Request for Proposal

Enterprise Resource Planning System and Implementation Services

Mammoth Community Water District
Mammoth Lakes, CA

Issue Date:
September 13, 2019

Deadline for Proposal Submittal:
November 15, 2019
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1 RFP Overview

1.1 Purpose of RFP

Mammoth Community Water District is accepting proposals from qualified vendors offering a proven public sector Enterprise Resource Planning system to replace the District’s current finance, payroll, utility billing, personnel management, permitting, and work order software systems and manual processes.

1.2 Project Objectives

The District has placed a high priority on improving existing business processes by implementing a new system that is fully integrated, flexible, and easy to support and use. With the implementation of the new system, the District hopes to accomplish the following:

- Increase productivity by eliminating redundancies and streamlining business processes to take advantage of best practices through automation, integration, and workflows
- Enhance operational effectiveness by making more timely, accurate, and complete information available to District management and staff, board members, customers, and vendors
- Optimize data integrity and security

1.3 RFP Timeline

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued by MCWD</td>
<td>September 13, 2019</td>
</tr>
<tr>
<td>Notice of Intent to Submit Proposal Due</td>
<td>October 11, 2019</td>
</tr>
<tr>
<td>Vendor Questions and Comments Due</td>
<td>October 11, 2019</td>
</tr>
<tr>
<td>District Responses to Vendor Questions and Comments</td>
<td>October 18, 2019</td>
</tr>
<tr>
<td>Proposal Submission Deadline</td>
<td>November 15, 2019 – 4:30 pm PST</td>
</tr>
<tr>
<td>Finalist Notification and System Demonstrations Scheduled*</td>
<td>December 13, 2019</td>
</tr>
<tr>
<td>On-Site Demonstrations</td>
<td>January 2020</td>
</tr>
<tr>
<td>Vendor Selection and Notification</td>
<td>January 31, 2020</td>
</tr>
<tr>
<td>Contract Negotiations and Execution</td>
<td>April 2020</td>
</tr>
</tbody>
</table>

*Please note that when on-site demonstrations are scheduled, the District will provide a list functions/scenarios that must be included in the demonstration.
1.4  **RFP Coordinator**  
All communications regarding this RFP must be submitted via email to:  

Melissa McKenzie  
Administrative Analyst  
Finance Department  
mmckenzie@mcwd.dst.ca.us  

*Vendor contact with anyone else in the District is expressly forbidden and may result in disqualification of the Vendor’s bid.*

1.5  **Notice of Intent to Submit Proposal**  

By October 11, 2019, Proposers must send an email to the RFP Coordinator that indicates an intent to submit a Proposal along with the primary contact person’s name, phone number, and email.

1.6  **Questions and Comments Regarding this RFP**  

Questions and comments concerning this RFP should be submitted via e-mail to the RFP Coordinator no later than October 11, 2019. The District’s responses to all questions received will be provided via return email by October 18, 2019 to all known Proposers.

1.7  **Proposal Submittal**  

Proposals must be received by the District on or before 4:30 pm (PST) on November 15, 2019. Proposals received by the District after the deadline will not be considered.

Proposers must submit three (3) bound copies as well as an electronic copy of the proposal on a flash drive in a sealed package marked “ERP System Proposal” to the RFP Coordinator. Proposal packages should be delivered to the address* indicated below.

*Please note – we recommend using a private shipping company, such as UPS or FedEx, rather than the US Postal Service.*

**Via UPS/FedEx:**  
Mammoth Community Water District  
Attn: Melissa McKenzie  
1315 Meridian Boulevard  
Mammoth Lakes, CA 93546
2 District Overview

The Mammoth Community Water District, formed on August 5, 1957, is a California Special District that provides water and wastewater services to a permanent resident population of 8,200 as well as a tourist population of up to 35,000 people during ski season and peak holiday periods. Our service area is 3,722 acres or 5.8 square miles.

The District is governed by a five-member Board of Directors who are elected by the registered voters of Mammoth Lakes to four-year staggered terms, with elections held in even-numbered years. The MCWD staff includes forty-two full-time employees who comprise the following seven departments: Administration, Engineering, Finance, Information Services, Maintenance, Operations & Laboratory, and Personnel Services. An additional six to twelve seasonal contract workers are added for construction and maintenance projects. All employees are overseen by a General Manager who is appointed by the Board of Directors.

3 Current Environment

3.1 Existing Applications

The District currently utilizes version 7.16 of Accela’s server-based Springbrook software for finance, payroll, and utility billing. We currently do not utilize HR or permitting software systems. In addition to Springbrook, the District uses the 3rd party applications listed below:

<table>
<thead>
<tr>
<th>Product</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample Master</td>
<td>Laboratory testing</td>
</tr>
<tr>
<td>Adobe Muse</td>
<td>Web development</td>
</tr>
<tr>
<td>Adobe Acrobat</td>
<td>PDF document management</td>
</tr>
<tr>
<td>GPS Pathfinder Office</td>
<td>GPS data management</td>
</tr>
<tr>
<td>TerraSync</td>
<td>GIS/GPS interface software</td>
</tr>
<tr>
<td>Granite Net</td>
<td>Sewer asset management and inspection</td>
</tr>
<tr>
<td>Wonderware/Invensys</td>
<td>SCADA</td>
</tr>
<tr>
<td>ArcGIS</td>
<td>GIS software and extensions</td>
</tr>
<tr>
<td>Neptune Nsight R450</td>
<td>AMI meter system</td>
</tr>
<tr>
<td>GigaTrak</td>
<td>Equipment Tracking</td>
</tr>
<tr>
<td>InfoSend</td>
<td>Electronic and paper bill presentment</td>
</tr>
</tbody>
</table>
infraMAP Field
ManagerPlus
Exchange 2013
Office 2013
Payment Service Network
Laserfiche
RemitPlus
Tokay Navigator
AutoCAD Infrastructure Design Suite
WaterSmart
Win-911

Water asset management and inspection
Maintenance management
Email
Office productivity
Credit card and bank bill pay processing
Document management
Check remittance
Backflow program management
Construction planning and design
Water usage analytics
SCADA alarm notification

3.2 Technical Environment

<table>
<thead>
<tr>
<th>Component</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Server Operating System</td>
<td>Windows Server 2012 R2</td>
</tr>
<tr>
<td>Network Infrastructure Hardware</td>
<td>IPv4-based, switched, and firewalled with client-based VPN</td>
</tr>
<tr>
<td>Network Printers</td>
<td>Multi-function copy/print/scan PCL5/PCL6 devices</td>
</tr>
<tr>
<td>Database</td>
<td>Microsoft SQL Server 2012 R2</td>
</tr>
<tr>
<td>SQL Database Access</td>
<td>Windows NT Authentication</td>
</tr>
<tr>
<td>Desktop &amp; Mobile Hardware</td>
<td>Intel-based (i3 and above) computer workstations with a minimum of 4GB RAM and 500GB HDD</td>
</tr>
<tr>
<td>Desktop Operating System</td>
<td>MS Windows 10 – 32-bit/64-bit</td>
</tr>
<tr>
<td>Active Directory</td>
<td>Microsoft Windows Integrated Active Directory (LDAP) 2012 R2</td>
</tr>
</tbody>
</table>

3.3 Key Business and Operational Volumes

Key statistics that may be required to determine appropriate solutions and pricing are provided below:

<table>
<thead>
<tr>
<th>Statistics</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Permanent Employees</td>
<td>42</td>
</tr>
<tr>
<td>Number of Seasonal Workers</td>
<td>6-12</td>
</tr>
<tr>
<td>Number of Board Members</td>
<td>5</td>
</tr>
<tr>
<td>Number of Daily Springbrook Users</td>
<td>5</td>
</tr>
<tr>
<td>Number of Occasional Springbrook Users</td>
<td>37</td>
</tr>
<tr>
<td>Number of Paycodes</td>
<td>44</td>
</tr>
<tr>
<td>Number of Position Classifications</td>
<td>65</td>
</tr>
<tr>
<td>Number of Bargaining Units</td>
<td>1</td>
</tr>
<tr>
<td>Number of GL Accounts</td>
<td>177</td>
</tr>
</tbody>
</table>
4 System Requirements and Project Scope

The District is seeking a new system with the following characteristics:

- All transactions are processed in real-time and immediately available for inquiry and reporting
- Fully integrated with minimal data re-entry
- Ability to import and export data and reports to Microsoft and Adobe applications
- Workflow capabilities across all modules
- Intuitive user interface and reporting tools
- GIS integration
- Identity management and strong authentication
- Ability to limit access to information based on job functions and supervisory responsibilities
- Robust audit capabilities
- Extensive search capabilities with the ability to access source documents across modules
- Comprehensive training material

The proposed ERP system should include the following integrated modules/functionality:

- Financial Management
  - General Ledger
  - Budget Management
  - Accounts Payable with ACH Capabilities
  - Accounts Receivable with ACH Capabilities
  - Purchasing
  - Barcode-Based Inventory Management
  - Fixed Asset and Fleet Management
The District will also consider the following modules/functionality:

- Work Order Management
- Permits and Licensing
- Backflow Program Administration

In addition to the modules listed above, the District also requires professional services that include the following:

- Implementation planning and consulting
- Business process review
- Implementation project management
- Software installation and configuration
- Interface development
- Data conversion
- System testing and go-live
- Documentation
- Training
- Software maintenance and support
5 Proposal Submission Requirements

5.1 General Instructions
Proposals should provide a straightforward, concise description of the Proposer’s company, qualifications, proposed solution, and capabilities and must be organized in a manner consistent with the outline provided in this section.

5.2 Proposal Format and Content

Proposals must be structured, presented, and labeled in the following manner:

- Cover Letter
- Table of Contents
- Section 1 – Executive Summary
- Section 2 – Company Background
- Section 3 – Company Qualifications
- Section 4 – References
- Section 5 – Proposed Solution
- Section 6 – Implementation Approach and Plan
- Section 7 – Other Requirements
- Section 8 – Pricing
- Section 9 – Software Licensing and Maintenance Agreements

Cover Letter

The proposal must include a cover letter that provides the following:

- Proposer’s legal name and corporate structure
- Proposer’s primary contact, including name, address, phone, and email
- Identification of all subcontractors and scope of work to be performed by subcontractors
- Identification of any pending litigation against the proposer
- Disclosure of any bankruptcy or insolvency proceedings in the last ten years
- Statement indicating that the proposal is valid for at least 120 days
- Statement that the Proposer or any individuals who will perform work for the Proposer is free of any conflicts of interest. A conflict of interest can exist when an employee of the Proposer has a family or financial relationship with an employee of the District.
- Signature of a company officer empowered to bind the Proposer to the provisions of this RFP and any contract awarded pursuant to it
Table of Contents

All pages are to be numbered and figures, tables, charts, etc. must be assigned index numbers and identified in the Table of Contents.

Section 1 – Executive Summary

This section should provide a concise synopsis of the proposal and a description of the Proposer’s credentials to deliver the products and services described in this RFP.

Section 2 – Company Background

This section of the proposal should include the following:

- A brief description of the company background and organizational history
- A list of all parent or subsidiary companies
- The location of headquarters, technical support, and field offices
- The annual company revenues and profit for the last three fiscal years

Section 3 – Company Qualifications

This section should provide the following:

- A description of the Proposer’s familiarity with public utility business processes and experience with California Special Districts
- A description of your existing client base including the number of clients using the version/release of the software being proposed, identifying the number of water and wastewater installations

Section 4 – References

The proposer must provide at least five references with at least three of them having systems installed in the last five years. The District prefers references of a similar size and complexity to the District. For each reference, the Proposer must provide the following information:

- Agency name and contact information (name, title, address, and email)
- Brief description of the project including the software version and modules implemented
- Number of agency employees
- Implementation date
- Implementation timeline
Section 5 – Proposed Solution

This section should include the following:

- Name and origin of solution
- Release history and current release being proposed
- Number of operational installations
- List of proposed modules including the main features and functions of each
- Hardware and database requirements for the proposed delivery model

As indicated in Section 1.3, when on-site demonstrations are scheduled, the District will provide a list functions and/or scenarios that must be included in the demonstration.

Section 6 – Implementation Approach and Plan

This section should clearly identify each phase, the timeline proposed, and the roles and responsibilities to be performed by the Proposer and those to be performed by the District. This section should include:

- A description of the implementation and project management methodology and approach
- A project organization chart highlighting the key staff who will be assigned to the project and background information on the project manager and other key assigned resources
- Recommended project phasing and an implementation schedule
- A list and description all implementation deliverables and documentation that will be provided
- An outline of the roles and responsibilities of District staff during the implementation
- A description of the data conversion and migration plan including the Proposer’s services to support and perform the data extraction from the existing system, data clean-up, and mapping
- Training, testing, and deployment plans

Section 7 – Other Requirements

This section should outline the following:

- Ongoing support services
- Help desk processes and procedures, support hours, escalation procedures, and response time commitments
- User groups and conferences
- The frequency of application patches and releases over the past two years
Section 8 – Pricing

The District seeks a clear and comprehensive understanding of all costs associated with the implementation and ongoing maintenance of the proposed system. The District will evaluate proposals based on the “Total Cost to Implement” (TCI) and the “Total Cost to Operate” (TCO). TCI will include all costs required for a successful implementation. The TCO will be calculated based on the TCI plus five years of annual maintenance fees.

Utilizing the Excel file provided in Appendix A, the Proposer must identify all costs required to complete a successful implementation including:

- Software Licensing and Maintenance Costs
- Implementation Services
  - Project Management
  - Software Installation and Configuration
  - Data Conversion and Migration
  - Interface Development
  - Training
  - Documentation
  - Testing and Go-Live
- Third party products required or recommended for proposed system
- Optional Offerings
- Professional Service Rates
- Travel

The District will evaluate price proposals based solely on the information provided in the Price Sheet in Appendix A.

Section 9 – Software Licensing and Maintenance Agreements

In this section, the Proposer must provide software licensing, maintenance, and/or third party agreements that will be required to implement and use the proposed solution. Additionally, in Appendix B, you will find the District’s Service Agreement template. Please indicate any objections to the terms in Appendix B in your Section 9 response.

6 Proposal Evaluation

An Evaluation Committee will review all proposals to determine which Proposers have qualified for consideration. Proposals will be initially reviewed to verify that the submission conforms to stated
specifications. The committee will not evaluate any responses that significantly deviate from the basic intent and/or fail to satisfy the mandatory requirements.

Submitted proposals will be evaluated based on the following criteria:

- Quality and clarity of the proposal
- Compatibility and integration with existing hardware and software
- Ability to meet the needs of the District
- Well thought-out timeline and roadmap for desired go-live date
- Proven technical ability to design, install, and support the proposed system
- Anticipated value and price
- Perceived level of risk
- Company strength and financial stability
- References
- Experience with the unique needs of California Special Districts and public utilities
- Commitment that the system will evolve to remain consistent with current best practices

7 RFP Terms and Conditions

Collusion

By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and not made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

Gratuities

No person will offer, give or agree to give any District employee or its representatives any gratuity or offer of employment in connection with the award of contract by the District. No District employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity or offer of employment in connection with a District contract.

Required Review and Waiver of Protests

Proposers should carefully review this RFP and all attachments for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the District no later than October 11, 2019 as detailed in Section 1.3 – RFP Timeline. This will allow issuance of any
necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made. Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the District, in writing, by the deadline for Vendor Questions and Comments.

Proposal Withdrawal, Errors, and Amendment

To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals. Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

The District will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the District.

Incorrect Proposal Information

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

Conflict of Interest and Proposal Restrictions

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

Contract Negotiations and Execution

After a review of the proposals and completion of the proof of capabilities, the District intends to enter into contract negotiations with the selected Proposer. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the District will open negotiations with the next ranked service provider.

If a Proposer indicates an offer of 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 the District.
If the selected Proposer does not execute a contract with the District within fifteen (15) business days after notification of selection, the District may give notice to that service provider of the District’s intent to select from the remaining Proposers or to call for new proposals, whichever the District deems appropriate.

**Right of Rejection**

The District reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety. Any proposal received that does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The District may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

Proposers may not restrict the rights of the District or otherwise qualify their proposals. If a Proposer does so, the District may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

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

**Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP procurement process become the property of the District. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

**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 will not be affected; and, the rights and obligations of the District and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.
Rights of the District

The District reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals
- Issue subsequent Requests for Proposals
- Postpone opening proposals, if necessary, for any reason
- Remedy errors in the Request for Proposal process
- Negotiate with any, all, or, none of the Proposers
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposals
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the District

An agreement will not be binding or valid with the District unless and until it is executed by authorized representatives of the District and of the Proposer.
Appendix A – Pricing Worksheet

In order to complete Section 8 of the response, Proposers must complete all three tabs in the “MCWD Pricing Sheet.xls” file. Please adhere to the pricing template as much as possible. Samples are provided on the following pages.

The completed “MCWD Pricing Sheet.xls” file must be included as an Excel file on the electronic version of the Proposal that is due by November 19, 2019 at 4:30 pm PST.
## Software License and Maintenance

**Proposer:** SAMPLE

<table>
<thead>
<tr>
<th>Description</th>
<th># of Licenses</th>
<th>One-Time License Cost</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Vendor Notes and Assumptions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Financial System Modules</strong></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Ledger</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<td>Accounts Payable</td>
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<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Purchasing/Inventory</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Cash Receipts</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Bank Reconciliation</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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</tr>
<tr>
<td><strong>Subtotal - Finance Modules</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
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<tr>
<td><strong>Human Resources Modules</strong></td>
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<td></td>
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<tr>
<td>Benefits Administration</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Staffing and Scheduling</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Employee Self-Service Portal</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal - HR Modules</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td><strong>Payroll Modules</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time and Attendance Tracking</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<td></td>
</tr>
<tr>
<td>Leave Balance Tracking</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Position Control</td>
<td>$ -</td>
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<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal - Payroll Modules</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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## Implementation Services

**Proposer:** SAMPLE

<table>
<thead>
<tr>
<th>Module or Service Category</th>
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</thead>
<tbody>
<tr>
<td><strong>Finance</strong></td>
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<tr>
<td>Project Management</td>
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<tr>
<td>Training</td>
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<td>Vendor Travel</td>
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<td>Training</td>
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<td>Vendor Travel</td>
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</tr>
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<td><strong>Payroll</strong></td>
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<td>Data Conversion</td>
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<td>Training</td>
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<td>Vendor Travel</td>
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<tr>
<td>Subtotal - UB Implementation</td>
<td>$ -</td>
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<tr>
<td><strong>Other (e.g., Work Orders, Permits)</strong></td>
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<tr>
<td>Work Order Management</td>
<td>$ -</td>
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<td>Permits and Licensing</td>
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<td>Backflow Program Management</td>
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<td>Subtotal - Other Implementation</td>
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<td><strong>TOTAL Implementation Services</strong></td>
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### Additional Products and Services

**Proposer:** SAMPLE

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<tr>
<th>Product and Vendor</th>
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<th>Vendor Notes and Assumptions</th>
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<td><strong>TOTAL - 3rd Party Products</strong></td>
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### Optional Offerings

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<th>Vendor Notes and Assumptions</th>
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### Post-Implementation Professional Services Rates

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<th>Resource Category</th>
<th>Hourly Rate</th>
<th>Vendor Notes and Assumptions</th>
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<tr>
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Appendix B – MCWD Service Agreement Template

Proposers must review the terms in the following MCWD Service Agreement Template and indicate concerns or objections in Section 9 of the response.
Mammoth Community Water District
Services Agreement

This Agreement is entered into as of the date last signed and dated below by and between Mammoth Community Water District, a local government agency ("District"), and [Insert type and jurisdiction of entity] ("Contractor"), who agree as follows:

1 Scope of Work

Contractor shall perform the work and render the services described in the attached Exhibit A (the "Work"). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

2 Payment

2.1 District shall pay to Contractor a fee based on [check one]:

___ Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.

___ The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed $__________ [delete this sentence if not applicable]. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to District an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by District for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be
fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

4  **Professional Ability of Contractor**

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

[The paragraphs in section 4.2 can be replaced with “Intentionally omitted” if the District is not requiring the Contractor to designate key personnel.]

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: *(Describe Contractor’s key personnel by name or by reference, e.g. the individuals whose resumes are included in Exhibit A).* Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify District and shall, subject to District’s concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by District to evaluate the proposed substitution. District shall evaluate Contractor's request and District shall promptly notify Contractor of its decision in writing.

5  **Conflict of Interest**

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and District’s conflict of interest code because Contractor will perform the Work independent of the control and direction of the District or of any District official, other than normal
contract monitoring, and Contractor possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

6 Contractor Records

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7 Ownership of Documents

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to District (“Work Product”) shall be the property of District, and District shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without District’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).
8 Confidentiality of Information

[The paragraphs in this section can be replaced with the phrase “Intentionally omitted” if the District will not provide any confidential information to the Contractor.]

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the District or created by Contractor in connection with the performance of the Work under this Agreement (the “Confidential Material”). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by District. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by District. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the District or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, District policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than District or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4 Unless otherwise directed in writing by the District, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the District that such materials have been destroyed.

9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution
control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.


9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any District facility, plant, building, structure, utility system or other property (“District Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any District Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on District machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at http://www.dir.ca.gov/oprl/DPreWageDetermination.htm. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to District up to $200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to District the sum of $25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.
9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds $25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: _________________

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds $15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: _________________

d. [This paragraph may be replaced with “Intentionally omitted” if the Work is not subject to a grant or loan agreement] Contractor may perform some of the Work pursuant to funding provided to the District by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on District and its sub-recipients (the “Funding Conditions”). For any such Work, if District informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to District’s Contractors and contractors performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government’s right to inspect Contractor’s work, nondiscrimination, workers’ compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents (“Indemnitees”) from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a “Claim”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of District or its employees or agents. Contractor’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a “design professional” as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor’s total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor’s proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain
for the duration of this Agreement the following types and limits of insurance: [The general liability and automobile coverage limits may be adjusted depending on the Work’s overall risks, cost and complexity.]

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<th>Limits</th>
<th>Scope</th>
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<td>Commercial general liability</td>
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<td></td>
<td>$5,000,000 aggregate</td>
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<tr>
<td>Automobile liability</td>
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<td>Workers’ compensation</td>
<td>Statutory limits</td>
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<td>Employers’ liability</td>
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<tr>
<td>Professional liability*</td>
<td>$1,000,000 per claim</td>
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*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor or attorney.

11.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor’s coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. District’s insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor’s insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with admitted insurers with a current A.M. Best’s rating of A-:VII or better unless otherwise acceptable to District. Workers’ compensation insurance issued by the State Compensation Insurance Fund is acceptable. Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers’ compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Contractor.

11.2 Proof of Insurance. Upon request, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer’s equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 General Provisions

12.1 Entire Agreement; Amendment. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.
12.2 **Independent Contractor.** Contractor’s relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor’s employees or agents. Contractor and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Contractor shall pay, and District shall not be responsible in any way for, the salary, wages, workers’ compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor’s employees. Contractor shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor’s independent contractor status or employment-related liability.

12.3 **Subcontractors.** No subcontract shall be awarded nor any subcontract engaged by Contractor without District’s prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in section 11 of this Agreement.

12.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.7 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where District’s office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.8 **Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

District:

Mammoth Community Water District
Attn: ______________________
Mammoth Community Water District, 1315 Meridian Boulevard, Mammoth Lakes, CA 93546
E-mail: ____________________

Contractor: 

Attn: ______________________
E-mail: ____________________

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender’s receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 **Signature Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. The Parties may execute and deliver this Agreement and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

___________________________________________
Mammoth Community Water District:
Dated: ________________________________

By: ________________________________

[Name]
[Title]

[Name of Contractor]:
Dated: ________________________________

By: ________________________________

[Name/Title]