



REQUEST FOR PROPOSALS

#RFP-2026-11

PROJECT: TECHNOLOGY INFRASTRUCTURE MODERNIZATION SERVICES

The Authority is issuing this Request for Proposals for comprehensive implementation services encompassing a Office 365 E3 to Microsoft 365 E5 license transition, cloud identity and infrastructure migration via Microsoft Entra ID and Intune, a coexistence infrastructure bridge, endpoint management (UEM/MDM) with device migration, and advanced security deployments including Microsoft Defender. Additionally, the scope covers Universal Print Connector setup, printer and network redesign, as well as the execution of a file server strategy utilizing OneDrive migration or Intune-joined device access configurations.

**PROPOSALS DUE: FRIDAY, SEPTEMBER
18, 2026 by 5PM PACIFIC STANDARD
TIME**

Request for Proposals

Technology Infrastructure Modernization Services

BACKGROUND & SCOPE OF WORK

PURPOSE OF REQUEST FOR PROPOSALS

The Santa Clara Valley Open Space Authority (Authority) is soliciting proposals from qualified consultants to design, implement, and successfully deploy a full transition of the agency's hybrid infrastructure to a secure, cloud-first Microsoft 365 E5 environment. This project entails migrating legacy on-premises Active Directory to Microsoft Entra ID, establishing unified endpoint management via Microsoft Intune (requiring on-site migration and deployment support), decommissioning local network dependencies by migrating DHCP and print services to cloud/appliance architectures, and fully implementing the M365 E5 Advanced Threat Protection and security compliance suites. The selected vendor will be responsible for the entire project lifecycle from initial discovery through technical implementation, final handover documentation, and staff training.

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 is seeking to modernize its technology infrastructure, elevate its cybersecurity posture, and implement a coexistence infrastructure model to bridge the transition from legacy systems to a modern cloud-based architecture by upgrading its existing Microsoft Office 365 E3 licenses to Microsoft 365 E5. This upgrade introduces an enterprise suite of tools including Microsoft Intune, Microsoft Defender for Office 365, and Microsoft Defender for Endpoint that will facilitate the migration from a traditional on-premises environment to a secure, cloud-native ecosystem.

Currently, the Authority's legacy technology infrastructure lacks the necessary capabilities for cloud-native operations, centralized cloud identity management, unified endpoint management (UEM), and mobile device management (MDM). Furthermore, the existing environment lacks the advanced threat protection features required to defend against sophisticated, modern cybersecurity threats.

To modernize its identity management while establishing the coexistence model, the Authority requires the migration of its local, on-premises Active Directory to Microsoft Entra ID, establishing a cloud environment that operates in parallel with the legacy infrastructure. Within this scope of work, all M365 user accounts will systematically migrate to cloud-native Microsoft Entra ID identities, reducing the load on capacity-constrained on-premises servers. This transition will establish a robust, cloud-based identity and access management system operating in a formal coexistence model alongside the on-premises Active Directory as a bridge toward full cloud adoption. Ultimately, this will enable the Authority to

securely deploy and manage employee accounts remotely, increasing operational capacity, system availability, and support for a resilient, modern cloud workforce.

Through Microsoft Intune, the Authority will deploy its first cloud-based device management solution. All agency work phones will be enrolled in the Intune MDM, while all agency laptops will be enrolled into Intune UEM. This system will enable the remote administration of all agency mobile and computer assets. By transitioning to this cloud-based model, the IT department will expand its capabilities to push mandatory software installations, OS updates, and emergency security patches to remote and on-site devices simultaneously.

To support print services during this transition, an on-premises Microsoft Universal Print Connector will be deployed to operate in parallel with the existing print server. This allows Intune cloud-joined devices to print seamlessly to in-office printers alongside traditional on-premises domain-joined devices until full endpoint migration is complete.

The implementation of the Microsoft Defender security suite will significantly elevate the Authority's cybersecurity posture through advanced threat protection capabilities. Utilizing Microsoft Defender for Office 365 (Advanced Threat Protection), the agency will be equipped to conduct simulated phishing attacks, helping to identify vulnerabilities in user workflows and deliver targeted security awareness training to staff. Concurrently, Microsoft Defender for Endpoint will introduce continuous, cloud-based threat monitoring, streamlined policy enforcement, compliance, and asset tracking alongside automated remediation directly to the agency's endpoint devices, mitigating advanced threats in real time.

The project is entirely grant funded by the CALOES grant with a strict deadline to complete all project deliverables by July 31, 2027. Failure to complete otherwise will result in partial or no reimbursement towards the project.

OBJECTIVES

Specific objectives include:

- **Establish a Cloud-First Identity Architecture:** Modernize user authentication and access control by successfully transitioning and migrating all staff's Microsoft accounts from legacy, on-premises Active Directory to a cloud-based identity environment using Microsoft Entra ID.
- **Establish a Coexistence Infrastructure Bridge:** Configure the cloud infrastructure to securely bridge on-premises resources, enabling seamless access to DHCP services, network printing services, and secure connections to legacy on-premises servers and local workstations for both cloud and on-premises devices. Legacy on-premises infrastructure will remain operational working in parallel to the cloud infrastructure while the transition for enrollment occurs allowing a bridge to the cloud.
- **Implement Unified Endpoint Management (UEM) and Mobile Device Management (MDM):** Deploy a robust Unified Endpoint Management (UEM) and Mobile Device Management (MDM) solution via Microsoft Intune to achieve a comprehensive cloud-based UEM and MDM system, ensuring up to date device inventory management, remote administrative management, and automated software management over all agency-issued workstations, laptops, and mobile devices.
- **Strengthen Cybersecurity Defenses:** Elevate the agency's security posture by deploying proactive, cloud-native threat detection, automated remediation, and advanced endpoint protection to mitigate sophisticated cyber threats via Microsoft Defender.
- **Enhance Security Awareness and Compliance:** Cultivate a security-first organizational culture by implementing continuous phishing simulations and targeted training to reduce human-factor vulnerabilities in staff workflows via Microsoft Advanced Threat Protection (ATP).
- **Maximize Licensing Value:** Fully utilize and adopt the advanced security, compliance, and management features inherent in the Microsoft 365 E5 licensing tier. Deliver a comprehensive 5-year total cost of ownership and utilization plan leveraging these enterprise licenses.
- **Training & Documentation:** Provide thorough knowledge transfer covering the deployment, administration, and ongoing maintenance of the Microsoft Entra ID, Intune, Microsoft Defender, Microsoft Advanced Threat Protection, Universal Print Connector, accompanied by standard operating procedures (SOPs) and system architecture documentation to ensure long-term operational self-sufficiency.

SCOPE OF WORK

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

Consultant can propose additional project details that they recommend to maximize project completion and effectiveness. Base project tasks identified by the Authority include:

Discovery & Analysis

Consultant will review, assess, and provide a detailed report on the agency's "current state of local on-premises Active Directory and endpoint devices" resulting in recommendations to design and implement Microsoft Entra ID, Microsoft Intune (UEM), Microsoft Intune (MDM), Microsoft Defender security policies, Microsoft Advanced Threat Protection cybersecurity training, on-premises Universal Print Connector, DHCP transition, legacy connections for Intune joined devices, and migrate user identities and endpoints enrollment to the Microsoft Entra ID cloud.

Review existing Microsoft 365 Environment (Office 365 E3 Tenant), Identity & Access Architecture

1. Review existing Office 365 E3 licensing features against target M365 E5 capabilities to map adoption paths.
2. Review current user identities for the agency's staff of under 100 employees to ensure a successful and accurate migration of user accounts, credentials, and permissions to Microsoft Entra ID.
3. Review current on-premises Active Directory (AD) layout and object structure.
4. Review current user provisioning and deprovisioning processes.

Coexistence Infrastructure & Legacy Bridge Architecture

1. Review local network topology, server infrastructure, and DHCP service configurations to design the Coexistence Infrastructure. This assessment includes evaluating the feasibility of transitioning DHCP services from the on-premises Active Directory domain controllers to the network firewall when transitioning out of using Active Directory server for DHCP service.
2. Review current DHCP server, file server, and printer management.
3. Review existing network printing infrastructure and evaluate readiness for the Universal Print Connector implementation, printing, and scan to email capabilities. Provide hardware recommendations and technical specifications for a dedicated on-premise Universal Print Connector server for the Authority to purchase.
4. Assess legacy on-premises servers and local workstation connection requirements to ensure seamless operation while running in parallel with cloud infrastructure, ensuring that continuous and secure Remote Desktop Protocol (RDP) access to on-premises servers and workstations remains fully operational for staff throughout all phases of infrastructure changes.

5. Review the current on-premises file server environment encompassing approximately 2.4 TB of data and provide expert recommendations and a strategic transition plan to ensure seamless, secure file access for staff computers after Active Directory is decommissioned. The vendor's evaluation and recommendation must compare viable options, including migrating file data to SharePoint Online or OneDrive (utilizing appropriate storage architecture), maintaining the server in a standalone workgroup environment with mapped drives, or their best professional recommendation for the new file server architecture.
6. Assess the timeline, prerequisites, and technical roadmap required for the eventual decommissioning of the on-premises Active Directory domain controller and file server once the cloud migration and coexistence bridge are fully phased out.

Endpoint Management Architecture

1. Review existing Active Directory Group Policy Objects (GPO) and evaluate GPO transition to Intune.
2. Review current desktop, laptop, and mobile device hardware and operating system footprint encompassing the agency's staff footprint of approximately 100 devices (primarily laptops, a small number of desktops, and work-issued mobile phones) to ensure full compatibility, successful enrollment, and seamless migration to Microsoft Entra ID and Intune.
3. Review current software deployment and patching workflows.
4. Review existing third-party or native tools used for device inventory and management.

Security & Threat Protection

1. Review current email security, anti-phishing, and spam filter settings.
2. Review current antivirus and endpoint protection states across all agency devices.
3. Review current staff cybersecurity awareness, workflow vulnerability gaps, and training histories.
4. Assess and verify device compatibility to ensure that Microsoft Defender can be successfully installed across all staff laptops and agency-issued mobile devices (iOS and Android), and plan the deployment strategy for comprehensive endpoint protection post-Intune enrollment.

Identify potential technical problems or barriers

1. Coexistence Infrastructure Bridge: DHCP service change from AD to Firewall, network printing and scan to email compatibility with Universal Print Connector, and legacy server/workstation connectivity, and RDP connectivity to on-premises work stations and servers.
2. Microsoft Entra ID Cloud Architecture and User Identity migration
3. Universal Print Connector implementation
4. Intune Unified Endpoint Management (UEM) enrollment for computers
5. Intune Mobile Device Management (MDM) enrollment for mobile devices
6. Microsoft Defender installation for workstations, laptops, and mobile devices
7. Microsoft Defender Endpoint Security & Threat Monitoring
8. Change Management: Staff Adoption and Training, Communication Plans to Staff, Downtime Minimizations, Support Readiness for Authority IT after infrastructure change
9. Licensing Compliance & M365 E5 Feature Adoption
10. Active Directory Decommission and File Server Decommission

Financial Projections & Total Cost of Ownership (TCO)

1. Conduct a 5-year Total Cost of Ownership (TCO) and utilization analysis for the Microsoft 365 E5 security and compliance suite, delivering granular cost projections, anticipated licensing adjustments, and consumption-based log storage estimates.

Configuration, Solution Validation, and Deployment

Consultant will configure the solution in the Authority's M365 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.

Cloud Identity & Access Architecture

1. Modernize and build out the Microsoft Entra ID cloud environment.
2. Create structured Entra ID security groups and administrative roles.

Infrastructure & Identity Migration to the Cloud

1. Migrate local, on-premises Active Directory user identities and accounts for the agency's under 100 staff members to Microsoft Entra ID cloud while keeping intact existing user credentials and permissions.
2. Migrate DHCP service from Active Directory server to Firewall
3. Design, build, and validate the Coexistence Infrastructure to support legacy on-premises servers, local workstation connections, and network printing & scan to email configurations to operate in parallel with the cloud environment prior to final cutover.
4. Deploy Microsoft Defender for Endpoint monitoring agents to all devices
5. Perform quality assurance on migrated identities and enrolled devices to ensure successful cloud integration.
6. Deploy and configure the dedicated on-premise Universal Print Connector server. The vendor is required to be on-site to physically install this server in the agency server room, register and configure the Universal Print Connector software, physically or logically connect all existing agency network printers to the connector server, and ensure all devices can seamlessly route print jobs through this hybrid setup, supporting seamless printing and scan to email capabilities for both cloud-native Microsoft Entra ID (Intune-joined) devices and remaining on-premises Active Directory-joined computers during the migration phase.
7. Reconfigure or transition the legacy on-premises file server (encompassing approximately 2.4 TB of data) based on the approved architectural recommendation from the discovery phase. This includes implementing the selected path whether migrating file data securely to SharePoint Online / OneDrive, configuring the file server to operate securely in a standalone workgroup environment with localized access controls and Intune-deployed drive mappings, or executing the vendor's approved alternative file storage solution.
8. Ensure full Remote Desktop Protocol (RDP) access functionality is configured and maintained so that cloud-native Microsoft Entra ID (Intune-joined) devices can successfully connect to remaining on-premises servers and desktop computers as needed during and after the migration phase.
9. Execute the decommissioning roadmap for on-premises Active Directory domain controller safely, ensuring zero disruption to ongoing operations.

Unified Endpoint Management (UEM) & Mobile Device Management (MDM)

1. Configure the Microsoft Intune tenant for Unified Endpoint Management (UEM) and Mobile Device Management (MDM).
2. Create standardized Intune configuration profiles for Windows and mobile operating systems.

3. Create automated software installation, operating system update, and security patch deployment policies for laptops and mobile devices. Among these apps for mobile devices (iOS and Android) including the following, but not limited to: ESRI Field Maps, ESRI Survey123, Avenza.
4. Migrate Group Policy Objects and printers to Universal Print (configured and deployed via Microsoft Intune).
5. Enroll and migrate the agency's approximately 100+ staff devices (encompassing laptops, a few desktops, and work-issued mobile devices) into Microsoft Intune for active remote cloud management. The vendor is required to be on-site to help perform this device enrollment and migration.

Security & Advanced Threat Protection

1. Configure centralized Microsoft Defender security and compliance policies within the management consoles, and utilize Microsoft Intune to deploy and enforce these policies across all laptops and mobile devices.
2. Configure Microsoft Defender for Endpoint for continuous, cloud-native active threat monitoring on agency assets.
3. Orchestrate the removal and decommissioning of the agency's current third-party antivirus software, ensuring a seamless transition to Microsoft Defender for Endpoint without coverage gaps for devices.
4. Deploy Microsoft Defender to all 100+ staff computers (laptops and desktops), as well as to all agency-issued mobile phones (iOS and Android) utilizing supported Microsoft 365 E5 mobile threat defense capabilities and Microsoft Intune deployment policies.
5. Configure Microsoft Defender for Office 365 policies (including preset security profiles, zero hour auto purge, and custom anti-spam/anti-malware rules
6. Establish anti-phishing policies, Safe Links, and Safe Attachments rules to prevent data leakage.
7. Configure the Attack Simulation Training platform and integrate baseline phishing templates.
8. Implement security audit tracking, continuous logging, and automated threat alerts to monitor suspicious activity.

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 the modern workspace 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:

End-User Modules (Staff Readiness)

1. Cybersecurity Awareness & Phishing: How to identify simulated or live phishing emails, utilize native M365 reporting tools, and navigate assigned security awareness modules.

IT Administration Modules

1. Microsoft Entra ID Management: Administering the Entra ID admin center, managing cloud identities/groups, assigning roles, and enforcing Conditional Access policies.
2. Microsoft Intune, MDM, & Endpoint Management: Managing the Intune tenant, enrolling new mobile devices and computers, deploying remote software installations, configuring automated patch management, configuring and deploying migrated policies.
3. Universal Print & Network Services: Operational management of cloud-based printing via Universal Print and managing the migrated DHCP configurations on the firewall.
4. Microsoft Defender Security Operations: Monitoring the security center, managing and remediating threat alerts, auditing logs, and configuring/reporting on automated phishing simulations.

Project Management

1. Meeting specified deadlines and deliverables within the agreed-upon timelines.
2. Engaging in weekly and as-needed touchpoints either by e-mail, Microsoft Teams or phone, to provide status updates.
3. Vendor is required to be on-site to install and configure Universal Print Connector and enroll & configure staff computers and mobile devices to Intune for 1 to 2 weeks.
4. Grant Compliance & Hard Deadline: This project is entirely grant-funded. All deliverables, deployments, and project closeout activities must be fully completed by end of July 2027 to ensure strict grant compliance and secure full project fund reimbursement. Timely execution is a critical success factor for this engagement.

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. If vendor anticipates travel costs for on site work that must be included in appropriate milestone costs.
2. Provide project timeline and milestones in order to complete project before the grant deadline of July 31, 2027.
3. A detailed description specifying the consultant’s approach to completing the project tasks and deliverables. Consultant should also disclose any sub-contractors and their location.
4. A detailed description of consultant’s experience in designing and deploying Microsoft Intune, Microsoft Defender for Endpoint, Microsoft Defender for Office 365 (Advanced Threat Protection), and migration of Microsoft Active Directory infrastructure, account, and identities to Microsoft Entra cloud while incorporating a Coexistence infrastructure for 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. Confirm that the firm has consultants available to come on-site during Authority business hours of Monday through Friday 8:00AM – 5:00PM.

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	August 28, 2026
Last Day to Submit Questions	September 8, 2026
Final Addenda Issued	September 11, 2026
Proposals Due	September 18, 2026
Evaluation Period	September 21 to September 25, 2026
Vendor Interviews	Starting September 28, 2026
Award Bid	October 22, 2026

* 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-2026-11 re: Technology Infrastructure Modernization Services”

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. September 18, 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 Microsoft 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 Microsoft Intune, Microsoft Defender for Endpoint, Microsoft Defender for Office 365 (Advanced Threat Protection) with client specifications and migrating on-premises Active Directory infrastructure, identities, accounts, including legacy print services to cloud-connected printing solutions to a cloud-based identity environment using Microsoft Entra ID. 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

Responsive Proposals will be evaluated for: consultant's approach, strategy and execution to complete tasks; proposed fees and rates; relevant experience of the consultant, and previous client satisfaction. Staff may conduct in person interviews as part of the selection process. A selected proposal must be approved by the Board of Directors. The Board 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 September 8, 2026. Agency will post written responses to questions and email answers to vendors/consultants no later than September 11, 2026. 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 \$ XX 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 \$ XX, and reimbursable expenses in the amount of \$ XX Contractor shall invoice Authority monthly.

b. (OPTIONAL) Reimbursement of Expenses. All expenses incurred as part of this Agreement will be reimbursed at actual cost.

c. (OPTIONAL) Maximum Payment. Contractor agrees that fees and any reimbursable expenses to complete the services promised under this Agreement shall not exceed a maximum of \$ XX.

- 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 6 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 6 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 this 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.**

Upon request, Contractor shall provide to Authority proof of insurance or 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; 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. 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.

12. 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.

13. 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.

Contractor's duties and services under this Agreement shall not include preparing or assisting Authority with any portion of Authority's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with Authority. Authority shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the project that is the subject of this Agreement. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with Authority to ensure that all bidders for a subsequent contract on any subsequent phase of the project that is the subject of this Agreement have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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: [INSERT NAME]
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.

19. 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.

20. 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.

21. 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.

22. Interpretation

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

23. 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.

24. 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.

25. 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: _____