



REQUEST FOR PROPOSALS

#RFP-2025-01

PROJECT: SHAREPOINT DESIGN AND IMPLEMENTATION PROJECT

The Authority is issuing this Request for Proposals for implementation services of an enterprise intranet solution using Microsoft SharePoint Online.

PROPOSALS DUE: FRIDAY, FEBRUARY 14, 2025 by 5PM PACIFIC STANDARD TIME

Request for Proposals

SharePoint Design and Implementation Project

BACKGROUND & SCOPE OF WORK

PURPOSE OF REQUEST FOR PROPOSALS

The Santa Clara Valley Open Space Authority (Authority) is soliciting proposals from qualified consultants to provide the design, implementation, and file migration services of an enterprise intranet solution using Microsoft SharePoint Online.

AGENCY BACKGROUND

The Authority is an independent special district created on February 1, 1993, by an act of the Legislature and is governed by a seven-member elected board of directors. The Authority serves a large portion of Santa Clara County by protecting sensitive lands, preserving natural communities, and managing open space. The Authority of under 100 staff members has preserved over 30,000 acres, which include four preserves with over 30 miles of trail. Activities on the preserves include hiking, cycling, horseback riding, and nature study.

PROJECT BACKGROUND

The Authority would like to expand its current use of Microsoft's cloud products to adhere to the agency's long term IT strategic plan. Deployment of Microsoft's products has been planned in several phases. Phase 1 was the implementation of Microsoft Office 365, migrating the agency's email server from Google Workspace to Exchange Online in December 2018.

Phase 2 of the project is the implementation of SharePoint online for Intranet and collaboration functionality at the agency. The Authority wants to implement SharePoint with an eye towards establishing best design and governance practices that will support wide adoption of SharePoint by staff.

The Authority currently utilizes an on-premise file server as well as cloud storage platforms such as Microsoft 365's OneDrive to house their work. Shortly after the completion of Phase 1, some SharePoint sites were inadvertently created due to the creation of Teams groups but staff has continued to use these sites in limited capacity.

As the Authority transitioned to a more collaborative and mobile work force post pandemic, the need for an accessible file sharing and storage platform in the cloud managed with established standards and best practices has become ever more prevalent. Currently, there are no standards or written workflows on how to manage and organize files and folders, provide appropriate permissions and access to both internal staff and external partners, and how to manage and archive files.

Phase 2 will encompass a redesign of the Authority's current SharePoint environment, partial migration of on-premise files to the cloud, establishment of archiving best practice for remaining on-premise files worth several terabytes, and training to staff on SharePoint maintenance.

OBJECTIVES

Specific objectives include:

- Improve and redesign the Authority's SharePoint with focus on security, ease of site maintenance, and workflow improvements, while maintaining sustainable cost
- Migrate active on-premise file server files to SharePoint or develop or provide tools for staff to migrate on-premise files to SharePoint post-deployment
- Improve and expand collaboration capabilities among Authority staff and with external agencies
- Provide staff tutorial and documentation on using the new SharePoint as well as system documentations for IT staff
- Obtain agencywide adoption among Authority staff usage
- Create an internal helpdesk system or have an ability to integrate SharePoint with an out-of-the-box helpdesk solution

SCOPE OF WORK

Consultant will create and manage a detailed project plan and provide ongoing progress reporting.

Project tasks include but are not limited to:

Discovery & Analysis

Consultant will review, assess, and provide a detailed report on agency's "current state of SharePoint and on-premise file server" resulting in recommendations to design and implement an improved SharePoint and migrate files from the on-premise file server to SharePoint.

- Review existing Microsoft 365 Environment (SharePoint Online, Teams, etc)
 - Site Architecture
 - Review SharePoint site layout
 - Review department sites
 - Information Architecture
 - Review folder and file naming convention and folder structure
 - Review document management
 - Review file version control
 - Security
 - Review how folders and files are shared across internally and with external agencies
 - Review user permissions, group and roles permissions, and external user permissions
 - Review SharePoint groups and roles
- Conduct surveys of user experience to capture details about content and other relevant insights pertaining to adoption

- Review on-premise file server design
 - Review folder/file permissions on current on-premise file server in preparation for migration to SharePoint
 - Evaluate technology requirements in order to perform migration

- Identify potential technical problems or barriers for:
 - Site Architecture
 - SharePoint Modernization
 - Information Architecture
 - Change Management
 - Security
 - Licensing

- Provide estimated 5-year storage size and cost estimates for maintaining SharePoint
 - Calculate and deliver a detailed report on the projected storage cost of SharePoint for the next five years
 - Recommend SharePoint site storage size quotas for each department site

Configuration, Solution Validation, and Deployment

Consultant will configure the solution in the Authority's O365 tenant. Upon completion of all configuration activities, User Acceptance Testing will be completed by a selected group of Authority staff to declare the solution ready for deployment.

- Site Architecture
 - Improve SharePoint site layout
 - Create SharePoint home page
 - Create SharePoint site templates
 - Create structured department sites
 - Integrate general calendar on home page
 - Create an internal helpdesk system

- Information Architecture
 - Create policy for folder and file structure convention
 - Create policy for folder and file naming convention
 - Create policy for document management
 - Create policy for file version control
 - Implement SharePoint and Teams integration

- Security
 - Create policy on how to securely share folders and files across internal and external agencies to prevent accidental leakage or inheritance of folders and files
 - Create proper group & roles permissions involving internal and external users
 - Create policy to prevent specific users or groups from downloading folders and files
 - Implement audit tracking and logging of user activity
 - Implement alert to monitor suspicious activity

File Migration to SharePoint

- Migrate folders and files to newly configured SharePoint while keeping intact user permissions on those items
- Provide a software or tool to help staff migrate folders and files post-deployment
- Perform quality assurance on the folders and files migrated to SharePoint to ensure files have migrated successfully

Training and Documentation

Consultant will identify and provide training materials such as documentation and/or videos to end users to support day-to-day use of SharePoint as well as internal system documentation to IT staff. Consultant is expected to provide in-person, or live or recorded video training on topics including but are not limited to:

- Showing staff on how to create folder and files in accordance with standardized file naming policy, how to share folder and files with staff and external agencies, how to recover folder and files via version control, etc.
- Showing IT staff on how to manage the SharePoint sites, how to properly create SharePoint sites, how to properly assign internal and external users to group & roles to grant the correct permissions, how to archive SharePoint sites, how to manage the internal help desk system, etc.

At minimum, Consultant will provide documentation to the following topics:

- Documentation for staff on how to properly create folder and files in accordance to the standard naming policy
- Documentation for staff on how to properly share folder and files with staff and external agencies to prevent accidental leakage of information and inheritance
- Documentation for staff on how to properly recover folder and files via version control
- Documentation for IT staff on how to manage the SharePoint sites
- Documentation for IT staff on how to properly create SharePoint sites
- Documentation for IT staff on how to properly assign internal and external users to group & roles to grant the correct permissions
- Documentation for IT staff on how to archive SharePoint sites
- Documentation on how to manage the internal helpdesk system

Project Management

- Meeting specified deadlines and deliverables within the agreed-upon timelines
- Engaging in weekly and as-needed touchpoints either by e-mail, Microsoft Teams or phone, to provide status updates

SUBMISSION, REVIEW & SPECIAL CONDITIONS

REQUIRED INFORMATION

1. Implementation pricing must be submitted on a deliverable and “milestone” basis. For implementation services under a milestone arrangement, the vendor shall charge a fixed amount for the completion of major milestones. Vendors are to provide all work effort and assumptions used to calculate the fixed fee for each deliverable and milestone.
2. Provide project timeline and milestones in order to complete project in timely manner.
3. A detailed description specifying the consultant’s approach to completing the project tasks and deliverables.
4. A detailed description of consultant’s experience in designing and deploying SharePoint Online to agencies similar to the Authority.
5. A list of at least three (3) clients (include names of contact persons, telephone numbers, brief description of the work performed) for whom the consultant has performed services similar to those required by this RFP.
6. Review sample contract and provide a statement that indicates agreement to its terms including the insurance requirements. (See Attachment A.)
7. Disclose if the firm will have consultants available during the agency’s business hours.
8. Disclose if the firm will use sub-contractors.
9. Disclose if the firm will use off-shore consultants.

PREPARATION OF RESPONSES

All responses to the items in the REQUIRED INFORMATION section must be answered fully and must be able to be substantiated by the vendor.

KEY DATES*

Event	Tentative Date
Request For Proposals Issuance	January 17, 2025
Last Day to Submit Questions	January 31, 2025
Final Addenda Issued	February 7, 2025
Proposals Due	February 14, 2025
Evaluation Period	February 18-28, 2025
Vendor Interviews	Week of March 3, 2025
Award Bid	April 24, 2025

* Dates subject to change

SUBMISSION OF RESPONSES

Proposals must be delivered by email (with attachments, if any) to the following email address: proposals@openspaceauthority.org, with the following language in the subject line of the email “Attention: RFP-2025-01 re: SharePoint Project”

The Authority cautions vendors to assure actual delivery of emailed responses directly to the address noted above by the established deadline. File attachments recommended to be under 10MB; emails with attachments greater than 20MB may not be successfully delivered. A response received by the Authority after the established deadline will not be considered.

Proposals will be received only at the email address identified above. All proposals must be received by email only by the Authority prior to 5:00 p.m. February 14, 2025.

A. Email ONLY. Mail and facsimile responses will not be considered. Proposals will NOT be accepted via fax, mail, or by courier. Late responses will not be considered. Vendors shall have sole responsibility for delivery of responses on time and to the proper email address.

B. Response Format:

To facilitate the analysis of responses to this Request for Proposals, vendors are required to prepare their responses in accordance with the instructions outlined in this section. Vendors whose responses deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the Authority.

Responses should be prepared as simply as possible and provide a straightforward, concise description of the consultant's capabilities to satisfy the requirements of this Request for Proposals. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures and tables should be numbered and clearly labeled. No page limit, however, responses should be comprehensive, succinct and direct. Font size should be no less than 11 points.

The responses should be organized into the following major sections:

1. COVER AND EXECUTIVE SUMMARY

The proposal should include a title page with the RFP name, name of the proposer, address, telephone number, the date, and a Table of Contents. The executive summary should be limited to a brief narrative (less than 3 pages) summarizing the proposal.

2. DESCRIPTION OF PROPOSED SERVICES

This section of the proposal should include a general discussion of the Consultant's overall understanding of the project and the scope of work proposed.

Proposal must address each of the tasks requested in the scope of work described above, and any additional tasks that may be necessary to accomplish the stated goals. The response should provide descriptions for how the consultant intends to complete the work.

a. Discovery and Analysis

a. Consultant should explain the discovery and analysis process and how to identify any technical requirements needed i.e. licenses, hardware, or other products not included in any of the Consultant's proposed solutions for project completion.

b. Implementation

a. Consultant should provide a brief overview of estimated project timeline and milestones for the projection completion.

b. Explain how integration with Office 365 products may occur during implementation.

c. Migration

- a. Explain the plan and process for migration. Propose a timeline and extent of staff participation in the migration of data
- d. Training
 - a. Provide an overview of proposed training plan

The Authority prefers consolidated and comprehensive services for the entire scope of services.

3. PROPOSED FEE SCHEDULE

The consultant must include pricing for all proposed services and include a breakdown of costs (by deliverable).

Implementation pricing must be submitted on a deliverable and “milestone” basis. Please identify major milestones as part of the project. It is required that costs be invoiced upon completion of major milestones. All pricing must be submitted as fixed by milestone. Costs listed as “to-be-determined” or “estimated” will not be scored. Proposers must submit implementation costs as fully loaded rates that include all costs and expenses, except travel. By submitting a proposal, all proposers acknowledge that all pricing must be a fixed fee or included in the implementation milestones.

Please also disclose if your firm will use sub-contractors and/or offshore consultants for the project.

Please provide any travel and expenses allowances, if any.

The Authority is also interested to receive pricing on post-deployment support. Please provide description of support services and respective pricing separate from project milestones.

4. DESCRIPTION OF EXPERIENCE

The consultant must provide a description of experience, including detailed descriptions of consultant’s experience in designing and implementing SharePoint with client specifications and migrating on-premise folders and files to SharePoint. Please do not include information on projects that are not similar in scope and character to the scope of work described in this RFP. Samples of past client work related to the project is strongly recommended.

5. CLIENT REFERENCES

Firms should provide a list of at least three (3) clients (include names of contact persons, telephone numbers, brief description of the work performed) for whom the firm has performed services similar to those required by this RFP.

6. STATEMENT OF AGREEMENT WITH TERMS OF CONTRACT

The consultant must provide a statement that indicates agreement to the terms of the contract including an agreement to meet the insurance requirements.

- C. No Deviation: Any deviation from the requirements listed below may result in the response being considered non-responsive, thus eliminating a vendor from further consideration.

SELECTION CRITERIA

Proposals will be evaluated by Authority Staff and recommended to the Authority's Board of Directors for approval. Proposals will be evaluated for completeness of response and quality of response; the extent to which the Vendor's proposal fulfills the Authority's stated requirements as set out in the RFP; proposed fees and rates; relevant experience, and previous client satisfaction. Staff may conduct in-person interviews as part of the selection process. The Board of Directors will award the contract to the most responsible and qualified bidder, which is defined as the bidder that the Board of Directors deems best fits the needs of the service contractor or meets the following criteria:

- Experience of the Vendor including past performance of firm on contracts of similar size and scope.
- Experience and qualifications of personnel employed by the vendor.
- Demonstrated understanding of the scope of the service.
- Best overall financial return to the Board of Directors on the contract.
- A responsible Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, and experience to satisfactorily perform the work required.

The Authority may reject all nonconforming, non-responsive, or conditional proposals, and may waive any minor informalities or irregularities in any proposal and at the Authority's sole discretion. The Authority's Board of Directors may reject all proposals.

ADDENDA

Authority will post any addenda on Authority's website. Consultants shall be responsible for ensuring that all addenda are included in their responses.

REJECTION OF RESPONSES

The Authority may reject any proposal if:

1. The consultant/vendor fails to respond to the RFP Required Information, or otherwise comply with the format and submission required set forth in this RFP, or
2. The consultant/vendor misstates or conceals any material fact in the response.

The Authority may reject all nonconforming, non-responsive or conditional proposals, and may waive any minor informalities or irregularities in any proposal and at the Authority's sole discretion.

VENDOR QUESTIONS

Any questions about this RFP shall be submitted in writing to proposals@openspaceauthority.org on or before January 31, 2025. Agency will post written responses to questions and email answers to vendors/consultants no later than February 7, 2025. Responses may be posted incrementally as received.

PUBLIC RECORDS LAW

Pursuant to the California Public Records Act (California Government Code Section 6250 and following), public records are open to inspection at all times during the office hours of the Authority and every person has a right to inspect any public record or request copies of public records. All submitted responses are public records and are subject to public disclosure pursuant to the California Public Records Act.

ACCEPTANCE

Submission of any response indicates acceptance of the conditions contained in this Request for Proposals.

RESPONSE COSTS

Those submitting responses do so entirely at their own expense. The Authority will not be responsible for reimbursement to any individual or firm for any costs incurred in preparing or submitting responses, providing additional information when requested by the Authority, or for participating in any selection interviews or meetings.

NON-DISCRIMINATION

No person shall be excluded from participation in, denied any benefits or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age (over 40), military and veteran status of any person, or any other non-merit factor unrelated to job duties and protected by law.

List of Attachments

Attachment A –Contract Template

CONTRACT FOR SERVICES

THIS AGREEMENT is entered into between the Santa Clara Valley Open Space Authority (hereinafter “Authority”) and [INSERT NAME] (hereinafter “Contractor”) and sets forth the terms of this Agreement. Authority and Contractor are collectively referred to as the “Parties.” This Agreement is effective upon full execution of this Agreement by the Parties. In consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California, the parties agree as follows:

1. Scope of the Agreement

During the term of this Agreement, Contractor shall provide the [(OPTION 1) services set forth in the Scope of Work, attached hereto as Exhibit A and hereby incorporated by reference. However, if any provision or term of Exhibit A conflicts with any provision or term of this Agreement, the provisions and terms of this Agreement shall prevail and supersede any inconsistent provisions or terms in Exhibit A. (OR OPTION 2) following services: .]

2. Documents, Materials and Records Property of Authority

All documents, materials, and records of a finished nature, including but not limited to final plans, specifications, video or audio tapes, photographs, computer data, software, reports, maps, electronic files and films, and any final revisions, prepared or obtained in the performance of this Agreement (collectively “work product”), shall be delivered to and become the property of Authority without restriction or limitation on their use. All documents and materials of a preliminary nature, including but not limited to notes, sketches, preliminary plans, computations and other data, and any other material referenced in this section, or prepared or obtained in the performance of this Agreement, shall be made available, upon request, to Authority at no additional charge and without restriction or limitation on their use. Upon Authority’s request, Contractor shall execute appropriate documents to assign to the Authority the copyright or trademark to work product created pursuant to this Agreement. Contractor shall return all Authority’s property in Contractor’s control or possession immediately upon termination.

3. Payment

a. Payment for Services. [(OPTION 1) Authority shall pay for services and reimbursable expenses in a total amount of \$ _____ upon completion of the services to the satisfaction of Authority and delivery of the work product. (OR OPTION 2) Authority shall pay for services performed in accordance with this Agreement according to the fee schedule and any reimbursable expenses contained in Exhibit B. Contractor shall invoice Authority monthly. (OR OPTION 3) Authority shall pay for services performed in accordance with this Agreement at an hourly rate of \$ _____, and reimbursable expenses in the amount of \$ _____. Contractor shall invoice Authority monthly.]

b. [(OPTIONAL PROVISION IN LIEU OF REIMBURSIBLE EXPENSES ABOVE) Reimbursement of Expenses. All expenses incurred as part of this Agreement will be reimbursed at actual cost.]

c. [THIS IS AN OPTIONAL NOT TO EXCEED PROVISION TO ADD TO OPTIONS 2 AND 3 SET FORTH ON SUBSECTION a.] Maximum Payment. Contractor agrees that fees and any reimbursable expenses to complete the services promised under this Agreement shall not exceed a maximum of \$_____.

d. Audit of Records. Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements, and other cost items charged to Authority or establishing the basis for an invoice, for a minimum of four (4) years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow an Authority representative to inspect, examine, copy, and audit such records during regular business hours upon 24 hours' notice.

4. Time for Performance

Contractor's work shall be scheduled and performed to meet agreed-upon deadlines. The term of this Agreement shall end [(OPTION 1:) on or before [INSERT END DATE], unless abandoned as provided in section 5 below. The time for performance may not be extended without Authority's express written approval. (OR OPTION 2:) when the services described herein are completed, unless abandoned as provided in section 5 below.]

5. Standard of Performance

Services shall be performed by Contractor in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of Contractor's profession currently practicing in California.

6. Abandonment of Project

Authority shall have the right to abandon or indefinitely postpone ("abandonment") the project that is the subject matter of this Agreement and the services hereunder, or any portion thereof, at any time. In such event, Authority shall give written notice of such abandonment. In the event of abandonment prior to completion of the project, Contractor shall cease work immediately. All charges incurred up to the time of notice of abandonment, together with any other charges outstanding at the time of termination, shall be payable by Authority within 30 days following submission of a final statement by Contractor and shall be considered as full payment due hereunder. However, Authority may condition payment of such compensation upon Contractor's delivery to Authority of any or all work product generated by Contractor pursuant to this Agreement.

7. Contractor as Independent Contractor

At all times during the term of this Agreement, it is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be an independent contractor and shall not be an employee of Authority. It is agreed that Authority is interested only in the results obtained and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Authority shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Authority shall not have the right to control the

means by which Contractor accomplishes the results required under this Agreement. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation, and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of Contractor's employees, including compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates, subcontractors, agents, and employees. Contractor is responsible for all insurance and all taxes, charges, fees, benefits, or contributions required to be paid or withheld on behalf of Contractor, including, but not limited to, compliance with social security, withholding, and all other regulations governing such matters. Contractor is not entitled to any employee benefits. Contractor shall exonerate, indemnify, defend, and hold harmless Authority (which shall include, without limitation, its officers, agents, employees and volunteers) from and against any and all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

8. Non-Discrimination

During and in relation to the performance of this Agreement, Contractor agrees as follows. Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, sexual orientation, age (over 40), military and veteran status of any person, or any other non-merit factor unrelated to job duties and protected by law. Contractor shall not discriminate on the basis of the above characteristics against any employee or applicant for employment who has, perceives he or she has, or is associated with a person who has, or is perceived to have any of the above characteristics. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, sexual orientation, age (over 40), military and veteran status of any person, or any other non-merit factor unrelated to job duties and protected by law. Such action shall include, but not be limited to, the following: employment, terms, conditions or privileges of employment, promotion, demotion or transfer, recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Furthermore, Contractor shall include this requirement in any and all sub-contracts it enters into in any way related to this Agreement. Nothing in this section shall prohibit Contractor from applying a bona fide occupational qualification, or any other exception established by the California Fair Employment and Housing Act under Government Code § 12940.

9. Indemnification

- a. Contractor agrees to indemnify, hold harmless, defend and protect Authority, its directors, officers, officials, employees, agents and invitees, from and against any and all claims, losses,

damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever arising out of, pertaining or relating to the negligence, omission, recklessness or willful misconduct of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the Services or in any way related to activity conducted by Contractor, except for any such claim resulted from the sole negligence or the intentional and willful misconduct of Authority, its officers, directors, agents or employees. The provisions of this section shall survive the termination or expiration of this Agreement. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- b. The provisions of this section shall survive the termination or expiration of this Agreement.

10. Insurance

- a. Contractor shall procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with California-admitted insurance companies licensed to do business in the State of California, which are rated at least "A" or better by A.M. Best Company and which are acceptable to Authority:
 - i) If Contractor has and will have employees during the term of this Agreement, Workers' Compensation Insurance as required by law with limits of \$1,000,000;
 - ii) Comprehensive or Commercial General Liability Insurance, which shall be occurrence coverage, in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, combined single limit, including coverage for (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability;
 - iii) Business Automobile Liability Insurance for each of Contractor's vehicles used in the performance of this Contract, including owned, non-owned (e.g., owned by Contractor's employees), leased, or hired vehicles, in the minimum amount of \$1,000,000 per occurrence for bodily injury and property damage; and
 - iv) Professional Liability Insurance (or Errors and Omissions Insurance) in the minimum amount of \$1,000,000. The policy must contain a cross liability or severability of interest clause. If the policy is on a claims-made basis, coverage must extend to a minimum of three (3) years beyond completion of the services provided pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to this Agreement's effective date, Contractor shall purchase "extended reporting" coverage for a

minimum of three (3) years after completion of the services provided pursuant to this Agreement.

Proof of all insurance policies is attached to this Agreement as Exhibits XX-XX.

Contractor shall provide to Authority proof of renewal of each insurance policy at least thirty (30) days prior to the expiration of the insurance policy as long as this Agreement remains in effect.

Contractor certifies that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Contractor shall comply with the provisions of Section 3700 of the Labor Code before commencing the performance of the work under this Agreement.

In the event that any coverage required under the Agreement is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to Authority at Contractor's earliest possible opportunity and in no case later than five days after Contractor is notified of the change in coverage.

In the case of the breach of any provision of this section, Authority may, at Authority's option: (1) take out and maintain, at the expense of Contractor, such types of insurance in the name of Contractor as Authority may deem; (2) order Contractor to stop work under the Agreement until Contractor complies with the insurance requirements required by this Agreement; or (3) terminate this Agreement.

- b. Other Insurance Provisions. The policies shall include or be endorsed to include, but not limited to, the following provisions:
- i) Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor, premises owned, occupied, or used by Contractor, or automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to Authority, its officers, officials, employees or volunteers, and no endorsement shall be attached limiting the coverage. Contractor shall furnish Authority with certificates of insurance and with original endorsements effecting coverage required by this clause.
 - ii) Contractor's insurance coverage shall be primary insurance as respects Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Authority, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute to it.
 - iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Authority, its officers, officials, employees, or volunteers.

- iv) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11. Prevailing Wage and Labor Compliance

Work done under this agreement may be subject to the prevailing wage and other provisions of the California Labor Code requirements (see Labor Code § 1720 et seq.). The Contractor shall pay prevailing wages to all persons employed in the performance of any part of the Project and otherwise comply with all associated requirements and obligations, if required by law to do so.

Contractor shall retain copies of payroll records for four years after the audit year in which wages were paid, or until the expiration of all applicable statute of limitations period(s), whichever is later.

12. Assignment

A substantial inducement to Authority for entering into this Agreement is the professional reputation and competence of Contractor. Contractor shall not assign or otherwise transfer any rights, duties, obligations, or interest in this Agreement or arising hereunder to any persons or entities whatsoever without the prior written consent of Authority and any attempt to assign or transfer without such prior written consent shall be void and shall terminate this Agreement. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

13. Subcontractor

- a. Contractor will perform the work personally or through Contractor's employees. Contractor may subcontract work only as specified in this Agreement or upon prior approval of Authority. If subcontracting of work is permitted, Contractor shall pay subcontractor within ten (10) days of receipt of payment by Authority for work performed by a subcontractor and billed by Contractor.
- b. Authority is an intended beneficiary of any work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and Authority.

14. Conflict of Interest

Contractor warrants and covenants that Contractor presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Contractor shall promptly notify Authority of the existence of such conflict of interest so that Authority may determine whether to terminate this Agreement. Contractor further warrants its compliance with the Political Reform Act (Government Code § 81000 et seq.) respecting this Agreement.

15. Compliance with Laws

In the performance of this Agreement, Contractor shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of Authority and other local agency with jurisdiction. Contractor warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license, permit, or

registration of any kind is required by law of Contractor, its employees, agents, or subcontractors to practice Contractor's profession, Contractor represents and warrants that such license has been obtained, is valid and in good standing, and Contractor shall keep it in effect at all times during the term of this Agreement.

16. Changes in Work

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by Authority and the Parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work.

17. Accident Reports

Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to Authority any accident or other occurrence causing injury to persons or property during the performance of this Agreement. If required by Authority, the report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

18. Default

In the event that Contractor defaults in any obligation of Contractor under this Agreement, or Contractor defaults in the performance of any of the terms and conditions of this Agreement, Authority may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: (1) enforce performance of the Agreement by Contractor; (2) terminate this Agreement; or (3) perform the obligations of Contractor, whereupon Contractor shall reimburse Authority for any amounts paid or expenses incurred by Authority in the performance of such obligations. The above remedies are in addition to any other remedies at law or equity Authority may have. Contractor shall pay or reimburse Authority for all of Authority's costs and expenses, incurred in enforcing its rights hereunder.

19. Notices

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, and shall be: (1) personally delivered; (2) deposited in the United States mail, certified or registered, postage pre-paid, return receipt requested; or (3) sent electronically via email with a copy also deposited in the United States mail, First Class postage. Notice shall be addressed to the recipient as follows:

AUTHORITY: Santa Clara Valley Open Space Authority
33 Las Colinas Ln.
San Jose, CA 95119
Attention: [INSERT]
Email: [INSERT]

CONTRACTOR: Attention: [INSERT]
Email: [INSERT]

Either party may change its address by giving notice to the other in the manner provided herein.

Contractor shall mail invoices to Authority at the above referenced address, but shall make invoices to the attention of “Accountant,” or Contractor may email invoices to accountant@openspaceauthority.org.

20. Entire Agreement

This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior, contemporaneous agreements, representations, and understandings of the parties. This Agreement cannot be amended or modified except by written agreement of all the parties.

21. Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

22. Severability

Should any part of this Agreement be declared by a final decision by a court to be unconstitutional, invalid, or beyond the authority of either of the Parties to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

23. Interpretation

Section headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.

24. Governing Law and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Santa Clara, State of California.

25. Advice of Counsel

Both parties have had a full and complete opportunity to have the Agreement reviewed by legal counsel, and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

26. Time of The Essence

Time is hereby expressly declared to be of the essence in this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

The signatories below warrant and represent that they have all legal authority and capacity to enter into this Agreement. **IN WITNESS WHEREOF**, Contractor and Authority hereby execute this Agreement.

**SANTA CLARA VALLEY
OPEN SPACE AUTHORITY**

Andrea Mackenzie
General Manager

Dated: _____

[INSERT NAME OF CONTRACTOR/BUSINESS]

[INSERT NAME]
[INSERT TITLE]

Dated: _____