district created by voter initiative in 1972. Located on the San Francisco Peninsula, the District owns and manages over 63,000 acres of land across 26 open space preserves situated from the San Francisco Bay front to the Santa Cruz Mountains to the foothills of the Pacific coast. The District’s jurisdictional boundary spans 550 square miles from San Carlos in the north to Los Gatos to the south, including portions of three counties and 17 cities (see map in Attachment A).

The District's mission is: “To acquire and preserve a regional greenbelt of open space land in perpetuity, protect and restore the natural environment, and provide opportunities for ecologically sensitive public enjoyment and education.”

Open Space Preserves are generally kept in a natural condition in order to protect habitat and ecological integrity and are developed with only those amenities needed for low-intensity recreation. The preserves are open to the public year-round and contain many diverse ecosystems including redwood, oak, and fir forests, chaparral-covered hillsides, riparian corridors, grasslands, and shore frontage along the San Francisco Bay.

B. Current Radio System

Hardware and Radio Coverage
The District’s radio system covers the area described above and as indicated by the District boundaries in the map in Attachment A. The District operates a two-way radio communications system.

The system uses a microwave infrastructure (conventional simulcast) to link repeater sites so that a radio transmission made at one end of the District will simultaneously be transmitted over all of the radio repeaters in the District’s radio system. Such a system
allows a person at any location in the District to communicate with others anywhere else in the District.

The District operates using the following TX/RX sites:

- Black Mountain – Prime/MW Site (Santa Clara)
- Coyote Peak – Radio Site (Santa Clara)
- Tomita – Prime/MW Site (Santa Clara)
- Skeggs – Prime/MW Site (San Mateo)
- Pise Radio Site (San Mateo)

The District also utilizes the following voted receivers, which are all located in Santa Clara County:

- Redwood
- Copernicus
- Black

This simulcast system uses TX 152.0900 and RX 158.5500 frequencies and is compatible with systems in use by other local and regional microwave networks including, but not limited to, E-Comm, BayLoop, and MBAMS.

Agencies with written agreements with the District can use the simulcast system, and District radios will have the ability to operate on the frequencies used by other local fire and emergency response agencies.

A significant function of the dispatch work is the coordination of District Ranger response with that of other agencies, such as the California Department of Forestry, California Highway Patrol, Santa Clara County and San Mateo County Fire and Sheriff’s agencies, air ambulances, and other local fire and police agencies.

District Rangers work in rough terrain, using a variety of transportation modes, including foot, all-terrain vehicles, 4WD trucks, motorcycles, and bicycles. Dispatchers must be able to work with the District when staff are in remote environments and must be able to effectively communicate logistic and geographic information when there is no street address involved.

**Number of Radio Users**

District staff is generally scheduled to work during daylight hours, beginning before sunrise and continuing until 1 1/2 to 2 hours after sunset. Incidents however may occur before sunrise, or occur or extend past sunset, requiring dispatch services during those times periods as well. There may be up to 20 Rangers working when there is a shift overlap. Otherwise, there are approximately 10 Rangers on duty. Rangers may also be contacted for call-out for after-hours incidents.
Call Volume
During the 2016 calendar year, the City of Mountain View Dispatch handled 3576 incidents/calls for District services. In 2015, there were 3456 incidents/calls handled by Mountain View Dispatch.

C. Services to be Provided

The District seeks a qualified local government agency dispatch center to provide the following services:

1. Monitoring of Midpeninsula Regional Open Space District simulcast TX 152.0900 and RX 158.5500 frequencies on a 24/7 basis with an ability to respond to District staff requests for service and assistance.

2. Ability to communicate with other agencies and organizations and to coordinate responses to incidents upon District lands.

3. Ability to provide criminal history, driver’s license, and motor vehicle license information to approved staff members.

4. Ability to track status of District staff members who are “logged on,” and to perform welfare checks via the radio at intervals to be agreed upon. We anticipate a schedule where welfare checks are conducted approximately every two hours.

5. Ability to acquire and maintain knowledge of District preserves, and the fire, EMS and law enforcement agencies that have jurisdiction over the preserves.

6. Ability to establish and maintain written protocols for dealing with District radio traffic, associated professional record keeping, and other associated tasks.

7. Ability to issue and track case numbers for District incidents in a format that conforms to existing District protocols.

8. Ability to integrate District GIS shapefiles and other technologies as appropriate, and to utilize District Patrol Map Books and emerging technologies as they become generally adopted.

9. Provision of sufficient staffing to ensure that routine, urgent, and emergency District radio traffic receives the same level of priority as that given to the agency’s own service calls.

10. During fire season, obtain fire weather on a twice-daily basis and broadcast this information to District staff.

11. Provision of seven-digit telephone numbers that District visitors can use to report emergency, urgent, and non-urgent events and situations on a 24/7 basis.

12. Provision of all equipment, hardware, software, and space to set up and establish radio dispatch support. Provide on-going maintenance of the set up.

13. Willingness to work with District to integrate with the District’s database system to access local criminal history information and to provide that information to authorized staff via radio.
14. Willingness to work with Santa Clara County Communications Department for troubleshooting the District’s radio system.

D. Anticipated Contract Term

The District anticipates that the initial contract will be for five (5) years and would include options to extend the contract for five additional one-year terms. Contract cancellation would be allowed only with a six-month written notice from either party.

III. SUBMISSION REQUIREMENTS

A. Proposal Contents

To be considered, proposals must include all of the following components:

1. Discussion of how the agency proposes to address each of the “Services to be Provided” requirements listed above.

2. A detailed list of any start up requirements/equipment and including estimates of the costs associated with each start up requirement. The current dispatch provider has one backup radio and uses their own dispatch consoles connected to the District’s radio backbone equipment at Santa Clara County Communications Hill.

   Agencies are permitted to propose a different set up, but whatever system is proposed should match or exceed current system in terms of quality, performance, and reliability. It must also be compatible with the rest of the District’s radio system and compatible to avoid radio traffic conflicts.

3. Completed “Annual Cost Proposal for the Initial Five Year Term of Contract” form that requires an estimate of start-up costs, costs to provision dispatch services, and ongoing costs for maintaining the radio equipment that is required to fulfill District operational needs under the agency proposal.

4. Provide a list of at least three current references that have relevant knowledge concerning the agency’s ability to provide similar services. Names, affiliations, addresses, and current telephone numbers of all references must be provided.

5. Provide a statement of the agency’s acceptance of the District’s standard agreement template (Attachment B), including insurance and indemnification requirements, or any issues the agency has with such requirements.
### B. Annual Cost Proposal for the Initial Five Year Term of Contract

**Agency Name:** __________________________________________

Please provide a cost for each of the Contract Elements listed below.

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**Basis for Annual Cost Increases**
Agency should provide information about the proposed basis for annual cost increases (e.g., negotiated percentage, cost of living adjustments, reference to the Bay Area Consumer Price Index, or use of another specific index). A cap on the maximum allowed annual increase will be negotiated as part of the contract if an index is proposed.

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
IV. SELECTION PROCESS

This RFPQ is being distributed to agencies who have come to our attention based on the quality of their work, and it is posted on the District website for wider dissemination in order to elicit proposals from interested and qualified agencies. Proposers may be asked to make a general presentation of their plan to a selection committee and/or attend an interview. The selection committee reserves the right to have discussions with any or all of the proposers. The District will make a recommendation to the Board of Directors for award of the contract.

A. Evaluation Criteria
The goal for each agency should be to prepare a proposal that is comprehensive. A selection committee comprised of District staff will review the merit of the proposals received. The District also may choose to involve an outside service provider in the selection process. The objective of the selection committee will be to choose a qualified and experienced agency, whose proposal best meets the evaluation criteria and is the most responsive to the District’s needs. Failure of an agency to provide any information requested in this RFPQ may result in disqualification of the proposal.

Once the proposals are received, the selection committee may require clarification and additional information, including conducting in-person or telephone interviews as part of the selection criteria.

The proposals will be evaluated according to the criteria listed below. The order of the criteria listed below does not reflect a hierarchy for the final selection.

1. Quality of the proposal
2. Agency’s experience with similar contracts
3. Quality of the agency’s work
4. Proposed approach to the services to be provided
5. Ability of the agency to provide the required insurance coverage
6. Proposed fee and overall cost effectiveness of the proposal
7. Judgment of the agency that will be the most responsive to District needs

The selection of the agency will not be based solely on the "lowest bid." Instead, the District intends select the best overall proposal package to achieve the project goals.

B. RFPQ and Contract Award Schedule
The following is a tentative schedule that is subject to change. The District will inform all teams of changes in the schedule via phone call or email correspondence.
C. Rejection of Proposals

The District reserves the right to reject any or all proposals received and to request such additional information as deemed necessary and appropriate.

V. STIPULATIONS

A. Interviews and Requests for Additional Information from the District

The District reserves the right to conduct personal interviews or require presentations of any or all proposers prior to the selection. The District reserves the right to request more detailed information from one or more proposers to provide for a reliable comparison between proposals.

B. General Stipulations

The District is not responsible for any expenses which proposers may incur in preparing and submitting the proposal. The District will not be liable for any costs incurred by the proposers that are related to the RFPQ process; this includes production of the proposal, interviews/presentations, travel and accommodations. The District reserves the right to request or negotiate modifications to the proposals that are deemed appropriate. All proposals received from proposers in response to this Request for Proposal will become the property of the District and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the District. The District reserves the right to reject any and all proposals and to waive minor irregularities. The District also reserves the right to seek new proposals or re-advertise if responses have not been satisfactory or for any other reason.
C. Requests for Additional Information and Questions
Specific questions related to the RFPQ must be addressed in writing to the District. Answers will then be distributed to all teams. Additional and updated information will be provided to the teams via fax or email and correspondence. Please submit all requests to:

Midpeninsula Regional Open Space District
Attention: Deborah Bazar
330 Distel Circle
Los Altos, CA 94022-1404
dbazar@openspace.org

VI. PROPOSAL DEADLINE
Each respondent is required to submit, by mail or delivery, three (3) copies of the proposal. Submissions must be delivered (with enclosures, if any) to the following address in a sealed envelope marked “Radio Dispatching Services”:

Midpeninsula Regional Open Space District
Attention: Deborah Bazar
330 Distel Circle
Los Altos, CA 94022-1404

The District bears no responsibility for submissions that are not received by the specific deadline; late submissions will not be accepted. Submissions will be received only at the address identified above. If the submission is mailed via the United States Postal Service, it must be sent by certified or registered mail, return receipt requested; if sent by courier or commercial carrier, it must have a tracking number or proof of receipt, and be received by the District prior to December 19, 2017 at 3:00 p.m. PST. Submissions will not be accepted via fax or email.

The District at its sole discretion may grant an extension to all candidates if circumstances require additional time. Responding teams should assume that the District may initiate discussions simultaneously with all respondents.

VII. PUBLIC RECORDS AND PROPRIETARY INFORMATION, INDEMNIFICATION
The District recognizes that proposers will occasionally believe that all or portions of their proposals are confidential or proprietary. This can present problems in participating in a public agency RFPQ process. All proposals, strategies, supporting information, rate schedules and other information and documents are presumptively
public records under the California Public Records Act (Gov't Code section 6250 et seq.), subject to prompt disclosure upon request by any member of the public.

The District is not soliciting, does not wish to receive, and will not treat any information received under this proposal as proprietary or confidential information, unless specifically called for or expressly accepted by the District General Counsel in writing, and will be accepted and considered only when, in the sole discretion of the District it is necessary to serve the public purpose of the project. If the inclusion of confidential or proprietary information is determined to be necessary to the proposal, proposers must identify each and every specific item and each and every page, and segregate the information into a separate envelope or electronic file labeled conspicuously as confidential, with a cover page describing the information and applicable law exempting the same from disclosure. Any material marked or claimed as confidential or proprietary may be returned to the proposer by the District or destroyed and may not be considered in the review of proposals if the claim does not appear justified or would inhibit the public purposes of the project proposed.

If the documents have been properly marked and expressly accepted as confidential and proprietary in writing by the District General Counsel, the District will make its best effort to advise the proposer of any Public Records Act request, should any be received, seeking documents claimed to be confidential or proprietary, to give the proposer an opportunity to take legal steps to protect such property from disclosure to third-party requester. The District expressly disclaims any duty and will not defend the confidentiality or proprietary nature of any information submitted. **By submitting any confidential or proprietary information to the District, the proposer agrees to holds harmless and indemnify and defend the District and its officers, employees, and agents for any and all costs, including attorney’s fees, incurred by the District or awarded to a Public Records Act requester relating to a request for release of proposer’s data should the proposer ask the information to be handled as proprietary or confidential.**

**VIII. LIST OF ATTACHMENTS**

1) Map of District Boundaries and Repeater Sites
2) Agreement Template for Professional Services
Attachment A - Map of District Boundaries and Repeater Sites
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
AND ___________________ 

THIS AGREEMENT is by and between ___________________ (“Consultant”) and the Midpeninsula Regional Open Space District, a public body of the State of California (“District”). Consultant and District agree:

1. **Services.** Consultant shall provide the Services set forth in Exhibit A, attached hereto and incorporated herein.

2. **Compensation.** Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum compensation amount, Consultant agrees to perform all of the Scope of Services herein required of Consultant for $________ including all materials and other reimbursable amounts (“Maximum Compensation”). Consultant shall submit invoices on a monthly basis. All bills submitted by Consultant shall contain sufficient information to determine whether the amount deemed due and payable is accurate. Bills shall include a brief description of services performed, the date services were performed, the number of hours spent and by whom, a brief description of any costs incurred and the Consultant’s signature.

3. **Term.** This Agreement commences on full execution hereof and terminates on ________ unless otherwise extended or terminated pursuant to the provisions hereof. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence. Time extensions for delays beyond the Consultant’s control, other than delays caused by the District, shall be requested in writing to the District’s Contract Administrator prior to the expiration of the specified completion date.

4. **Assignment and Subcontracting.** A substantial inducement to District for entering into this Agreement is the professional reputation and competence of Consultant. Neither this Agreement nor any interest herein may be assigned or subcontracted by Consultant without the prior written approval of District. It is expressly understood and agreed by both parties that Consultant is an independent contractor and not an employee of the District.

5. **Insurance.** Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof, acceptable to the District, the insurance coverages specified in Exhibit B, “District Insurance Requirements,” attached hereto and incorporated herein by reference. Consultant shall demonstrate proof of required insurance coverage prior to the commencement of services required under this Agreement, by delivery of Certificates of Insurance to District.

6. **Indemnification.** Consultant shall indemnify, defend, and hold District, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the negligence, recklessness or willful misconduct of Consultant, its employees, subcontractors, or agents, or on account of the performance or character of the Services, except for any such claim arising out of the sole negligence or willful misconduct of the District, its officers, employees, agents, or volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and indemnify District shall be limited to that allowed pursuant to California Civil Code section 2782.8. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
7. **Termination and Abandonment.** This Agreement may be cancelled at any time by District for its convenience upon written notice to Consultant. In the event of such termination, Consultant shall be entitled to pro-rated compensation for authorized Services performed prior to the effective date of termination provided however that District may condition payment of such compensation upon Consultant's delivery to District of any or all materials described herein. In the event the Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the Services described in this Agreement, Consultant shall, without delay, deliver to District all materials and records prepared or obtained in the performance of this Agreement. Consultant shall be paid for the reasonable value of the authorized Services performed up to the time of Consultant’s cessation or abandonment, less a deduction for any damages or additional expenses which District incurs as a result of such cessation or abandonment.

8. **Ownership of Materials.** All documents, materials, and records of a finished nature, including but not limited to final plans, specifications, video or audio tapes, photographs, computer data, software, reports, maps, electronic files and films, and any final revisions, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of District and are assumed to be public records within the meaning of the California Public Records Act unless expressly deemed otherwise by District. All documents and materials of a preliminary nature, including but not limited to notes, sketches, preliminary plans, computations and other data, and any other material referenced in this Section, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to District at no additional charge and without restriction or limitation on their use. Upon District’s request, Consultant shall execute appropriate documents to assign to the District the copyright or trademark to work created pursuant to this Agreement. Consultant shall return all District property in Consultant’s control or possession immediately upon termination.

9. **Compliance with Laws.** In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of the District. Consultant warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license or registration of any kind is required of Consultant, its employees, agents, or subcontractors by law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this Agreement, and that any applicable bond shall be posted in accordance with all applicable laws and regulations.

10. **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify District of the existence of such conflict of interest so that the District may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code § 81000 et seq.) respecting this Agreement.

11. **Whole Agreement and Amendments.** This Agreement constitutes the entire understanding and Agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or any previous written or oral Agreements between the parties with respect to all or any part of the subject matter hereof. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein. This Agreement may be amended only by a written document, executed by both Consultant and District's General Manager, and approved as to form by the District’s General Counsel. Such document shall expressly state that it is intended by the parties to amend certain terms and conditions of this Agreement.
Agreement. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of District’s District Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document. This Agreement and all matters relating to it shall be governed by the laws of the State of California.

12. Capacity of Parties. Each signatory and party hereto warrants and represents to the other party that it has all legal authority and capacity and direction from its principal to enter into this Agreement and that all necessary actions have been taken so as to enable it to enter into this Agreement.

13. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

14. Notice. Any notice required or desired to be given under this Agreement shall be in writing and shall be personally served or, in lieu of personal service, may be given by (i) depositing such notice in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a party at its address set forth in Exhibit A; (ii) transmitting such notice by means of Federal Express or similar overnight commercial courier (“Courier”), postage paid and addressed to the other at its street address set forth below; (iii) transmitting the same by facsimile, in which case notice shall be deemed delivered upon confirmation of receipt by the sending facsimile machine’s acknowledgment of such with date and time printout; or (iv) by personal delivery. Any notice given by Courier shall be deemed given on the date shown on the receipt for acceptance or rejection of the notice. Either party may, by written notice, change the address to which notices addressed to it shall thereafter be sent.

15. Miscellaneous.
   a. Except to the extent that it provides a part of the definition of the term used herein, the captions used in this Agreement are for convenience only and shall not be considered in the construction of interpretation of any provision hereof, nor taken as a correct or complete segregation of the several units of materials and labor.
   b. Capitalized terms refer to the definition provide with its first usage in the Agreement.
   c. When the context of this Agreement requires, the neuter gender includes the masculine, the feminine, a partnership or corporation, trust or joint venture, and the singular includes the plural.
   d. The terms “shall”, “will”, “must” and “agree” are mandatory. The term “may” is permissive.
   e. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
   f. When a party is required to do something by this Agreement, it shall do so at its sole cost and expense without right to reimbursement from the other party unless specific provision is made otherwise.
   g. Where any party is obligated not to perform any act, such party is also obligated to restrain any others within its control from performing such act, including its agents, invitees, contractors, subcontractors and employees.
Agreement-MROSD and __________________ Page 4

IN WITNESS WHEREOF, Consultant and District execute this Agreement.

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
330 Distel Circle
Los Altos, CA 94022-1404

By:__________________________
   Name ______________________
   Title ______________________
   Date: ______________________

CONSULTANT

By:__________________________
   Name ______________________
   Title ______________________
   Date: ______________________

Attest:_______________________
   Jennifer Woodworth
   District Clerk

Federal Employer ID Number: ____________

License Number: ________________

Expiration Date: ________________

Approved as to form:

__________________________
Sheryl Schaffner
General Counsel

Attachments:
Exhibit A Scope of Services
Exhibit B District Insurance Provisions
EXHIBIT A
Scope of services and compensation
EXHIBIT B
INSURANCE REQUIREMENTS

Before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the District, the insurance specified herein.

Insurance Requirements.
- Statutory Worker’s Compensation Insurance and Employer’s Liability Insurance coverage: $1,000,000
- Commercial General Liability Insurance: $1,000,000 (Minimum), $2,000,000 Aggregate
- Business Automobile Liability Insurance—with coverage evidencing “any auto” and with limits of at least $1,000,000 per occurrence.

Workers’ Compensation. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant shall be provided if required under the California Labor Code.

Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain Commercial General and Business Automobile Liability insurance for the period covered by this Agreement in an amount not less than the amount set forth in this Exhibit B, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of hired, owned and non-owned automobiles. Coverage shall be at least as broad as the latest edition of the Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto). No endorsement shall be attached limiting the coverage.

a. A policy endorsement must be delivered to District demonstrating that District, its officers, employees, agents, and volunteers are to be covered as insured as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its officers, employees, agents, or volunteers.
b. The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
c. An endorsement must state that coverage is primary insurance and that no other insurance affected by the District will be called upon to contribute to a loss under the coverage.
d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.
e. Insurance is to be placed with California-admitted insurers.
Deductibles andSelf-Insured Retentions. Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Any self-insured retention or deductible is subject to approval of District. During the period covered by this Agreement, upon express written authorization of District Legal Counsel, Consultant may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The District Legal Counsel may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Notice of Reduction in Coverage. In the event that any coverage required under the Agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to District at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

Remedies. In addition to any other remedies District may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option:
- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
- Terminate this Agreement.
Exercise of any of the above remedies, however, is an alternative to other remedies District may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.