

**REQUEST FOR PROPOSALS  
FOR  
ATHLETIC OFFICIALS ADULT AND YOUTH SPORTS**

**(RFP #2026-1)**

# **REQUEST FOR PROPOSALS FOR ATHLETIC OFFICIALS ADULT AND YOUTH SPORTS**

## **INTRODUCTION**

The purpose of this Request for Proposals (“RFP”) is to identify and retain a Contractor that would provide and schedule sports officiating referees/umpires and score keepers for Valley-Wide Recreation and Park District’s (“District”) Adult and Youth Sports Programs.

## **NOTICE IS HEREBY GIVEN:**

That Valley-Wide Recreation and Park District, will receive proposals from interested contractors for the Athletic Officials Adult and Youth Sports as outlined in this RFP by the date and at the address listed below:

## **PROPOSALS DUE:**

2:00 p.m. (PST) on April 30, 2026  
Valley-Wide Recreation and Park District  
Attn: Romeo Salvador, RFP Coordinator  
901 W Esplanade Ave, San Jacinto CA, 92582

**A copy of the RFP is posted on the District’s website at:**

**<https://www.gorecreation.org/bidding-opportunities>**

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## **Required Proposal Documents**

The following documents must be provided with a bidder's proposal in order to be considered:

1. Proof of Bidder Experience/ Resume
2. Bid Proposal (include the 5 (five) required documents outlined in Conditions of Service section 5.2)
3. Proof of Contractor's Insurance

# REQUEST FOR PROPOSALS FOR ATHLETIC OFFICIALS ADULT AND YOUTH SPORTS

## SECTION 1: INTRODUCTION

### 1.1 Statement of Purpose

The purpose of this Request for Proposals (“RFP”) is to identify and retain a qualified Contractor that would provide and schedule sports officiating referees/umpires and scorekeepers for Valley-Wide Recreation and Park District’s (“District”) Adult and Youth Sports Programs.

### 1.2 Scope of Work

Contractor communications will be made through the appropriate District Representatives for each District program or their designee who shall oversee and facilitate the activities of the Contractor as needed. Contractor shall provide professional services and expertise related to officiating and scorekeeping in our Adult and Youth Sports Programs in compliance with the governing codes and applicable regulations. Failure to comply with these rules and regulations will result in the possible termination of all signed agreements between District and Contractor.

#### 1.2.1 **Services**

Contractor shall, for the term of this Agreement, provide officiating and score keeping services for, but not limited to, Adult Slo-Pitch Softball, Adult Basketball, Youth Fast-Pitch Softball, Youth Baseball, Youth Basketball, Youth Indoor and Outdoor Soccer, Youth Flag Football, Youth Volleyball, and athletic tournaments sponsored by District and any other sport league offered during the term of this agreement. This includes all pre-scheduled league games, tournaments, and rescheduled games during the term of this agreement.

Such services shall include the provision of officials, scheduling of said officials and score keepers (referenced in this document collectively as “affiliates”), and guarantee of affiliates attendance at scheduled events. District shall, at the beginning of each designated season or athletic event, determine whether services will be needed, and if so, will provide the Contractor with a schedule of games. It is the duty of the Contractor to provide the necessary number of officials and score keepers based on the industry standards of the specific sport.

District shall have the right to amend its determination whether Contractor is to provide officials and score keepers, or the number thereof, at any time.

#### 1.2.2 **Premises, Equipment and Supplies**

Contractor shall provide all necessary personal equipment and supplies necessary to officiate and keep score of a game. This includes, but is not limited to, industry standard uniforms for each specific sport, whistles, protective equipment, indicators, brush and ball bags, scorebooks, and transportation to the game or event. District shall provide appropriate play facilities, play equipment and storage areas necessary for the game or sport play.

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## **1.2.3 Quality of Service**

- a. Contractor shall provide services in a professional manner and comparable to other professional services during the entirety of this Agreement.
- b. Contractor and its affiliates are requested to be fully knowledgeable of all rules related to the league and is responsible for knowing and utilizing District athletic standards, code of conduct and best practices. Contractor shall require all officials and scorekeepers to abide by these rules and regulations as relayed through written policy, verbal direction, or digital communications.
- c. Times and locations for services shall be designated by District, and Contractor shall provide the agreed upon services, with up to a minimum notice of one day (24 hours). In the event of adverse weather, Contractor should be given a minimum of two (2) hour notification when services are not required, in which case no compensation shall be paid. If two (2) hour notification cannot be given, District shall compensate Contractor for any or all services rendered, by payment for one game as specified prior to the season beginning and agreed upon by both parties.
- d. Assigned officials and scorekeepers shall report on time and be ready for games at least fifteen (15) minutes prior to the scheduled game time.
- e. All assigned officials shall adequate training prior to the start of each season. The sole cost and provision of this training shall be the responsibility of the Contractor. Contractor shall evaluate each official and, upon request, District may review evaluation information on any or all officials.
- f. All officials assigned to District sports programs shall wear clothing suitable for providing officiating services.
- g. Contractor shall promptly comply with any written order that may be issued by the General Manager or his designee as to matters concerning officiating services as they may affect the best interest of the public involved in District Adult & Youth sports programs.
- h. District has the right to remove any affiliate(s) from any game or league as deemed necessary, upon breach of the District Code of Conduct and ethics standards. Compensation for removed affiliates will not be provided.
- i. Ejections; officials must submit in writing, an accident report when a participant or spectator is ejected or removed from the event. The report needs to be submitted within 24 hours of the incident.

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- j. Contractor shall ensure that each and every official (umpire, referee, scorekeeper, etc.) provided to the District as a part of this Agreement is adequately trained to perform the services.
- k. All officials shall be Live Scanned and be cleared prior to working in District Adult & Youth Sports programs, in accordance with Public Resource Code 5164. Contractor shall provide continual monitoring of Department of Justice (DOJ) arrest notifications and subsequent arrest notifications to ensure provided officials remain cleared to work in accordance with the above.
- l. Contractor must provide proof of background checks and pertinent information for all affiliates prior to the commencement of District athletic events and games.

## **SECTION 2: SUBMITTAL DEADLINE**

Proposals shall be submitted no later than the deadline specified on page 2 of this RFP. Contractors shall respond to the written RFP and any exhibits, attachments, or amendments. A responding contractor's failure to submit a hard-copy proposal as required before the deadline shall cause the proposal to be rendered as non-responsive.

Responding contractors assume the risk of the method of dispatch chosen. District assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt of the proposal by District. Late proposals shall not be accepted, nor shall additional time be granted to any responding contractor.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

## **SECTION 3: GENERAL REQUIREMENTS AND INFORMATION**

### **3.1 RFP Coordinator**

The following RFP Coordinator shall be the main Point of Contact for this RFP.

Attn: Romeo Salvador  
Valley-Wide District Office  
901 W. Esplanade Avenue  
San Jacinto, CA 92582  
Office (951) 654-1505

### **3.2 Required Review and Waiver of Objections by Responding Contractors**

Responding contractors should carefully review this RFP and all attachments, including, but not limited to, the *Standard Contract*, for comments, questions, defects, objections, or any other matter

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requiring clarification or correction (collectively called “comments”). **Comments must be made in writing and received by Valley-Wide no later than 2:00 p.m. on April 23, 2026** (Deadline for comments and questions). Questions should be emailed to [Romeo@GoRecreation.org](mailto:Romeo@GoRecreation.org). This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract awards could not be made.

Objections shall be considered waived and invalid if not brought to the attention of the District, in writing, by the Deadline for written Comments.

### **3.3 Proposals**

**3.3.1** Responding contractor shall respond to this RFP with a proposal. One (1) original and two (2) copies of the proposal shall be submitted to Valley-Wide Recreation and Park District in a sealed package and clearly marked:

***Proposal in Response to: Valley-Wide Recreation and Park District  
Athletic Officials Adult and Youth Sports RFP***

**3.3.2** All proposals must be submitted at the following address by the date and time identified on Page 1.

***Valley-Wide Recreation and Park District  
Attn: Romeo Salvador, RFP Coordinator  
901 W. Esplanade Avenue  
San Jacinto, CA 92582***

### **3.4 Proposal Preparation, Interview and Negotiation Costs**

District shall not be responsible for and/or shall not pay any costs associated with the preparation or presentation of any proposal, or costs incurred by the responding contractors during the interview and negotiations phase of the solicitation process.

### **3.5 Proposal Withdrawal**

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

### **3.6 Proposal Amendment**

District shall not accept any amendments, revisions, or alterations to the proposal after the deadline for the proposal.

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## **3.7 Proposal Errors**

Responding contractors are liable for all errors or omissions contained in their proposal. Responding contractors shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

## **3.8 Incorrect Proposal Information**

If District determines that a responding contractor has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the responding contractor knew or should have known was materially incorrect, the proposal may be rejected in District's sole discretion.

## **3.9 Prohibition of Respondent Terms and Conditions**

A responding contractor may not submit the contractor's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, District, at its sole discretion, may reject the proposal, unless the proposed terms are in accordance with Section 5.2.1.6 below.

## **3.10 Assignment and Subcontracting**

**3.10.1** The selected contractor(s) may not subcontract, transfer, or assign any portion of the contract without prior written approval from District. Each subcontractor / subconsultant must be approved in writing by District in its sole discretion. The substitution of one subcontractor / subconsultant for another may be made only at the discretion of District and with prior written approval from District.

**3.10.2** Notwithstanding the use of approved subcontractor / subconsultant, the selected contractor(s), if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

## **3.11 Proposal of Alternate Services**

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFP) will be considered non-responsive and rejected.

## **3.12 Proposal of Additional Services**

If a responding contractor indicates the capability and offers services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing, at the sole discretion of District. The cost for any such additional services shall be mutually agreed upon by the selected contractor(s) and District and incorporated into the contract before contract signing.

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### **3.13 Insurance**

The apparent successful responding contractor will be required to provide proof of insurance as set forth in the attached Standard Contract prior to commencing work.

### **3.14 Licensure and Special Certification**

Before a contract pursuant to this RFP is signed, the selected contractor(s) must hold all necessary applicable business and professional licenses, and certifications. District will require all responding contractors to submit evidence of proper licensure and certifications.

### **3.15 Conflict of Interest and Restrictions**

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

### **3.16 RFP Amendment and Cancellation**

District reserves the unilateral right to amend this RFP in writing at any time. District also reserves the right to cancel or reissue the RFP at its sole discretion. District shall post copies of the RFP and amendments on the web page under <https://www.gorecreation.org/bidding-opportunities> and it shall be the responsibility of the responding contractor to monitor the posting of written responses. Responding contractors shall respond to the final written RFP and any exhibits, attachments, and amendments.

### **3.17 Right of Rejection**

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

**3.17.2** Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Responding contractors must comply with all of the terms of this RFP and all applicable state and local laws and regulations. District may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

**3.17.3** Responding contractors may not restrict the rights of District or otherwise qualify their proposals. If a responding contractor does so, District may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

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

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## **3.18 Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP procurement process become the property of District. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation and selection process. By submitting a proposal, the responding contractor acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

## **3.19 Proprietary Information**

The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each responding contractor may clearly label part of a proposal as "CONFIDENTIAL." In doing so, the responding contractor thereby agrees to indemnify and defend District. The failure to so label any information that is released by District shall constitute a complete waiver of all claims for damages caused by or related to any release of the information. If a public records request for labeled information is received by District, District will endeavor to notify the responding contractor of the request and delay access to the material until seven (7) working days after District's receipt of the public records request. Within that time delay, it will be the duty of the responding contractor to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

## **3.20 Severability**

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

## **SECTION 4: SPECIAL REQUIREMENTS**

### **4.1 Joint Ventures and Partnering**

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on District as a result of the participation of multiple entities.

**4.1.1** The proposal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.

**4.1.2** The proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved, as well as their rights and responsibilities regarding a contract pursuant to this RFP.

**4.1.3** The proposal transmittal letter must be signed by each Principal of the joint venture and include all required information.

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## SECTION 5: STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT

### 5.1 General Proposal Requirements

**5.1.1** District discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the responding contractor's capabilities to satisfy the requirements of this RFP. Emphasis should be on conformity to District's instructions, requirements of this RFP, and completeness and clarity of content.

**5.1.2** Responding contractors must follow all formats and address all portions of the RFP set forth herein providing all information requested. Responding contractors may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of District's information requirements.

**5.1.3** Responding contractors must respond to every subsection under the proposal and fee schedule sections below. Responding contractors must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (e.g., the response to the second requirement of the proposal Transmittal Letter would be labeled 5.2.1.2). **Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at District's sole discretion, result in the rejection of the proposal.** Proposals must **not** contain extraneous information. All information presented in a proposal must be relevant in response to a requirement of this RFP, must be clearly labeled and, if not incorporated into the body of the proposal itself, must be referenced to and from the appropriate place within the body of the proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

**5.1.4** Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All proposal pages must be numbered. Proposals shall be limited to a total of [twenty-five (25) pages] and should not include unnecessary company advertisement material.

### 5.2 Proposal

The proposal shall be divided into the following sections:

1. Proposal Transmittal Letter;
2. Mandatory Responding Contractor's Qualifications;
3. General Responding Contractor's Qualifications and Experience;
4. Technical Project Approach; and
5. Cost Proposal Forms (Exhibit A)

If a proposal fails to detail and address each of the requirements detailed herein, District may determine the proposal to be non-responsive and reject it.

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**5.2.1 Proposal Transmittal Letter.** The proposal must provide a written transmittal and offer of the responding contractor in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is mandatory and failure to provide the information as required may result in the proposal being considered non-responsive and rejected.

**5.2.1.1** The letter shall state that the proposal remains valid for at least sixty (60) working days subsequent to the proposal due date and thereafter in accordance with any resulting contract between the responding contractor and District.

**5.2.1.2** The letter shall provide the complete name of the individual or the Contractor making the proposal.

**5.2.1.3** The letter shall provide the name, mailing address, and telephone number of the person District should contact regarding the proposal.

**5.2.1.4** The letter shall state whether the responding Contractor intends to use subcontractors. If so, clearly identify the names of the subcontractors/subconsultants along with complete mailing addresses and the scope and portions of the work the subcontractors / subconsultants shall perform. **(NOTE: The selected contractor(s) must obtain written approval from District prior to the use of any subcontractors/subconsultants).**

**5.2.1.5** The letter shall state whether the responding contractor or any individual who shall perform work under the contract has a possible conflict of interest and, if so, the nature of that conflict. District reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of District.

**5.2.1.6** The letter shall also include a statement of acknowledgement that District's *Standard Contract* has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications to the Contract are noted, then District will assume that the responding contractor is capable of performing all normal managerial tasks and services without reservation or qualification to the contract.

**5.2.1.7** The letter shall be signed by a company officer empowered to bind the responding Contractor to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the company President, the letter shall attach evidence showing authority to bind the company.

**5.2.2 Mandatory Responding Contractor's Qualifications.** Proposals shall provide responses and documentation, as required, establishing that the responding Contractor has met the Mandatory Responding Contractor's Qualifications Requirements (see section 1.2.3). Any proposal which does not meet the mandatory requirements and provide all required documentation may be considered non-responsive, and the proposal may be rejected.

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**5.2.3 General Responding Contractor's Qualifications and Experience.** Proposals shall provide the following information (referencing the subsections in sequence) to evidence the responding contractor's experience in delivering services similar to those required by this RFP:

**5.2.3.1** A brief description of the responding contractor's background and organizational history.

**5.2.3.2** Years in business.

**5.2.3.3** A brief statement of how long the responding contractor has been performing the services required by this RFP.

**5.2.3.4** Location of office(s) with clear identification of the office(s) from which services will be performed.

**5.2.3.5** A description of the responding contractor's number of employees, longevity, client base.

**5.2.3.6** Form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, Limited Liability Company, etc.).

**5.2.3.8** A statement as to whether there is any pending litigation against the responding contractor, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the responding contractor's performance in a contract under this RFP.

**5.2.3.9** A statement as to whether, in the last ten (10) years, the responding contractor has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and, if so, an explanation providing relevant details.

**5.2.3.10** A list, if any, of all current contractual relationships with District and all those completed within the previous five-(5) year period.

(NOTE: Current or prior contracts with District are NOT a prerequisite to being awarded the maximum available points for the responding contractor's Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships shall be generally considered in awarding the responding contractor Qualifications and Experience category points.)

**5.2.3.11** A brief descriptive statement indicating the responding contractor's credentials to deliver the services sought under this RFP.

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**5.2.3.12** Describe in detail Adult and Youth Sports Agencies maintained in the last five (5) years that demonstrates the following:

***Experience performing tasks listed in Section 1.2.1 of the RFP.***

Limit: One project per page.

**5.2.3.13** Describe in detail, work that the responding Contractor has directly performed on a maximum of four (4) Adult and Youth Sports Agencies that shows

A demonstrated ability to provide officiating and score keeping services in a professional matter.

A demonstrated ability to be fully knowledgeable of all rules related to all District Sports Leagues

A demonstrated ability to provide necessary training to all officials and score keepers that are contracted to officiate in our leagues

A demonstrated ability to ensure all affiliates wear clothing suitable for providing services.

A demonstrated ability that all affiliates report to game locations on time

A demonstrated ability to provide reports of any injuries, ejections and incidents.

**5.2.3.14** Provide a matrix referencing work performed relative to projects listed indicating key personnel responsible for performance and the extent of their involvement in the project. Differentiate which work was performed by subcontractor/subconsultant, if subcontractor /subconsultant are proposed.

**5.2.3.15** An organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.

**5.2.3.16** A narrative description of the proposed project team, its members and organizational structure; identify the primary contact person who will lead the assigning work effort and serve as the primary contact District on a day-to-day basis.

**5.2.4 Technical Project Approach.** Describe the operational or organizational approach to fulfilling the scope of work/ contract intent (including working knowledge – include software version – of Windows-based software and scheduling/estimating software (identify specific software and version). Responding contractor must provide a comprehensive narrative on how to accomplish required objectives and provide continuity on work efforts.

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## **SECTION 6: COST PROPOSAL**

### **6.1 A Cost Proposal (Exhibit A) for Professional Services Must be Submitted in a Separately Sealed Envelope.**

**6.1.1** The responding Contractor shall provide the following information to allow for the review of the rates for the proposed services:

**6.1.1.1** Provide a Schedule of Values for the responding Contractor and proposed subcontractors/subconsultants, including rates for each service.

**6.1.1.2** It is District's intent to negotiate a fixed fee "not to exceed" contract for mutually agreed upon services. Each contractor will bill monthly for the contracted services based on a schedule of values of tasks performed or on a time and materials basis for extra work not to exceed the negotiated fee for each specific unit of work.

## **SECTION 7: EVALUATION, CONSULTANT SELECTION, AND CONTRACT AWARD**

### **7.1 Proposal Evaluation Categories**

The categories that shall be considered in the evaluation of proposals are:

- Proposal submittal completeness and responsiveness.
- Contractor's Qualifications and Experience
- Technical Project Approach
- Proposal bid amount

Acceptance of a contractor proposal will be based on, but not limited to the above categories. The selected contractor may not necessarily be the contractor with the lowest cost proposal.

### **7.2 Proposal Evaluation Process**

**7.2.1** The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. The evaluation team members shall be responsible for evaluating proposals.

**7.2.2** All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP.

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

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**7.2.4** The top-rated contractors may be required to be interviewed by District Designee(s) and or the proposal coordinator. District reserves the right, at its sole discretion, to request interviews. If interviews are deemed necessary, they will occur on a mutually agreed upon date and time. The interviews will be limited to an hour. Interviews will consist of oral panel questions and company presentations. Time slots for the interviews will be assigned by District staff. Consideration will be given to contractors with significant driving time requirements. The interviews will be held at District Regional Park, at 901 W Esplanade Avenue, San Jacinto CA, 92582.

## **7.3 Contract Award Process**

**7.3.2** If a contractor fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within seven (7) working days of its delivery to the contractor, District may determine, at its sole discretion, that the contractor is non-responsive to the terms of this RFP.

**7.3.3** If a contractor is deemed non-responsive, District reserves the right to negotiate with the next highest-ranked selected contractor(s).

**7.3.4** The RFP files shall be made available for public inspection immediately following contract approval or rejection of all proposals.

## **SECTION 8: STANDARD CONTRACT INFORMATION**

### **8.1 Contract Approval**

The RFP and the consultant selection process do **not** obligate District and do **not** create rights, interests, or claims of entitlement in the apparent best evaluated responding contractor or any potential consultant or subconsultant. Contract award and District obligations pursuant thereto shall commence **only** after the contract is signed by the authorized representative of the selected contractor(s) and the District General Manager.

### **8.2 Contract Payments**

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract. No payment shall be made until the contract is approved. Under no conditions shall District be liable for payment of any type of work associated with the contract or responsible for any work done by the consultant, even work done in good faith, and if the consultant is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by the District Board of Directors.

### **8.3 RFP and Proposal Incorporated into Final Contract**

This RFP and the successful proposal emanating from the RFP negotiation process shall be incorporated into the final contract.

# **REQUEST FOR PROPOSALS FOR ATHLETIC OFFICIALS ADULT AND YOUTH SPORTS**

## **8.4 Contract Monitoring**

The selected contractor(s) shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by District. District may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, District may inspect those areas of the selected contractor's place of business that are related to the performance of the contract. If District requires such an inspection, the selected contractor(s) shall provide reasonable access and assistance.

## **8.5 Contract Amendment**

During the course of this contract, District may request the selected contractor(s) to perform additional work for which the selected contractor(s) would be compensated. That work shall be within the general scope of this RFP. In such instances, District shall provide the selected contractor(s) a written description of the additional work, and the selected contractor(s) shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the selected contractor's fee schedule to this RFP or a lump sum fixed fee that is mutually agreeable to District and the selected contractor(s), whichever is lowest. If District and the selected contractor(s) reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment.

## **SECTION 9: LOCAL BENEFIT**

### **9.1 Local Benefit Consideration**

In cases where multiple contractors submit proposals of equal value, experience, and qualification, the benefit of local partnership will be taken into final consideration.

## **SECTION 10: STANDARD CONTRACT**

The attached Professional services Agreement ("Exhibit C") contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

# REQUEST FOR PROPOSALS FOR ATHLETIC OFFICIALS ADULT AND YOUTH SPORTS

## EXHIBIT A: Proposal of Services

Please fill out the following Proposal to reflect how your services will be charged to the District.

**Administrative General Liability & Sexual Abuse and Molestation (SAM) Insurance Recovery Fee (Annual):**

\$ \_\_\_\_\_ (words) \_\_\_\_\_

**Assignor Fee (per game):**

\$ \_\_\_\_\_ (words) \_\_\_\_\_

**Official and Scorekeeper Fee (each per game):**

<b>Adult Slo-Pitch Softball</b>	<b>Official:</b>	\$ _____	<b>Scorekeeper:</b>	\$ _____
<b>Youth Baseball</b>	<b>Official:</b>	\$ _____	<b>Scorekeeper:</b>	\$ _____
<b>Youth Softball</b>	<b>Official:</b>	\$ _____	<b>Scorekeeper:</b>	\$ _____
<b>Adult Basketball</b>	<b>Official:</b>	\$ _____	<b>Scorekeeper:</b>	\$ _____
<b>Youth Basketball</b>	<b>Official:</b>	\$ _____	<b>Scorekeeper:</b>	\$ _____
<b>Youth Indoor Soccer</b>	<b>Official:</b>	\$ _____	<b>Scorekeeper:</b>	\$ _____
<b>Youth Flag Football</b>	<b>Official:</b>	\$ _____	<b>Scorekeeper:</b>	\$ _____
<b>Adult Volleyball</b>	<b>Official:</b>	\$ _____	<b>Scorekeeper:</b>	\$ _____
<b>Youth Volleyball</b>	<b>Official:</b>	\$ _____	<b>Scorekeeper:</b>	\$ _____

## MEMORANDUM

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**TO:** Whom It May Concern

**FROM:** Valley-Wide Recreation and Park District

**SUBJECT:** Insurance Requirements

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**General Liability (GL) Insurance:** The applicant shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office **Form CG 00 01**, in an amount not less than **\$2,000,000 per occurrence, \$4,000,000 general aggregate**, for bodily injury, personal injury, and property damage. The policy must include **contractual liability** that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Must also include **Form Number CG2010, Additional Endorsement** with Valley-Wide Recreation and Park District listed as Additional Insured. Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made). Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits. *If alcohol is sold during the permitted activity (District approval required), coverage must include full liquor liability.*

The policy shall be endorsed to provide **thirty (30) days' notice** to Valley-Wide Recreation and Park District of cancellation or any change of coverage or limits. **Cancellation Clause** must read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail a 30 days written notice to the certificate holder named".

The insurance provided must be **Primary and Noncontributory** and include endorsement. **General Liability and Workers Compensation** policies are to be endorsed to **Waive all Rights of Subrogation** against Valley-Wide Recreation and Park District.

**No Blanket Endorsements will be accepted.**

Applicants with employees are required to carry **Workers' Compensation** and have an agreement/endorsement providing a **Waiver of Subrogation** for workers' compensation for employee injury/illness.

When applicable, applicants will be required to provide **Automobile Liability:** ISO Form Number CA 00 01 covering any auto, or if applicant has no owned autos, hired, and non-owned autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**Sports Organizations** – If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of **Participant Accident Insurance**. Minimum coverage is **\$2M per Occurrence and \$4M in General Aggregate**.

**Sexual Abuse or Molestation (SAM) Liability** - If the work includes contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, applicants shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit **no less than \$1M per Occurrence or Claim**.

The statement: **“Throughout Various Valley-Wide Recreation and Park District Facilities”** will need to be added to the Description of Operations Box on the certificate of Insurance. (This will cover the use of all facility sites within our District that may be requested)

**Certificate Holder, Named Additional Insured Endorsement, Waiver of Subrogation Endorsement and Primary and Noncontributory Endorsement should read as follows:**

Valley-Wide Recreation and Park District,  
its Directors, Officers, Agents, Employees, and Volunteers  
901 W. Esplanade Ave.  
San Jacinto, CA 92582

**Please Note:** When submitting the Certificate of Insurance and Endorsement forms to Valley-Wide Recreation, please include the following information on a front cover page or envelope. This will ensure that the forms will be directed to the correct Valley-Wide Recreation and Park District Supervisor and location.

**Facility:** District Office

**ATTN:** Romeo Salvador

**Phone Number:** (951) 654-1505

**Email:** Romeo@gorecreation.org



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/21/2012

<b>PRODUCER</b> Maguire Insurance Agency, Inc. 27101 Puerta Real Suite 200 Mission Viejo, CA 92691- (877)438-7459		<b>THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b>		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Philadelphia Indemnity Insurance Company	18058
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> <b>OCCUR</b> <input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		02/17/2012	02/17/2013	<b>EACH OCCURENCE</b> <b>\$2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$2,500 PERSONAL & ADV INJURY \$2,000,000 <b>GENERAL AGGREGATE</b> <b>\$4,000,000</b> PRODUCTS - COMP/OP AGG \$3,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURENCE AGGREGATE
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
		<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS / LOCATIONS/ VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 It is understood and agreed that the following entity is added as an additional insured but only with respect(s) to the operations of the named insured except that liability resulting from the additional insured's sole negligence. As additional insured with respects to California Operations: **Throughout Various Valley-Wide Recreation and Park District Facilities.**

## CERTIFICATE HOLDER

Valley-Wide Recreation & Park District  
 901 W. Esplanade Ave.  
 San Jacinto, CA 92582

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):

Valley-Wide Recreation and Park District  
its Directors, Officers, Agents, Employees, and Volunteers  
901 W. Esplanade Ave.  
San Jacinto, CA 92582

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name Of Person Or Organization:</b>  Valley-Wide Recreation and Park District, its Directors, Officers,  Agents, Employees, and Volunteers  901 W. Esplanade Ave.  San Jacinto, CA 92582</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph B, Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**REQUEST FOR PROPOSALS  
FOR ATHLETIC OFFICIALS ADULT AND YOUTH SPORTS**

**EXHIBIT C: Standard Contract**

**VALLEY-WIDE RECREATION AND PARK DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**[PROJECT NAME/ SCOPE]**

1. PARTIES AND DATE.

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the Valley-Wide Recreation and Park District, a Recreation and Park District formed and operating under California Public Resources Code 5780 *et seq.* with its principal place of business at 901 West Esplanade Ave, San Jacinto, CA 92582 ("District") and [CONTRACTOR NAME], with its principal place of business at [CONTRACTOR ADDRESS] ("Contractor"). District and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility of [INSERT GENERAL DESCRIPTION OF WORK. IF FOR ON-CALL SERVICES, INSERT "TRADE" RELATED SERVICES (I.E. PLUMBING RELATED SERVICES, ELECTRICAL RELATED SERVICES, CIVIL ENGINEERING RELATED SERVICES, ETC.)] as required by the District pursuant to the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional services, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Contractor to render such services as outlined above.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional contractor services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in

accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **XXXXXX, 202X to XXXXXX, 202X**, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. **The Agreement may be extended for two, one-year period by mutual consent of the District and the Contractor [This highlighted section is for already Board authorized extensions. This can be removed if not applicable].**

### 3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work performed by Contractor shall be subject to the approval of District.

3.2.4 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. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the District. The key personnel for performance of this Agreement are as follows:

3.2.5 District's Representative. The District hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates \_\_\_\_\_, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, 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 any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. 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, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the

indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$2,000,000 per occurrence and if written with an aggregate, the aggregate shall be double per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.
- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the District for approval.

The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (b) Automobile Liability Insurance shall be endorsed to provide the following:

- (1) Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement. An additional insured endorsement shall be provided specifically referencing and adding "Valley-Wide Recreation and Park District – 901 W. Esplanade Avenue, San Jacinto, CA 92582" on the endorsement form's Schedule.
- (2) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.
- (3) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (4) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the District except ten (10) days prior written notice shall be allowed for non-payment of premium.
- (5) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.
- (6) Applicability: That the coverage provided therein shall apply to the obligations assumed by the Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.
- (B) The policy or policies of insurance required by Section 3.2.10.2 (c) Workers' Compensation shall be endorsed, as follows:
  - (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
  - (2) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30)

day prior written notice of cancellation has been served upon the District except ten (10) days prior written notice shall be allowed for non-payment of premium.

3.2.10.4 Deductible. Any deductible or self-insured retention must be approved in writing by the District and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.5 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.6 Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the District. The District shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

3.2.10.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.8 Insurance for Subcontractors. All Subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing Subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the District as an Additional Insured to the Subcontractor's policies.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall

include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation of this Agreement shall not exceed [DOLLAR AMOUNT IN CAPITALIZED WORDS HERE] DOLLARS (\$[DOLLAR AMOUNT IN FIGURES HERE]) without written approval of the District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 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 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District except for the items listed in the scope of work.

3.3.4 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

### 3.3.5 Intentionally Left Blank

3.3.6 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 elected 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.

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Contractor to provide all plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data") and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: [CONTRACTOR NAME]  
[ADDRESS LINE 1]

[ADDRESS LINE 2]  
[CONTRACTOR CONTRACT NUMBER]  
Attn: [CONTACT NAME]

District: Valley-Wide Recreation and Park District  
901 W. Esplanade Ave.  
P.O. Box 907  
San Jacinto, California 92581  
Attn: General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification.

3.5.5.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, 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 alleged acts, errors or omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees, and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Contractor.

3.5.5.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all such aforesaid claims, suits, actions or other legal proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall also reimburse District for the cost of any

settlement paid by District or its directors, officials, officers, employees, agents and/or volunteers as part of any such claim, suit, action or proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its directors, officials, officers, employees and agents and/or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 District's Right to Employ Other Contractors. District reserves right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. 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. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. 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 Worker's 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.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, but all of which constitute one and the same instrument. The facsimile, email, or other electronically delivered signatures of the Parties are deemed to constitute original signatures, and facsimile or electronic copies hereof are deemed to constitute duplicate originals.

### 3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7 Force Majeure

3.7.1 Force Majeure Events. Notwithstanding anything to the contrary contained in this agreement, the District shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a “force Majeure Event” includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The Contractor waives any right of recovery against the District and Contractor shall not charge results of “acts of God” to District, its officers, employees, or agents.

**VALLEY-WIDE RECREATION  
AND PARK DISTRICT**

**[CONTRACTOR NAME]**

By: \_\_\_\_\_  
Dean Wetter  
General Manager

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

*Attest:*

*Attest:*

By: \_\_\_\_\_  
Kim Bentrum  
Clerk to the Board of Directors

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

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

[Attach Copy of Proposal/Scope of Services/RFP]

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**NOT APPLICABLE. ALL SERVICES ARE SCHEDULED WITH VALLEY-WIDE RECREATION AND PARK DISTRICT.**

**EXHIBIT "C"  
COMPENSATION**

**NOT APPLICABLE – SEE CONTRACT SECTION ONLY**

[Include copy of Contactor's fee schedule, otherwise just leave above statement]