



# Coachella Valley Public Cemetery District

## Request for Proposals

### Security Services

Issued: August 26, 2024

#### I. BACKGROUND INFORMATION

Coachella Valley Public Cemetery District (“CVPCD”) manages a publicly accessible cemetery (pedestrian and auto) that spans approximately 30 developed acres and includes two (2) fixed structures, a columbarium and an administration office. Additionally, the CVPCD has approximately 30 acres of adjacent undeveloped and partially developed land that is not accessible to the public. That land houses an executive building, maintenance warehouse and breakroom, water reservoir and pump, and other equipment and heavy machinery necessary to operations.

The CVPCD’s objective is to contract with a security company to support cemetery operations by enforcing District policy and ordinances, assisting the public with basic questions and support, securing the grounds and facilities in off-hours through periodic drive-by sight checks, and responding to off-hour alarms.

#### II. SCOPE OF SERVICES

The CVPCD is soliciting proposals in response to this Request for Proposals (RFP) from licensed security companies to provide security personnel and equipment including, but not limited to, the following:

- One (1) unarmed Guard on site from 7:00 AM to closing every day, all year. For a list of the cemetery’s closing times, see Exhibit A.
- One (1) patrol vehicle on site from 7:00 AM to closing every day, all year.
- Patrol drive by during off hours three times per night:
  - At closing, to assist the guard on duty with clearing the grounds.
  - Between 9:00 PM and 1:00 AM PST, visual inspection of grounds.
  - Between 1:00 AM and 6:00 AM PST, visual inspection of grounds.
- Additional Guards for special events to include:
  - Mother’s Day
  - Father’s Day
  - Dia De Los Muertos (Day 1)
  - Dia De Los Muertos (Day 2)
  - Other events as needed.

For a complete list of performance expectations please see Exhibit B “Performance Expectations.”

### **III. SELECTION CRITERIA**

The CVPCD's Security Committee will select a security vendor based on consideration of the following factors:

- Understanding of the overall security objectives and unique needs and challenges of the cemetery.
- Experience managing cemetery security needs or like projects (Parks & Recreation Space, Government Land/Facilities, or similar operations).
- Overall security experience, resources, and qualifications of the company.
- Fees, relative to services provided.

Award may not be made to the respondent submitting the lowest priced proposal. CVPCD will choose the company submitting the best and most responsive overall proposal to satisfy its needs.

A CVPCD Security Committee will evaluate the RFP responses received from each vendor. Prior to the selection of the award to the apparent successful vendor, the CVPCD reserves the right to conduct on-site visits of any vendors' facilities and/or require any vendor to participate in a presentation to the evaluation team and/or the CVPCD Board of the items contained in the RFP response and any other items deemed appropriate by the CVPCD.

If an award is made as a result of this RFP, it shall be awarded to the vendor whose proposal will lead to the best service for the CVPCD with the quality of work, professionalism, price and other factors including, but not limited to: demonstrated technical ability and expertise; reference calls and/or recommendations; licenses, ISO Certifications or any other applicable membership or certifications; presentations to the CVPCD (if applicable); on-site visits at vendor's site (if applicable); any additional criteria deemed appropriate by the CVPCD which would lend itself to establishing the service provider's viability to perform the work as outlined in this RFP.

#### **Good Faith**

This RFP has been compiled in good faith. The information contained within is selective and subject to the CVPCD's updating, expansion, revision, and amendment.

#### **Right to Cancel**

The CVPCD reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program, which is outlined within this RFP at any time.

#### **Not an Award**

Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting, offering, or awarding a contract.

**Property of the CVPCD**

Responses to this RFP will become the property of the CVPCD and will form the basis of negotiations of an agreement between the CVPCD and the apparent successful vendor. Proposals are subject to the California Public Records Act and may be provided to anyone properly requesting them after contract award. Proprietary or confidential information must be clearly indicated with submitted proposals.

**CVPCD not Liable for Costs**

The CVPCD is not liable and will not be responsible for any costs incurred by any vendor(s) for the preparation and delivery of the RFP responses, nor will the CVPCD be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists to the CVPCD.

**CVPCD's Expectations**

During the review of this document, please note the CVPCD's emphasis on the expectations, qualities, and requirements necessary to be positioned as an RFP finalist and successful vendor.

**Proposal Rejection; No Obligation to Buy**

The CVPCD reserves the right to reject any or all proposals at any time without penalty. The CVPCD reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the CVPCD to make an award. The CVPCD may elect to proceed further with this project by interviewing firm(s) well-suited to this project, conducting site visits, or proceeding with an award.

**Right to Award**

The CVPCD reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the vendor can offer.

**Non-Endorsement**

As a result of the selection of a vendor to supply products and/or services the CVPCD is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the CVPCD in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the CVPCD.

**Errors in Proposal**

The CVPCD will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission. The CVPCD reserves the right to make corrections or amendments due to errors identified in proposals by the CVPCD or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition, or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

**Scoring the Submissions**

Each submission will be judged according to a fixed set of criteria. The criteria are:

- **40%** on the approach of the proposal, including the ability to meet requirements.
- **30%** on the experience level and references of the contractor
- **30%** on the total cost of the proposal

The District reserves the right to negotiate material aspects of proposals received, including costs, services, and scheduling, when determined to be in the best overall interest of the District.

**IV. DESCRIPTION OF ORGANIZATION**

The Coachella Valley Public Cemetery District was formed August 8, 1927, under Section 8890 of the California Health and Safety Code. District boundaries enclose approximately 3,444 square miles. The district since that time has performed over 24,000 interments/burials and has set over 15,000 headstones/grave markers. The Coachella Valley Cemetery is one of over 265 public cemetery districts in California which are supported, in part, by property taxes and one of many types of special districts in California.

The cemetery estimates that the facility will meet the needs of the public through 2070. The total district property consists of sixty acres, twenty-nine of the sixty have been developed for interment purposes.

A small portion of the property tax revenue that is collected from taxpayers within the district is part of the revenue the cemetery relies on for the annual budget. Individuals who do not reside in the district do not pay property taxes in the district are required by law to pay a surcharge to the district for interment in the cemetery.

Cemetery Districts are not a department of any City or County government. Cemetery Districts are governed by a Board consisting of three to five Trustees. Trustees are usually appointed for at least one four-year term. Laws for the operation of public cemeteries are contained in the California Health and Safety Code. The Board of Trustees meet once a month for regular business meetings. Laws and rules for these meetings and others are contained in the Brown Act.

**V. SELECTION PROCESS SCHEDULE**

Every attempt will be made to adhere to the schedule below:

Request for Proposal released:	August 26, 2024
Questions regarding RFP due:	September 16, 2024
Written responses to questions provided:	September 23, 2024
Responses to RFP due:	September 30, 2024
Award of contract:	October 11, 2024
Contract commencement:	November 12, 2024

Once awarded, the vendor will be expected to agree to terms as described in Exhibit C, "Contract for Services". In submitting a proposal in response to this RFP, proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the contract attached hereto. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, proposer is directed to carefully review the proposed contract, and the insurance and indemnification provisions therein.

## **VI. SUBMISSION INSTRUCTIONS**

### **Proposal Format**

In order to equitably evaluate each response, a standard format for all proposals is required. A response must be given to each item in Section VII of this RFP. Responses must be in the same order as the questions presented. When applicable, state the acceptance of, modifications or additions to, or inability to provide the services listed in the RFP. Only proposals submitted in the prescribed format will be considered and evaluated for contract. Additional explanatory information may be included as part of a proposal.

### **Proposal Submission**

The completed proposal must be delivered on or before 5:00 PM (PST) on September 30, 2024. Any proposal received by the District after the deadline will not be considered.

As part of your submission, an accompanying cover letter must be signed by an individual authorized to bind the company, certify that all information is accurate, state that the proposal is valid for 90 days from the submission date, and give full contact information regarding the proposal.

Please submit an electronic copy to [josh.bonner@cvmcd.org](mailto:josh.bonner@cvmcd.org) no later than 5:00 PM (PST) September 30, 2024. We strongly encourage you to request a read receipt/confirmation of receipt once your proposal is submitted. If no read receipt is promptly received, follow up with a phone call to ensure receipt - (760) 398-3221.

All proposals become the property of the CVPCD and will not be returned. All costs associated with the preparation and submission of proposals are the sole responsibility of the proposer.

### **Contact for Questions**

Upon release of this RFP, all questions concerning this RFP must be submitted in writing to Josh Bonner at [josh.bonner@cvmcd.org](mailto:josh.bonner@cvmcd.org) by September 16, 2024, at 5:00 PM PST. Unauthorized contact regarding this RFP may result in disqualification. CVPCD responses to all submitted questions will be provided via email by September 23, 2024. All questions received and responses submitted will also be publicly available on CVPCD's website, at [cvmcd.org/governance/public-notice](http://cvmcd.org/governance/public-notice) under "District Procurement Notices".

## **Reservation of Rights**

CVPCD reserves the right to:

- Waive any defect, irregularity or informality in the proposal or proposal procedures.
- Accept or reject any proposal or portion thereof in whole or in part.
- Request additional information or require a meeting with firm representatives for clarification.
- Cancel, revise, and/or reissue this request for proposal.
- Negotiate with respondents.
- Modify deadlines.

## **VII. REQUEST FOR PROPOSAL**

Format your responses to each question in Sections A through F below in the order given in order to facilitate comparisons between respondents.

### **A. COMPANY BACKGROUND AND ORGANIZATION**

1. Describe your company (e.g., date founded, ownership, organizational structure, etc.). Provide the same information for any subsidiaries or affiliates that would be relevant to CVPCD.
2. Identify the types of accounts primarily sought by your company.
3. What is your company's business continuity/disaster recovery plan? How often is it updated?

### **B. EXPERIENCE**

1. Describe your company's experience managing cemeteries, public park and recreation space, or government property.
2. Provide the number and types of accounts currently managed by your company.
3. What geographic region does your company operate in?

### **C. PERSONNEL**

1. What is the average tenure of your company's security guard force? Do you anticipate the CVPCD would have consistent coverage by the same guard(s), or would guards be regularly rotated?
2. Identify the key management personnel that would be assigned to the CVPCD account (on call) - owner, manager, etc.
3. How frequently do you train your personnel on security and enforcement techniques? What

kind of certifications and license do your guards have?

#### **D. MANAGEMENT APPROACH**

1. Describe the oversight provided by your company to ensure guards are acting in a manner consistent with your organization's philosophy and the expectations of the client while in the field.
2. How frequently would you suggest your management team meet (by phone or in person) with CVPCD? Who would attend these meetings?
3. Describe the process you would use to resolve a constituent/customer complaint regarding one of your guards.

#### **E. FEES**

1. Provide the complete fee schedule that would apply to this account. Please include cost or additional hours and your required notification period. Fee schedule should include:
  - Unarmed Guard per hour fee (minimum of 4 hours worked)
  - Armed Guard per hour fee (minimum of 4 hours worked)
  - Vehicle Use Fee per day (7:00 AM to Closing)
  - Vehicle Fuel Fee (If Applicable) with details on how it will be applied/tracked.
  - Off Hours Patrol Fee with details on how it will be applied (per trip, one time charge, etc.)
  - Off Hours Emergency Response Fee with details of how it will be applied (per occurrence, etc.). Note – the District receives on average 2-3 after hour alarm calls per year, very infrequent.
2. What additional services not covered through this proposal may be available to the CVPCD as needed?

#### **F. ADDITIONAL INFORMATION**

1. Provide a list of three client references, including contact information, for which your company provides security services. Cemeteries, government agencies and public space references preferred but not required.
2. Briefly describe any additional features, attributes, or conditions which CVPCD should consider in selecting your company.
3. Briefly describe your reporting process. How do you report issues, incidents, or general performance of duties to CVPVD management on a regular basis? How often are these reports received?
4. Please list any additional charges the District may incur that are not otherwise listed, examples may include cell phone charge, holiday pay, equipment fees, etc. Additional fees will not be considered as part of the contract if not submitted in proposal.

**EXHIBIT A – CEMETERY CLOSING TIMES**



The Coachella Valley Public Cemetery District is open from 7:00 a.m. to sunset, daily. Due to the change in seasons and daylight hours, the “sunset” closing time changes throughout the year. Below is the closing schedule for the year, which we supply to the public so they will have a more accurate accounting of when the cemetery will close. The date listed signifies the day of the year the subsequent closing time begins. For instance, “January 1 – 5:30 p.m.” signifies that beginning January 1<sup>st</sup>, the cemetery will close at 5:30 p.m. and will continue on that schedule until the next change occurs on February 14<sup>th</sup>.



### **2024 Closing Schedule**

January 1 – 5:30 p.m.

February 14 - 6:00 p.m.

March 12 - 7:00 p.m.

April 1 - 7:30 p.m.

May 1 - 8:00 p.m.

September 1 - 7:30 p.m.

October 1 - 7:00 p.m.

November 3 - 5:30 p.m.

## **EXHIBIT B – PERFORMANCE EXPECTATIONS**

## Security Guard Expectations

- Learn, familiarize themselves, and enforce the rules, policies, and procedures of the CVPCD. A list of CVPCD policies may be found at [cvpcd.org/regulations/](http://cvpcd.org/regulations/).
- Utilize proper escalation steps, including contacting key members of management and/or law enforcement as needed.
- Enforcement will include actionable steps independent of patron interaction, for example removing alcohol left at grave sites, removing glass left at gravesites, leaving enforcement notifications, and other steps necessary to enforce policy and ensure public safety through regular walk-throughs of the grounds.
- A guard should be actively patrolling the publicly accessible grounds by vehicle and on foot during all times the cemetery is open to the public.
- A complete walkthrough (out of vehicle) of the cemetery grounds should be completed no less than twice per day.
- Assist with traffic control, including during high traffic periods such as services, and with general enforcement related to traffic flow and safety such as no double parking, no speeding, etc.
- Open and close the cemetery daily, including clearing the grounds of all vehicles and patrons at closing and securing the premises for lockdown.
- Additional guards, when present for events or other occasions, may patrol the cemetery and restricted areas of the District and offer support when needed. Guards should not be routinely sitting in the vehicle together or congregated.
- Utilize CVPCD issued radios to communicate with staff and each other as needed.
- Staff the entrance or exit of the cemetery when needed to distribute flyers or other information as directed by CVPCD management.
- Offer crowd and traffic control and support large events when needed and as directed by the CVPCD's event management plan.
- Work in partnership with local authorities when required during major events or large services.

## Security Guard Skills

- The cemetery is an emotionally charged and highly sensitive area. Guards must be able to operate with empathy, utilizing good communication skills and conflict resolution tactics when dealing with the public.
- At all times, at least one guard on grounds must be bilingual (english/spanish).

## Off-Hour Expectations

- A unit should be assigned to arrive at the cemetery at closing time to assist the primary guard with clearing traffic and visitors from the grounds so the gates can be locked.
- Additional drive-by patrols of the cemetery must be performed at least twice a night. Drivers may do visual inspection of the cemetery from the perimeter. Buildings located in undeveloped/partially developed areas should also be visually inspected.
- Respond to ADT alarm alerts. The CVPCD has a secure alarm system on all buildings, as well as active, real-time camera monitoring. When an off-hours alarm is tripped, CVPCD management will receive a call alerting them of the alarm. The manager will attempt to utilize security cameras to determine if a threat exists, or if the alarm can simply be reset. If the manager determines a threat exists, he will contact both security and local authorities to respond. If he cannot determine the threat level, he will contact the security company to visit and assess the area and report back.

## **EXHIBIT C – CONTRACT FOR SERVICES**

**COACHELLA VALLEY PUBLIC CEMETERY DISTRICT  
AGREEMENT FOR GENERAL SERVICES**

Parties: This Agreement (“Agreement”) regarding the Security Services described below (“Services”) to be provided by [INSERT NAME OF PERSON OR FIRM AND INDICATE IF IT IS A CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY] (“Contractor”) as an independent contractor to the Coachella Valley Public Cemetery District, a California public cemetery district (“District”) for the District’s Security Services (“Project”). Contractor is retained as independent contractor and is not an employee of the District. District and Contractor are sometimes referred to herein as “Party” or “Parties.”

Services; Schedule of Performance: The Services to be provided are described in Exhibit “A”, attached hereto and incorporated herein by reference. Services on the Project shall begin DATE and continue for a period of three (3) years, completing on DATE. The Agreement may be extended for an additional two (2) one (1) year periods if agreed to in advance of contract expiration by both parties in writing.

Standard of Care: Contractor 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, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors 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.

Substitution of Key Personnel: Contractor has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Contractor cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: [\*\*\*INSERT NAMES\*\*\*].

Compensation: Contractor shall receive compensation for all Services rendered under this Agreement as detailed in Exhibit "B". The total compensation shall not exceed AMOUNT (\$XX.XX) per year without written approval of District's General Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Payment of Compensation: Contractor shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

Reimbursement for Expenses: Contractor shall not be reimbursed for any expenses unless authorized in writing by the District.

Extra Work: At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary, for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement or intentionally set aside for separate billing. Contractor shall not perform, nor be compensated for, extra Work without written authorization from District's Representative.

CPI Adjustment

In recognition of the general increase in the cost of doing business, the Parties agree to an annual increase in the compensation in an amount equal to the increase in the U.S. Department of Labor Consumer Price Index "CPI" for the previous calendar year (January 1 through December 31) for all consumers in Riverside County, California; provided that the CPI adjustment shall be rounded up to the nearest full dollar, and further provided that the CPI adjustment shall not exceed four percent (4%) for the fiscal year. The increase may be applied one (1) time per calendar year for the duration of the Agreement, beginning January 1<sup>st</sup>, 2026.

Prevailing Wages: Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the 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" or "maintenance" project and the total compensation exceeds \$25,000, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all sub-Contractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any sub-Contractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

**Insurance:** Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/\$2,000,000 general aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); C. Workers' Compensation Insurance in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Professional Liability (Errors and Omissions) Insurance, if required by the District, that covers the Services to be performed, in the minimum amount of \$1,000,000 per claim and in the aggregate, with conditions and for a term acceptable to the District. Insurance carriers shall be licensed and authorized to do business in California. Such insurance carrier shall have not less than an "A:VII" rating according to the latest Best Key Rating unless otherwise approved by District. Contractor shall add District, its officers, officials, employees, agents, and volunteers as additional insureds on Contractor's Commercial General Liability and Automobile Liability. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the District, its elected or appointed officers, agents, officials, employees and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it.

**Termination:** The District may terminate this Agreement at any time with or without cause. If the District finds it necessary to terminate this Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Agreement only upon 30 calendar days' written notice to the District only in the event of District's failure to perform in accordance with the terms of this Agreement through no fault of Contractor.

**Indemnification:** To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, the District, its officials, officers, employees, agents, or volunteers. If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification

obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

Laws & Regulations; Employee/Labor Certifications: Contractor 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 Project or the Services. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor shall maintain records of its compliance, including its verification of each employee, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements. To the same extent and under the same conditions as Contractor, Contractor shall require all of its sub-Contractors, sub-Contractors and Contractors performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Contractor's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Agreement for cause. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any sub-Contractor, employee or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Agreement, Contractor shall indemnify District against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

Governing Law; Venue; Government Code Claim Compliance: This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in Riverside County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the District.

Assignment; Amendment: Contractor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District. This Agreement may not be modified or altered except in writing signed by both Parties. There are no intended third party beneficiaries of any right or obligation of the Parties.



Miscellaneous Terms: This is an integrated Agreement representing the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. 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 meaning, and not strictly for or against any Party. The captions of the various 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. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the Parties to the addresses set forth in this Agreement.

Contractor warrants that the individual who has signed this Agreement has the legal power, right and authority to make this Agreement and bind the Contractor hereto. If you agree with the terms of this Agreement, please indicate by signing and dating where indicated below.

**COACHELLA VALLEY PUBLIC  
CEMETERY DISTRICT**

**\*\*\*INSERT NAME OF  
CONTRACTOR\*\*\***

Approved By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
\*\*\*INSERT NAME\*\*\*  
\*\*\*INSERT TITLE\*\*\*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Date

\_\_\_\_\_  
\*\*\*INSERT NAME\*\*\*  
Board Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
\*\*\*INSERT NAME\*\*\*  
General Counsel

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

**[\*\*\*INSERT SCOPE OF SERVICES BY LISTING SERVICES OR ATTACHING SCOPE FROM CONTRACTOR; IF ATTACHING SCOPE, DO NOT INCLUDE TERMS AND CONDITIONS FROM THE CONTRACTOR\*\*\*]**

**EXHIBIT “B”**

**COMPENSATION**

**\*\*\*INSERT CONTRACTOR RATE SCHEDULE\*\*\***