



**REQUEST
FOR
PROPOSALS**

#RFP-2022-07

**PROJECT: AGENCYWIDE
TRANSLATIONS AND
INTERPRETATION SERVICES**

The Authority is issuing this Request for Proposals for translation services for all programs and departments within the agency.

**PROPOSALS DUE: JULY 1, 2022, by 5PM
PACIFIC STANDARD TIME**

Request for Proposals

Agencywide Translations and Interpretation Services

BACKGROUND & SCOPE OF WORK

PURPOSE OF REQUEST FOR PROPOSALS

The Santa Clara Valley Open Space Authority (Authority) is soliciting proposals from a qualified vendor capable of providing competent written document language translation services, live or real time interpretation, audio recordings for voiceover, subtitles for video, and some content creation.

All services shall be continuously available and provided on demand to Open Space Authority personnel. The Authority offers no guarantee of any amount of work to be performed under the Contract.

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 has preserved over 28,000 acres, which include three preserves with over 26 miles of trail. Activities on the preserves include hiking, cycling, horseback riding, special events, and nature study.

The Authority works to increase access to nature by providing information in Plain Language English and in languages other than English. With residents speaking more than 100 distinct languages from across the world, the jurisdiction of the Open Space Authority serves one of the most linguistically diverse communities in the nation. The most common languages spoken, according to the County of Santa Clara, are Spanish, Vietnamese, Chinese (Mandarin), Tagalog, Korean, Japanese, and Hindi.

The 2020 U.S. Census Bureau reports that more than half (roughly 53%) of Santa Clara County residents speak a language other than English at home. The County also has the highest percentage (nearly 40%) of foreign-born residents in the state.

OBJECTIVES

Specific objectives include:

- Translation and interpretation services for the following languages: Spanish, Vietnamese, Chinese (Cantonese, Mandarin, simplified, and traditional), Tagalog, Punjabi, Hindi, Japanese, and others as needed.
- Provide access to timely, accurate, and culturally competent information.
- Increase comprehension by adapting text to have the desired impact on the targeted end user, while keeping the intention and tone of the text and messaging intact.

SCOPE OF WORK

The Authority is seeking proposals from experienced agencies to translate written information and or provide live interpretation services in Spanish, Vietnamese, Chinese (Cantonese, Mandarin, simplified, and traditional), Tagalog, Punjabi, Hindi, Japanese, and others as needed.

Project tasks include but are not limited to:

- Translation of written documents and public notifications including signage, flyers, press releases, media advisories, advertisements, surveys, and requests for proposals.
- Live or real-time interpretation services in person, by phone, or during virtual meetings or conferences.
- Translation of technical documents such as meeting agendas, reports, brochures, pamphlets, maps, and datasheets.
- Content translation for digital use on the Open Space Authority website and social media. Platforms include HubSpot (Blog and landing page CMS), In-Portal (main website), Facebook, Instagram, Twitter, and YouTube.
- Media services including subtitles, dubbing, voiceover, transcription for various formats including .mp4 and .mp3.
- Accessibility services to adapt audiovisual content to accommodate media accessibility needs through live and offline captioning, and video services such as audio and text description.
- Translations may be delivered in the following formats: Word, Excel, PDF, .mp4, etc.

SUBMISSION, REVIEW & SPECIAL CONDITIONS

REQUIRED INFORMATION

1. A fee proposal stating the hourly rate, estimated hours per month, and payment schedule (e.g. monthly invoicing) for the proposed project tasks and deliverables.
2. A detailed description specifying the consultant's services, and approach to completing the project tasks and deliverables.
3. A detailed description of your company's experience in providing translation services for public agencies, and/or organizations with a conservation-focused mission.
4. 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. If Contractor has performed services for the Authority in the past, the Contractor may not list the Authority or its staff as a client for reference.
5. Review sample contract and provide a statement that indicates agreement to its terms including the insurance requirements. (See Attachment A.)

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	06/03/2022
Last Day to Submit Questions	06/17/2022
Final Addenda Issued	06/24/2022
Proposals Due	07/01/2022
Evaluation Period	07/05 – 07/15
Award Bid	07/28/2022

* 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-2022-07 re: Agencywide Translations and Interpretation 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. July 1, 2022.

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. PROPOSED FEE SCHEDULE

The consultant must include pricing for all proposed services and include a breakdown of costs (by hourly, by monthly, by task, by deliverable, etc.).

2. DESCRIPTION OF PROPOSED SERVICES

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

3. DESCRIPTION OF EXPERIENCE

The consultant must provide a description of experience, including detailed descriptions of consultant's experience translation and interpretation services. Please do not include

information on projects that are not similar in scope and character to the scope of work described in this RFP.

4. CLIENT REFERENCES

Firms should provide a list of at least two (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. If Contractor has performed services for the Authority in the past, the Contractor may not list the Authority or its staff as a client for reference.

5. 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 for approval by the Board of Directors. Proposals will be evaluated for completeness of response and quality of response; the extent to which the Bidder's proposal fulfills the Authority's stated requirements as set out in the RFP; proposed fees and rates; relevant experience of the vendor, and previous client satisfaction. Staff may conduct in-person interviews as part of the selection process. In determining the most responsible and qualified proposal, the Board of Directors may use the following criteria to evaluate submitted proposals:

- A. Experience and qualifications of the Bidder;
- B. Experience and qualifications of personnel and subconsultants employed by the Bidder;
- C. Experience of the Bidder including past performance on contracts of similar size and scope;
- D. Demonstrated understanding of the scope of the service;
- E. Best overall financial return to the Board of Directors on the contract; and

A responsible Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, and experience to satisfactorily perform the work required. 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. The Authority's Board of Directors may reject all proposals.

VENDOR QUESTIONS

Any questions about this RFP shall be submitted in writing to proposals@openspaceauthority.org on or before June 17, 2022. Agency will post written responses to questions and email answers to vendors/consultants no later than June 24, 2022. 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

Attachment B –Links to examples of translated content hosted digitally by the Open Space Authority.

Attachment C – Example of a translated Media Advisory (from a template provided in English).

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; 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: **[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.

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: _____

Attachment B – Examples of Translated Content for Digital Use by Santa Clara Valley Open Space Authority

1. **Year in Review Report**
 - a. [Spanish](#)
 - b. [Vietnamese](#)
2. **Coyote Valley Conservation Areas Master Plan**
 - a. [Spanish](#)
 - b. [Vietnamese](#)
3. **Discovering Coyote Valley Webinars (subtitled)**
 - a. [Spanish](#)
 - b. [Vietnamese](#)
4. **One Way Trails Survey (Spanish, Vietnamese, Chinese)**
 - a. [Click here to view survey.](#)
5. **Beginner's Guide to Hiking Blog Post**
 - a. [Spanish](#)
 - b. [Vietnamese](#)
6. **Press release sent to ethnic media: (Articles below)**

Outlet: Phoenix TV

Language: Chinese

Type: TV & Online

Date: 8/12

Headline: [Coyote Valley Conservation Lands Network Grows with Historic Ranch Purchase](#)

Outlet: Huaren One

Language: Chinese

Type: Online

Date: 8/12

Headline: [Coyote Valley Conservation Lands Network Grows with Historic Ranch Purchase](#)

Outlet: US News Express

Language: Chinese

Type: Online

Date: 8/12

Headline: [Historic Ranch Purchase in California](#)

Outlet: Viet Bao

Language: Vietnamese

Type: Print & Online

Date: 8/12

Headline: [Coyote Valley Conservation Lands Network Grows with Historic Ranch Purchase](#)

Aviso a Los Medios

12 de abril, 2022

Para Publicación Inmediata

Santa Clara Valley Open Space Authority Contacto:
Charlotte Graham, Oficial de Información Pública
Correo Electrónico: Cgraham@openspaceauthority.org
Teléfono: 408.439.6541

Encuesta de Senderos de Un Solo Sentido

Qué	Se les pide a los residentes del Valle de Santa Clara que respondan a una encuesta rápida (2-3 minutos) sobre los senderos de un solo sentido para aprender de las experiencias de las personas en los senderos de un solo sentido.
Quién	La encuesta es de Santa Clara Valley Open Space Authority
Dónde	Enlace a la encuesta: bit.ly/trail-survey
Cuándo	La encuesta está disponible en inglés, español, vietnamita, y chino ahora hasta el 30 de junio de 2022.
Contexto	El propósito de esta encuesta es para que Santa Clara Valley Open Space Authority recopila información sobre los visitantes para informar cómo el Authority ofrece senderos de un solo sentido en las reservas.
Recursos Adicionales	Información de las Reservas: <ul style="list-style-type: none">• Reserva de Espacio Abierta de Coyote Valley• Reserva de Espacio Abierta Rancho Cañada del Oro• Reserva de Espacio Abierta Sierra Vista

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Sobre Santa Clara Valley Open Space Authority

Santa Clara Valley Open Space Authority conserva el ambiente natural, apoya la agricultura, y conecta a las personas a la naturaleza, protegiendo a las áreas naturales, y granjas y ranchos de trabajo para las generaciones que vienen. Desde 1993, el Authority ha protegido más que 28,000 hectáreas de espacio abierto, zonas naturales y de trabajo, cuencas y hábitats de la vida silvestre – proporcionando recreación al aire libre que es respetuosa con el medio ambiente y preservando la belleza natural y la salud ambiental del Valle de Santa Clara. Visite openspaceauthority.org para más información.