



Request for Proposal
**Financial Management Software,
Human Resources Information Systems
& Timekeeping Software**

Greater Vallejo Recreation District

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Vallejo, CA 94591

www.gvrd.org

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Issued: November 22, 2025

Submittal Deadline: January 17, 2025, 4:00 p.m.

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SECTION 1 – INTRODUCTION

A. Organization Overview

The Greater Vallejo Recreation District (GVRD) is a separate government agency from the City of Vallejo that provides parks and recreation programs for children, families, and seniors in Vallejo. GVRD operates primarily by means of locally controlled funding and receives revenue from fees for services, park entrances, programs, and facility rentals. Grants and park dedication permit fees assist in the provision for new park development projects and ongoing maintenance.

GVRD manages 407 acres of public park space including 33 parks, an Olympic-size swimming pool, children's instruction 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 consists of three primary divisions, Administration, Recreation, and Parks/Facility Maintenance and provides a wide range of services and offerings to the community and surrounding region. Youth and adult sports, afterschool care, break camps, community centers, a large-scale aquatics facility, and much more.

SECTION 2 – SCOPE OF PROJECT

A. Scope of Project

GVRD requests proposals from qualified firms to replace the current accounting software and to provide support and maintenance. To that end, GVRD is seeking proposals to engage the services of a qualified professional firm(s) experienced in providing and installing new accounting software that has proven successes in the public/government sector, conversion of historical data, general guidelines for proper workflow and security, start-up training and on-going support and maintenance of all applications. This should include integrations with 3rd party software applications.

GVRD is seeking a user-friendly system to maintain its financial transactions and facilitate financial reporting. The desired software would provide electronic solutions for accounting, budgeting, cash receipts, payroll, fixed assets, Human Resources, timekeeping etc., with the ability to interface with other departments that collect fees for park and recreation transactions. In this Request for Proposal (RFP), GVRD is looking to replace the current system and expand it by adding a human resource information system (HRIS), time and attendance, CIP project accounting, purchase orders, asset management, budgeting, benefits administration, Drill Down Capability, report writing, performance management, Departmental Dashboards, detailed budget expense and CalPERS reporting.

B. Timeline

GVRD intends to complete the process using the following schedule.

Request for Proposal Release	November 22, 2025
Vendor Proposal Responses Due	January 17, 2025
Finalists Notified	January 24, 2025
Vendor Demonstrations Completed	February 21, 2025
Contract Awarded/Board Approval	March 27, 2025
Begin Conversion and Implementation	TBD 2025
Live (anticipated)	TBD 2025

SECTION 3 – CURRENT AND DESIRED ENVIRONMENT

A. Current Environment

As indicated in Section 1, the scope of this RFP is to address the financial and administrative needs of GVRD, its customers and employees. This section provides an overview of the current environment of those divisions. GVRD organizes its expenditures into twenty-three (23) departments. GVRD has 35 full-time, and up to 200 part-time, employees. GVRD currently has three employees in the Finance Department, including one Finance Director and two accounting assistants in the areas of accounts payable, cash receipts, and payroll.

Greater Vallejo Recreation District Government Profile

GVRD contracts with CALPERs for retirement and health benefits and reports electronically to CALPERs. Additionally, GVRD uses Denali Fund supported by Cougar Mountain Software for payroll services, which reports State and Federal taxes on its behalf. The district recently transitioned from a local server environment to Cougar Mountain's web-based server solution.

Government Technology Environment

GVRD's main platform is Windows Operating System. The accounting software is Denali Fund supported by Cougar Mountain Software, which GVRD installed over twenty years ago. GVRD uses a third-party web-based software called CIVIC REC for managing park and recreation reservations and registrations and all invoicing and billing. GVRD also utilizes Bamboo HR and Asset Essentials (aka Facility Dude) work order system.

GVRD maintains its fixed asset reporting for GASB 34 in Excel.

Existing Accounting Software Applications

GVRD currently uses the following modules in the Denali Fund accounting software: General Ledger, Bank Reconciliation, Cash Receipts, Accounts Receivable, Payroll, Accounts Payable, Budget and Reporting. All Payroll Tax activities facilitated through Aatrix, a third-party software integrated into Denali.

B. Desired Environment

The following is a general overview of GVRD's needs in both application and functionality. Please contact, Noel Parkhurst, Finance Director, for any clarifications by email at nparkhurst@gvrd.org.

Greater Vallejo Recreation District Government Profile

In addition to the three employees that regularly utilize the Denali Fund software, GVRD wishes to provide access to other employees (approximately 5 additional employees), none of whom will have any accounting background. These employees will be using the budget and reporting modules, and purchase order module. A dashboard for those employees would be a great benefit with limited abilities.

Government Technology Environment

Financial System/Security and Safeguards shall be interfaced and compatible with all modules. The Proposal shall be very clear if ***any*** modules sold by the firm are not fully integrated with any other modules sold by the firm. Proposals shall discuss security in depth, including but not limited to, restricted access to individual user IDs, administrative override functions, internal control over confidential information, and audit trails of user ID actions. Proposals shall highlight any safeguards such as journal reconciliation, confirmation of active accounts, cash and fund offsets caused by user input, or any other safeguards. The district desires the server to continue to operate in a web/ cloud environment with security measures provided to appropriately safeguard all district data and information.

Ideally, GVRD would benefit from ledgers and sub-ledgers having drill down capability, so a user could drill down on detail from the summary report, and cross drill into other applications. For example, an expenditure/revenue account could drill down to detail ledger then cross over to A/P or A/R to see vendor/customer detail. This process should be easy to use for non-accountants but detailed enough to support audit work. Accounts payable and general ledger should have PDF attachment capabilities so that invoices and journal entries can be viewed online. Ideally the new system will have proven success in other government & Special District agencies.

Budgeting/Forecasting shall integrate with historical information; and shall allow for flat or percentage scenarios applicable to individual accounts or a group of accounts. Preferably, there will be a full budget module that facilitates complete budget development and budget version control within the proposed software. Alternatively, budget formats should import and export easily to Excel; and shall integrate directly into budget reporting module and other applicable applications once the budget is finalized. In addition, it should have capabilities to easily create customized reports and the ability to edit existing report templates. The final product shall be Budget to Actual Comparison reports as part of the financial reporting package.

Invoicing/Account Receivable/Cash Receipts (Point of Sale (POS)) shall fully interface with the system (both General Ledger and Subsidiary Ledgers). It shall track at a minimum by customer name, account number/name, date, and amount. POS shall Interface with external software or have capabilities for manual import/upload. Cash Register (POS) desired at various on-site locations; and shall have real-time and batch features. Please describe both in the Proposal. General Ledger and sub-ledgers shall be able to trace back to batches reported in Cash Register (POS) for cross reference between receipts and daily deposits. Describe in proposal if products can interface with Bank Reconciliation to post ACH/EFT deposits. There should also be manual invoicing capabilities.

Purchasing/Accounts Payable/Project Accounting interface is needed so that information is typed in at the department and project level, processed through a determined workflow, and finalized in Accounts Payable. The application must be easy to use for non-accountants to utilize and approve. These modules shall be fully integrated into the General Ledger and all subsidiary ledgers in the financial system module. Warrants shall also be linked to the Bank Reconciliation module with ease of determining outstanding checks. Accounts Payable must be able to transmit electronic files to IRS and California tax agencies for vendors 1099s and sales taxes. System shall be able to produce batch transactions, ACH transactions, and real-time (or manual) transactions for individual transactions. Requisitions/Purchase Orders and Invoices shall allow for one-time or reoccurring options; shall allow for multiple accounts to be charged; should allow for project accounting; and shall allow for percentage/distribution charges.

Timekeeping/Payroll/HR/Benefits This module is new to GVRD. Proposal shall show how a module can enhance the Payroll, Human Resources, and Timekeeping processes.

GVRD currently uses Bamboo HR as an HRIS system and Denali Payroll for all its payroll processing and reporting needs. However, some payroll journal entries are currently entered manually. Ideally, the finance system would allow for importing/upload of journal entries in excel format or as part of the payroll process journal entries. Journal entries are created by the payroll module. This includes all payroll tax reporting and payments. It is extremely important that all systems communicate seamlessly with each other. (Example, staff enroll in benefits and the deductions are auto populated in payroll.)

Asset/Inventory Management This module is new to GVRD. Proposal shall show how Asset/Inventory Management can enhance the General Ledger accounting structure for expenditure tracking. Interface with other modules very desirous, particularly Accounts Payable/Purchasing. The Proposal shall explain how the firm can help establish these applications based upon consultation of workflow, established templates, and industry standards. It shall have full capital assets record keeping with depreciation calculations and roll forward function.

Document Management This module is new to GVRD. Proposal shall show how users can digitally upload, track and archive documents within the modules while keeping them secure and yielding efficiency through organization and streamlined processes. Also, records retention schedules shall be built in with reminders to purge any aging data.

CIP Project Management This module is new to GVRD. Proposal shall show project management capabilities, including project planning, cost estimation, scheduling, progress and financial tracking, and related reporting for multi-year capital projects. It should enable project managers to track project budgets, estimate costs, manage expenses, monitor financial performance and create forecasting models to estimate project revenues, expenditures, timelines, and funding requirements for future years, all while providing a platform to create, populate, and update project summaries, detailed sheets for funded and unfunded capital projects in a five-year CIP.

Segregated Fund Management The program should allow for management of various types of funds to be managed that are related to public agencies.

SECTION 4 – BID EVALUATION PROCESS

A. Evaluation Procedures

The project's core implementation team, comprised of GVRD staff, will be responsible for the bid evaluations. Staff may include GVRD's Finance Committee in the bid evaluation and selection process. This team, in accordance with the criteria listed below, will evaluate all proposals received as specified. During the evaluation period, the team may elect to interview some or all the proposing firms. The individual who will be directly responsible for carrying out the contract, if awarded, shall be present at the oral interview.

Proposals will be evaluated in accordance with predetermined criteria, with clarifications as GVRD deems necessary. The evaluation process is not designed to award the contract to the vendor of least cost, but rather to that respondent with the best combination of attributes and offerings based upon the evaluation criteria.

Proposals will be evaluated based on the following criteria:

- Applicable software applications and ability to meet GVRD's needs
- Dedicated project manager for implementation
- Time required to accomplish the services requested
- Quality, clarity, and completeness of the proposal
- Compliance with the RFP requirements
- Recent public-sector experience providing similar services
- References
- Software demos
- Total cost of ownership
- Ongoing customer support
- Training included with proposal

- Ease of use

The evaluation factors identified above reflect a wide range of considerations. While cost is important, other factors are also significant. GVRD may select other than the lowest cost solution. The objective is to choose a vendor capable of providing a reliable and integrated solution within a reasonable budget. All proposals will be evaluated using the same criteria.

Criteria	Weight Given
1. Responsiveness of the written proposal to the purpose and scope of service.	5%
2. Software Quality and Features: Ability of the vendor to meet the Section 5 – Vendor and System Requirements.	40%
3. Vendor’s Experience and Technical Support: Experience in successful software conversion, implementation and maintenance, as well as dedicated resources and technical support during and after implementation.	30%
4. Cost: Amount of proposed cost of system, installation, conversion, training, licensing, and annual software maintenance.	25%

Notification: Based on the evaluation of the RFP’s, GVRD will select a short list of three or four vendors and invite them to participate in Pre-Demo meetings and Software Demos. The selected vendors will be notified in writing or email.

Pre-Demo Meetings: Once the short list of vendors has been identified they will be invited to participate in a Pre-Demo Meeting with the Project Team. The purpose of this meeting will be to allow the vendor time to acquire additional information about the scope of the project and to review any questions about the Demo Script presented to the vendors. Customer references may be requested prior to the software demonstrations.

Scripted Demos: The functional and technical product Demos will be presented to the District by the top three to four Short Listed vendors according to a pre-defined script issued by the District. All vendors must follow this script during their Demo process. The evaluation criteria for the Demo process will include adherence to the script as well as the ability to successfully demonstrate the product’s ability to meet the functional and technical requirements. The District reserves the right to request additional information, interviews, follow-up demonstrations, or any other type of clarification of proposal information it deems necessary to evaluate the final vendors.

Post-Demo Technical Evaluation: In addition to scripted functional demonstrations, GVRD may request a more extensive technical Demo. This Demo will be scheduled on an as-needed basis for the Short-Listed applications.

Implementation Vendor Selection: Once GVRD has completed the selection of the software they will determine if a separate implementation vendor selection project is necessary. GVRD reserves the right not to select the implementation partner that responds to the RFP or demonstrates the software on behalf of the vendor.

It is GVRD's intention to award a contract based on the information contained in the proposals received, as well as information obtained from other sources. GVRD reserves the right to accept or reject any and/or all proposals and to award a contract which GVRD considers the most advantageous to GVRD and its residents. As part of the evaluation process, GVRD may find it necessary to add or delete services from the respondent's proposal to make equivalent evaluation comparisons.

GVRD reserves the right to amend, withdraw, and/or cancel this RFP at any time. GVRD reserves the right to reject any and all proposals, to waive any informality, defect, or irregularity in a proposal, to alter the selection process in any way, to postpone the selection process at any time, to accept or reject any individual sub-consultant that a firm proposes to use, and/or to decide whether to contract with any firm. Nothing in this RFP shall be construed to obligate GVRD to negotiate or enter into a contract with any particular firm(s). This RFP shall not be deemed to be an offer to contract or to enter into a binding contract or agreement of any kind.

SECTION 5 – RFP PROCESS AND INSTRUCTIONS

A. RFP Inquiries

Direct all inquiries related to this RFP directed to Noel Parkhurst, Finance Director by email at nparkhurst@gvrd.org

B. RFP Submission Requirements

The written proposal shall include all attachments and exhibits, submitted as follows: emailed in pdf format.

The complete proposal package, should be emailed with the subject line: "Proposal for Accounting Software" to nparkhurst@gvrd.org. Proposals must be received no later than 4:00pm on January 10, 2025:

Proposals received after the RFP Submission Deadline will not be accepted.

C. Format and Content

Firms are required to prepare their written proposals in accordance with the instructions outlined below.

A. Cover Letter

All proposals must include a cover letter submitted on the firm's letterhead containing the signature and title of the person who is authorized to commit the firm to a potential contract with GVRD. The cover letter shall express the firm's interest and serve as an executive summary of the proposal.

B. Project Team Information

Provide the names and positions of all staff proposed including staff for proposed sub-consultants. The proposal should also designate who will be the project manager in charge of the project, and who will be GVRD's contact throughout the project.

C. Work Plan / Scope of Work

Include a work plan/scope of work meeting the minimum requirements of the RFP. Including ownership of action items. (client vs. provider)

D. Project Schedule

Schedule needs to be adequate and reasonable to ensure timely completion of the tasks listed in the Work Plan / Scope of Work. Emphasis should be placed on realistic timelines.

E. Sub-consultant & Work by Others

Identify any and all sub-consultants proposed to serve on the project, with background information for each and particular experience of key personnel, including project descriptions and resumes.

This section should describe all work not included in the proposal. Any work that is needed to complete the project that is not listed in the "Work Done by Others" will be considered part of the work provided by the Consultant and included in the proposal. Please include a list of tasks which the Consultant expects GVRD staff to perform, information the Consultant expects GVRD to provide, and an estimated amount of GVRD staff time required for each task of the scope of work.

F. Relevant Experience and References

Describe the qualifications and experience of the proposed team, emphasizing the specific qualifications and experience acquired while providing services similar to those being sought by GVRD, particularly for the Project Manager and other key project staff members assigned to the project.

For all staff members, describe their role giving not only their title but also the specific services they will perform and clearly illustrate the applicability of the individual's background, education, and experience to his or her assigned role.

Provide a brief description of at least three similar projects for which the Consultant has provided services during the past five years. For all referenced projects list the:

- Client (contact person, address, and phone number)
- Project description and location

- Description of services provided by Consultant
- Total value of services provided by Consultant
- Consultant's project manager
- Key personnel involved
- Sub consultant employed

G. Cost

Provide a schedule for total cost to provide and install new accounting and HR software, convert historical data, provide guidelines for proper workflow and security, start-up training, and on-going support and maintenance of all applications. The schedule of costs shall be detailed enough for GVRD to determine the cost of any services and if modules are optional and shall clearly identify the costs for annual ongoing maintenance. The schedule of costs shall provide subtotals by task and a total not to exceed amount. Any costs in addition to those outlined in the bid for "add on" or "optional" features shall be clearly presented to GVRD, in writing, during the contract development phase.

D. Administrative and Contractual Obligations

The successful Firm will be required to enter into a written agreement with GVRD in which the Firm will undertake certain obligations. These obligations include but are not limited to the following:

Inclusion of Proposal

The proposal submitted in response to this RFP will be incorporated as part of the final contract with the selected Firm. Any oral responses to staff's queries will also be included in writing.

Sample Agreement

Please carefully review GVRD's sample agreement and insurance requirements in Section 6 Appendix before responding to this Request for Proposal. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as acknowledging the insurance requirements. Insurance will be required prior to entering into an agreement. GVRD will consider this in determining responsiveness to the Request for Proposals.

Withdrawal

A proposal may be withdrawn, without obligation, by an authorized representative of the Firm in writing at any time prior to the scheduled closing date and time.

Rights to Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Firm that are submitted as part of the proposal and not withdrawn prior to the scheduled Closing Date shall, upon receipt by District, become property of District. In addition, this proposal may only be reproduced by the Firm for purposes of bid preparation. It may not be copied, sold, or otherwise distributed to any individual,

District, or business, unless prior written permission is obtained from District.

Costs

GVRD is not liable for costs incurred by Firm, or subcontractors, in the RFP process, including but not limited to costs for printing, travel and lodging, oral presentations, software demonstrations, and contract negotiations.

Acceptance of Bid

The contract entered into by the successful firm and GVRD shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

Award

Although cost is an important factor in deciding which proposal will be selected, it is only one segment of the criteria used to evaluate consultants and systems. GVRD reserves the absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.

GVRD reserves the right to reject any or all proposals or to make no award at all, to determine whether any alternate proposals are equal to the specifications and general requirements, and to accept proposals with minor variations from the specifications and/or conditions.

The final award will be subject to the approval of the Greater Vallejo Recreation District Board of Directors.

Disclosure of Bid Information

After award, all written proposals are open to public inspection. GVRD assumes no responsibility for the confidentiality of information offered in the proposal. The RFP is worded in a manner so as not to elicit proprietary information. If proprietary information is submitted as part of the proposal, such information is to be labeled proprietary and be accompanied with a request that the information is to be returned by GVRD to the submitter. Any proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.

SECTION 6 – SAMPLE AGREEMENT WITH INSURANCE

Service Agreement Template

Greater Vallejo Recreation District PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ 20____, by and between _____, hereinafter referred to as “_____” and _____, hereinafter referred to as “Consultant.”

RECITALS:

WHEREAS, the Greater Vallejo Recreation District desires to retain a person or firm to provide the following service: _____ for _____; and

WHEREAS, Consultant warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by _____, the parties agree to the following:

1. **SCOPE OF SERVICES:**

- A. Consultant agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made part hereof. Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of a conflict between this Agreement and any Exhibit or other document relating to the scope of services or payment, the terms of this Agreement shall control.
- B. Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Exhibit B or as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.
- C. Standard of Performance – Consultant shall perform all services under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant’s profession in California.
- D. Time is of the essence of this agreement.

2. **FURNISHED SERVICES:**

The Greater Vallejo Recreation District agrees to:

- A. Guarantee access to and make provisions for the Consultant to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. **FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Consultant shall provide GVRD with a Federal Tax I.D. number prior to submitting the first invoice. Consultant shall submit monthly invoices to _____ in the form approved by _____. Such invoices shall at a minimum itemize the services performed as of the date of the invoice and set forth a progress report, including work accomplished, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours worked and the hourly rate for each person consistent with Exhibit B.

MAXIMUM COST NOT TO EXCEED:

In no event will the cost for the services to be provided herein exceed the maximum sum of \$_____. The payments shall constitute all compensation to Consultant for all costs of services, including but not limited to, direct costs of labor of employees engaged by Consultant, travel expense, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall GVRD be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Consultant agrees that this maximum cost to _____ may be amended by written notice from _____ to reflect that reduction.

4. **TIME OF CONTRACT:**

This Contract shall commence on the date this agreement is made as set forth above and shall terminate on _____. **Insert options to renew if applicable.** All Certificate(s) of Insurance must be received by _____ prior to approval of this Agreement. Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Consultant. The final invoice must be submitted within thirty (30) days of completion of the stated scope of services.

5. **INSURANCE: Insurance Provisions shall be revised on a case-by-case basis**

Commercial General Liability:

The Consultant shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). GVRD shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Consultant, Consultant shall provide comprehensive business or commercial

automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Consultant acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Consultant has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provide to GVRD prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance:

If Errors and Omissions, Professional Liability or Malpractice Insurance is required insert detailed requirements here. Consultant may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless _____ specifically consents to a "claims made" basis. The insurer shall supply _____ adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to approval of this Agreement and commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Consultant's duty to notify _____ immediately upon receipt of the notice of cancellation or non-renewal.

If Consultant is not required to carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute ad material breach of this Contract. In addition to any other available remedies. GVRD may suspend payment to the Consultant for any services provided during any time that insurance was not in effect and until such time as the Consultant provides adequate evidence that Consultant has obtained the required coverage.

6. **ANTI DISCRIMINATION AND ANTI HARASSMENT:**

Consultant and/or any sub-Consultant shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of _____ based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Consultant and/or any sub-Consultant understands and agrees that Consultant and/or any sub-Consultant is bound by and will comply with the anti-discrimination and anti-harassment mandates of all Federal, State and local statutes, regulations and ordinances.

7. **SUBCONTRACTING:**

The Consultant shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the Greater Vallejo Recreation District except for any subcontract work identified herein. If Consultant hires a subconsultant under this Contract, Consultant shall require subconsultant to provide and maintain insurance coverage(s) identical to what is required of Consultant under this Contract and shall require subconsultant to name Consultant and the Greater Vallejo Recreation District as an additional insured under this Contract for general liability. It shall be Consultant's responsibility to collect and maintain current evidence of insurance provided by its subconsultants and shall forward to the Greater Vallejo Recreation District evidence of the same.

8. **ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Consultant and may not be transferred or assigned without the express prior written consent of the Greater Vallejo Recreation District .

9. **LICENSING AND PERMITS:**

The Consultant shall maintain the appropriate licenses throughout the life of this Contract. Consultant shall also maintain any and all permits which might be required by the work to be performed herein.

10. **BOOKS OF RECORD AND AUDIT PROVISION:**

Consultant shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Consultant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five (5) years from the completion of this Contract. Consultant will permit the Greater Vallejo Recreation District to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Consultant who participated in this Contract in any way. Any audit may be conducted on Consultant's premises or, at the Greater Vallejo Recreation District 's option, Consultant shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from the Greater Vallejo Recreation District . Consultant shall refund any monies erroneously charged.

11. **WORK PRODUCT/ PRE-EXISTING WORK PRODUCT OF CONSULTANT:**

Any and all work product resulting from this Contract is commissioned by _____ as a work for hire. _____ shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Consultant incorporates into the work product any pre-existing work product owned by the Consultant, Consultant hereby acknowledges and agrees that ownership of such work product shall be transferred to _____.

Consultant shall fully defend, indemnify and hold harmless _____, its officers, agents employees and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. This obligation shall survive any termination of this Agreement.

12. **Confidentiality of _____ Information**

During performance of this Agreement, Consultant may gain access to and use _____ information including but not limited to inventions machinery, products,

prices, apparatus, costs, discounts, future plans business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as “_____ Information” that are valuable, special and unique assets of the _____. Consultant agrees to protect all _____ information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any _____ information to a third party without the prior written consent of _____. In addition Consultant shall comply with any _____ policies governing use of _____’s network and technology systems. A violation by Consultant of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

13. **TERMINATION:**

- A. If the Consultant fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, _____ may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Consultant shall be excused for failures to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Consultant has no control but only for the period of time such performance is rendered impossible due to a qualifying event.
- C. Either party hereto may terminate this Contract without cause by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Consultant, the Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s). Consultant shall submit to _____ an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. _____ shall pay Consultant for any services for which compensation is owned; provided, however, _____ shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by the Agreement. Consultant shall promptly deliver to _____ all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of _____ without additional compensation to Consultant.
- E. _____ shall have the right to temporarily suspend Consultant’s performance in whole or in part, by giving a written notice of suspension to Consultant. If _____ gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

14. **APPROPRIATIONS:**

_____’s performance and obligation to pay under this Contract is contingent upon an annual appropriation by _____, the State of California or other third party. Should the funds not be appropriated, _____ may terminate this Contract with respect to those payments for which such funds are not appropriated. _____ will give Consultant thirty (30) days’ written notice of such termination. All obligations of _____ to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from _____, the State of California or other third party, _____’s performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Consultant, _____ may reduce the Maximum Cost to _____ identified in section 4 to reflect that elimination or reduction.

15. **RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performance of the services herein, the Consultant, and the agents and employees thereof, shall act in an independent capacity and as an independent Consultant and not as officers, employees or agents of _____. Consultant shall be solely responsible to pay all required taxes, including but not limited to, all withholding, social security, and workers’ compensation.

16. **AMENDMENT:**

This Contract may be amended or modified only by written Agreement of all parties.

17. **ASSIGNMENT OF PERSONNEL:**

The Consultant shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to _____, as is evidenced in writing.

18. **JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Vallejo, Solano County, California.

19. **INDEMNIFICATION:**

Use for Non – Design Professional. Consultant agrees to indemnify, defend, and hold _____, its employees, officers, and agents harmless from any and all liabilities including, but not limited to, litigation costs and attorney’s fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Consultant’s negligence, recklessness or willful misconduct in the performance of this Contract.

Use for Design Professional. CONSULTANT shall defend, indemnify and hold harmless _____, its officers, agents, employees, members and volunteers, from and against any

and all liability, claims, losses, damages or expenses, including reasonable attorney’s fees, for personal injury (including death) or damage to property related to the performance of this Agreement, but only in proportion to and to the extent such liability, claims, losses, damages or expenses arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the CONSULTANT. Notwithstanding the previous sentence, in the event that one or more defendants in an action is unable to pay its share of defense costs due to bankruptcy or dissolution of a business, CONSULTANT shall meet and confer with

the other parties to the action regarding unpaid defense costs. Each party to this Agreement shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. CONSULTANT shall pay all costs and expenses that may be incurred by _____ in enforcing this indemnification provision, including reasonable attorneys' fees.

The existence or acceptance by _____ of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of _____'s rights under this section, nor shall the limits of such insurance limit the liability of Consultant hereunder. The provisions of this section shall survive any expiration, assignment or termination of this Agreement.

20. **COMPLIANCE WITH APPLICABLE LAWS:**

The Consultant shall comply with any and all Federal, State and local laws, rules, regulations, ordinances and resolutions: including, but not limited to _____. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. Consultant shall conform with the Americans With Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) and any regulations and guidelines issued pursuant to that law and Labor Code sections 1720, *et seq.* which require prevailing wages (in accordance with DIR determinations (see www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Consultant shall pay to _____ when due all applicable business taxes. _____ may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, _____ will automatically withhold 7% from all payments made to vendors who are non-residents of California.
2. Consultant agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws, as amended from time to time, that may apply to services, programs or activities for the benefit of the public.

Include Section 3 and Exhibit D, and E as applicable, if the Agreement involves State or Federal funding.

3. For Contracts involving any State or Federal grant funds, **Exhibit D** must be attached. **Exhibit D** shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.

Exhibit D – Debarment Certification

By signing and submitting this Contract, the Consultant is agreeing to abide by the debarment requirements and set out below:

- The certification in this clause is a material representation of fact relied upon by _____.

- The Consultant shall provide immediate written notice to _____ if at any time the Consultant learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Consultant certifies that none of its principals, affiliates, agents, representatives or Consultants are excluded, disqualified or ineligible for the award of contracts by and Federal agency and Consultant further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by and Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of those offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Consultant agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subConsultant will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. **NOTICES:**

This Contract shall be managed and administered on _____'s behalf by the Department Contract Manager named below. Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to the person identified below. Mailed notices shall be deemed received 3 days after depositing in the US Mail.

Contract Manager: _____
 Dept./ Location: _____

Telephone No.: _____

Email: _____

Notices shall be given to Consultant at the following address:

Consultant: _____

Address: _____

Telephone No.: _____

Email: _____

22. **Conflict of Interest**

- A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of _____ or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-Consultant, without the written consent of _____. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of _____ at all times during the performance of this Agreement.
- B. Consultant shall comply with the requirements of the Political Reform Act, California Government Code sections 87200 *et seq.*, and comply with the conflict of interest provisions of the Political Reform Act that generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. This includes individuals who make government decisions or who serve in a staff capacity.
- C. The individuals who will provide services or perform work pursuant to this Agreement are "Consultants" within the meaning of the Political Reform Act. _____ Yes
_____ No If Yes is checked by _____, Consultant must, within 30 days after execution of the Agreement ensure that all individuals, subject to filing requirements, file with _____ the appropriate Statements of Economic Interests.
- D. The above Statements of Economic Interest are public records subject to public disclosure under the California Public Records Act. _____ may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

23. **Interpretation.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings.

24. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

25. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises,

representations, understandings and negotiations, whetherwritten or oral, among the parties with respect to the subject matter hereof.

26. **No Waiver.** Waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

27. ACKNOWLEDGEMENT OF EXHIBITS:

<i>Check Applicable Exhibits</i>	Consultant's Initials
Exhibit A. Scope of Services	
Exhibit B. Fees and Payment	
Exhibit C. Insurance Reduction/ Waiver (if applicable)	
Exhibit D.	
Exhibit E.	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first written above.

CONSULTANT:

By:

-

Name:

Title:

APPROVED BY

_____:

By:

**Approved as to
Form**

Counsel

EXHIBIT "A"
SCOPE OF SERVICES (required)

Scope and Schedule

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

Consultant shall perform the services outlined in **Exhibit A** for a fee not to exceed the maximum sum indicated in section 4 of this Contract.

EXHIBIT "D"
(Provisions Required by Funding Source if applicable)

EXHIBIT "E"
Additional Exhibits as Required