



Coachella Valley Public Cemetery District

Request for Proposal

Information Technology Management Services

Issued: November 20, 2024

RFP Deadline to Submit: January 7, 2025, 5:00 PM

INTRODUCTION

The Coachella Valley Public Cemetery District (“CVPCD” or “District”) is soliciting contracted services with an experienced professional information technology services firm (“Contractor”) to provide information technology (IT) management services. This Request for Proposal (RFP) outlines the requirements and selection process.

BACKGROUND

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 21,000 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 District estimates that the facility will meet the need of the public for at least fifty years. 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 tax payers within the District is part of the revenue the District 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 actually a department of any city or county government. Although counties, for a fee do collect property taxes and deposit them to District accounts.

Cemetery districts are governed by a Board of Directors 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.

PURPOSE

The District is seeking comprehensive information technology management services. The Contractor will provide support for hardware (servers, switches, workstations, laptops, and tablets), network, software, technical support (“help-desk”) services, back-ups, remote access, on-site support, email maintenance and security, inventory management, security, and disaster recovery.

To successfully manage these services, it is expected that the Contractor works and communicates effectively with District staff, officials, and other vendors to make District technologies and systems seamless to the end-users.

The Contractor is also expected to guide and support long-term planning efforts to meet strategic goals and to keep systems current and functional in the most cost-effective manner possible.

The overall goal of this RFP is to procure comprehensive, reliable, timely, and proactive IT management and support that will promote the mission and vision of the District in serving its community.

LOCATIONS REQUIRING SERVICE

The Contractor is expected to provide IT management services at the following locations:

- CVPCD Administration Building – 82925 Ave. 52, Coachella, CA 92236
- CVPCD Executive Building – 82847 Ave. 52, Coachella, CA 92236
- Remotely (in the event that personnel are working off-site or from home)
- Other locations, as requested

CURRENT TECHNICAL ENVIRONMENT

Please note – The District has made its best effort to accurately present our equipment to the best of our ability. However, we cannot guarantee the absence of errors and omissions in our assessment. We strongly recommend vendors wishing to submit a proposal for this RFP schedule a site walk through to do their own review of District inventory and services.

The District’s current system consists of one (1) physical server:

1. (1) HP Proliant MO110 Gen 10 Server

The District's physical server runs the following:

1. Active Directory/DNS/DHCP
2. Hosts the Quickbooks file
3. File and Print Services
4. Contains the legacy data for the Burrows Software

The District's Disaster Recovery solution is:

One (1) stand alone managed BCDR device with local storage and cloud storage for 1 year data retention.

The District's Firewalls are the following:

One (1) 24 port Meraki switch at the Administration Building

One (1) 48 port Meraki switch in Executive Building

Both firewalls are connected to Frontier FiOS Internet Connections.

The District currently utilizes four (4) Desktop Workstations (utilizing HP Pro Desk), nine (9) Laptops (using a mixture of Microsoft and HP), and eight (8) Apple iPads. Seven of the nine Laptops are primarily fixed use (at desk), two are primarily used remote (out of office). There are fixed Internet connections in the Administration and Executive buildings (Frontier 20MB), and a point-to-point connection that supports our security cameras and water pump control system. The environment also consists of various network switching, routing, and security hardware at both sites including a NUUO security camera system (with 31 active cameras). The Executive Board room is set up with a hardwired desktop that supports speakers and camera for recording Board meetings.

The organization has eleven (11) full-time users (employees) and one (1) part-time user on site. Additionally, there is one remote (only) user. Exchange has approximately twenty (20) mailboxes.

The District utilizes a VOIP phone system provided and managed by Frontier Communications, with eight (8) phones total.

The District has a total of three (3) copier machines at its facilities, a Kyocera Copier/Printer TASKalfa 2554ci (Administration Building) and a Cannon Image Class MF445 and a HP Office Jet Pro 9018 (Executive Building). The Kyocera is leased and serviced through an independent contractor.

There are six (6) workstations that have scanners (Epson DS-410).

SCOPE OF SERVICES

Under the direction of the General Manager, the Contractor will be expected to perform all services described in the Scope of Services via remote access, telephone, and/or onsite support as determined by the District. The Scope of Services include the following:

A. Initial Assessment: As technology continues to rapidly develop, it is prudent to plan for replacement of outdated equipment and software to keep systems current and supportable, and to reduce the risk of equipment failure. The initial assessment will consist of the following:

- On-site visit and review.
- Review of inventory and assessment of system infrastructure and equipment to determine efficiency, life expectancy, speed, and efficacy of current processes.
- Provide recommendations for improving routine maintenance to eliminate emergency maintenance situations.
- A report of the initial assessment shall be submitted annually for the duration of the contract, during the month of March.

B. Desktop Application Support: This consists of providing technical support, installation, and configuration. These tasks include, but are not limited to, the following:

- Performance of basic support functions, including the configuration and installation of computers, laptops, tablets, printers, and software.
- Diagnosis and correction of desktop application issues.
- Configuration of computers and laptops for standard applications.
- Identification and correction of user hardware problems.
- Advanced troubleshooting, as needed, and implementation of “help-desk” service ticket system when on-site support is not available.

C. Infrastructure Maintenance and Management: Ensuring consistent performance, maximizing uptime, and minimizing system failures is largely dependent upon applying due diligence in performing routine maintenance and management tasks. These tasks include, but are not limited to, the following:

- Management of networks and computer systems, including complex applications, databases, communication systems, servers and associated hardware, software, and operating systems necessary for performance, security, reliability, and recoverability of the systems.
- Reviewing all process logs for normal execution and performance.
- Reviewing security logs for unusual activity.
- Monitoring and reporting status of servers and network.
- Conducting preventative maintenance.
- Timely responses to repair, maintenance, and user support requests.
- Maintaining records of both on-site and “help-desk” support service tickets.
- Performing backups, backup rotations, and restoration of all systems, servers, networks, and equipment.

- Developing and maintaining procedural documentation for active servers, including comprehensive inventory (hardware, software, applications, and licensing), product manuals, baseline settings and scripts, a network map, and action logs.
- Configuration management, including changes, patches, etc. as needed.
- Support of software relating to servers, workstations, laptops, tablets, and other network equipment.
- Installation of new equipment, software, and transfer of existing data, as requested.
- Implementation or support related to software migrations, as needed. This may require communication and troubleshooting with other District vendors.
- Monitoring and adjusting data backup and recovery systems on a weekly basis to include new or changing data sources.
- Verifying backup data monthly.
- Testing of data restoration processes to evaluate effectiveness in the event of a system failure, occurring at least twice per year.
- Updating and distributing updates for anti-virus/malware systems and definitions to client computers and servers.
- Maintenance of IT asset inventory and regular scheduling of electronic retirement and proper disposal (i.e. wiping agency data from hardware prior to disposal, recording specs and estimated value of retired equipment, and coordinating the auctioning of serviceable equipment or e-waste collection of retired equipment).

D. Network Administration: This consists of a variety of tasks required to initiate, adjust, and implement network functions, including, but not limited to, the following:

- Maintenance and support of network equipment, including switches, firewalls, and other similar devices.
- Network, network device, and server capacity monitoring and planning.
- Server OS configuration and version updates.
- Management of backup and disaster recovery systems.
- Installation and troubleshooting of printer/scanners not otherwise serviced by a separate vendor.
- Analysis, routine configuration changes, minor cabling, and installation of patches and upgrades.
- Proactive monitoring of network equipment, performance, and management; continuous troubleshooting, as required.
- Maintenance of District email accounts using the District domain, including adding, changing, and/or deleting employee accounts as requested.
- Maintenance of virus programs on servers and user hardware.

- Mapping of network resources, such as shared file storage drives.
- Administration and updating of anti-virus and malware protection on system servers and clients.
- Adjustments to internet web filtering and email spam filtering systems.
- Coordinating penetration testing as needed as a security strategy.
- Firewall administration.
- Service pack installations.
- Administration of network user access rights and global and group security policies, as approved by the District.
- Support Payment Card Industry (PCI) compliance and completion of required auditing.
- Monitoring for intrusion attempts, attacks, viruses, etc.
- Notifying District personnel of any suspected security breaches immediately.
- Accessing and supplying stored security video footage.

E. Website: While the District contracts with a dedicated website vendor for web platform and hosting services, the Contractor may be asked to provide the following website related support services as needed:

- Ensure website compliance with California requirements, including Web Content Accessibility Guidelines (WCAG) and ADA requirements.
- Maintain required SSL certificates and domains.
- Make recommendations for website security strategies, as requested.
- Assistance with website integration with Cemsites, payment processors, etc.

F. Planning and Project Management: The Contractor may be required to perform the following planning and project management related tasks on an as-needed basis:

- Provide suggestions for moving to cloud solutions.
- Analysis of information system needs.
- Researching, evaluating, and acquiring quotes for technical solutions.
- Preparing project implementation plans and timelines.
- Conducting and/or participating in planning meetings.
- Preparing project status reports.

G. Support Hours: The Contractor is to provide full-time remote support, in accordance with the District's operational hours (Monday through Friday from 8:00 AM – 5:00 PM) and on-site support as required to perform work (no pre-set minimum required). After-hours support will occur on an as-needed basis for routine server maintenance, scheduled projects requiring downtime, and any required after-hours emergency work.

H. Communication: The Contractor is expected to uphold the following communication standards:

- Maintain a professional and effective communication rapport with District staff, providing valuable and accurate information in a timely manner.
- Establish a consistent monthly work schedule to outline when routine on-site maintenance and technical support will occur.
- Monitor lifecycles and service contracts for all hardware, as well as related licenses and warranties. Advise on the management of end of life or impending expirations at least 6 months prior to expiration.
- Communicate new developments or recommendations regarding technology that can improve efficiency and/or effectiveness of IT operations.

I. Training: At the request of the District, the Contractor will provide end user training for various technologies, as needed.

J. Not Included: The contract does not obligate the District to purchase computer equipment, hardware devices, cabling, licenses, software, etc. from the Contractor. The scope does not include equipment and networks not owned by the District.

CONTRACT TERM

The proposed term of the contract is for three (3) years, from January 10, 2024, to January 10, 2027, with two (2) additional one-year extensions if mutually agreed to in writing, in advance, by both parties.

SCHEDULE FOR SELECTION

RFP available: November 20, 2024

Site Walk-Through (must be scheduled): November 23 - December 19, 2024*

Deadline for submittal of questions: December 20, 2024

Staff responses to questions: December 30, 2024

Deadline for submittal of proposal: January 7, 2025

Proposal opening & evaluation: January 8 & 9, 2025

Winning proposal presented to Board of Trustees for review & recommended award: January 10, 2025

Contract Commencement: January 13, 2025

**While a walk-through is not required to submit a proposal, it is strongly encouraged to ensure the vendor has the best possible grasp of the District's working environment.*

INSTRUCTIONS TO CONSULTANTS

1) EXAMINATION OF PROPOSED DOCUMENTS

By submitting a proposal, the Contractor represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is qualified to perform the work as requested in the Scope of Services.

2) WITHDRAWAL OF PROPOSAL SUBMITTAL

A Contractor may withdraw its proposal at any time before the deadline for submission of proposals by delivering to the District General Manager a written request for withdrawal signed by, or on behalf of, the Contractor.

3) RIGHTS OF THE DISTRICT

This RFP does not commit the District to enter into a legal binding agreement, nor does it obligate the District to pay for any costs incurred in preparation and submission of the proposal or in anticipation of an agreement. The District reserves the right to reject any or all proposals.

RESPONDING TO THE RFP

The Contractor must respond to each of the items below within the submitted proposal. Please respond in the same order and using the same section titles as those listed below.

1) Submittal Letter

- Include the RFP's title and submittal due date, the name of the firm, and the firm's contact information (address, telephone number, and fax number). Include a designated contact person and their corresponding email address. The letter must state that the proposal, including pricing, will be valid for a 60-day period and that staffing is available to begin work immediately on the Scope of Services. The person authorized by the firm to negotiate a contract with the District must sign the submittal letter.

2) Description of Firm:

- Provide a description of the firm, including its background and history, organizational structure and size, location(s), and any relevant certifications and credentials.
- Identify key staff that will be utilized to perform contractual duties under the proposal, and include their titles, certifications, experience, and duties.
- Describe how the firm stays current on relevant regulations, legislation, certifications, and compliance.

3) References & List of Engagements:

- Provide 3 references of similar sized or larger agencies for whom the company is currently managing or has managed IT services within the last 5 years. Include a point of contact and contact information (email address and phone number) for each reference.

4) Security:

- Describe the firm's recommended strategy for securing District data. Include the firm's security-related policies, expertise, and any security certifications held.
- Provide recommendation(s) for outside penetration tests and how frequently they should be done.

5) Client Relationship Management:

- Describe how the firm determines client needs. What specific processes are followed to resolve client requests?
- Describe how the firm communicates any changes to system conditions to clients and users.
- Describe how multiple projects and requests are prioritized if received at the same time.
- Describe the firm's experience with end user training, specifically as it relates to use of technology and security trainings.
- Does the firm follow a change management process? Please explain the process followed to help clients prepare for, adopt, and sustain the use of new technology.
- How does the firm determine customer service satisfaction?
- Does the firm produce help desk reports? If so, are these reports provided to the client and how often are they produced for review?

6) Description of Services:

- Describe the IT management and support services offered by the firm. Are there varying service levels? If so, please outline them and identify the service level recommended to meet the needs outlined in this RFP.
- Identify the firm's hours of operation. Is after-hours support available? If so, what is included and how are after-hours services billed?
- Identify the firm's guaranteed response time for all request types. If it is dependent upon severity and time of day, describe the criteria for determining the response time.
- Describe the process utilized for scheduling down time for routine maintenance. How often is downtime anticipated to occur? How is down time communicated to clients?
- Describe how the firm would assist with the District's strategic planning efforts to ensure that the IT infrastructure retains its efficiency and reliability.
- Propose a strategy for major application upgrades.
- Describe the firm's recommended disaster recovery strategy and explain how the strategy is unique to government agencies.
- Describe how the firm determines when software upgrades are necessary.
- Describe any services provided by the firm (beyond those listed in the Scope of Services) that may be of interest to the District, such as audio-visual services.

7) Monitoring:

- Describe the tools and strategies used to monitor and ensure the stability of IT systems.
- Describe how the results of monitoring would be reported to the District.

8) Documentation and Records:

- Describe how the firm would document all maintenance work, system performance, and any changes made to District systems.
- Describe how the firm would retain documentation related to contracted work. Will this documentation be made available to the District throughout the contract period?
- Describe how the firm would maintain confidentiality in strict conformance with confidentiality laws and regulations.

9) Distinguishing Characteristics

- Describe what distinguishes your firm from other firms who provide IT management services and how these distinguishing characteristics will benefit the District.

10) Fees

Provide all fees associated with the proposed contract for services. The following should be included in the proposal:

- Fees for service initiation
- On-going monthly fees and a description of what is included in these fees

Optional Fees:

- Extra work which is not included in the proposal
- Optional ongoing services
- Ad-hoc services
- Escalation Contractor fees
- Fees related to disaster recovery
- Fees for emergency response and after-hours work

EVALUATION CRITERIA

Award shall be based on a “best value” evaluation. Criteria used for the evaluation will include cost, responsiveness to the RFP, qualifications and experience, references, previous performance, and ability to provide services. While cost is a significant factor during the evaluation process, RFPs will be evaluated according to the listed criteria.

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from Contractors, or to allow corrections of errors or omissions.

Upon selection of a Contractor, the District will endeavor to negotiate a mutually agreeable agreement with the selected Contractor. In the event that the District is unable to reach agreement, the District will proceed, at its sole discretion, to negotiate with the next Contractor selected by the District. The District reserves the right to contract for services in the manner that most benefits the District including awarding more than one (1) contract if desired.

After negotiating a proposed Agreement that is fair and reasonable, District staff will make the final recommendation to the District Board concerning the proposed Agreement. The District Board has the final authority to approve or reject the Agreement.

AGREEMENT

The final Scope of Services negotiated between District and the successful Contractor shall be set forth in the Agreement for General Services ("Agreement") executed by and between District and the successful Contractor. A copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein by this reference. In submitting a proposal in response to this RFP, Contractor is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. 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, Contractor is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

BUSINESS LICENSE

Contractor must possess all necessary business license(s) required to operate within jurisdiction of service provided.

DUE DATE FOR RESPONSE

The RFP response must be received by the CVPCD on or before 5:00 p.m. Tuesday, January 7, 2025. The response document must be emailed (preferred) or mailed to:

Joshua Bonner, General Manager

Coachella Valley Public Cemetery District

82925 Ave. 52

Coachella, CA 92236

Email: josh.bonner@cvpcd.org

When sending by email, please request a delivery confirmation. Confirmation is not considered valid without written acknowledgement of receipt from the District. If sending my mail service, please utilize a service that provides for delivery confirmation. The envelope should clearly indicate "Proposal for IT Management Services" and Contractor's name and address shall appear in the upper left hand corner of the envelope. Late responses will not be considered. Any questions, comments, and/or concerns must be directed via email to the individual specified

above and received no later than 5:00 PM on December 20, 2024. Any questions or comments will be responded to by December 30, 2024.

The District will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the District. Proposals received after this date will be returned to the Contractor unopened.

RIGHT TO REJECT SUBMITTALS

The District reserves the right without prejudice to reject any or all proposals. The District will not compensate any Contractor for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the District. Issuance of this RFP and receipt of proposals does not commit the District to award a contract. District expressly reserves the right to postpone the RFP for its own convenience, to accept or reject any or all proposals received, to negotiate with more than one Contractor concurrently, or to cancel all or part of this RFP. District reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of District, such action shall serve its best interests.

EXHIBITS

- A. Sample Agreement
- B. Relevant Images of Current Environment

Exhibit A – Sample Agreement

[INSERT DATE]

[INSERT NAME]

[INSERT ADDRESS]

[INSERT CITY, STATE ZIP]

Dear [INSERT NAME]:

Letter Agreement for [Insert Type of Services]

Parties: This letter shall be our Agreement (“Letter Agreement”) regarding the [INSERT TYPE OF 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] (“Consultant”) as an independent contractor to the Coachella Valley Public Cemetery District, a California public cemetery district (“District”) for the District’s [INSERT NAME OF PROJECT] (“Project”). Consultant is retained as independent contractor and is not an employee of the District. District and Consultant are sometimes referred to herein as “Party” or “Parties.”

Services; Schedule of Performance: The Services to be provided include the following: [INSERT DETAILED DESCRIPTION OF SERVICES - IF THE CONSULTANT HAS A SEPARATE SCOPE OF SERVICES DOCUMENT, MAKE SURE IT IS CONSISTENT WITH THE LANGUAGE IN THIS LETTER AGREEMENT, MARK IT AS EXHIBIT “A”, ATTACH IT AND REPLACE THIS PARAGRAPH WITH THE FOLLOWING: ‘The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit “A” and are incorporated herein by reference.’]. Services on the Project shall begin immediately and shall be completed by [INSERT DATE], unless extended by the District in writing.

Standard of Care: Consultant shall perform all Services under this Letter 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. Consultant 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 Letter Agreement.

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

Compensation: Compensation shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the rate(s) set forth in Exhibit “B” attached hereto and incorporated herein by reference. The total compensation shall not exceed \$[insert dollar amount] without written approval of the [insert position/title of Department Head, or District Manager]. Consultant’s invoices shall include a detailed description of the Services performed.

Invoices shall be submitted to the District on a monthly basis as performance of the Services progresses. District shall review and pay the approved charges within thirty (30) days of receipt of such invoices. If the District disputes any of Consultant's fees, the District shall give written notice to Consultant, within thirty (30) days of receipt of an invoice, of any disputed fees set forth therein. The District shall review and pay the approved charges on such invoices in a timely manner.

Prevailing Wages: 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" 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, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Letter Agreement. Consultant 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 Consultant's principal place of business and at the project site. Consultant 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 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 Project and require the same of any subconsultants, as applicable. This Project 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.

Insurance: Consultant 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. Consultant shall add District, its officers, officials, employees, agents, and volunteers as additional insureds on Consultant's Commercial General Liability and Automobile Liability. All insurance coverage maintained or procured pursuant to this Letter Agreement shall be endorsed to waive subrogation against the District, its elected or appointed officers, agents, officials, employees and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Coverage provided by Consultant 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 Letter Agreement at any time with or without cause. If the District finds it necessary to terminate this Letter Agreement without cause before Project completion, Consultant shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Consultant may terminate this Letter 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 Letter Agreement through no fault of Consultant.

Indemnification: To the fullest extent permitted by law, Consultant 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 Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant'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. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant'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, Consultant'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 Consultant, and, upon Consultant obtaining a final

adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Laws & Regulations; Employee/Labor Certifications: 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 Project or the Services. By executing this Letter Agreement, Consultant 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. Consultant 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 Consultant's compliance with the requirements. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subconsultants, sub-subconsultants and consultants performing any work relating to the Project or this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Consultant's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Letter Agreement for cause. By its signature hereunder, Consultant 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. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Letter Agreement, Consultant 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 Letter 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 Letter 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, Consultant 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, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

Assignment; Amendment: Consultant shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the District. This Letter 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 Letter 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 Letter Agreement, the language of this Letter 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 Letter Agreement. The unenforceability, invalidity or illegality of any provision(s) of this Letter 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 Letter Agreement.

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

**COACHELLA VALLEY PUBLIC
CEMETERY DISTRICT**

*****INSERT NAME OF
CONSULTANT*****

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 CONSULTANT; IF ATTACHING SCOPE, DO NOT INCLUDE TERMS AND CONDITIONS FROM THE CONSULTANT***]**

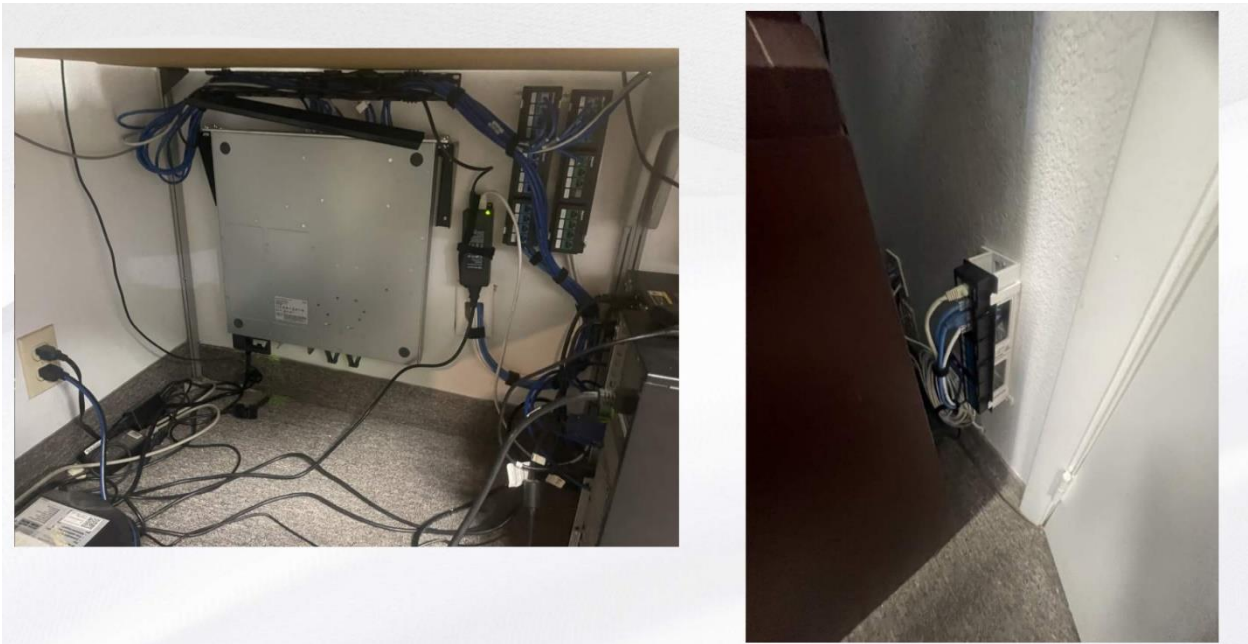
EXHIBIT “B”

COMPENSATION

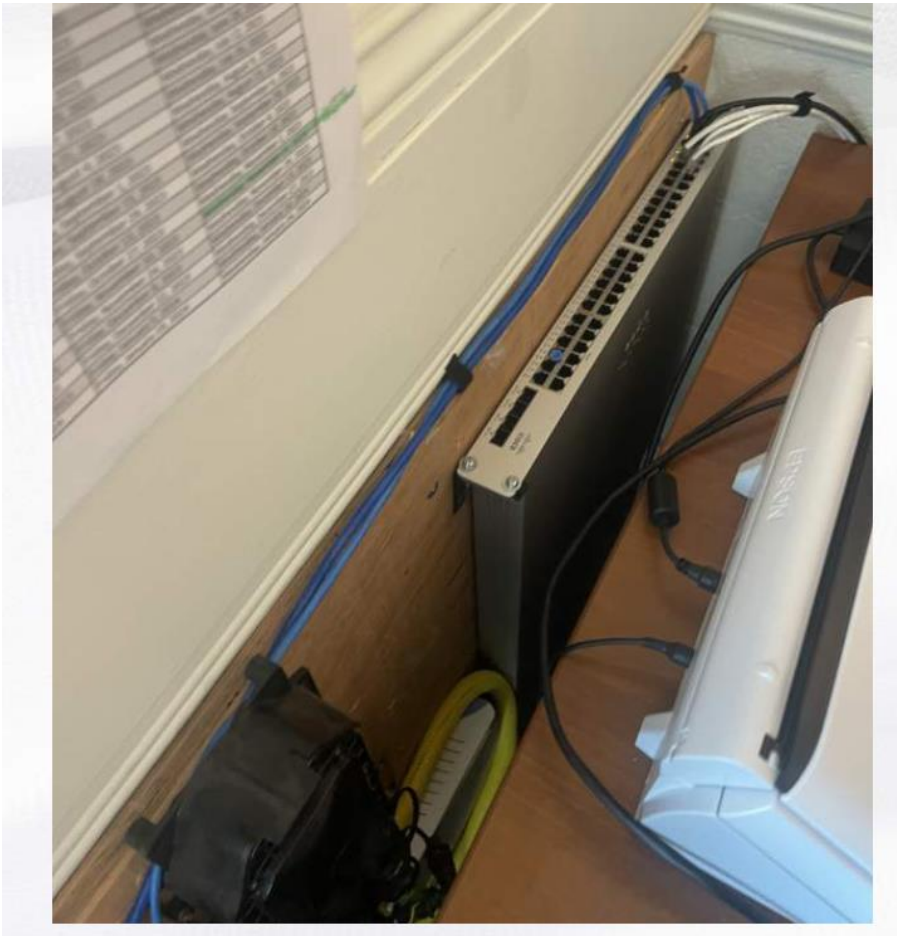
*****INSERT CONSULTANT RATE SCHEDULE**

Exhibit B - Relevant Images of Current Environment

Switch, Administration Building



Switch, Executive Building



Board Conference Room



Security System



Typical office desktop environment

