



REQUEST FOR PROPOSAL (RFP)

Website Redesign, Development, Implementation and Hosting Services

RFP Release Date: 7/21/2016

Proposal Submission Deadline: 8/18/2016

Jennifer Larkin

Administrative Services Coordinator

Fair Oaks Recreation and Park District

4150 Temescal Street

Fair Oaks, CA. 95628

jlarkin@fairoakspark.org

www.fairoakspark.org

(916) 966-1036

SECTION 1. PROJECT DESCRIPTION

The Fair Oaks Recreation and Park District, hereinafter called the “DISTRICT”, seeks proposals to redesign its current website and to provide website hosting services. The redesigned website will be the official website of the District, providing 24/7 services to residents, business and visitors. The website will maintain its current domain name of www.fairoakspark.org.

The District’s goal is to deliver an intuitive, welcoming, logical, graphically sophisticated, content-rich, cost-effective, and fully responsive website to our community and visitors by the end of 2016. In addition to an exceptional product, the District seeks an exceptional Consultant – one who is committed to delivering superior customer service - long after the website launch date and for the duration of the life of the website.

SECTION 2. BACKGROUND

The Fair Oaks Recreation and Park District has been serving the community of Fair Oaks since 1945. The District provides a wide range of recreation programming, including Special Events, Day Camps, Teen Programs and Trips, Adult Sports Leagues, Senior Activities, Youth Programs, Leisure Enrichment Classes, and year-round recreation programs. The District currently owns 123 acres of parkland, comprised of nine (9) developed parks. The District also owns/operates eight (8) facilities.

Current Website

The District contracts with a contract service provider for information technology services. Software and hardware is owned by the Fair Oaks Recreation and Park District. The current website is six years old. The District uses a variety of third party and custom software to provide services to the community. The table below lists the type and number of items currently on the District’s website.

Table 1: Content on Current Website

Content Type	Number of Items
Pages	130
Image Library	378
Documents	271
Calendar	189
News Feed	6
Job Postings	2
Staff Directory	1
Photo Album	0
FAQ	1
Total	978

Website Administration and Governance

Site administration is decentralized. The District does not have a dedicated, full-time website administrator. Instead, District departments have website “power users” that are responsible for posting information and maintaining department-specific information.

With the implementation of a newly redesigned website and content management system (“CMS”), website administration will remain decentralized. However, it is the expectation of the District that the new website’s CMS will be so simple and easy to use that all departments will be able to update content on a weekly, sometimes daily basis. As such, a simple and intuitive CMS is the primary goal and the primary evaluation criteria for this RFP.

Despite the District's desire to promote and enhance decentralized website administration with the implementation of the new website, the current part-time website administrator's role will be expanded to include website governance and enforcement of the District's style-guide – both of which will be developed by the District during the website implementation process.

SECTION 3. DELIVERABLES & BASIS FOR COMPENSATION

The District prepared a list of deliverables based on the scope of work that is consistent with the basis for compensation. The Consultant's proposal shall be a fixed monthly amount to perform the scope of services requested. The proposal fixed monthly amount and annual cost, shall be submitted in a separate, sealed envelope from the proposal. The District shall prepare the agreement for services, and payments to the Consultant will be monthly based on invoice. All proposals shall remain firm for ninety (90) days following closing date for receipt of proposals.

SECTION 4. PROPOSAL & SUBMISSION REQUIREMENTS

Modifications

Consultant shall provide a description of any modifications to the proposal scope of services that the Consultant believes shall improve the quality or effectiveness of services. The description should identify the impact on the agreement and cost that these modifications would have, if accepted.

Conflicts of Interest

The Consultant should identify any actual, apparent, perceived or potential conflicts of interest that may result from the performance of proposed services.

Insurance

The Consultant shall carry insurance, during the term of this agreement; as follows:

- Comprehensive general liability and property damage insurance policy in the amount of ONE MILLION DOLLARS (\$1,000,000) per occurrence. The District, its officers, agents and employees shall be named as additional insured in said policy. The Contractor shall file a certificate of said insurance with the District before commencement. Said insurance shall contain a clause prohibiting cancellation without (30) days advance notice to the District. A certificate of insurance showing compliance with these requirements shall be filed with the District.

Deadline and Delivery

For proposal submissions, please submit three (3) paper copies and one (1) electronic copy in PDF format, **prior to and no later than, 4:00 p.m. Thursday, August 18, 2016** to the address listed below. No faxes shall be accepted. Hard and soft copy proposals received after 4:00 p.m. Wednesday, August 18th. 2016 shall not be accepted.

Fair Oaks Recreation & Park District
Attn: Jennifer Larkin, Administrative Services Coordinator
4150 Temescal Street, Fair Oaks, CA 95628

The proposals fixed annual cost, shall be submitted in a separate, sealed envelope from the proposal. All proposals shall remain firm for 90 days following closing date for receipt of proposals. The Consultant must provide one original and three copies of the proposal at the time of submission.

For the email submission in PDF format, please indicate "Website RFP Submission – [Your Company name]"

in the subject line. You will receive a reply email confirmation from the RFP Coordinator, upon receipt of your emailed submission.

All other communications concerning this RFP must be submitted by email to the RFP Coordinator, Jennifer Larkin, who will be the sole point of contact for this RFP. The District is not responsible for delayed or lost e-mail, regardless of the cause. Consultant-initiated contact with anyone else in the District related to the RFP is expressly forbidden and may result in disqualification of the Consultant's proposal. Consultants are solely responsible for ensuring the proposal is received and readable by the District contact prior to the deadline.

The District will not pay any costs associated with the preparation, submittal, or presentation of any proposal. The District reserves the unilateral right to amend this RFP in writing at any time. The District also reserves the right to cancel or reissue all or any part of the RFP at its sole discretion.

Pursuant to the California Public Records Act, Government Code Section 6250 and following, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are subject to the California Public Records Act, and may be determined to be public records subject to disclosure, even if the Consultant claims confidential treatment.

Content

Proposals must be ordered, presented and labeled using the outline below. Failure to follow the specified format, to label the responses correctly, or to address all fifteen (15) sections of the outline below may result in the rejection of the proposal. Any information not meeting these criteria will be deemed extraneous and will not be factored into the evaluation.

Proposal Submission Outline

1. RFP Checklist
2. Letter
3. References
4. Minimum Site and Service Requirements
5. Content Management System ("CMS")
6. Project Timeline and Deliverables
7. ADA Compliance
8. Hosting Services
9. Security, Backup and Disaster Recovery Processes and Procedures
10. Training
11. Versioning and Updates
12. Customer Service
13. Annual Support and Maintenance
14. Service Agreement
15. Pricing Worksheet

Detailed Proposal Submission Requirements

1. RFP Checklist (see Attachment A)
Please provide completed RFP Checklist.
2. Letter
Please provide a standard business letter that briefly addresses or lists the following:

- a) A high-level statement of the Consultant's credentials to deliver the services sought under this RFP;
 - b) Consultant's legal entity name, Federal Employer Identification Number (EIN), and form of business (i.e. Corporation, LLC, etc.);
 - c) Identify if the Consultant is a subsidiary of a larger company. If so, whom?
 - d) Identify any mergers, acquisitions, or sales of the Consultant company within the last five (5) years (if so, provide an explanation providing relevant details);
 - e) Indicate whether Consultant or its parent company have any pending court cases, liens or financial judgments outstanding.
 - f) Identify whether Consultant has filed for bankruptcy or insolvency processing in the last ten (10) years;
 - g) Identify the location of company headquarters and office, which will support the implementation;
 - h) Identify all sub-Consultants responsible for providing any of the outlined requirements; and,
 - i) Ensure letter is signed by a company officer empowered to bind the Consultant to the provisions of this RFP and any contract awarded pursuant to it.
3. References
Please provide three (3) references, from similar clients, who have launched their website in the past 24 months and are currently using the Consultant's hosting services. For each reference, please provide the following information:
- a) Entity name;
 - b) Website "hard" launch date;
 - c) Website URL;
 - d) Client contact information (name, title, phone, and email); and,
 - e) Services provided and solutions implemented.
4. Minimum Site and Service Requirements (see Attachment B)
Please confirm Consultant's ability to provide the "Minimum Site and Service Requirements" listed in Attachment B. Please explain any exceptions to the Consultant's ability to provide these "Minimum Site and Service Requirements".
5. Content Management System ("CMS")
At minimum, please describe:
- a) Template system built into CMS;
 - b) How many template or design pages will be available to the District?
 - c) Whether the CMS has flexible templates and layouts;
 - d) How localization is supported;
 - e) Template editing and page creation;
 - f) Type of software documentation to be provided, e.g. manuals, knowledge base or community forums; and,
 - g) Whether the Consultant will be able to provide a demo or sandbox site to enable usability testing by District staff during the interview and presentation period for this RFP.
6. Project Timeline and Deliverables
Please provide:
- a) Description of the Consultant's implementation methodology and approach;
 - b) Project schedule that includes all tasks, deliverables, milestones, and resources (both Consultant and District staff required) during each phase of implementation; and,

- c) Typical project team structure and qualifications proposed by the Consultant for all phases of the project.
7. ADA Compliance
Please explain:
- The steps taken to identify and ensure ADA compliance.
 - Availability of accessibility support required by technologies like WAI-ARIA for screen readers.
8. Hosting Services
Please describe the proposed hosting services and associated ongoing service level commitments that ensure a high performing and availability website.
9. Security, Backup and Disaster Recovery Processes and Procedures
Please describe security, backup, version control, restore points and disaster recovery processes and procedures.
10. Training
Please describe your training plan and timeline. Be sure to address current and future training of both current and future employees of the District.
11. Software Versioning and Updates
Please describe Consultant's strategy for keeping the software and server(s) current with changing technology. Include software release and update frequency and procedures to perform updates.
12. Customer Service
Please describe ongoing support processes, procedures and methods. At a minimum, the description should identify hours of support, methods to access support, after-hours support, response time commitments, and escalation procedures.
13. Annual Support and Maintenance
Please provide explanation of the software license, Consultant's annual maintenance program including any warranties; software versioning and updates and custom development
14. Service Agreement and Insurance Requirements (see Attachment C)
The proposed legal agreement in Attachment A will serve as the basis for contract negotiations between the District and the selected Consultant. The final Scope of Work will incorporate, at minimum, the "Minimum Site and Service Requirements" included in Attachment B. Please submit a hard and soft copy of the Consultant's legal department's "redlined" changes.
15. Pricing Worksheet
The District is seeking a clear and comprehensive understanding of all costs associated with the planning, design, development, implementation, hosting, and ongoing maintenance of the proposed website and CMS software.

Unless explicitly stated otherwise, it will be assumed by the District that the following items are included in the Consultant's proposed pricing: software licensing, hardware, any 3rd party solutions, ongoing support and maintenance, and travel.

SECTION 5. SELECTION PROCESS AND SCHEDULE

The District will convene a panel to review each Consultant’s proposal individually for Commitment to Quality, Reputation/References, Scope of Resources, Added-Value, and Price. The District anticipates a panel interview with the most qualified firms.

Consultants may submit questions and comments to jlarkin@fairoakspark.org until 5:00 p.m. on Friday, August 5th 2016. The District will do its best to answer questions about the RFP as soon as possible. However, some questions may require input from District staff or other individuals, so your patience is appreciated. The District will submit answers to any outstanding questions no later than 3:00 p.m. on Wednesday, August 10th 2016. All questions and answers will be posted on the District’s website (www.fairoakspark.org/working-with-the-district/rfp). It is the responsibility of the Consultant to check for any updated comments to the page.

It is the District’s wish to have access to Consultants’ “sandboxes” or demo sites, in order to enable staff to do simple use case and usability testing during the interview and presentation period.

The District anticipates that interviews and presentations will be in person, last no more than two hours, and place considerable emphasis on the Consultant’s CMS.

After the final negotiations, the District will make a recommendation to the District Board of Directors regarding contract award. In the event that the District determines, in its sole discretion, that a satisfactory agreement cannot be entered into with the finalist Consultant, the District reserves the right to enter into contract negotiations with an alternative Consultant.

Submittal of a proposal does not guarantee that a Consultant will be invited to an interview nor does it obligate the District to purchase or contract for website and/or related services either now or in the future. In the event that no Consultant has submitted what the District deems to be an acceptable proposal, the District reserves the right to reject all proposals.

The District’s proposal evaluation criteria is outlined above. Only Consultants that have submitted the complete package of Proposal Submission Requirements, in the format requested and with all associated questions answered, will be considered by the proposal evaluation committee, which will consist of District staff, potentially one (1) community member and a representative from the District’s contract IT provider.

Table 2: RFP Evaluation Criteria

Evaluation Criteria	Weight
Ease of use of CMS	40%
Hosting services; security backup and disaster recovery processes and procedures; and, versioning and updates	20%
Customer service and support; training	20%
Scope of changes to proposed contract	10%
Pricing	10%

Schedule

07/21/2016 Release of Request for Proposal
 08/05/2016 Last day for requests for clarification/questions. Requests received after 3:00 p.m. on this date will not receive a response. All requests for clarification and responses will be shared

with all Consultants via posting on the District’s website (www.fairoakspark.org/working-with-the-district/rfp).

- 08/18/2016 Sealed bids/proposals are due by 3:00 p.m.
- 08/23/2016 Notification of finalist(s) via email
- 08/29/2016 Interviews/Presentations from finalists (Week of Aug 29 through Sept 2)
- 09/21/2016 Presentation of Selection to Board of Directors
- 09/22/2016 Anticipated Contract Award Date (No later than September 30)
- 10/01/2016 Planning, Testing, Training, Implementation
- 01/02/2017 Go Live

SECTION 6. ADDITIONAL INFORMATION

The District reserves the right to:

- Reject any and all proposals, or any part thereof;
- Waive any informality in the proposals; and
- Accept the proposal that best meets the District needs.

All completed work becomes the property of the District.

Attachment A – RFP Checklist

A soft copy of Attachment A is available on the District’s website at <http://fairoakspark.org/working-with-the-district/rfp/>

Proposal for the Fair Oaks Recreation and Park District’s Website Redesign, Development, Implementation and Hosting Services

Vendor’s Company Name:	
Vendor’s Address:	
Primary RFP Contact:	

RFP Contact's Phone Number:	
RFP Contact's Email Address:	

The following Proposal Submission Requirements are included in this proposal (Please check all that apply):

- Letter
- References
- Minimum Site and Service Requirements
- Content Management System ("CMS")
- Project Timeline and Deliverables
- ADA Compliance
- Hosting Services
- Security, Backup and Disaster Recovery Processes and Procedures
- Training
- Versioning and Updates
- Customer Service
- Annual Support and Maintenance
- Legal Agreement
- Pricing Worksheet

Jennifer Larkin
 Administrative Services Coordinator

Date/Time Stamp Jennifer Larkin

Attachment B – Minimum Site and Service Requirements

A soft copy of Attachment B is available on the District' website at <http://fairoakspark.org/working-with-the-district/rfp/>

At minimum, the vendor will deliver to the District a new, fully operational website based upon the following requirements:

Design, layout and content publishing

1. Fully responsive design, with built-in support for viewing on devices and displays of various resolutions and sizes, including:
 - a) Navigation elements and links adapt to device view, via device-friendly menus, accordions, in portrait and landscape orientations
 - b) Support tap-based input/linking and swiping (e.g., no hover based navigation on devices)
 - c) Support high resolution screens such as retina display
 - d) Device-optimized responsive templates that are laid out and readable on small screens, vs merely reducing pages
 - e) Built in optimization and sizing of uploaded images, to serve device-appropriate media
2. Support for editable, configurable banner sliders, carousels, gallery grids, and similar visual displays, on any page in the site, natively or via 3rd party code libraries. Features include:
 - a) Unlimited slides

- b) Control over timing, transitions, duration
 - c) Editable text/overlays
 - d) Video support (as backgrounds or inline or via popups)
 - e) Examples of such functionality include Layer Slider, Revolution Slider, etc.
3. Fully editable emergency banner, including support for HTML, links, and images, with show/hide/dismiss toggle.
 4. Spell-check and grammar correction functionality
 5. RSS and news feeds
 6. Dropdown menus and mega-menus, i.e., support for editable, full-width, multi-column menus including custom HTML/CSS support and imagery.
 7. Ability to add/edit/update pages and content by unlimited number of employees – enabling each department to update its own portion of the site – with no need for special technical knowledge or skills
 8. Built-in support for customizable templates and template objects
 - a) Customize layouts via row and columns.
 - b) Pre-existing layouts
 - c) Duplicate/copy existing layouts to other pages
 - d) Set of insertable objects/blocks such as
 1. Text block
 2. Separator
 3. Social media plugins (e.g., Facebook like, Google+, Pinterest, Tweetmeme)
 4. Single image
 5. Captions
 6. Image gallery
 7. Tabs
 8. Accordion
 9. Icon
 10. Button
 11. Call to action
 12. Video player
 13. Google Maps
 14. Raw JS
 15. Raw HTML
 16. Empty Space
 17. Custom Heading
 18. Forms
 9. Allow content editors flexibility in determining size and position of page features such as photographs
 10. Enable staff to post various file types on web pages for viewing and/or downloading (e.g. xls, .tif, .bmp, .jpg, .pdf, etc.)
 11. Ability to create and manage document galleries and/or create a taxonomy with categories and tags in order to organize and publish documents according to subject matter

Navigation and responsive support

12. Capable of viewing from all major operating systems (i.e. Windows, OSX, iOS, Android, etc.)

13. CMS interface works in standards-compliant browsers on major operating systems (Chrome, Safari, IE, Firefox, on Windows, OS X and Linux)
14. Ability to add, change, and/or delete links between pages and/or to other websites as needed, with no vendor intervention required
15. Ability to reorganize content to different sections of the website/intranet without manually changing content links. For example, if a page was moved, the site map would update automatically (including a 301 redirect from the original page).
16. Automatic replication of navigation and menu changes to all related pages with no additional data entry
17. Consistent navigation on all pages, with the ability to change the delivered menus or navigational tools by District as needed

SEO/Search

18. Robust search capability (i.e. Google or similar look, feel and functionality). Includes:
 - a) ability to do keyword searches of the content included in PDFs and standard Microsoft office documents
 - b) Predictive query completion/suggestions
 - c) Suggested links
19. Support for custom, canonical URLs which are fully editable with built-in adaptation/redirects to new URLs when modified.
20. Full access to meta data whereby content editor may access the "back-end" of a post or page and be able to change a variety of information including: page titles, page URLs, no index, Meta descriptions, and URL redirects.
21. Built-in SEO optimized site structure with included features such as those found in plugins like Yoast SEO for WordPress (<https://yoast.com/wordpress/plugins/seo/>)
22. Ability to have non-live pages masked from Search

Workflow/Governance

23. "Workflow" or "access control lists" to manage users with different levels of access. For example, "role based permissions" ensure only certain employees can "publish" or have access to specific sections.
24. Workflow that includes various statuses. For example, a "pending review" status that generates an email to an approver prior to publishing. Other statuses may include, "draft", "published", "unpublished", "pending review", etc.
25. The CMS handles file storage to maintain historical, existing and future records, press releases and with version control
26. Provide comprehensive audit capability to see who is modifying what and when
27. Support for scheduled publishing of pages at future date and time
28. Support for versioning and indexing of content to meet legal and policy-based records retention and retrieval requirements
29. Provide the ability to archive outdated documents and images

Integrations/API

- 30. CMS has the ability for users to paste in the needed code for 3rd party vendors, e.g. email providers
- 31. Ability to integrate with an email service provider such as Constant Contact or MailChimp.
- 32. Support for extensibility or API access to the CMS through custom programming, 3rd party add-ons, or plugins, including developer documentation and “How To” guidelines
- 33. Ability to link and interface with the third party applications listed in Attachment D.
- 34. Social media integration (Facebook, Twitter, Instagram, Nixle, Pinterest) - News stories can be posted to one or more Twitter feeds, Facebook pages, and/or other social media as they are posted to our website
- 35. Integration with Google Translate (for one-click website translation), Tag Manager, Analytics and Site Search.

Calendars

- 36. Support a districtwide master calendar and sub-calendars that include events, meetings, holidays, etc. The calendars should allow management from a main calendar and allow for embedding across the website by content/subject matter category. (Example: Embed only scheduled council meetings on council page)

Requirements

- 37. Interactive calendar and the ability to support calendaring via iCal or similar technology. Will allow user to import event into own calendar application such as Outlook.
- 38. Calendar should have the ability to be searchable, share events on social media, have category filters, have locations (with maps), and include images
- 39. User ability to sign up for and manage several District related subscriptions

Other services, features and functionality

- 40. Ability to meet and conform to ADA, Section 508, WCAG and WAI-ARIA accessibility standards
- 41. Basic maintenance reports. For example, CMS has ability to show/report pages with broken links.
- 42. Knowledge base and/or community support forums (public facing to the citizens, separate from the ones provided to the District)
- 43. Print css file offering printer-friendly page capability
- 44. Allow CMS to be accessible via external access - outside of District's internal network.
- 45. Quality assurance and technology transfer to include final checking and stress testing of the complete site
- 46. Full access to the source code
- 47. Dedicated project manager as single point of contact for duration of the implementation by phone, email, and online meeting/video chat, with SLA (service level agreement) for response time and resolution process.

Attachment C – Consultant Services Agreement Agreement Template

FAIR OAKS RECREATION AND PARK DISTRICT
CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into this **DATE**, by and between the Fair Oaks Recreation and Park District, a public District (“District”) and **CONSULTANT NAME**, a California corporation (“Consultant”), who agree as follows:

1. **Scope of Work.** Consultant shall perform the work and render the services described in Exhibit A, attached hereto and incorporated herein (the “Work”). Consultant shall provide all labor, services, equipment, material and supplies required or necessary to properly, competently and completely perform the Work. Consultant shall determine the method, details and means of doing the Work.
2. **Payment.**
 - a. In exchange for the Work, District shall pay to Consultant **FEE’S OUTLINED**. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by District. Consultant’s fee shall include all of Consultant’s costs and expenses related to the Work.
 - b. Upon completion of the Work, Consultant shall submit to District an invoice for the Work performed. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.
3. **Term.**
 - a. This Agreement shall take effect on the above date and continue in effect until **DATE**, with the ability to renew for a maximum of one (1) additional year, unless sooner terminated as provided below. Time is of the essence in this Agreement. Consultant shall perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.
 - b. This Agreement may be terminated at any time by District upon **60** days advance written notice to Consultant. In the event of such termination, Consultant shall be fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this subsection shall not include any cancellation or demobilization charges or lost profit associated with the expected completion of the Work or other such similar payments relating to Consultant’s claimed benefit of the bargain.
4. **Professional Ability of Consultant.** Consultant represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Consultant’s training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Consultant shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Consultant’s field.
5. **Conflict of Interest.** Consultant (including principals, associates and professional employees) represents and acknowledges that (a) it does not now and shall not acquire any direct or indirect investment, interest in real property or source of income in the area covered by this Agreement or that would be affected in any manner or degree by the performance of Consultant’s services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree and acknowledge that Consultant is not a designated employee within the meaning of the Political Reform Act and District’s conflict of interest code because Consultant will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Consultant possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

6. **Consultant Records.** Consultant shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to charges for services, expenditures and disbursements charged to District for a minimum period of three years (or for any longer period required by law) from the date of final payment to Consultant under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.
7. **Ownership of Documents.** Every report, study, spreadsheet, worksheet, plan, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared by Consultant under this Agreement and provided to District (“Work Product”) shall be the property of District, and District shall have the right to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Consultant or any other party. Consultant may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Consultant shall not provide any Work Product to any third party without District’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Consultant may copyright the same, except that, as to any Work Product that is copyrighted by Consultant, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Consultant harmless against all claims, damages, losses and expenses arising from such reuse or modification. For Work Product provided to District in paper format, upon request by District, Consultant agrees to provide the Work Product to District in an appropriate and usable electronic format (e.g., Word document, Excel spreadsheet, AutoCAD file).
8. **Compliance with Laws.**
 - a. Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Consultant also shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. In accordance with California Code of Regulations title 13, section 2022.1, Consultant shall comply with all federal, state and local air pollution control laws and regulations applicable to the Consultant and its Work.
 - b. The parties acknowledge that certain design and preconstruction phases of construction (e.g., inspection and land surveying work) may constitute “public works” subject to the prevailing wage and other requirements of the California Labor Code. (Labor Code section 1720(a).) If Consultant performs design and preconstruction work under this agreement within the meaning of section 1720(a), then Consultant agrees that it will comply with the Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code. (See Labor Code division 2, part 7, chapter 1 (sections 1720-1861).) Consultant further acknowledges that the failure to pay prevailing wage rates when required may result in a penalty of back wages and \$50/day for each worker paid less than the applicable prevailing wage rates, and that the failure to pay overtime and comply with applicable hours of work limitations may result in a penalty of back wages and \$25/day for each affected worker.
9. **Indemnification.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel approved by District), protect, and hold harmless District, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of, pertaining to, or relating to Consultant’s or its employee’s, agent’s or subcontractor’s negligence, recklessness or willful misconduct, except where caused by the sole negligence or willful misconduct of District or as otherwise provided or limited by law. Consultant’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10. Insurance.

- a. Types & Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$1,000,000 per occurrence & \$2,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$1,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers' compensation	statutory limits	
Employers' liability	\$1,000,000 per accident	

- b. Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Consultant's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Consultant's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days' prior written notice to District. Insurance is to be placed with insurers with a current A.M. Best's rating of A-:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable.
- c. Proof of Insurance. Upon request, Consultant shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

11. **State Audit Contingency.** This section applies if payments under this Agreement will exceed \$10,000. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the State Auditor General for three years following final payment under the Agreement.

12. **Entire Agreement.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

13. **Independent Contractor.** Consultant's relationship to District is that of an independent contractor. All persons hired by Consultant and performing the Work shall be Consultant's employees or agents. Consultant and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Consultant shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Consultant's employees. Consultant shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board or other federal or state District concerning Consultant's independent contractor status.

14. **Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of District.

- 15. **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.
- 16. **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.
- 17. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal District court where District’s office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.
- 18. **Notice.** Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

District: Maureen Zamarripa, Administrator Fair Oaks Recreation and Park District 4150 Temescal Street Fair Oaks, CA 95628	Consultant: NAME & ADDRESS
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Any party may change its address by notifying the other party of the change in the manner provided above.

FAIR OAKS RECREATION
AND PARK DISTRICT

CONSULTANT NAME

By: _____
Maureen Zamarripa
District Administrator

By: _____
NAME
TITLE