

Greater Vallejo Recreation District

Request for Proposals for

Information Technology Business Maintenance

For purposes of assessing, recommending, improving, and maintaining the existing IT structure for the Greater Vallejo Recreation District, a special district public agency.

January 25, 2024

Greater Vallejo Recreation District
Administrative Office
395 Amador Street
Vallejo Ca 94590
(707) 648-4600
www.gvrd.org

Responses to the RFP are due
on or before
Friday, February 23, 2024 by
5:00 PM

Responses must be delivered
electronically by email to
kpierson@gvrd.org
Kimberly Pierson

TABLE OF CONTENTS

Section 1.0	Purpose	5
Section 2.0	Timeline	5
Section 3.0	Background Information	6
Section 4.0	Current Technical Environment	6
Section 5.0	Scope of Service	7
Section 5.1	District to Provide	7
Section 5.2	Consultant/Firm to Provide	7
Section 6.0	Instructions for Submitting Proposals	10
Section 6.1	Information to be Submitted by Proposer	11
Attachment A	Response Form	
Attachment B	Sample Contract	
Attachment C	Insurance Requirements	

1.0 PURPOSE

The Greater Vallejo Recreation District (GVRD) is interested in contracting with a competent, experienced, professional, and impartial firm to provide full-service information technology management, including, but not limited to, network analysis and technical support, systems support, computer operations support, PC desktop technical support, software integration support, and IT policy and procedure development. The required services and performance conditions are described in the Scope of Work.

GVRD desires the most financially sound solution that will meet and exceed its expectations over a period of time. The successful firm must manage and operate in a professional and efficient manner that is conducive to quality operation in public parks and recreation services. The firm selected should have the ability to provide the desired service quickly and readily with minimum lead time. GVRD is looking for a three-year contract with an optional two year extension.

2.0 TIMELINE

As GVRD desires to be under contract with its IT service provider no later than April 15, 2024, it will be using the following timeline for this RFP.

QUESTIONS DUE	Monday, February 5, 2024 5:00PM
QUESTION RESPONSES POSTED	Friday, February 9, 2024 5:00 PM
PROPOSALS DUE	Friday, February 23, 2024 5:00PM
EVALUATION & INTERVIEW PERIOD	February 23 – April 12, 2024
CONTRACTING PHASE	April 12 – April 30, 2024
BOARD APPROVAL OF VENDOR CONTRACT	May 9, 2024
ANTICIPATED START OF CONTRACT	June 1, 2024

If responding firms have questions about the scope and/or practices of GVRD that are not addressed in this RFP, questions may be submitted to Kimberly Pierson via email (kpierson@gvrdd.org) no later than 5:00 p.m. on Monday, February 5, 2024. Answers will be posted to the GVRD website www.gvrdd.org no later than Friday, February 9, 2024.

GVRD has attached a sample vendor contract as Attachment B of this RFP. Respondents are expected to review this contract and list any areas of requested modifications in their response.

3.0 BACKGROUND INFORMATION

The Greater Vallejo Recreation District (GVRD) operates as an independent special district public agency serving the residents of Vallejo, a separate governmental agency from the City of Vallejo. The District is overseen by an appointed Board of Directors (three board members are appointed by the Vallejo City Council and two by Solano County Supervisors) and a General Manager who has day-to-day operating and fiduciary responsibility.

GVRD was established in 1944 and its operations are governed by California's Public Resources Code §5780 et seq. Today, GVRD manages 407 acres of public park space including 20 neighborhood parks, 10 community parks, 6 special-purpose parks, an Olympic-size swimming pool, and 4 community centers. GVRD maintains over 1,000 acres of public land and offers programs that benefit over 120,000 Vallejo residents of all ages each year.

GVRD receives funding primarily from locally controlled property taxes and also receives revenue from fees for services, park entrances, programs, and facility rentals. Grants and park dedication permit fees assist in the provision of new park development projects and ongoing maintenance.

4.0 CURRENT TECHNICAL ENVIRONMENT

The Greater Vallejo Recreation District's technical environment consists of eleven (11) sites with hardware, fifty-seven (57) workstations, seven (7) customer service point of sale locations, and a number of network appliances, systems, and software applications.

The eleven sites with hardware include:

- Two administration centers
- Four community centers
- Two maintenance yards; one headquarters park, one satellite park
- One aquatics complex with more than one office
- One gymnasium
- One park facility; Children's World

Desktops, laptops, and iPads can be found across all 57 workstations. Current software applications include Microsoft 365 and Trellix. The customer service point of sale and

program registration is Civic Rec. Point of sale locations can be found in facilities such as the aquatics complex, community centers, park entry kiosks, and administration.

The District utilizes two (2) servers. Regular full-time employees have user home folders and group or departmental folders along with access to shared folders. The District provides shared folders for temporary and seasonal employees.

5.0 SCOPE OF SERVICE

5.1 DISTRICT TO PROVIDE

The District will provide training in regard to the District's office, procurement, policies, and behavior standards. The District will be available for consultation, coordination, and review of various aspects of work performed by Consultant. The District will provide access to facilities and IT work areas as necessary.

The District is responsible for purchasing new equipment and planned replacements per the recommendation of the IT provider and District infrastructure replacement plan. Payment for monthly services rendered will be issued thirty days after receipt of invoice.

The District executive management team will be engaged in discussions and meetings related to IT decision-making and implementation. A collaborative, working relationship is desired in order to provide a top-notch service to the community that utilizes parks, facilities, and recreation programs along with staff who depend on IT to perform their jobs to the best of their ability.

5.2 CONSULTANT/FIRM TO PROVIDE

The District seeks a professional IT support firm with a complete and fully integrated information technology support system that can quickly and readily provide the desired service with minimum lead time. The scope of IT support services required of this RFP includes all areas of service typically offered in a small business and a municipal organization. These services include but are not limited to, on-site network support services, desktop support services, network monitoring and management, event tech support services, and IT management services.

The Consultant/Firm shall have advanced-level technical resources, or consultants, available to guide and support the relevant District staff when complex and significant problems arise. The Consultant/Firm shall also provide adequate backup staffing resources to address major and immediate problems, staffing irregularities, and planned significant upgrades.

The Consultant/Firm shall:

Make a technician available onsite for six hours (6) per week on the agreed upon day between the District and Firm.

Provide timely, professional, and effective services; provide contact information for all consultants serving the District.

Make recommendations for improving District processes; conduct a review of the District IT system during the first six months of services and provide recommendations.

Enforce all District policies relating to the use of information technology resources.

Work harmoniously with District staff and other District contractors. Provide an effective work order tracking system that can be integrated with the District's current system so that work requests can be documented and completed in a timely manner.

Conduct regular status and information meetings with management; at a minimum participate in quarterly meetings.

Provide regular and timely reports on outstanding issues, work accomplished, and general network health. Assist District staff with the annual presentation to the Board of Directors regarding IT status and planning recommendations.

Desktop Support Technicians are expected to resolve Client/caller-generated trouble calls professionally and efficiently. Consultant/Firm will provide end-user and desktop support, desktop maintenance and support, technical support services, and help desk configuration. Additionally, Consultant/Firm will work on special project/task assignments as necessary, including:

- Setup and Configuration of new PCs;
- Maintenance of current version levels of desktop software;
- Installation, upgrade or troubleshooting of software;
- Inventory of hardware and software; maintenance of inventories including but not limited to file systems and product descriptions;
- Performance of minor hardware installations and modifications on existing PCs and
- Other related tasks as needed such as District cell phone integration.

The District's servers are expected to function 24 hours per day with very minimal unplanned service interruptions between 6:00 am and 6:00 pm. Execution of scheduled batch runs and processes include:

- Review of all process logs for normal execution and performance;

- Preparation of reports and outputs for distribution the next regular workday; type and content provided by District
- Review of security logs and for unusual activity;
- Performance of backups, backup rotations and restores of all systems, servers, and network equipment.
- Maintenance of filing – organizing and storing with provision of status reports on all operation and network activity records and reports.

In general, Consultant will address computer and information technology needs for Greater Vallejo Recreation District as summarized below.

IT Hardware currently in use will have to be assessed and evaluated, in that proposed upgrades to new servers, or to the cloud may be recommended. Items include, but are not limited to:

- Server
- Dedicated Finance Server
- Router
- IP
- Firewall
- Wireless Router
- VPN
- VPN Firewall
- Ring Central Phone System
- Multiple Desktop Systems & Printers on a network with centralized and remote locations.

Other global services required of the Consultant/Firm are:

- Network Administration and Support
 - Finance Support (District currently utilizes Cougar Mountain)
 - Human Resources Support as needed
- Security Access Management
- Network Data and System Backups
- Network Change Management and Documentation
- System Consultation (Hardware & Software)
- Detailed Hardware & Software inventory & Tracking
- Auto-Maintenance & Anti-Virus Protection Setup
- Server Repair (Troubleshooting) & Upgrades
- Internet Connectivity & E-mail Server Configuration, Management & Repair
- Data Backup & Storage
- Internet Connectivity including VPN Support
- Network Monitoring & Management
- Emergency System Alerts

- Patch Management
- Asset Management
- Trouble Report Management
- Security Management
- Comprehensive Proactive Monitoring of Servers and Network Infrastructure with Real Time Alerts Regarding:
 - Hardware Failures
 - Software Configuration Issues
 - Security Vulnerability
 - Performance Issues
 - Virus Update Failures
 - Any Additional Operating System & Driver Issues
- Detailed Monthly Reports Regarding the Operation & Status of all Systems.
- Event Tech Support Services
- Advance Installation & Testing of Event Specific Phone & Internet Requirements
- Onsite Support for the First 2 Hours of Events Utilizing IT Equipment. Availability Within 30 Minute Return Time Thereafter Until Event Completion.
- Ticketing Software Integration Support & Troubleshooting
- Monitoring and Reporting Status of Servers (Disk Locations, etc.).

6.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

QUESTIONS DUE	Monday, February 5, 2024 5:00PM
PROPOSALS DUE	Friday, February 23, 2024 5:00PM

One (1) electronic copy of the Submittal (in pdf format) should be sent to CLERK OF THE BOARD via email kpierson@gvrd.org

Proposals received after the “Proposals Due” date and time listed will not be considered.

The District requires proposals to be submitted by primary firms only. The primary firm will have complete and exclusive responsibility for satisfying all District conditions and requirements at all times during the life of the agreement. Any subcontractors mentioned in the RFP and/or used in the implementation of the Agreement will have no formal relationship with the District.

All proposed subcontractors must be identified by name with a description of the work they will provide. Any subcontractor change proposed after the submittal date can only be made with prior approval of the District.

The primary firm must be responsible for at least half the annual value of the proposed work consistent with the scope of work as noted in the proposal.

The primary firm must have experience in providing similar work in at least two similar organizations.

The primary firm must meet GVRD insurance requirements as outlined and described in Attachment C.

Close cooperation and productive working relationships between all parties are essential to the District. If there are irresolvable difficulties in the relationships between parties that impact service delivery to the District, either or both parties' contract will be terminated.

6.1 INFORMATION TO BE SUBMITTED BY PROPOSER

The Qualification Submission must be concise, well-organized, and demonstrate the Proposer's qualifications and experience related to the services requested. The Proposal shall include, as a minimum, the following information:

1. Separate Cover Letter
2. Response Form (Attachment A)
3. Evidence of Insurance
4. Resumes for any staff who would be primary responders or first backup to GVRD
5. Summary of Service Proposal which should include
 - a. Profile of the Firm(s)
 - b. Qualifications of the Firm(s)
 - c. Complete Work Plan for IT Services
 - d. Project Staffing and Primary Firm Contacts
 - e. Proposed Innovations, Best Practices, Upgrades
6. Separate Cost Sheet and Project Rates

Attachment A
Response Form

Greater Vallejo Recreation District

IT Business Maintenance Provider

RFP Response Form

Basic Information:

Legal Business Name:	
Business Status (corporation, LLP, individual, etc.)	
Street Address(es):	
City, State & Zipcode:	
Website:	
Contact name for this solicitation:	
Contact Phone:	
Contact email:	

Please provide a brief description of your firm's history including start of operations and any major mergers, acquisitions, or expansions to scope of services provided. Please include employee count (FT, PT & Contract) at all significant milestones.

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Please provide a brief description of your firm’s present-day capabilities, experience and interest in this project.

Who will be the primary response team for the GVRD contract if awarded?

What roles will each member serve?

(Please list any professional certifications held by the team members and note how many other clients each member is considered a primary responder for. You may also attach primary response team resumes if you wish.)

Who are the subcontractors that you anticipate using with respect to GVRD services?

What type of work with each be assigned?

What is your firm’s relationship to each subcontractor?

Qualifications, Capabilities and Experience

How often does each staff member attend training to stay current in technological and security developments?

What types of redundancies exist in your staff to promote service continuance in the event of staff turnover, medical leaves and other absences?

What are the reservation & payment platforms that you are experienced in supporting? Do you have a preferred platform in this area? What is it and why?

What are your service response time guarantees? For help desk? For hardware replacement?

Please list 3 – 5 clients for which you provided similar IT services
 (Please prioritize similar public sector clients with 50+ employees.)

Client #1 Name	# Employees	Servicing since
Description of System		
Reference Contact Name	Reference Phone/email	Client website

Client #2 Name	# Employees	Servicing since
Description of System		
Reference Contact Name	Reference Phone/email	Client website

Client #3 Name	# Employees	Servicing since
Description of System		
Reference Contact Name	Reference Phone/email	Client website

Client #4 Name	# Employees	Servicing since
Description of System		
Reference Contact Name	Reference Phone/email	Client website

Client #5 Name	# Employees	Servicing since
Description of System		
Reference Contact Name	Reference Phone/email	Client website

Please provide a brief description of your firm’s financial stability and why you can expect to service this contract for the full duration of the contract.

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By signing this form below, you certify that:

- you are authorized on behalf of the applicant and its governing body to submit this application and to bind the Proposer to comply with the requirements listed in this RFP;
- the Proposer agrees to all terms and conditions contained in the draft contract attached hereto as Attachment B; any terms the Proposer requires modification to must be included in its submission
- all of the information contained in this application and in all statements, data and supporting documents are true, correct and complete to the best of your knowledge and belief;

- the proposal price submitted will remain valid for a minimum of six-months from the proposal due date of the RFP.

Authorized Signature of Respondent attesting to accuracy of information submitted in this form and attachments:

Signature

Printed Name and Title

Company Name

Date

Attachment B
Sample Contract

AGREEMENT

THIS AGREEMENT is made effective the 1st day of December, 2023, by and between the **Greater Vallejo Recreation GVRD**, hereinafter called **GVRD**, and [REDACTED], individually and doing business as [REDACTED], hereinafter called **CONSULTANT**.

WITNESSETH

WHEREAS, GVRD desires certain information technology ("IT") services and has selected CONSULTANT to provide such services and;

WHEREAS, CONSULTANT is willing and qualified to render services, required in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, GVRD agrees to retain CONSULTANT to provide IT consulting services for GVRD. The nature and extent of said services are described in this Agreement.

1. DUTIES OF CONSULTANT

CONSULTANT shall perform the services as set forth in GVRD's Request for Proposal, attached hereto as Exhibit "A," and CONSULTANT'S Proposal for Information Technology Support Services, attached hereto as Exhibit "B." Those two documents shall be read together and the duties of CONSULTANT described in both documents shall be cumulative. A duty or obligation of CONSULTANT described in one of the case of inconsistency between the terms of this Agreement and the terms of Exhibit "A" and/or Exhibit "B," the terms of this Agreement shall govern. In case of inconsistency between GVRD's Request for Proposal (Exhibit "A" hereto) and CONSULTANT'S Proposal for Information Technology Support Services (Exhibit "B" hereto), the terms of GVRD's Request for Proposal shall govern. CONSULTANT agrees to provide all labor, materials, tools, equipment, transportation, services and other items necessary to complete the work. CONSULTANT shall at all times diligently prosecute the work.

CONSULTANT shall be available for on-site visits Monday, Tuesday, Thursday and Friday, [REDACTED], and [REDACTED] on Wednesdays, and some weekends depending on availability. Consultant will be remotely available the same times, afternoons, evenings, and weekends. Evening and weekend availability is reserved for work-disruptive support requests that must be done after hours, and emergency requests. CONSULTANT will notify the General Manager and Assistant to the General Manager/Board Clerk in advance whenever CONSULTANT will be unavailable for an extended period of time.

2. INDEPENDENT CONTRACTOR

It is understood by and between the parties hereto that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of GVRD. GVRD will not supervise CONSULTANT'S activities or employees, nor set the hours of business or the manner of performance for the consultant or

its employees. Consultant and its employees shall not be included in any employee benefits or programs furnished by GVRD to its employees.

3. RESPONSIBILITIES OF GVRD

- A. GVRD shall be available for consultation, coordination with CONSULTANT, and review of various aspects of the work and overall progress of work.
- B. GVRD shall respond promptly to questions and requests.
- C. GVRD shall provide access to facilities and areas necessary to do the work.

4. REVIEW AND INVESTIGATION BY CONSULTANT

CONSULTANT has reviewed the work to be provided under this Agreement and has made its own investigation of the work and the physical characteristics of the work site(s). CONSULTANT has determined that it has sufficient information to enter into this Agreement and to perform the work. CONSULTANT agrees and acknowledges that GVRD has made no representations or warranties concerning the work to be provided or concerning the work site(s) and that CONSULTANT has relied solely upon its own review and investigation in entering into this Agreement.

5. CONTRACT TERM

The term of this Agreement shall begin [REDACTED] and end [REDACTED].

6. COMPENSATION OF CONSULTANT

- A. In consideration for the professional services to be provided by CONSULTANT as described in Section 1, GVRD agrees to pay CONSULTANT, and CONSULTANT agrees to accept from GVRD, as full compensation, the sum of [REDACTED].
- B. In addition to the monthly compensation as set forth in Section 6A, CONSULTANT, if applicable, may be entitled to additional compensation for special requests deemed to be outside the scope of services described in Section 1. Each such additional service shall be approved in advance by General Manager or his or her designee. Each Work Order issued to CONSULTANT pursuant to this Section 6B shall set forth the payment to consultant for the specific task, or the method of calculating the payment. If the parties agree that the CONSULTANT will be paid for an additional service on an hourly basis, the hourly rate shall be [REDACTED].
- C. GVRD will purchase necessary computer equipment and/or supplies after CONSULTANT provides a list to the Assistant to the General Manager/Board Clerk or General Manager and such list has been approved in writing. GVRD will reimburse

CONSULTANT for any equipment, software and supplies which CONSULTANT purchases, provided that each such purchase has been approved in writing by the General Manager or his or her designee.

7. COMPLIANCE WITH LAWS

CONSULTANT shall have full and exclusive responsibility for compliance with all federal, state and local requirements pertinent to its employees, methods and procedures in connection with the work under this Agreement. CONSULTANT shall submit to GVRD a completed Internal Revenue Service, Department of the Treasury form W-9 (Request for Taxpayer Identification Number and Certification) before commencing work under this Agreement. CONSULTANT shall at all times maintain a City of Vallejo business license.

8. ASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned by either party, nor may CONSULTANT subcontract any portion of the work under this Agreement, without first obtaining the written consent of the other party.

9. TERMINATION AND COMPENSATION UPON TERMINATION

Unless earlier terminated as provided below, this Agreement shall terminate on the date set forth in Section 5, or at such later date as CONSULTANT completes, to the satisfaction of the General Manager, all tasks that CONSULTANT had undertaken pursuant to this Agreement before the termination date set forth in Section 5. Acceptance of CONSULTANT's work by GVRD shall not operate as a waiver or release as to any matters that are within CONSULTANT's duties and obligations under this Agreement. Upon termination of this Agreement, whether at the termination date, the date of completion of CONSULTANT's tasks, for the convenience of GVRD, or because of default, the insurance and indemnity obligations of CONSULTANT as described in Section 14 (Indemnity) and 15 (Insurance) hereof, as well as the terms of any warranties given by CONSULTANT, and the provisions of Sections 10 (Claims), 11 (Legal Fees) and hereof, shall continue in full force and effect. Upon termination, CONSULTANT shall, without delay, deliver to GVRD all documents and materials prepared or obtained in the performance of this Agreement.

If GVRD decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, GVRD may terminate this Agreement upon written notice to CONSULTANT. In such case CONSULTANT shall be paid for services satisfactorily rendered prior to the termination, costs reasonably and necessarily incurred by CONSULTANT arising out of obligations and commitments undertaken by CONSULTANT as a result of entering into this Agreement, and the reasonable cost of assembling the required materials and documents for delivery to GVRD.

Either party may terminate this Agreement in the event of a substantial failure by the other party to fulfill its obligations hereunder; provided, however, that the party alleged to be in default shall be given an opportunity to cure the default as provided below. Notice of intent to terminate shall be in writing and shall be given as provided in Section 16. The notice shall describe the reasons for the intended termination. This Agreement shall not be terminated if the party alleged to be in default gives written notice of its intent to cure the default within five

(5) days after service of the notice of intended termination, and, in addition, fully cures the default within fifteen (15) days after service of the notice of intended termination.

Upon termination of this Agreement for default by either party, the parties will attempt to negotiate an equitable adjustment in the price provided for in this Agreement. In the case of default by CONSULTANT, CONSULTANT shall only be allowed, or, if the dispute goes to arbitration, awarded, payment for services satisfactorily rendered prior to the termination, and CONSULTANT shall be charged for GVRD's costs to correct and complete the work already undertaken by CONSULTANT. GVRD may recover such costs of correcting and completing the work whether or not, at the time of the arbitration, the work has actually been corrected and/or completed. In the case of default by GVRD, CONSULTANT shall only be allowed, or, if the dispute goes to arbitration, awarded, payment for services satisfactorily rendered prior to the termination, costs reasonably and necessarily incurred by CONSULTANT arising out of obligations and commitments undertaken by CONSULTANT as a result of entering into this Agreement, and the reasonable cost of assembling the required materials and documents for delivery to GVRD. In no case, regardless of fault, shall CONSULTANT be allowed or awarded amounts for anticipated profit, unperformed services, or indirect costs such as overhead.

Upon termination of this Agreement, CONSULTANT shall promptly transmit to GVRD all GVRD data in its possession or under its control, in a usable format. This obligation on the part of CONSULTANT shall apply regardless of any dispute that may be pending between CONSULTANT and GVRD.

Nothing in this Section 9 shall limit the parties' rights and remedies with regard to claims (1) for damages for death or bodily injury to persons, injury to property, or other loss, arising out of negligence or professional liability, or (2) under the Workers' Compensation laws, or (3) for breach of warranty.

10. CLAIMS

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be decided by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be held in Solano County, California, unless the parties mutually agree in writing to a different location. The case shall be heard and decided by a single arbitrator, who shall render a reasoned award setting forth the legal, contractual and technical bases thereof. The obligations of CONSULTANT pursuant to this section shall survive the termination of this Agreement.

11. LEGAL FEES

In any arbitration or legal proceedings in connection with this Agreement (including a petition to cause judgment to be entered upon an arbitration award) brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions of this Agreement, the losing party shall pay the prevailing party such reasonable amounts for attorneys' fees, costs of litigation and other reasonable and necessary expenses incurred by the prevailing party in preparing and

presenting its case, as may be set by the arbitrator or by the court. The obligations of CONSULTANT pursuant to this section shall survive the termination of this Agreement.

12. INTEGRATION

This Agreement and the attachments hereto represent the entire understanding between GVRD and CONSULTANT as to those matters contained herein. No prior or contemporaneous oral or written statement or understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in a writing signed by both GVRD and CONSULTANT.

13. PROJECT MANAGER

CONSULTANT designates [REDACTED] who shall be responsible for the performance of the work and for all matters relating to this Agreement. CONSULTANT shall not replace the aforesaid individual without the prior written approval of GVRD, provided such approval shall not be withheld unreasonably and provided the person originally designated by CONSULTANT remains in the active employ of CONSULTANT.

14. INDEMNIFY AND HOLD HARMLESS

CONSULTANT shall defend at its own expense, indemnify and hold harmless GVRD and its officers, directors, volunteers, contractors and employees from and against all claims, losses, damages, injuries and liability for damages, including but not limited to theft, loss or misuse of data, release of private information, and costs, fines and penalties that GVRD may incur, arising from negligent errors, omissions, or wrongful acts of the CONSULTANT and CONSULTANT'S agents or employees in the performance of the services under this Agreement. CONSULTANT shall provide such defense by and through counsel reasonably acceptable to GVRD. The obligations of CONSULTANT pursuant to this section shall survive the termination of this Agreement. This indemnity provision does not apply to liability to the extent caused by the sole negligence or willful misconduct of GVRD.

15. INSURANCE REQUIREMENTS FOR CONSULTANT

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for death or injuries to persons or damages to property, theft, loss or misuse of data that may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, or employees. CONSULTANT shall procure and maintain for the duration of the contract insurance for claims arising out of its professional services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. CONSULTANT shall include all approved subcontractors as insureds under its policies or shall furnish separate evidence of coverage and endorsements for each subcontractor. All coverages for approved subcontractors shall be subject to all of the requirements stated herein.

Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with statutory limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease, if at any time CONSULTANT shall have employees.
4. **Technology Professional Liability Errors and Omissions Insurance** appropriate to the CONSULTANT’s profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - a. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of GVRD in the care, custody, or control of CONSULTANT. If not covered under CONSULTANT’s liability policy, such “property” coverage of GVRD may be endorsed onto CONSULTANT’s Cyber Liability Policy as covered property as follows:
 - b. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of GVRD that will be in the care, custody, or control of CONSULTANT.
 - c. The Insurance obligations under this agreement shall be the greater of (1) all the Insurance coverage and limits carried by or available to CONSULTANT; or (2) the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to GVRD. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of CONSULTANT under this agreement.
5. If CONSULTANT maintains broader coverage and/or higher limits than the

minimums shown above, GVRD requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to GVRD.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the GVRD. At the option of GVRD, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects GVRD, its officers, directors, officials, employees and volunteers, or CONSULTANT shall provide a financial guarantee satisfactory to GVRD guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or GVRD.

Other Insurance Provisions

A. The insurance policies shall contain, or be endorsed to contain, the following provisions:

1. **GVRD, its officers, directors, officials, employees, and volunteers shall be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. For any claims related to CONSULTANT's work under this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects GVRD, its officers, directors, officials, employees, and volunteers. Any insurance or self-insurance maintained by GVRD, its officers, directors, officials, employees or volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.

3. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded by the policy shall apply as though separate policies had been issued to each insured.

4. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled by the insurer or CONSULTANT, except after sixty (60) days' prior written notice by certified mail, return receipt requested, has been given to GVRD and subsequent coverage reviewed and accepted by GVRD is provided by CONSULTANT.

5. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not GVRD has received a waiver of subrogation endorsement of the insurer.

B. If any of the required coverage is written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of this Agreement or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, CONSULTANT must purchase extended period coverage for a minimum of three (3) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to GVRD for review.

Acceptability of Insurers

Insurance shall be placed with insurers authorized to conduct business in California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to GVRD. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

CONSULTANT shall furnish GVRD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this Section 15) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. GVRD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

CONSULTANT shall require and verify that all approved subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT shall ensure that GVRD is an additional insured on all insurance required from subcontractors.

Event of Claim

CONSULTANT shall pay any deductible amount in the event there is a claim for which the insurer is responsible. CONSULTANT's indemnification obligation shall apply regardless of whether CONSULTANT pays or the CONSULTANT's insurance carrier pays the deductible amount.

16. NOTICES

Any notices required by this Agreement or arising hereunder shall be in writing and
G:\Admin\Admin Coord/Agreements/IT

shall be personally served on an officer or managing employee of the other party, or sent by certified mail, return receipt requested, to the following addresses, or such other addresses as the respective parties may hereafter designate in writing. Notices shall also be emailed to the addresses below.

To GVRD:

Gabriel Lanusse

GVRD General Manager
Greater Vallejo Recreation GVRD
395 Amador Street
Vallejo, CA 94590

glanusse@gvrd.org

To the CONSULTANT:

[REDACTED]

Notices sent by certified mail shall be considered served three days after they are postmarked.

17. NON-DISCRIMINATION

During the performance of this Agreement, CONSULTANT and its approved subcontractors shall not unlawfully discriminate against any employee, applicant for employment or participant because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military status of such person. CONSULTANT and its approved subcontractors shall ensure that the evaluation and treatment of their employees, applicants for employment or participants is free of such discrimination.

18. BINDING ON SUCCESSORS

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.

19. WARRANTY OF AUTHORITY

Each person signing this Agreement on behalf of a party to this Agreement warrants that he or she has full authority to execute this Agreement on behalf of such party and to bind the party to all the terms contained herein, and agrees that he or she shall defend, indemnify and hold all other parties to this Agreement harmless from any liability, costs and expenses incurred if this warranty is not true or if he or she does not have the authority.

20. CONFIDENTIAL INFORMATION AND SECURITY

CONSULTANT acknowledges that information transmitted by GVRD constitutes confidential information. Confidential information includes, but is not limited to, proprietary information, computer files, computer infrastructure, IT systems security, and information related to past, current, future, and proposed services of GVRD. CONSULTANT agrees to receive and maintain the confidential information in confidence. CONSULTANT will not use the confidential information for its own benefit or disclose it or otherwise make it available to third parties. CONSULTANT will take reasonable steps to ensure that its subcontractors, employees, representatives, and agents comply with this provision.

CONSULTANT understands and agrees that the security of its IT infrastructure and its electronically stored data is of paramount concern to GVRD. CONSULTANT shall at all times use its best efforts, consistent with current IT industry standards, to maintain and enhance that security.

CONSULTANT shall notify GVRD of any breach of its IT infrastructure or data even if no data was lost. CONSULTANT shall back up all data in a secure fashion and GVRD shall have access to such backups.

21. SIGNATURES

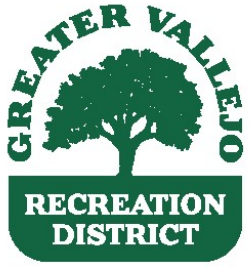
This Agreement may be signed in counterparts, all of which together shall be considered one and the same Agreement. Signatures transmitted by facsimile or email shall be valid and binding, however, either party shall, upon request, promptly provide an original signature as well.

GREATER VALLEJO RECREATION DISTRICT

By: _____
GABRIEL LANUSSE
General Manager

Attachment C

Insurance Requirements



Greater Vallejo Recreation District

GVRD promotes wellness and healthy lifestyles by providing safe parks and innovative and fun recreation programs for all residents.

BOARD OF DIRECTORS

Rizal Aliga
Robert Briseño
Thomas Judt
Stacey Kennington
Tom Starnes

GENERAL MANAGER

Gabe Lanusse

Insurance Requirements for Consultants

CONSULTANT shall procure and maintain for the duration of the contract, insurance against claims for death or injuries to persons or damages to property, theft, loss, or misuse of data that may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, or employees.

CONSULTANT shall procure and maintain for the duration of the contract insurance for claims arising out of its professional services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONSULTANT shall include all approved subcontractors as insureds under its policies or shall furnish separate evidence of coverage and endorsements for each subcontractor. All coverages for approved subcontractors shall be subject to all of the requirements stated herein.

Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation** insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease, if at any time CONSULTANT shall have employees.
- 4. Technology Professional Liability Errors and Omissions Insurance** appropriate to the CONSULTANT's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this agreement and shall include, but not be limited to, claims



involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of GVRD in the care, custody, or control of CONSUL TANT. If not covered under CONSUL TANT's liability policy, such "property" coverage of GVRD may be endorsed onto CONSUL TANT's Cyber Liability Policy as covered property as follows:
- b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of GVRD that will be in the care, custody, or control of CONSUL TANT.
- c. The Insurance obligations under this agreement shall be the greater of (1) all the Insurance coverage and limits carried by or available to CONSULT ANT; or (2) the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to GVRD. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of CONSUL TANT under this agreement.

If CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, GVRD requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSUL TANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to GVRD.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the GVRD. At the option of GVRD, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects GVRD, its officers, directors, officials, employees and volunteers, or CONSUL TANT shall provide a financial guarantee satisfactory to GVRD guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or GVRD.



Other Insurance Provisions

A. The insurance policies shall contain, or be endorsed to contain, the following provisions:

1. GVRD, its officers, directors, officials, employees, and volunteers shall be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSUL TANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSUL TANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
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3. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded by the policy shall apply as though separate policies had been issued to each insured.
4. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled by the insurer or CONSUL TANT, except after sixty (60) days' prior written notice by certified mail, return receipt requested, has been given to GVRD and subsequent coverage reviewed and accepted by GVRD is provided by CONSULTANT.
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