Addendum No. 1
VISITOR MANAGEMENT SYSTEM
RFP-2023-09

To: Request for Proposals Recipients
From: Santa Clara Valley Open Space Authority
Date: July 6, 2023
Re: Addendum 1

Addenda No. 1 consists of:

Santa Clara Valley Open Space Authority has received the following questions in response to its Request for Proposals (RFP) for a visitor management system. Responses to these questions are being provided publicly to all possible candidates.

In addition to these responses the Authority expects all responding vendors to have reviewed the entire RFP scope of work in detail.

<table>
<thead>
<tr>
<th></th>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Whether companies from Outside USA can apply for this? (like, from India or Canada)</td>
<td>Companies do not need to be located within the USA.</td>
</tr>
<tr>
<td>2</td>
<td>Whether we need to come over there for meetings?</td>
<td>Virtual Meetings are all that is necessary.</td>
</tr>
<tr>
<td>3</td>
<td>Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)</td>
<td>Yes, tasks can be completed outside of the USA</td>
</tr>
<tr>
<td>4</td>
<td>Can we submit the proposals via email?</td>
<td>All bids are to be submitted through email per our bidding documents.</td>
</tr>
<tr>
<td>5</td>
<td>Please reconfirm the due date for this procurement by providing it in response to answers to questions.</td>
<td>RFP is due Aug 11, 2023.</td>
</tr>
<tr>
<td>6</td>
<td>Why has this bid been released at this time?</td>
<td>We have a new Preserve opening this fall and will have an intensive program starting in March 2024 that will require a system in place.</td>
</tr>
</tbody>
</table>
Can you please provide greater explanation of your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses? For example, what is required with the proposal, and what is required to comply during the term of the contract?

The Authority does not have additional expectations beyond the evaluation criteria. 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, 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:

1. Experience of the Bidder and subconsultants (if applicable), including past performance of the firm on contracts of similar size and scope;
2. Experience and qualifications of personnel employed by the Bidder and subconsultants (if applicable);
3. Demonstrated understanding of the scope of the service;
4. Best overall financial return to the Board of Directors on the contract; and,
5. A responsible Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, and experience to satisfactorily perform the work or provide the goods required.

Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?

Per RFP: Any deviation from the requirements listed below may result in the response being considered non-responsive, thus eliminating a vendor from further consideration.

Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.

This is new to us, we used Eventbrite in the past for activity reservations.

If this is a term contract subject to renewal, what is the term and the maximum number of option periods?

N/A

Has the current contract gone full term?

N/A

Have all options to extend the current contract been exercised?

N/A

Who is the incumbent, and how long has the incumbent been providing the requested services?

N/A

To what extent will the location of the bidder’s proposed location or headquarters have a bearing on any award?

The location of the bidders’ location does not have a bearing on the reward of the contract.

How are fees currently being billed by any incumbent(s), by category, and at what rates?

N/A

What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?

N/A

Is previous experience with any specific customer information systems, phone systems, or software required?

No, however the Authority uses HubSpot as our CRM software.
<table>
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<tr>
<td>What is the minimum required total call capacity?</td>
<td>This program is new to us and the first year will give us data to make a more informed estimate of the number of calls we receive during the year.</td>
</tr>
<tr>
<td>What is the minimum simultaneous inbound call capacity?</td>
<td>This program is new to us and the first year will give us data to make a more informed estimate of the number of calls we receive during the year.</td>
</tr>
<tr>
<td>What is the maximum wait time?</td>
<td>We would like the maximum wait time to be 5 minutes.</td>
</tr>
<tr>
<td>What is the maximum hold time?</td>
<td>We would like the maximum wait time to be 5 minutes.</td>
</tr>
<tr>
<td>What percentage of inbound calls must be answered by a live operator?</td>
<td>Call system can be fully automated with an option for the use to speak to a live operator at any time.</td>
</tr>
<tr>
<td>What percentage of calls must be resolved without a transfer, second call, or a return call?</td>
<td>90%</td>
</tr>
<tr>
<td>What is the maximum percentage of calls that can be terminated by the caller without resolution?</td>
<td>10%</td>
</tr>
<tr>
<td>Is there a minimum or maximum number of operators and supervisors?</td>
<td>No.</td>
</tr>
<tr>
<td>What are the required language options?</td>
<td>English / Spanish / Vietnamese / Mandarin.</td>
</tr>
<tr>
<td>What is the required degree of dedication for the call center? (Can call centers work on other contracts at the same time as this one)?</td>
<td>We do not anticipate a large volume of calls as most users will interact with our website portal, work on other contracts would be acceptable.</td>
</tr>
<tr>
<td>Are callers required or allowed to connect with a message verification system or pre-recorded message before connecting to a live operator, or must a live operator be the initial contact?</td>
<td>Live Operators do not need to be the initial contact.</td>
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<tr>
<td>What are the recording requirements for inbound and outbound phone calls and how long must recordings be maintained?</td>
<td>Recordings of calls for quality control are allowed. We are a government agency and have a requirement to store all recordings for a minimum of 2 years.</td>
</tr>
<tr>
<td>What are the recording and storage requirements for non-phone communications?</td>
<td>All records must be archived as a PDF and stored for two years from the date of creation.</td>
</tr>
<tr>
<td>What information is to be included in call logs?</td>
<td>Date, reason for call, resolution.</td>
</tr>
<tr>
<td>What was your average monthly call volume over the past year?</td>
<td>During events that use Eventbrite we average about 4 calls per event</td>
</tr>
<tr>
<td>What is the current number of seats for operators and supervisors at your existing call center?</td>
<td>We do not have a current call center.</td>
</tr>
<tr>
<td>What is the current average wait time for phone calls?</td>
<td>0 minutes.</td>
</tr>
<tr>
<td>What is the current average handle time for phone calls and other types of communications?</td>
<td>1-3 Minutes</td>
</tr>
<tr>
<td>What is the current average after-call work time for operators?</td>
<td>1-3 Minutes.</td>
</tr>
<tr>
<td>Over the past year, what is the percentage of calls received in English versus non-English?</td>
<td>97%</td>
</tr>
<tr>
<td>Over the past year, what percentage of calls received were in Spanish?</td>
<td>1%</td>
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</table>
| 39 | **What time of day, days of the week, or times of the year do calls typically peak?**  
   | We have not tracked this data. |
| 40 | **Could you please share details of passes sold and revenue collected for parking, access, and event passes over the past three years?**  
   | We currently use Eventbrite, the number of events that we have done since 2014 is 763, with a total of 27,433 reservations. These include events that are based on parking spots available, events that are based on number of participants, and events that are based on number of participants per vehicle. We currently have never done an annual pass such as what we are looking for in this proposal.  
   | 2020 we had 91 events with 4116 reservations.  
   | 2021 we had 74 events with 4942 reservations.  
   | 2022 we had 94 events with 3632 reservations.  
   | 2023 through June 30 we had 61 events with 2191 reservations.  
   | We do not charge a fee for attendance at any of our events or for parking. |
| 41 | **How would you rate your level of digital maturity today vs. where you want to be in 5 years?**  
   | 50% of where we want to be in regards to using digital services for events. |
| 42 | **How important is it to you to be innovative, early adopters of new technology aimed at enhancing your guest experience?**  
   | Innovation and ease of use to be as inclusive as possible for all is our goal. |
| 43 | **What are your organization’s top three strategic priorities in the next 5 years?**  
   | 1. Open additional lands for public use  
   | 2. Secure additional funding for operations, capital improvements and acquisitions  
   | 3. Develop and implement an Agriculture Protection Plan |
| 44 | **The RFP lists “Attachment A – Contract Template” in the List of Attachments, however I did not see it attached. Can you please provide that document?**  
   | Yes. |
| 45 | **How many visitors does the Open Space Authority welcome each year?**  
   | The Authority has three Open Preserves:  
   | 1. Sierra Vista Open Space Preserve has about 200K annual visitors.  
   | 2. Rancho Canada del Oro Open Space Preserve has about 50K annual visitors.  
   | 3. Coyote Valley Open Space Preserve has about 120K annual visitors. |
| 46 | **How many season passes do you plan to issue each year?**  
   | 1. We anticipate that Coyote Ridge will have about 100K annual visitors, the bulk of which will come between the months of February and May. We expect there to be about 50% returning versus new.  
   | 2. One pass is required per group, and on average we see 1.8 people per group, we anticipate a low number to be around 20K passes and a high number to be above 50K. |
| 47 | **How many ticketed events does the Open Space Authority create each year?**  
   | Average for the last three years is 90, we anticipate this number to increase with the opening of the newest Preserve. |
| 48 | **How many ticketed events will be made available to each season passholder?**  
   | We anticipate that there will be 1-3 events that will be specifically tailored to season pass holders, All season pass holders will be able to attend any other ticketed event that the Authority holds, only season pass holders that opt in to email notifications will receive digital invites to these events. |
| 49 | **Do you utilize CRM to manage visitor/season passholder data? If so, what CRM is used?**  
<p>| We use HubSpot as our CRM but do not necessarily utilize the system to manage visitor/season passholder data. |</p>
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<tbody>
<tr>
<td><strong>50</strong> How is your website currently hosted/managed? By whom?</td>
<td>Website is hosted by JustHost and managed by Intechnic Corporation.</td>
</tr>
<tr>
<td><strong>51</strong> What is the current process for your management team to run reports across all products/departments? Please share any challenges with current process.</td>
<td>Not applicable. We currently do not have a visitor management system in place.</td>
</tr>
<tr>
<td><strong>52</strong> What are your top three challenges with your current system? If so, can you please share an example, and any relevant info, including challenges with current system.</td>
<td>Not applicable. We currently do not have a visitor management system in place.</td>
</tr>
<tr>
<td><strong>53</strong> Do you intend to generate any revenue (earned or contributed) with season passes or ticketed events?</td>
<td>At this time we are not looking to generate any revenue, all current activities are free to all.</td>
</tr>
<tr>
<td><strong>54</strong> What is your current budget for this project?</td>
<td>We have $30K allotted for this FY at the current time. As this is a new venture for us we are looking for respondents to this RFP to enlighten us as to the cost of operating a system such as this.</td>
</tr>
<tr>
<td><strong>55</strong> Do you intend to provide season passes or tickets by offline channels (phone, in person)? If so, what percentage will be issued by each channel?</td>
<td>We intend to hand out season passes onsite, we anticipate this number to be around 20% of all season passes the first year, and decreasing to less then 10% in subsequent years.</td>
</tr>
<tr>
<td><strong>56</strong> What hardware, if any, will be used? (PCs, tablets, printers, cash drawers, payment processing, card readers, scanners)? Do you intend to continue to use existing or order new equipment?</td>
<td>Staff with Tablets and cell phones onsite, with QR codes for users to use their own devices.</td>
</tr>
<tr>
<td><strong>57</strong> How are tickets redeemed or presented for admission?</td>
<td>1. We have a greeter at all events that will ask for a digital or hard copy of the event admission.</td>
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<tr>
<td></td>
<td>2. Season Passes will either be displayed using an attachment device or stored digitally on a visitors device and shown to a Resource Protection Team member.</td>
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<tr>
<td><strong>58</strong> Do you plan to accept group reservations? How will group sales tickets be issued and redeemed?</td>
<td>1. Yes, Events that allow groups will be marketed to groups only.</td>
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<tr>
<td></td>
<td>2. Currently there are no group specific facilities on any of the Authority Preserves.</td>
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<tr>
<td></td>
<td>3. Reservations for an existing facility that does not currently have group facilities would be handled internally.</td>
</tr>
<tr>
<td></td>
<td>4. In the future, group facilities may be developed and added to our system as reservable.</td>
</tr>
<tr>
<td><strong>59</strong> Do you plan to introduce any new products or services in the next few years that would impact our future partnership? (Ex: memberships, retail, food, and beverage)</td>
<td>We are exploring offering branded merchandise, any decision on this is expected to be at least a year or more from the current date.</td>
</tr>
<tr>
<td><strong>60</strong> Do you intend to generate any revenue (earned or contributed) with season passes or ticketed events?</td>
<td>At this time we are not looking to generate any revenue, all current activities are free to all.</td>
</tr>
<tr>
<td><strong>61</strong> Do you currently, or plan to use Online Travel Agencies or 3rd party connectivity partners?</td>
<td>Not in the foreseeable future.</td>
</tr>
<tr>
<td><strong>62</strong> How is your website currently hosted/managed? By whom?</td>
<td>Website is hosted by JustHost and managed by Intechnic Corporation.</td>
</tr>
</tbody>
</table>
The RFP denotes a requirement for the booking system to provide lottery options. Can you please provide a use case example? Please include any solutions currently in place today, if applicable.

1. We currently have not used a lottery system, it has been first come first served. We have split release times to allow additional people a chance to acquire a reservation.

2. The system that I am most familiar with is from recreation.gov. One facility that is a lottery use there is for North Coyote Butte (The Wave).
   - The system allows only 16 people a day to visit the area.
   - You can try for a reservation 3 months in advance.
     - In June, you can select three dates you are able to visit for the month of Oct.
   - People interested in obtaining a reservation select the number of participants, and three dates they can participate.
   - If a participant is selected the agency looks to see if any of the dates can accommodate the group size, if any date can, they are successful, if no date can, they are unsuccessful.
   - On the 5th day of the next month (July, in the example above), a notification goes out to all submitters if they were successful or not.

The RFP denotes a requirement for the booking system provider to develop an app for iOS and Android platforms. Does a web-based application meet this need?
Yes.

The RFP denotes a target implementation by February 1, 2024. What is your target go-live date (for web transactions)?
March 1st 2024

Enclosure:
1. Contract Template
CONTRACT FOR SERVICES

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

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

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

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

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

Santa Clara Valley Open Space Authority
[Independent Contractor – Over $10,000 Template]
c. [THIS IS AN OPTIONAL NOT TO EXCEED PROVISION TO ADD TO OPTIONS 2 AND 3 SET FORTH ON SUBSECTION a.] Maximum Payment. Contractor agrees that fees and any reimbursable expenses to complete the services promised under this Agreement shall not exceed a maximum of $___________.

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

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

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

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

7. Contractor as Independent Contractor
At all times during the term of this Agreement, it is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be an independent contractor and shall not be an employee of Authority. It is agreed that Authority is interested only in the results obtained and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Authority shall have the right to control Contractor only insofar as the results of Contractor’s services rendered pursuant to this Agreement; however, Authority shall not have the right to control the
means by which Contractor accomplishes the results required under this Agreement. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation, and discharge of all persons assisting Contractor in the performance of Contractor’s services hereunder. Contractor shall be solely responsible for all matters relating to the payment of Contractor’s employees, including compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for Contractor’s own acts and 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; and

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.

Proof of all insurance policies is attached to this Agreement as Exhibits XX-XX. Contractor shall provide to Authority proof of renewal of each insurance policy at least thirty (30) days prior to the expiration of the insurance policy as long as this Agreement remains in effect.

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

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

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

b. Other Insurance Provisions. The policies shall include or be endorsed to include, but not limited to, the following provisions:

i) Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor, premises owned, occupied, or used by Contractor, or automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to Authority, its officers, officials, employees or volunteers, and no endorsement shall be attached limiting the coverage. Contractor shall furnish Authority with certificates of insurance and with original endorsements effecting coverage required by this clause.

ii) Contractor’s insurance coverage shall be primary insurance as respects Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Authority, its officers, officials, employees, or volunteers shall be in excess of Contractor’s insurance and shall not contribute to it.

iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Authority, its officers, officials, employees, or volunteers.

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

11. Prevailing Wage and Labor Compliance

Work done under this agreement may be subject to the prevailing wage and other provisions of the California Labor Code requirements (see Labor Code § 1720 et seq.). The Contractor shall pay prevailing wages to all persons employed in the performance of any part of the Project and otherwise comply with all associated requirements and obligations, if required by law to do so.
Contractor shall retain copies of payroll records for four years after the audit year in which wages were paid, or until the expiration of all applicable statute of limitations period(s), whichever is later.

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

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

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

15. **Compliance with Laws**
   In the performance of this Agreement, Contractor shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of Authority and other local agency with jurisdiction. Contractor warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license, permit, or registration of any kind is required by law of Contractor, its employees, agents, or subcontractors to practice Contractor’s profession, Contractor represents and warrants that such license has been obtained, is valid and in good standing, and Contractor shall keep it in effect at all times during the term of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SANTA CLARA VALLEY
OPEN SPACE AUTHORITY

Page 8 of 9
Santa Clara Valley Open Space Authority
[Independent Contractor – Over $10,000 Template]
Andrea Mackenzie  
General Manager  

[INSERT NAME OF CONTRACTOR/BUSINESS]  

Dated: ________________________________  

[INSERT NAME]  
[INSERT TITLE]  

Dated: ________________________________