



REQUEST FOR PROPOSALS

RFP 18-19-07

GYMNASTICS PROGRAMMING SERVICES

RFP release date:	December 24, 2018
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Deadline for questions and objections:	January 9, 2019 at 4:00 p.m. (PST)
Proposal due date: Time: Deliver To:	January 16, 2019 3:00 P.M. (PST) 1500 Warburton Avenue Finance Department -Purchasing Division Santa Clara, CA 95050 ATTN: Jay Coleman

TABLE OF CONTENTS

1	INTRODUCTION	3
2	BACKGROUND.....	3
3	TERM OF AGREEMENT	3
4	COMPLETE RFP	3
5	PRE-PROPOSAL CONFERENCE	4
6	HOW TO OBTAIN THIS RFP	4
7	PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES	4
8	OBJECTIONS	4
9	PROPOSAL SUBMITTAL REQUIREMENTS	5
10	SUBMISSION REQUIREMENTS	5
11	SELECTION PROCES AND EVALUATION CRITERIA.....	7
12	BEST AND FINAL OFFER (BAFO)	8
13	GROUND FOR DISQUALIFICATION.....	8
14	GENERAL INFORMATION	9
15	RIGHTS OF THE CITY OF SANTA CLARA	9
16	PUBLIC NATURE OF PROPOSAL MATERIAL.....	9
17	INSURANCE REQUIREMENTS.....	10
18	PROTESTS.....	10

1 INTRODUCTION

- 1.1** The City of Santa Clara ("City") is seeking qualified contractors to provide year-round gymnastics programming services at the Earl R. Carmichael Park Gymnastics Center, in support of the Parks & Recreation Department.
- 1.2** Please refer to Attachment A for a detailed statement of requirements.

2 BACKGROUND

- 2.1** The City's Parks & Recreation Department is responsible for managing and maintaining the City's park system, recreation facilities, pools, and cemeteries. The department provides quality programs, services and activities that enhance residents' lives and contribute to the vitality, health and wellness of the community. The department's Recreation Division provides a variety of recreational programs to Santa Clara residents and customers.
- 2.2** The Earl R. Carmichael Park Gymnastics Center opened in 1971 and consists of a heated facility with restrooms, a drinking fountain and office space with storage. The square footage of the inside of the gymnastics center is approximately 4,864 square feet and the ceiling height is 20 feet. The gymnastics center has a variety of City-owned gymnastics equipment including beams, bars, vaults, spring boards, trampolines, and mats of various shapes and sizes. Interested proposers may arrange a tour of the facility with the Recreation Manager.
- 2.3** The City currently provides a variety of gymnastics programs scheduled in eight-week sessions, including clinics, workshops, camps, parent/child programs, kid's night out events, birthday parties, skill development courses, and pre-competitive programs. Participants range in age from 18 months to adult.
- 2.4** The City requires a qualified contractor to provide gymnastics programs and services at the Earl R. Carmichael Park Gymnastics Center up to seven (7) days per week.

3 TERM OF AGREEMENT

- 3.1** The initial term of the lease agreement will be five (5) years. The City reserves the right to exercise up to five (5) additional one-year options, for a total of ten (10) years.

4 COMPLETE RFP

The following table lists and briefly describes the additional attachments and exhibits that comprise the entire document.

4.1 ATTACHMENTS

Attachment	Title
A	Statement of Requirements
B	Proposal Certification Form
C	Revenue Split Proposal

D	Previous Customer Reference Form
E	Insurance Requirements
F	Terms and Conditions (Exemplar agreement)
G	Exemplar Agreement Acknowledgement Form

5 PRE-PROPOSAL CONFERENCE

- ☒ There is no pre-proposal conference for this requirement
- ☐ There is a non-mandatory pre-proposal conference for this requirement.
- ☐ There is a mandatory pre-proposal conference for this requirement

6 HOW TO OBTAIN THIS RFP

- 6.1** This RFP may be downloaded from the BidSync e-Procurement system located at www.bidsync.com. Respondents can also find a link at the City of Santa Clara website at www.santaclaraca.gov. At either website, follow the links to register for this online service. You may register for free either online or by calling BidSync Vendor Support at 1-801-765-9245 and telling the support representative that you are registering for City of Santa Clara bids.
- 6.2** All addenda and notices related to this procurement will be posted by the City on BidSync. In the event that this RFP is obtained through any means other than BidSync, the City will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

7 PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

- 7.1** All questions/inquiries must be made through the procurement contact listed on the cover sheet of this document, via BidSync. The City will provide a written response to all questions in the form of an Addendum. Questions answered on BidSync shall be considered addenda to the RFP.

8 OBJECTIONS

- 8.1** Any objections as to the structure, content or distribution of this RFP must be submitted in writing to the procurement contact listed on the cover sheet of this document. Objections must be as specific as possible, and identify the RFP section number and title, as well as a description and rationale for the objection.
- 8.2** All objections, questions and inquiries must be received by the deadline stated on the cover sheet.

9 PROPOSAL SUBMITTAL REQUIREMENTS

- 9.1** The outside of the box or package and the cover or title page of each proposal shall be marked as follows: **RFP 18-19-07, Gymnastics Programming Services**. Include the following inside the proposal box/package:
- 9.1.1** Submit one (1) original and three (3) copies of the technical proposal clearly marked as such. In addition, include an electronic copy of your proposal on a flash drive or CD/DVD.
 - 9.1.2** Submit one (1) original and three (3) copies of your revenue split proposal (Attachment C), in a separate sealed envelope. Include an electronic copy of your cost proposal on the same flash drive required above.
- 9.2** The original hard copy version of the proposal will be considered the official proposal submission.
- 9.3** The Proposal must be in Times New Roman, Arial or similar, easily readable font. The size of the font cannot be any smaller than 11 and margins should be 1 inch or wider

10 SUBMISSION REQUIREMENTS

In order to expedite the evaluation process, each Proposal shall be organized in accordance with this section. Proposals that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores, or if found to be non-responsive, be disqualified. In the event of any conflict between any of the Proposal documents, resolution thereof shall be in the City's sole discretion. Proposals shall include the following information in the format indicated.

10.1 EXPERIENCE

- 10.1.1** Letter of Transmittal / Company Profile: Identify your firm and the proposal package being submitted. Include the following information.
- 10.1.1.1** Company information, including the mailing address of the principal place of business, years in business, total current number of employees, names previously used, other company affiliations, description of any anticipated changes of ownership or control of the company, and other important general information that is deemed significant enough to be highlighted.
 - 10.1.1.2** Name, title, address, telephone number, and email address of the individual authorized to contractually bind the firm and be signed by the authorized individual. Also include the name of the contact person for this RFP, if different.
 - 10.1.1.3** Address any pending or current litigation related to services provided by your firm, and any terminated contracts within the past five years with an explanation of the reasons for termination.
- 10.1.2 Customer References**
- 10.1.2.1** Provide two (2) references for which your company has provided services similar in size and scope as described in this RFP. Each reference must be for a different client. Use Attachment D (Customer Reference Form) to submit the required customer references.

- 10.1.2.2** Preference will be given to Proposers who can demonstrate that their staff has five (5) years of experience providing gymnastics program management services.

10.2 TECHNICAL CAPABILITIES

10.2.1 Proposed Gymnastics Curriculum: Provide a detailed Gymnastics curriculum that describes how the Proposer shall meet the requirements listed in Attachment A, Statement of Requirements. Include the following information.

- 10.2.1.1** Describe the gymnastics programs to be provided including, at a minimum, the required programs listed in Attachment A, Section 4.1.3.
- 10.2.1.2** Describe in detail the programs offered for each age group, and how each class addresses the developmental needs of each group served.
- 10.2.1.3** State the minimum and maximum class sizes for each program based on teacher-student ratio, skill level, and program space allocated.
- 10.2.1.4** Discuss programming for participants with special needs.
- 10.2.1.5** Discuss any special programs offered, such as parties and other age-appropriate special events.
- 10.2.1.6** Submit a sample lesson plan.
- 10.2.1.7** Submit a sample program schedule that meets the requirements described in Attachment A, Section 4.2.
- 10.2.1.8** Submit the price list for all programs offered. Include the rationale for each price listed. Include any additional program-related or equipment fees.
- 10.2.1.9** Provide a sample revenue forecast that meets the requirements listed in Attachment A, Section 6.2.

10.2.2 Staffing Plan: Discuss how the Proposer shall meet the staffing requirements described in Attachment A, Section 7.

- 10.2.2.1** Proposer shall submit a proposed staffing plan with their proposal. The plan shall set forth the base number of employees, including supervisors, that the Proposer will use to provide the required gymnastics programs.
- 10.2.2.2** Proposed staffing plan shall include supervisory, coaching, and teaching staff.
- 10.2.2.3** Identify the on-site Gymnastics Manager who will be assigned to this project.
- 10.2.2.4** Proposers shall include staffing levels sufficient to meet the requirements as described in Attachment A, Statement of Requirements.
- 10.2.2.5** Include resumes for all key personnel, including teaching/coaching staff.

10.2.3 Training

- 10.2.3.1** Describe your employee training program.

10.3 PROPOSED REVENUE SPLIT

10.3.1 Provide the proposed revenue split with the City using Attachment C, Revenue Split Proposal Form.

10.4 Attachments - Required: The following documents must be completed and submitted with your proposal. Proposals that do not include the following fully completed documents shall be deemed non-responsive and will not be considered.

10.4.1 Attachment B, Proposer Certification

10.4.2 Attachment C, Cost Proposal Form

10.4.3 Attachment D, Previous Customer Reference Form

10.4.4 Attachment G, Exemplar Agreement Acknowledgement Form

Note any exceptions to the Terms and Conditions of the Exemplar Agreement (Attachment F) using the Exemplar Agreement Acknowledgement Form. Please note that excessive changes may result in lower proposal scores, or disqualification of proposal.

10.4.5 Post Award Submittal Requirements

Awardee is required to submit the following information and documents by the specified time below. Failure to provide the documents within the time frame may result in withdrawal of the award, and award will be made to the next highest ranked proposer.

10.4.5.1 Certificate of Insurance (insurance requirements outlined under Attachment E, Insurance Requirements: within 10 (ten) days from the final day of the protest period date after the notice of intended award.

11 SELECTION PROCES AND EVALUATION CRITERIA

11.1 PROPOSAL RESPONSIVENESS

11.1.1 Required Documentation: Proposals will be reviewed to determine if all required documentation was included with the proposal submittal.

11.1.2 Proposals that fail to contain the required documents will be disqualified from further consideration.

11.2 PROPOSAL REVIEW AND EVALUATION

11.2.1 Technical proposals will be evaluated against the general criteria and weighted scores will be applied as described below.

11.2.2 The City may seek written clarification from any or all proposers to better understand and evaluate the proposed solution. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original proposal.

11.2.3 The City reserves the right to rely on information from sources other than the information provided by the respondents.

11.3 REVENUE SPLIT PROPOSAL REVIEW AND EVALUATION

Proposers' revenue split will be evaluated and weighted in accordance with the table below.

11.4 PRESENTATIONS / ORAL INTERVIEWS

Finalists (proposals determined to have scored in the competitive range) may be invited to present oral presentations for the purpose of introducing key members of the project team, and allowing the City to fully understand the Proposer's ability to meet the evaluation criteria. Oral presentations will not be scored separately. Instead the City may modify proposal scores and resulting rankings based on the oral presentation.

11.5 EVALUATION CRITERIA

Criteria	Weight
Proposal Responsiveness	Pass/Fail
Experience	30%
Technical Capabilities	45%
Proposed Cost	25%
TOTAL	100%

12 BEST AND FINAL OFFER (BAFO)

- 12.1** A Best and Final Offer (BAFO) may be held with one or more finalist(s) if final information or clarification is necessary in order to make a final decision. The BAFO may allow proposers to revise their proposals based on information received from the City. The City will send out the request for a BAFO with instructions addressing the areas to be covered and the date and time in which the BAFO is to be submitted. After receipt of the BAFO, scores may be adjusted based on the new information received in the BAFO.
- 12.2** The City will request only one BAFO, unless the City's Purchasing Officer determines that another BAFO is warranted.
- 12.3** Proposers are cautioned that the BAFO is optional and at the sole discretion of the City. Therefore, Proposers should not assume that there would be an additional opportunity to amend their technical or price proposals after their original submission of technical and cost proposals. Proposers may not request an opportunity to submit a BAFO.

13 GROUNDS FOR DISQUALIFICATION

- 13.1** Factors, such as, but not limited to, any of the following, may disqualify a proposal without further consideration:
- 13.1.1** Evidence of collusion: Proposer represents and warrants that its proposal is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.
 - 13.1.2** Any attempt to improperly influence any member of the evaluation team.
 - 13.1.3** Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.
 - 13.1.4** Evidence of incorrect information submitted as part of the proposal.
 - 13.1.5** Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal.

13.1.6 Contact regarding this procurement with any City official or employee or evaluation team member other than the Procurement Contact from the time of issuance of this solicitation until a recommendation of award is made.

13.1.7 Proposer's default under any previous agreement with the City.

14 GENERAL INFORMATION

14.1 The successful Proposer will be required to enter into an agreement with terms and conditions in substantial conformity with Attachment F of this RFP.

14.2 The successful Proposer will be required to demonstrate evidence of insurance in accordance with the insurance provisions listed in Attachment E of this RFP.

14.3 All costs associated with responding to this request are to be borne by the Proposer.

14.4 It is the City's policy that the selected firm shall not discriminate, in any way, against any person on the basis of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law, in connection with or related to the performance of City of Santa Clara contracts.

14.5 An agreement shall not be binding or valid with the City unless and until it is approved by the City Council, if so required, and executed by authorized representatives of the City and of the Proposer.

15 RIGHTS OF THE CITY OF SANTA CLARA

15.1 This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

15.1.1 Accept an offer in full, or in part, or to reject all offers.

15.1.2 Make the selection based on its sole discretion.

15.1.3 Reject any and all proposals.

15.1.4 Issue subsequent Requests for Qualifications.

15.1.5 Postpone opening proposals for any reason.

15.1.6 Approve or disapprove the use of particular subconsultants.

15.1.7 Negotiate with any, all or none of the Proposers.

15.1.8 Accept other than the lowest offer.

15.1.9 Waive informalities and irregularities in the Proposals.

15.1.10 Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

16 PUBLIC NATURE OF PROPOSAL MATERIAL

16.1 All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public

Records Act (Cal. Government Code section 6250 et seq.) All documents that you send to the City will be subject to disclosure if requested by a member of the public.

17 INSURANCE REQUIREMENTS

- 17.1** The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment E.
- 17.2** Certificate of Insurance, as required, shall be provided to City within 10 days of the notice of award. Failure to provide the required Certificate of Insurance may result in withdrawal of the Award, and award to the next highest ranked proposer.

18 PROTESTS

- 18.1** If an unsuccessful Proposer wants to dispute the award recommendation, the Protest must be submitted in writing to the contact listed below no later than four calendar days after announcement of the successful Proposer, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with the above Section. Failure to submit a timely written Protest to the contact listed below will bar consideration of the Protest.
- 18.2** The address for submitting protests is:
- 1500 Warburton Avenue
Finance Department- Purchasing Division
Santa Clara, CA 95050
Attention: Purchasing Officer

ATTACHMENT A – STATEMENT OF REQUIREMENTS

1. GENERAL

- 1.1.** The Contractor shall provide all personnel necessary to provide year-round gymnastics programming services at the Earl Carmichael Park Gymnastics Center, located at 3445 Benton Street, Santa Clara, CA 95051, as described in this Statement of Requirements. The Contractor shall use its best efforts to provide these services in a manner to maximize revenues and minimize costs, while providing the highest standard of professional, courteous, efficient, and safe services.
- 1.2.** Contractor shall develop and offer a diverse gymnastics curriculum to participants of the gymnastics program.
- 1.3.** Contractor may be required to host and conduct gymnastics programs up to seven (7) days per week.
- 1.4.** Contractor shall make reasonable accommodations for all program participants with special needs.
- 1.5.** Contractor shall conduct participant surveys as provided by the City designed to measure participant satisfaction.

2. CONTRACTOR RESPONSIBILITIES

- 2.1.** Contractor shall provide fully qualified personnel to host and conduct gymnastics programs and classes.
- 2.2.** Contractor shall assign an on-site Gymnastics Manager to serve as the primary contact and take the lead role in overseeing and providing the required gymnastics programming services.
- 2.3.** Contractor shall develop quality gymnastics programs to be offered to customers.
- 2.4.** Contractor shall develop and submit to City pricing for all offered gymnastics programs.
- 2.5.** Contractor shall record attendance for all programs. Contractor shall submit all attendance records to the City at the end of each program meeting.
- 2.6.** Responsibility for Property – Contractor assumes the risk of and shall be responsible for any loss or damage to any equipment or property delivered to it by the City for use in the performance of the required gymnastics program services, to the extent that any damage or loss is caused by negligence, misconduct or other fault of the Contractor.
- 2.7.** Contractor will maintain gymnastics equipment in safe working condition. Upon expiration or termination of the Agreement, Contractor shall return any equipment and/or property to the City in the same condition in which the Contractor received it, except for reasonable wear and tear.

3. CITY RESPONSIBILITIES

3.1. City Resources

- 3.1.1.** City will appoint a Recreation Supervisor, to whom the Contractor's on-site Gymnastics Manager will report.

3.2. Registration and Fees

- 3.2.1.** City shall provide a registration portal to enroll program/class participants and collect all registration fees from the enrollee(s).

3.3. Payment of Invoices

- 3.3.1.** Payment will be made in accordance with City's standard business practices.

3.4. Facilities and Equipment

- 3.4.1.** City shall provide the Earl Carmichael Park Gymnastics Center for the required gymnastics programming services. City will maintain and clean the Gymnastics Center.
- 3.4.2.** The City shall provide and maintain gymnastics equipment for use by the Contractor. Contractor may propose to provide, at Contractor's own expense, their own gymnastics equipment to use in the performance of the required gymnastics program services.
- 3.4.3.** The City shall provide office space for use by the Contractor. Contractor shall be responsible for providing any equipment and furniture needed to conduct its business.
- 3.4.4.** The City shall supply and pay for the following utility expenses: electric, gas, telephone and basic internet service.

3.5. Advertisement

- 3.5.1.** City shall advertise Contractor's available gymnastics programs/classes. City may request Contractor's assistance in developing new and innovative advertising strategies.

4. GYMNASTICS CURRICULUM

Contractor shall develop and submit to the City a comprehensive gymnastics curriculum. The curriculum shall include the following information.

- 4.1.** High quality gymnastics programming that focuses on a variety of skill sets including tumbling, balance beam, floor exercises, bars, vault and other related gymnastics skills.
 - 4.1.1.** Programming shall be offered at the following skill levels.
 - 4.1.1.1.** Beginner;
 - 4.1.1.2.** Intermediate; and
 - 4.1.1.3.** Advanced.
 - 4.1.2.** Contractor shall provide gymnastics programs for participants aged 18 months to adult.
 - 4.1.3.** Contractor may offer a variety of gymnastics programs including, but not limited to:
 - 4.1.3.1.** Recreational gymnastics;
 - 4.1.3.2.** Tumbling;
 - 4.1.3.3.** Dance team;
 - 4.1.3.4.** Aerial acrobatics;

- 4.1.3.5. Cheerleading;
- 4.1.3.6. Ribbon dancing;
- 4.1.3.7. Clinics;
- 4.1.3.8. Camps;
- 4.1.3.9. Classes;
- 4.1.3.10. Private lessons;
- 4.1.3.11. Parent/child developmental play programs;
- 4.1.3.12. Programs or classes for home-schooled participants;
- 4.1.3.13. Programs for participants with special needs; and
- 4.1.3.14. Trials.

4.1.4. Contractor shall develop lesson plans for each program offered.

4.2. Program Schedule

4.2.1. Contractor shall develop a schedule of its offered gymnastics programs.

4.2.2. The schedule shall be divided into three (3) sessions:

- 4.2.2.1. Winter Session;
- 4.2.2.2. Spring/Summer Session; and
- 4.2.2.3. Fall Session.

4.2.3. Each session shall be eight (8) weeks in duration.

4.2.4. Gymnastics programs shall be available to customers during the following days and times.

- 4.2.4.1. Monday – Friday between 7:00 a.m. and 6:30 p.m., and
- 4.2.4.2. Saturdays and Sundays between 7:00 a.m. and 8:00 p.m.

4.2.5. Contractor shall submit a copy of its schedule to the City for review and approval on an annual basis. The projected schedule shall include at a minimum the following information.

- 4.2.5.1. Title of each program;
- 4.2.5.2. Session(s) that programs are offered
- 4.2.5.3. Day(s) of the week programs are offered;
- 4.2.5.4. Skill level of programs offered, if applicable;
- 4.2.5.5. Number of meeting dates in each session that program is offered;
- 4.2.5.6. Minimum and maximum program enrollment levels;
- 4.2.5.7. Session start and end date;
- 4.2.5.8. Length of each program including set up/preparation, instruction, and closeout; and
- 4.2.5.9. Holidays and other scheduled breaks during which no programs are offered.

- 4.2.6. Contractor may add programs based on interest, and facility and instructor availability.
- 4.2.7. Contractors may propose to conduct selected programs at Contractor's facility.
- 4.2.8. Final program schedule shall be subject to the City's approval.

5. PROGRAM REGISTRATION AND ENROLLMENT

- 5.1.1. Contractor shall provide to the City the list of programs available for registration. City shall make the submitted programs available on the City's online registration portal.
- 5.1.2. Customers shall register for programs and pay registration fee(s) using the City's online registration portal. Contractor shall not register customers or collect any registration fees from customers.
- 5.1.3. City will provide Contractor with access to the registration portal for the purpose of monitoring program registrations to discern if program minimum and maximum registration levels have been met.
- 5.1.4. Contractor may download registration reports from the portal, including attendance rosters, revenue reports and participant contact information.
- 5.1.5. Contractor shall keep program participant personal information confidential.
- 5.1.6. Contractor shall contact the City at least one week prior to the commencement of a class to obtain the class size and general enrollment information.
- 5.1.7. In the event a minimum program registration level has not been met, Contractor shall inform the City's Recreation Supervisor, or designee. City will have the authority to either cancel the program or extend the registration window.

6. PROGRAM FEES

- 6.1.1. Contractor shall develop and submit to the City a price list for its offered programs.
- 6.1.2. Pricing shall include the program registration fee, plus any additional program-related or equipment fees.
- 6.1.3. Contractor shall submit the price list to the City for review before the start of each session. Price list shall include a rationale for each fee charged.
- 6.1.4. Contractor's program fees shall be considered base pricing for City of Santa Clara residents. The City reserves the right to add an additional fee for non-residents to all program fees. Revenue collected from non-resident fees shall not be split with the Contractor.
- 6.1.5. Both the City and Contractor may request adjustments to the program/class fees on an annual basis.
- 6.1.6. Final price list shall subject to the City's approval.

6.2. Revenue Forecast

- 6.2.1. Contractor shall submit to the City a report describing the projected revenue for the upcoming year.

- 6.2.2. Projected revenues shall be based on the number of participants enrolled in classes, required staff, and number of classes offered.

7. STAFFING RESPONSIBILITIES

- 7.1. The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary for the efficient management of the gymnastics program.
- 7.2. Contractor shall ensure the following employment standards for all employees are complied with and enforced.
 - 7.2.1. United States of America citizenship or verified legal alien status.
 - 7.2.2. At least eighteen (18) years of age.
 - 7.2.3. No known criminal background or record of conviction for other than minor vehicle code/traffic violations.
 - 7.2.4. Contractor shall ensure that all its employees and agents abide by established local, state and federal safety rules and regulations.
 - 7.2.5. Contractor shall at its own expense, submit its proposed staff to be fingerprinted. Results are processed by the Department of Justice through the City and the City in its sole discretion shall review and determine the results of the background check.
- 7.3. **Gymnastics Manager** – Contractor shall assign an on-site Gymnastics Manager to serve as the primary contact, and take the lead role in overseeing and providing the required gymnastics program services.
- 7.4. **Teaching / Coaching Staff**
 - 7.4.1. The Contractor shall provide qualified teaching and coaching staff to provide instruction during each of the Contractor's offered programs.
- 7.5. **Staffing Plan**
 - 7.5.1. Contractor shall submit a staffing plan to the City, to be reviewed and approved, on an annual basis.
 - 7.5.2. Contractor shall ensure that there is adequate staffing to cover all scheduled programs.
 - 7.5.3. The staffing plan shall explain any staffing adjustments, including those resulting from the deletion or addition of programs.
 - 7.5.4. The Contractor shall comply with the approved annual staffing plan.
 - 7.5.5. **Adjustments to Annual Staffing Plans**
 - 7.5.5.1. The City shall have the right to adjust the approved annual staffing plan at any time during the fiscal year.

8. EMPLOYEE TRAINING

- 8.1. Contractor shall ensure that all employees are properly trained as required for the performance of the required services.
- 8.2. Contractor's employee training shall be at no cost to the City.

9. TERMINATION

- 9.1.** Upon termination of the Agreement, all property, facility space, storage, and work space provided to Contractor by the City shall be restored to its original state, less reasonable wear and tear, or improvements constructed by or approved by the City.
- 9.2.** Prior to the expiration or termination of the Agreement, the Contractor shall cooperate fully with the City in the transition of services to the subsequent contractor, if different.

ATTACHMENT B

Proposal Certification

Proposing Firm Name:		
Address:		
Telephone:		
Facsimile:		
E-mail:		
Contact person name and title:		

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Qualifications package, formal addenda issued by the City, or the pre-proposal conference.
5. As suppliers of goods or services to the City of Santa Clara, Proposer and individuals listed below certify that they do not discriminate in employment of any person because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background; and that they are in compliance with all Federal, State and local laws, directives and executive orders regarding nondiscrimination in employment.
6. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.

7. Please check the appropriate box below:

☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

☐ If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

☐ If the proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is submitted by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is submitted by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.

Authorized Representative Name (print name):	
Authorized Representative Signature (sign name):	
Authorized Representative Title (print title):	
Complete additional signatures below as required per # 7 above	
Authorized Representative Name (print name):	
Authorized Representative Signature (sign name):	
Authorized Representative Title (print title):	
Authorized Representative Name (print name):	
Authorized Representative Signature (sign name):	
Authorized Representative Title (print title):	

ATTACHMENT C – REVENUE SPLIT PROPOSAL FORM

Enter the proposed percentage of revenue to be retained by the City: _____%

1 Revenue Split

1.1 The City shall receive a percentage split of the revenue generated by the Proposer through its offered programming.

1.2 Proposer shall enter the percentage of revenue to be retained by the City above.

1.3 If the Proposer is proposing for gymnastics programming with different revenue splits, please enter the average revenue split percentage above.

1.4 The City reserves the right to negotiate the final revenue split percentage with the successful Proposer(s).

1.5 Contractor shall be responsible for the payment of any and all taxes, permits, fees, etc. of any nature, to include but not limited to business license, sales tax, excise tax, use tax, and any other types existing or to be added at a future date.

1.6 Revenue retained by Contractor shall be sufficient to cover all labor, travel and related expenses, taxes, insurance, overhead and profit.

2 Additional Programming Fees

2.1 The City may charge program participants a “non-resident fee” or other administrative fees separate or on top of the Contractor’s proposed registration fee(s). These additional City fees shall not be included in the revenue split.

ATTACHMENT D – PREVIOUS CUSTOMER REFERENCE FORM

At the time of proposal submission, two references are required from Proposers that can substantiate customer accounts where the Proposer has provided service and support similar to the requirements of this RFP. Please submit these references using this attachment. Only one copy of the form is provided in the RFP package. Proposers are required to copy the form as required to meet the reference submission requirements.

Name of Customer:	
Customer Address:	
Customer Contact Name(s):	
Customer Contact Phone Number(s):	
Detailed description of work performed for this client (use additional sheets if necessary)	

ATTACHMENT E – INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form

CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided

by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara [*insert City department name here]
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
*INSERT CONTRACTOR'S NAME**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and *insert Contractor's name, a[n] choose one: (enter State name) corporation/partnership/individual, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on *_____, 20____ and terminate on *_____, 20____.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is *spell out dollar amount (\$*insert numerical dollar amount), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's

expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed

or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner

arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor’s employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor’s obligation to protect, defend, indemnify, and hold harmless in full City and City’s employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act (“Act”) and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor’s responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City’s review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: *Dept. Name
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at * @santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

*Name of Contractor
*Address of Contractor
and by e-mail at * @XXX

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

***INSERT CONTRACTOR'S NAME**

***choose one: a[n] _____ (insert State) corporation/partnership/individual**

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of
Business Address: _____

Email Address: _____

Telephone: () _____

Fax: () _____

"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

***Insert Services to be performed**

EXHIBIT B
SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C

INSURANCE REQUIREMENTS

ATTACHMENT G – EXEMPLAR AGREEMENT ACKNOWLEDGEMENT

☐ I have read the Exemplar Agreement and have no objections.

☐ I have read the Exemplar Agreement and have the following objections:

Signature

Print Name

Date