



Alameda Recreation and Park Department

REQUEST FOR PROPOSAL

The City of Alameda Recreation and Park Department seeks proposals for an Internet based hosted Recreation and Parks Management Software designed to manage, schedule and organize a diverse set of Recreation and Parks Programs. To be considered, Vendors will deliver one original plus four (4) additional paper copies, and an electronic version of their proposal by 5:00 p.m. on or before **Monday, February 17, 2017**. Deliver proposals to:

Alameda Recreation and Park Department
Attn: Edward Kallas
ekallas@alamedaca.gov
2226 Santa Clara Avenue
Alameda, CA 94501

Important Dates:

RFP Issued	January 17, 2017
Proposal Due Date	February 17, 2017 at 5:00 p.m.
Selection Interviews (tentative)	March 6 – March 9, 2017
Council approval of agreement	April 18, 2017
Program implementation and training	Starting May 2017

Contact Information:

Edward Kallas, Recreation Services Specialist
(510) 747-7511
ekallas@alamedaca.gov

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SECTION 1: INFORMATION FOR PROPOSERS

1.1 Purpose and Intent

The City of Alameda Recreation and Park Department (the “City”) invites proposals for an internet based hosted solution for Recreation and Parks Management Software that is comprehensive, yet simple and user friendly and is designed to manage, schedule and organize a diverse set of Recreation and Parks Programs. This software system should provide for the functionality as described in this RFP without considerable customization. The system should include Program Registration (for a wide variety of programs including basic registration, online registration by customers, third party, scheduled payments, and drop-in). The system must support Facility Scheduling, Reporting, up to seven Point of Sale locations and Athletic League Management. It should include membership based registration which allows for customers to gain entry to facilities, gain entry to programs and purchase items at point of sale locations. It should include marketing options including mail, emails, SMS text messaging, social media and the Internet. The system should be compatible with the City’s financial institution for the purpose of providing reports and receiving/providing payments.

The ideal Vendor will have experience with implementing recreation and park management software in municipalities, preferably within California. It is necessary for Vendors to read the information contained in this Request for Proposal (RFP) to understand how to submit the proposal, what documents must accompany the proposal and what legal obligations the Vendor is submitting to by providing a successful proposal. Any Vendor that wishes to be considered for this work must submit the information requested in this RFP and, if invited, perform a system demonstration. Proposals must be received by the City Recreation and Parks Department by **5:00 p.m. on February 17, 2017**

1.2 Vendor Installation and Implementation Services

The Vendor selected under this RFP will be, at minimum, responsible for the following installation and implementation services:

- Migrating existing data into new software, including individual records and registration history.
- Providing system testing in accordance with testing provisions.
- On-site, in person staff training on all software and functions.
- Documenting processes and procedures as outlined in this RFP.
- System administration, user documentation and online help for the software system.
- Support and service through the life of the contract agreement between the City of Alameda and the selected vendor.
- Providing implementation timeline from start date to “go live” date.

1.3 Proposal Deadline

Proposals are due by 5:00 p.m., February 17, 2017. All proposals will be delivered on or before the due date (postmarks not accepted) to:

Alameda Recreation and Park Department
Attn: Edward Kallas
ekallas@alamedaca.gov
2226 Santa Clara Avenue
Alameda, CA 94501

Late proposals will not be considered. Vendors will deliver one original and four (4) paper copies of the proposal in a sealed package with the title, "City of Alameda – Recreation and Parks Software Management System Proposal" before the due date and will include an electronic copy of the proposal and any attachments on a CD, DVD or USB drive. Proposals are preferred to be printed on recycled paper and bound in an easily recyclable format.

1.4 Pre- Proposal Questions

All Vendors are prohibited from contacting City officials, consultants or staff regarding this RFP between the time of issuance of the RFP and contract award, unless such contact is made through the City contact specified below. Failure to comply with this provision could result in the rejection of a proposal. All questions regarding the proposal documents and proposal should be directed in writing to:

Edward Kallas, Recreation Services Specialist
City of Alameda Recreation and Park Department
2226 Santa Clara Avenue Alameda, CA 94501
ekallas@alamedaca.gov

Pre-proposal questions will be accepted until **5:00 p.m. on February 10, 2017**. All questions received will be answered electronically via email to all participating Proposers.

SECTION 2: BACKGROUND

2.1 Alameda Recreation and Park Department General Information

Alameda is a city in Alameda County, California. It is located on Alameda Island and Bay Farm Island, and is adjacent to and west of Oakland, California. Alameda became a charter city and adopted a council-manager government in 1916. The City has a total area of 23 square miles, of which 10.6 square miles is land and 12.3 square miles is water, per the United States Census Bureau. As of 2017, the City has a total population of approximately 76,500.

The Alameda Recreation and Park Department (ARPD) is responsible for park maintenance and coordinating programs for residents ranging from tiny tots to seniors. The Department oversees 21 parks, 15 recreation facilities, 40 picnic areas, 38 athletic fields plus additional recreation amenities including tennis courts, public boat ramps, model airplane field, basketball courts, bocce ball courts, outdoor fitness equipment and dog parks.

The City's Recreation and Park Department currently employs approximately 23 full time professionals. ARPD serves over 16,000 people in its registration based programs and with over 15,000 program drop-in contacts. The software system currently used by the Recreation and Park Department relative to the requirements of this RFP is CLASS (version 7.0).

2.2 Program Services for Software Functionality

The Alameda Recreation and Park Department is looking for the following software functionality:

- Recreation program development and management for general and specialized populations including but not limited to children, adults, families, older adults, aquatics, athletics/sports teams, teenage participants, mentally and physically challenged participants and artistic endeavors
- Participant and customer data management
- Activity Registration, including drop-in programs and interconnected activities with multi-day options
- Athletic league management
- Collection and refinement of data for the purpose of producing class management documents, reports and promoting programs stored within the software. The software and data must integrate with Microsoft Outlook
- Support a variety of methods to communicate with existing and potential customers directly or via broadcasting including SMS text messaging, email, voice recording via VOIP or land-based telephone lines, social media posting and labels for envelopes
- Collection of fees and organization of receipts into reports

- Scheduling for facilities, recreation and parks programs
- Facility reservations for citizen groups and private citizens. Capacity for outside groups and individuals to submit requests for use after viewing a schedule and without assistance from City staff
- Reporting and key performance indicators specifically including software and reports that are integrate with Microsoft Outlook

SECTION 3: PROPOSAL FORMAT

3.1 PROPOSAL SCHEDULE

RFP Issued	January 17, 2017
Proposal Due Date	February 17, 2017 at 5:00 p.m.
Vendor Demonstrations and Interviews (tentative)	March 6 - 9, 2017
Contract Negotiations	March 13, 2017 – March 24, 2017
Council Approval of Agreement	April 18, 2017
Program Implementation and training	Starting May 2017

3.2 PROPOSAL FORMAT

Vendor’s Proposal must be capable of being understood without reference to other documents, and should be organized as follows:

A. RFP Cover Letter. The cover letter shall provide basic background information about the Vendor; include contact information, including phone and email contacts; identify and be signed by the person authorized to contractually obligate the organization; plus the contact person responsible for the Proposal, specifying name, title and contact; and the Vendor’s Legal Status and any explanation if that changed within the last three years.

B. Executive Summary. Vendor will include in this section:

- A description of the company, organization, staff, and experience
- Vendor’s start date and length of time in business providing recreation management software and separately include years of experience with municipal recreation departments versus private and nonprofit recreation providers
- Number of employees, locations, and how the employee community is distributed by number of people in the following areas; sales/marketing, development, company management, project management, permanent programmers, contract programmers, training/documentation and administration
- Identify specific staff members who will comprise the project team for this assignment. Please include employee name, position and years of experience, education, licenses and/or certifications, and primary duties in relation to this proposal

- Briefly explain the Vendor’s understanding of the City’s intent and objectives and its approach to achieving those objectives
- Provide financial and other information that would allow evaluators to ascertain the financial stability of the vendor. The City wants assurance that the company will be in business for the next 5 to 10 years
- The Vendor must clearly and specifically detail all exceptions to the requirements of this RFP

C. Project Understanding. Vendor must describe their understanding of the project and how they intend to organize a successful implementation of Recreation Management Software for ARPD. Vendor should also discuss how its software solution meets the City’s desire for a comprehensive, user-friendly software system. In addition, Proposer can provide examples of their involvement with similar projects and how encountered challenges were handled. From their experiences, Vendor can present potential challenges they foresee for this project.

D. Recreation Management Software Product Information. The Vendor must provide the following information about the recreation management software product:

1. Name and version history.
2. Length of time product(s) has been available.
3. Recommended hardware, software, and architecture to support a recreation management system.
4. Define licensing conditions specific to the price stated in the Project Cost Sheet.
5. Describe how City data is stored and data security management protocols.
6. Confirm that product will run in a Microsoft Active Directory 2012R2 or higher with PC’s using Microsoft Windows 7 or higher and mobile devices such as “smart” phones and tablets.
7. A strategy to provide a complete range of system testing to verify performance.

E. Client References form. The Proposer must list at least four (4) references from municipal recreation departments of similar size operating with the system proposed, preferably within California. Proposer must include the date of implementation and the application version the reference is using. References must include City name and address as well as the name, title, email address and phone number of the contact person. Also include the applications and services for each client. Vendor must also list all accounts that discontinued the use of its software within the last three (3) years and the reason for termination of contract, either voluntary or other.

F. Implementation Plan and Scope of Services. The Vendor should include a detailed description of the proposed software solution and also show how the proposed solution will help us meet ARPD’s stated requirements. Vendor should provide a general plan and timeline of Vendor services involved for full implementation of a new recreation management

software system. This includes a well-managed transition that maintains reliable and complete data while maintaining current functionality and integrating enhanced functions. Lastly, describe training services and ongoing support.

a) **Project Management and Implementation Approach**

b) **Project Implementation Schedule**

Provide a project implementation schedule for each phase, including milestones, meetings, tasks, responsibility, and duration in person days. The schedule should include a narrative of each task and identify tasks the Vendor expects the City to perform. A final project implementation plan along with status reports and meetings will be mutually agreed between the successful Proposer and ARPD.

c) **Project Implementation**

Describe how the following features will be migrated, installed and/or made available such that the system is fully operational on 'Day One' of live operations including: Three years of all client's financial data; All client's personal information such as address and contracts; One year of all client's registration history; All of ARPD's administrative data; Two years of ARPD's financial reports; The ability for ARPD to produce and/or manage documents and reports; The ability for ARPD staff and clients to register for programs, rentals and products; The ability for ARPD to receive funds from clients. The ability to provide refunds and in what ways it can be integrated with The City's financial institution(s).

d) **Training**

Describe the training process for all modules and applications purchased. Provide a brief description of training courses and costs involved with the different options (e.g. on-site training, internet-based). The plan must include user group levels, course duration, description of course, and any course prerequisites. The plan should also include the use of mobile devices such as tablets or "smart" phones to access the Recreation and Parks Management System.

e) **Ongoing Support Services**

Vendor must provide technical support during the initial phases of go-live, for up to 12 months, to address any issues as they arise and make the necessary fixes to ensure the system is properly supporting business needs. Provide the following information regarding the recreation and parks management system product support:

1. Describe in person, telephone and internet support offered by the company. Include days and hours of service, availability of toll-free number, response time and problem escalation procedure.

2. Other support or information services offered by the company; including onsite support, web information page, user groups, and newsletters.

Once the system/service has been setup, Vendor will provide training for up to twenty-two employees so that all of the proposed system functionality can be tested by ARPD. Technical support shall be available during this period and any features found not working as proposed will be immediately reported to the Vendor. At the end of the Acceptance Testing period, if any of their reported features are still not functioning as proposed, the Acceptance period will be extended until they are demonstrated to be functioning as proposed. Success will include but not be limited to integration with City Web Site; Processing registrations, reservations and refunds; Migration of historic data including three years of participant financial history, two years of ARPD's financial reports, one year of client registration history, all client personal information; The availability of reports that are included in the software including but not limited to daily financial balance, general ledger, participant rosters, attendance sheets, emergency contacts, participation data and other financial reports; Fully functioning point of sale stations. Success also includes system accessibility from work stations and mobile devices such as tablets and smart phones.

- G. Project Cost.** The Proposal shall include a completed and signed Project Cost Sheet that details all expenses, including, but not limited to transaction fees, (if any), additional modules, hardware purchase, technical support, and training.
- H. Insurance Requirements and Standard Form.** The selected Vendor will be expected to sign an agreement for professional services with the City. The City's standard professional services contract and associated insurance requirements are included as an attachment. The Proposal must include any required revisions to the standard form agreement and a statement that the Proposer can satisfy insurance requirements.
- I. Optional Exhibits.** Vendor may include sample reports, peer review reports, sample marketing, letters of recommendation or other exhibits that may assist the City in evaluating the Vendor. Do not include generic marketing materials.

3.3 RFP ADDENDA

The City may determine it is necessary to revise any part of this RFP solicitation. Revisions will be made by written addenda and it is the Vendor's responsibility to comply with any addenda to this RFP. Any addenda will be emailed to known interested vendors.

SECTION 4: PROPOSAL EVALUATION

4.1 EVALUATION PROCESS

The City will appoint an Advisory Committee to evaluate the submitted proposals and to conduct interviews. During evaluation of the proposals, questions may arise related to specific proposals. ARPD may issue a request for clarification to all Vendors or to specific Vendor' proposals. All Vendors will be expected to promptly answer these questions in writing. The responses shall be considered addenda to the Proposal and as much a part of the original as if included therein. The City reserves the right to determine if the product(s) and services offered by the Proposer is acceptable in meeting their requirements.

The Advisory Committee will conduct interviews with selected finalists where the Vendor will perform a proof of capabilities/demonstration agenda for better system evaluation. The interview/demonstration will allow the Advisory Committee to better appraise the Vendor's understanding of the City's goals and objectives in implementing a department wide recreation management software system. The interview/demonstration will further allow the Advisory Committee to understand the Proposer's approach to the services and implementation as well as to experience first-hand the skills, talents, and capabilities of the key individuals who will be working on the project.

After reviewing, analyzing, and discussing the proposals, client references, and demonstration and interview presentations, the Advisory Committee will make a recommendation for the selection of the preferred Proposer. The recommendation of the Advisory Committee shall not be binding on the City.

4.2 SELECTION CRITERIA

The following selection criteria will be utilized by the Advisory Committee to evaluate the proposals and to select the finalists for an interview and demonstration. Note that the scoring is for evaluation purposes only and the highest score does not automatically determine vendor selection. The evaluation committee will open and review the proposals in confidence. The cost proposal will be examined and included in the discussions for a final decision but will not be scored.

Vendor proposals will be evaluated based on the following criteria:

1. **Proposal Response (20%).** The completeness and quality of responses to all software and implementation requirements will be evaluated and any exclusions will be addressed. The Advisory Committee will consider the Vendor's general understanding of the project and City needs.
2. **Product Quality (30%).** System functionality and suitability to ARPD needs with a user-friendly platform.
3. **Implementation Services and Schedule (15%).** A clear plan of execution from planning, installation, data migration, quality assurance/testing, and full implementation to "go live".

4. **Training, Vendor Support** (15%). Availability of both on-site and online training, thorough documentation, and on-going maintenance and support.
5. **Vendor Qualifications, References and Stability** (20%). The Vendor's qualifications, experience and references. The criteria will also include an evaluation of the Vendor's longevity, projected financial stability, and experience with municipal recreation departments.

SECTION 5: TERMS OF PROPOSAL

RFP. This is a request for proposal and is not an offer. The City does not intend for this RFP to create any obligations between the City and any Vendor and no contractual, tort or other legal obligation of any kind is created or imposed on the City by the RFP. No contractual or other legal obligations will be created between the City and any Vendor until and unless a written service provider agreement is executed between the City and a Vendor for the purchase and implementation of a Recreation Management Software system.

All proposals shall be held to be valid and available to the City in all respects until one such proposal has been accepted by the City and an agreement fully executed, or until a proposal has been specifically rejected by the City, whichever occurs first. The City retains sole discretion to evaluate proposals and make an award to the Proposer that the City deems to have the most responsive proposal. The City reserves the right to negotiate all final terms and conditions of any contract entered into. Vendors are liable for all errors and omissions contained in their proposals.

Proposal Validity Period. Submission of a proposal signifies the Vendor's agreement that its proposal shall be binding upon the Vendor and may be accepted by the City at any time within 180 days after the date on which proposals are opened. The contents of the successful proposal will be incorporated as part of the resulting service provider agreement with the successful Vendor.

Withdrawal of Proposals. Any Proposal received prior to February 17, 2017 may be modified or withdrawn by written request from the Proposer to the City up to the official time when all proposals are due.

Proposal Review and Rejection. The City reserves the right to reject any and all proposals, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate modification to any proposal following the deadline for receipt, and to waive any irregularities if such would serve the interests of the City.

Vendor's Cost to Prepare Proposal. All costs incurred during proposal preparation or in any way associated with the Vendor's preparations, submission, presentation or oral interview shall be the sole responsibility of the Proposer.

No Liability of the City. Except as expressly and specifically acknowledged in these instructions to Vendors, the City will not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by Vendors by reason of their participation in this RFP, the consideration or non-consideration by the City of any Proposal or for any reason related to this RFP, or any process related to this RFP. The receipt by the City of any information (including submissions, ideas, plans, drawings, or other materials communicated or exhibited by the Vendor) shall not impose any obligations on the City and shall not confer any rights on the Vendor.

Performance of Software. If the City determines that the Recreation and Parks Software System does not perform substantially in accordance with the functionality documented in the Proposal and demonstrated at the interview presentation, the City will include in the response the specific discrepancies. If the discrepancies are not resolved in 45 days to the City's satisfaction, the City has the option of terminating the Contract, returning the product and receiving a total refund for all monies spent with the Vendor.

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this ___ day of _____, 20___, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and COMPANY, (a California corporation, partnership, sole proprietor, individual), whose address is ADDRESS, (the "**Provider**"), in reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: _____ City staff issued a RFP on DATE and after a submittal period of NUMBER days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs

C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Provider desire to enter into an agreement for _____, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the ___ day of _____ 20___, and shall terminate on the ___ day of _____ 20___, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the Recreation and Parks Director, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The Recreation and Parks Director may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for the work under this Agreement is not to exceed \$_____.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation

will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

[(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence]

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, and Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sub lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other

documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Recreation and Park Department
2226 Santa Clara Avenue
Alameda, CA 94501
ATTENTION: Recreation and Parks Director
Ph: (510) 747-7529 / Fax: (510) 523-4071

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

[Provider Name]
[Department]
[Address]
[City, State, zip]
ATTENTION: [Title]
Ph: (xxx) [xxx-xxxx] / Fax: (xxx) [xxx-xxxx]

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with

U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

25. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

COMPANY

(A California corporation, partnership,
sole proprietor, individual)

CITY OF ALAMEDA

A Municipal Corporation

NAME
TITLE

Jill Keimach
City Manager

NAME
TITLE

RECOMMENDED FOR APPROVAL

Amy Wooldridge
Recreation and Parks Director

APPROVED AS TO FORM:

City Attorney

Michael Roush
Attorney