



TOWN OF PORTOLA VALLEY

765 Portola Road | Portola Valley, CA 94028
(650) 851-1700 | www.portolavalley.net

REQUEST FOR PROPOSALS Information Technology (IT) Managed Services

RFP Issue Date: Monday, April 13, 2026
Proposals Due: Friday, May 22, 2026 at 5:00 PM PT

Submit Proposals To:

Town Manager's Office | Town of Portola Valley
765 Portola Road, Portola Valley, CA 94028
Elizabeth Martelli, Administrative Analyst | emartelli@portolavalley.net | (650) 851-1700 ext. 231

NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT

All responses to this Request for Proposals (RFP) accepted by the Town of Portola Valley shall become the exclusive property of the Town. At such time as Town staff recommends a qualified IT managed services firm and such recommendation, with any recommended contract appears on the Town Council agenda, all proposals accepted by the Town of Portola Valley shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Trade Secret," "Confidential," or "Proprietary." Each element of a proposal that a Proposer desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the Town of Portola Valley in any way whatsoever. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the Town of Portola Valley shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

1. Introduction and Overview

1.1 Purpose

The Town of Portola Valley ("Town") is soliciting proposals from qualified, experienced information technology (IT) managed services firms to provide comprehensive IT support, infrastructure management, cybersecurity, and strategic technology advisory services. The Town seeks a cost-effective, proactive managed services partner that can serve as its de facto IT department, given the Town's lean staffing model and the absence of a dedicated in-house IT professional.

Because no Town staff member holds technology expertise, the selected contractor will serve as the Town's sole source of independent technology judgment. This is not a supplemental or advisory role — it is a primary operational function. The Town's management and elected officials will rely on the contractor to assess the current state of the Town's technology environment; evaluate whether existing systems remain fit for purpose; proactively identify risks, deficiencies, and emerging threats without waiting to be asked; recommend solutions, platforms, and vendors based on the Town's interests rather than the contractor's convenience; and provide plain-language explanations of technical issues and trade-offs that enable informed decision-making by non-technical staff and Town leadership. This advisory function extends to third-party vendor relationships: when software vendors, platform providers, or technology consultants approach the Town with proposals, upgrades, or contract renewals, the contractor shall review and assess those proposals on the Town's behalf and provide an independent written recommendation. Proposers should understand that the Town expects both responsive, high-quality support for the day-to-day technology needs of Town staff and proactive professional judgment that anticipates needs, identifies risks, and communicates findings clearly to a non-technical audience. Reactive troubleshooting and responsive service delivery are essential; so is the initiative to advise the Town before problems arise.

1.2 Background

Portola Valley is a general law municipality incorporated in 1964, located in San Mateo County on the San Francisco Peninsula. The Town encompasses approximately 9.2 square miles and serves approximately 4,700 residents. Town Hall is located at 765 Portola Road, Portola Valley, CA 94028, and is open Monday through Thursday, 8:30 AM to 12:00 PM, with the lobby closed on Fridays.

The Town operates with a small full-time equivalent (FTE) staff, approximately 20 or fewer FTEs and part-time employees across all departments, and has historically relied entirely on contracted IT managed services for all technology support. Departments include: Town Manager, Town Clerk, Finance, Planning & Building, Public Works, Parks & Recreation, Human Resources, and Sustainability. Law enforcement is contracted through the San Mateo County Sheriff's Office; fire protection is provided by the Woodside Fire Protection District.

1.3 Current Technology Environment

The Town currently contracts for IT managed services and is conducting this solicitation to ensure it continues to receive best value and service quality aligned with its current and evolving technology needs. The Town's technology environment includes the following platforms and

systems. Proposers are expected to demonstrate familiarity with, or the capacity to quickly develop competence in, each of these:

Platform / System	Function and Notes
Microsoft 365 / Azure AD	Staff email, SharePoint, OneDrive, Teams; user provisioning and administration
OpenGov	Digital permitting (transitioning from EnerGov), code enforcement, service requests, records management, financial reporting, and external communications. Finance Department is an active user; Planning & Building transition in progress.
Laserfiche	Enterprise content and records management
ESRI ArcGIS / GIS	Geographic information systems; used by Planning & Building and other departments; integration with OpenGov permitting and public viewer ongoing
Bluebeam Revu	PDF markup and plan review software used by the Planning & Building Department; requires compatible hardware; subject to periodic version updates
Granicus	Town website (CivicEngage platform) and Media Manager for agendas, minutes, and meeting video
Windows (servers and workstations)	Server and workstation OS environment; VMware virtualization platform
Network Infrastructure	LAN, switches, routers, firewall, wireless (Aruba or comparable), VPN; ISP-provided internet
RingCentral (VoIP / Telephony)	Cloud-based VoIP and unified communications platform used Town-wide; contractor shall coordinate with RingCentral for connectivity, access, and integration issues; deep RingCentral administration is a separate optional service
MSP Service Management Platform	The Town's current IT environment is managed through a professional MSP platform (ticketing, RMM, documentation, and asset management). The incoming contractor must ensure full continuity of all service history and documentation at transition.
Coda (A/V Technology)	Current A/V and technology services provider for the School House public meeting facility. A separate RFP for the School House technology retrofit is anticipated for release after the IT Managed Services contract execution.

1.4 Related and Concurrent IT Initiatives

- OpenGov Full Implementation (Planning & Building): Active transition from EnerGov across permitting, code enforcement, service requests, records management, GIS integration, financial reporting, and public communications. Finance already live on OpenGov.
- School House Technology Retrofit (Separate RFP — anticipated May/June 2026): A separate competitive solicitation for a technology retrofit of the School House building to

support Town Council and Planning Commission meetings and public events is anticipated for release after the IT Managed Services contract execution. Coda currently services this facility. The selected IT managed services provider may be asked to provide coordination, network integration, or transition support in connection with that project. The Community Hall building may be included as an optional scope item in that RFP.

- GIS Maintenance and Integration: Ongoing ArcGIS updates; integration with OpenGov permitting and public viewer.
- ADA Title II Digital Accessibility: The Town may require support for web accessibility compliance review under ADA Title II. The compliance deadline for smaller municipalities (population under 50,000) is April 2027.

2. Procurement Schedule

The following schedule is anticipated. The Town reserves the right to modify any date at its sole discretion. All addenda will be posted to the Town's website at www.portolavalley.net.

Milestone	Anticipated Date
Release of RFP	Monday, April 13, 2026
Questions Due (written, via email only)	Monday, April 27, 2026 by 5:00 PM PT
Written Responses / Addenda Issued	Friday, May 1, 2026
Proposals Due	Friday, May 22, 2026 by 5:00 PM PT
Proposal Evaluation / Interviews (if held)	Week of June 1, 2026
Award Recommendation — Town Council Meeting	Wednesday, June 24, 2026 (4th Wednesday)
Contract Execution / Notice to Proceed	Week of June 29, 2026
Target Contract Start Date	July 8, 2026 (or as negotiated)

All questions must be submitted in writing via email to Elizabeth Martelli, Administrative Analyst, at emartelli@portolavalley.net, (650) 851-1700 ext. 231. Oral inquiries will not be accepted. Written responses will be issued as addenda and distributed to all known prospective proposers.

3. Scope of Services

The selected contractor shall serve as the Town's comprehensive IT managed services provider — functioning in all respects as the Town's IT department. The Scope is organized into Core Required Services (Section 3.1), Transition Requirements (Section 3.2), Exclusions (Section 3.3), and Additional/Optional Services (Section 3.4). Proposers shall respond to all Core Required Services and shall clearly identify any exclusions.

3.1 Core Required Services

3.1.1 Hardware Support

Contractor shall maintain the operational integrity of all Town hardware, including servers, workstations, storage systems, switches, routers, firewalls, printers, and related infrastructure components. Specifically:

- Perform minor routine repairs and maintenance: reseating components, swapping failed drives, upgrading RAM, replacing cables, cleaning inspections, and similar tasks
- For manufacturer-level repairs (system board replacement, electrical work), coordinate and oversee manufacturer-authorized service; manage scheduling, oversight, and verification of all third-party services
- Ensure data protection is in place before and during any hardware service event
- For warranty-covered hardware: act as liaison with manufacturer, coordinating and tracking warranty service requests on behalf of the Town
- Maintain a current, automated hardware/software asset inventory with lifecycle and warranty expiration reporting to support the Town's budget process
- Produce and maintain a multi-year equipment replacement schedule covering all laptops, workstations, accessories, phones/mobile devices, printers, and network infrastructure — with proposed replacement timelines and associated cost estimates; update annually and present to the Town Manager in advance of the budget cycle
- Hardware-software compatibility check before any software update or upgrade: confirm the target device meets current requirements; do not deploy updates to hardware that cannot support them without first flagging the issue and recommending remediation

3.1.2 Operating System and Application Support

- Provide full support for Windows operating systems and VMware virtualization, including service packs, patches, updates, diagnostics, and advanced problem resolution
- Liaise with Microsoft and VMware engineering support as needed
- Support mainstream business applications and those commonly used in California municipal government environments (including but not limited to Microsoft 365 suite, Adobe Acrobat, and platforms listed in Section 1.3)
- Where support needs exceed in-house expertise, engage software vendor support to resolve issues; the contractor shall serve as the Town's primary interface with all software vendors
- Maintain a comprehensive software subscription and licensing register for all Town applications: track renewal dates, license counts, version currency, and associated hardware requirements; provide the Town Manager with advance notice of upcoming renewals (minimum 60 days) and flag any at-risk lapses
- Proactively monitor for software renewals and ensure no lapse in licensed software; this includes enterprise platforms (e.g., ESRI ArcGIS, Adobe Acrobat, Microsoft 365, OpenGov, Laserfiche, Bluebeam Revu [Planning & Building], and all other licensed applications in use) and any ancillary subscriptions managed on the Town's behalf

3.1.3 Printer and Peripheral Support

- Interface devices to network/systems, perform firmware updates, replace consumables and minor parts (drums, etc.) without requiring disassembly

- Facilitate third-party repairs for work beyond basic maintenance using established vendor partnerships

3.1.4 Mobile Device Support

- Configure mobile devices (phones, tablets) for organizational network access, application configuration, and VPN connectivity
- Manage business-related mobile support issues for authorized Town staff
- Mobile Device Management (MDM): propose and implement MDM solution with policy enforcement, remote wipe capability, and location reporting if desired by the Town (pricing to be provided separately)

3.1.5 Server Virtualization and Storage

- Full administration of Microsoft Hyper-V and/or VMware ESX environments: installation, configuration, maintenance, patching, and support
- Administer storage systems (DAS, NAS, SAN) including routine maintenance; coordinate manufacturer support for hardware/software engineering issues
- Manage virtualized multi-host platforms with high availability to ensure continuous server operations through planned and unplanned outages

3.1.6 Network Infrastructure Management

- Manage, monitor, and maintain all Town network infrastructure: LAN, switches, routers, firewalls, and wireless access points (Aruba or current platform)
- Network design, IP address management, VLAN configuration, DHCP, and DNS administration
- Firewall configuration and management with focus on security, reliability, and performance
- VPN and remote access configuration and support
- Internet connectivity coordination with ISP; WAN monitoring and troubleshooting
- Wireless network administration and optimization across all Town facilities
- Ensure reliable WiFi coverage in all communal spaces and ancillary buildings, including the Town Hall conference room and other shared-use spaces; assess current wireless coverage gaps and include remediation recommendations in the initial technology assessment

3.1.7 Security Management

Given the increasing threat environment facing local governments, the Town requires a comprehensive, layered security posture. Contractor shall provide:

- Endpoint detection and response (EDR) — protection, detection, and eradication on all managed devices
- Email security and anti-phishing protections
- Cybersecurity awareness training for Town staff (minimum annually; phishing simulation testing included)
- Password policy management and multi-factor authentication (MFA) enforcement
- Internal and external vulnerability scanning
- External penetration testing (minimum annually)
- Security event monitoring and incident response; 24/7 incident notification capability

- Participation in government security information-sharing forums (e.g., MS-ISAC, Cal-CSIC); proactive distribution of threat intelligence and actionable remediation items
- Cybersecurity incident response plan: develop, maintain, and test with Town staff
- Compliance advisory for California data privacy (CCPA) and applicable federal frameworks

3.1.8 Data Protection, Backup, and Recovery

Contractor shall implement and manage a comprehensive data protection strategy encompassing both prevention and recovery:

- Prevention: file and system security controls, backup policies, file transfer monitoring, and strong security procedures
- Local file recovery: for loss of files or folders due to user error or malware
- Full image replication: for restoring entire server volumes or servers
- Off-site replication: to ensure system access in the event of catastrophic loss of or loss of access to facilities
- Cloud repository backup: to protect against cloud provider failures
- Backup policy documentation; regular testing of recovery procedures with written results reported to Town management

3.1.9 Business Continuity and Disaster Recovery Planning

- Conduct and document a business continuity (BC) analysis of critical components and services
- Assess and recommend solutions for power redundancy (UPS/battery backup; generator coordination where applicable)
- Design and maintain storage redundancy: multiple nodes, synchronous replication, and redundant power
- Virtualization platform high availability configuration to ensure continuous server operation through host failures or maintenance
- Develop and maintain a written Disaster Recovery (DR) plan, including off-site server image replication, standby compute capability, and remote connectivity procedures for staff
- Annual DR plan review and tabletop exercise with Town management

3.1.10 Remote Worker and Remote Access Support

- Configure and support all Town-approved remote access methods (VPN, RDS, cloud-based access)
- Ensure remote workers have full access to Town systems, data, and applications
- Coordinate remote access with DR recovery site methodology

3.1.11 Cloud Services Administration

- Administer the Town's Microsoft 365 tenant: Exchange Online, SharePoint, OneDrive, Teams — including user provisioning, licensing, data backup, and hybrid integration
- Azure Active Directory (Entra ID) administration: user accounts, group policies, conditional access, and MFA
- Advise on and manage cloud infrastructure (Azure and/or AWS) as applicable to the Town's environment

- Manage RingCentral VoIP portal coordination and other cloud-delivered services. For RingCentral specifically, included services are: network connectivity troubleshooting, user provisioning and deprovisioning, basic configuration changes, and liaison with RingCentral support. Excluded from the fixed fee (billed as additional services): advanced call routing and IVR configuration, auto-attendant builds, reporting portal customization, and feature development beyond standard user support. See Section 3.3.
- Microsoft Cloud Service Provider (CSP) capability preferred

3.1.12 Help Desk and End-User Support

Contractor shall maintain a professional, responsive help desk available to all Town staff. On-site presence: the Town expects a minimum of four (4) hours of scheduled on-site service per week at Town Hall during regular business hours, with additional on-site time as needed for projects, hardware work, and staff requests. Proposals offering fewer than four hours per week must clearly justify how remote-first service delivery will meet the Town’s operational needs; the Town may weight this criterion accordingly in the evaluation. Proposers shall state their proposed on-site minimum in Section 5.3 and on the Cost Proposal form.

- Regular-hours remote help desk: Monday through Friday (excluding Town holidays), minimum 8:00 AM to 5:00 PM Pacific
- Multiple ticket submission channels: email, phone, and remote desktop agent (system tray icon or equivalent)
- Service Level Agreement (SLA) — Priority Tiers: The Town defines four priority levels. Proposers shall meet or exceed the response and resolution targets below. “Response” means acknowledgment and assignment to an active technician. “Resolution” means the issue is resolved or a documented workaround is in place. (P1) Critical — Complete outage of Town network, email/M365 platform, or any system affecting public safety operations or time-sensitive Town business; VIP user with total system failure. Response: 30 minutes; Resolution target: 4 hours. After-hours on-call response required. (P2) High — Single user or department fully unable to work; server or storage degraded but operational; security alert requiring immediate action. Response: 1 hour; Resolution target: 8 business hours. (P3) Medium — Partial functionality impaired; workaround available; non-critical software or peripheral issue. Response: 2 business hours; Resolution target: next business day. (P4) Low — General questions, requests, scheduled maintenance tasks, training. Response: 4 business hours; Resolution target: within 3 business days. Proposers shall state their proposed SLAs in Section 5.4 and clearly identify any deviations from these targets.
- Escalation protocol: tiered escalation to senior technician and firm management for unresolved issues; the firm’s principal/president-level engagement for repeated escalations
- After-hours emergency support: on-call technician reachable by phone with SMS/voicemail escalation; 24/7 notification capability for critical issues
- Remote desktop access (with user authorization) for direct issue resolution and training support
- VIP prioritization: ability to configure escalation priority for Council members, Town Manager, and designated staff
- Provide Town management with one portal user license (minimum) for real-time service ticket viewing, management, and reporting

3.1.13 Service Management and Documentation Platform

Contractor shall operate a professional service management platform (such as ConnectWise, Autotask, or equivalent) providing:

- Service ticket origination, updates, prioritization, and tracking for all Town service requests
- Remote monitoring and management (RMM) agents on all servers, workstations, and laptops: automated patching, alerting, and system-generated tickets
- Inventory and asset management: automated hardware configuration and software license reporting; compliance audit support
- Software subscription and renewal calendar: maintained within the asset management platform with automated alerts to Town management for renewals due within 60 days; includes version tracking and hardware compatibility flags
- Warranty lifecycle reporting: purchase dates, warranty expiration, and budget support data
- Project management module: projects tracked separately from service tickets, with phases, task lists, time estimates, and resource tracking
- Knowledge base / documentation repository: maintained and searchable; accessible to all assigned technicians; updated with all Town-specific infrastructure, processes, and procedures

NOTE: All service history, documentation, network diagrams, credentials, and knowledge base content accumulated under this contract are the exclusive property of the Town (see Section 7.5). At contract expiration or termination, the contractor must deliver a complete export of all such records in a commonly readable format within 10 business days.

3.1.14 Purchasing Advisory and Procurement Support

- Provide procurement advisory services for all Town technology purchases: requirements analysis, vendor comparison, and bid facilitation
- Where serving as reseller: obtain pricing through manufacturer-authorized channels; provide itemized quotes; facilitate competitive pricing where multiple bids are required by Town policy
- Hardware initialization services: pre-configure workstations, servers, and network equipment prior to on-site delivery to minimize user disruption
- Establish and maintain standardized hardware profiles (workstation specs, monitor options) for recurring procurement efficiency
- Note: All technology procurement over the Town's competitive bidding threshold must follow Town procurement policy. The contractor's role is advisory and facilitation, not sole-source authorization.

3.1.15 Technology Planning, Policy Development, and Strategic Advisory

The strategic advisory function is a core deliverable of this contract, not a secondary or optional service. Because the Town has no in-house technology expertise, the contractor is expected to serve as the Town's primary source of technology guidance across all aspects of municipal operations — assessing the current environment, evaluating options, recommending courses of action, flagging risks proactively, and advising on both day-to-day decisions and long-range planning. This includes independent assessment of proposals from third-party vendors and

platform providers: when any technology vendor approaches the Town, the contractor shall review the proposal, assess its fit with the Town's environment and interests, and provide a written recommendation before the Town commits to any course of action. The deliverables below represent the minimum structured outputs of this advisory function; ongoing advisory engagement with the Town Manager is expected continuously throughout the contract term.

- Annual technology assessment and multi-year capital plan: submitted to Town Manager prior to the annual budget cycle, with cost projections and prioritized recommendations
- Proactive improvement and efficiency proposals: the Town expects its IT contractor to function as a true technology partner — not merely a reactive repair service. Contractor shall regularly identify and propose technology improvements, workflow efficiencies, and cost-saving opportunities, including recommendations for tools or platforms that could reduce manual processes or improve service delivery across departments. Such proposals shall be documented and presented to the Town Manager at least annually, and informally as opportunities arise throughout the year
- Strategic planning: adoption of new technology, growth planning, regulatory/compliance changes, and security landscape evolution
- Budget support: decision support and cost estimates for special projects and ongoing operations
- IT policy development and maintenance: collaborate with Town management to develop and maintain: information security policy, acceptable use policy (email/internet/systems), remote worker policy, employee onboarding/offboarding IT procedures, system acceptance test plans, and related documentation
- Attendance at Town staff technology meetings as requested (typically quarterly or as needed)
- On-call advisory to Town Manager for technology-related decisions and vendor negotiations
- Third-party vendor proposal review: when any software vendor, platform provider, SaaS company, or technology consultant submits a proposal, pricing quote, contract renewal, or upgrade recommendation to the Town, contractor shall review and assess the proposal on the Town's behalf and provide a written recommendation to the Town Manager prior to the Town's commitment. The recommendation shall address: technical fit with the Town's existing environment, total cost of ownership, contractual risks, integration requirements, and whether the proposal represents the Town's best available option. This includes renewals for existing platforms (e.g., OpenGov, Laserfiche, Granicus, ESRI, Microsoft) as well as proposals from new vendors.

3.1.16 Reporting

- Monthly written activity report to Contract Administrator: service requests opened/closed/pending, incident summary, on-site visit log, project status, and SLA performance metrics
- Annual technology risk and status report
- No less than quarterly reports on cybersecurity posture, vulnerability scan results, and pending remediation items

3.2 Transition Requirements

The Town places significant value on service continuity. The following transition requirements apply to any newly selected contractor:

1. **Pre-Transition Discovery:** Within 10 business days of Notice to Proceed, meet with Town management to confirm scope, expectations, deliverables, and service delivery methodology.
2. **Knowledge Transfer from Current Provider:** Coordinate with the current provider to gather all available documentation on infrastructure, operations, processes, ongoing initiatives, and service ticket history (minimum 12 months). All existing documentation shall be uploaded to the incoming contractor's knowledge base.
3. **Infrastructure Assessment:** Conduct a hands-on review of all Town technology infrastructure and meet the user community. Develop a comprehensive network diagram and system documentation inventory.
4. **Contact and Escalation Directory:** Develop a current list of internal and external contacts and areas of responsibility (server room HVAC, ISP, RingCentral, GIS, OpenGov, Laserfiche, Granicus, etc.).
5. **Onboarding Period SLAs:** For the first 30–60 days, formal SLA metrics will not be strictly enforced as the incoming contractor completes its learning curve. The Town expects weekly management review meetings during the first 30 days, biweekly for the following 30 days, then monthly thereafter.
6. **90-Day Review:** At the end of the first 90 days, contractor shall submit a written status report to the Town Manager covering progress, identified issues, and recommended adjustments.
7. **Transition-Out Cooperation:** At end of contract term or upon termination, contractor shall cooperate fully with any successor provider, providing complete transfer of all documentation, credentials, network diagrams, asset inventories, and service records within 10 business days.

3.3 Exclusions

In IT managed services contracts generally, the following items are commonly excluded from fixed fees and are expected to be billed as additional services or pass-through costs. Proposers shall clearly identify which of the following are included in their fixed fee and which are billed separately:

- Physical cabling work (data, voice, A/V cabling installation)
- Hardware parts, software licenses, cable, connectors, and materials of any kind (typically pass-through at cost)
- Direct support for telephony/VoIP platform: basic RingCentral coordination (network connectivity, user provisioning, liaison with RingCentral support) is included in the fixed fee; advanced administration (call routing, IVR builds, auto-attendant configuration, reporting customization) is billed as additional services per Section 3.1.11
- Full MDM platform deployment for mobile devices (basic mobile connectivity support included; enterprise MDM billed separately)
- Encryption products or services beyond standard endpoint tools
- Carrier services (internet, private lines, VoIP)
- After-hours on-site support beyond emergency response

- On-site hours beyond the contracted weekly minimum
- Hardware repairs covered by active manufacturer warranty (contractor facilitates warranty service as liaison)

The items above are billing exclusions from the fixed fee. The following represent affirmative optional scope items available for separate pricing.

3.4 Additional / Optional Services

- School House technology project coordination or integration support (separate RFP anticipated after IT Managed Services contract execution; see Section 1.4)
- Community Hall technology assessment and support
- ADA Title II digital accessibility compliance review and remediation support
- Expanded penetration testing or SOC/SIEM monitoring services
- Grant identification and application support for technology funding
- Custom programming or application development (facilitated through subcontractor partnerships)

4. Minimum Qualifications

To be considered responsive, proposers must demonstrate all of the following:

1. Firm has been actively providing IT managed services for at least five (5) years.
2. Firm has current or recent (within the past five (5) years) experience providing IT managed services to at least two (2) California municipal or public agency clients with a workforce of 50 or fewer FTEs.
3. Firm maintains a local presence (San Francisco Bay Area or Northern California) capable of providing on-site support to Portola Valley.
4. Firm can demonstrate working familiarity with at least three (3) of the following platforms: Microsoft 365/Azure AD, OpenGov, Laserfiche, ESRI ArcGIS, Granicus, VMware, or ConnectWise (or equivalent MSP platform).
5. Firm carries all required insurance coverage as specified in Section 9.
6. Firm has no active conflicts of interest with the Town of Portola Valley or its current vendors.
7. Firm has not had a contract terminated for cause in the past five (5) years.

5. Proposal Submission Requirements

Proposals shall be submitted electronically in PDF format to the Contract Administrator email address shown on the cover page, no later than the date and time shown in Section 2. Late proposals will not be accepted. All proposals must include the following sections, organized with a table of contents:

5.1 Cover Letter

Signed by an authorized representative; confirms the firm's interest and understanding of the scope; identifies the proposed Account Manager; confirms the proposal is valid for a minimum of 120 days from the submission date.

5.2 Firm Background and Qualifications

- Company history, ownership, years in operation, and office location(s) from which services will be delivered to Portola Valley
- Number and type of current California municipal/government clients; indicate any clients comparable in size to Portola Valley
- Description of any litigation, claims, regulatory actions, or contracts terminated for cause in the past five (5) years
- Disclosure of any potential conflicts of interest with the Town of Portola Valley

5.3 Key Personnel

- Resume and qualifications for the proposed Account Manager and any other key staff assigned to the Town
- Proposed staffing model: dedicated technician(s), on-site hours per week, and how after-hours and emergency coverage will be provided
- Subcontractor identification, if applicable (a single primary vendor is preferred; all subcontractors must be identified)
- Statement on personnel change policy: what notice will be provided to the Town in the event of a change in assigned personnel

5.4 Technical Approach and Service Delivery Plan

Proposers shall provide a thorough narrative addressing each of the following:

- Approach to delivering each of the Core Required Services in Section 3.1 — specifically addressing hardware support, security, data protection/backup, and platform coordination
- Service management platform proposed (ticketing, RMM, documentation, asset management) — describe tools and the Town's access and reporting capabilities
- Proposed SLAs: response and resolution time targets for P1/Critical, P2/High, P3/Medium, and P4/Low priority issues (as defined in Section 3.1.12) during regular and after-hours periods. Proposers shall meet or exceed the Town's defined targets; any deviations must be clearly identified and justified
- Security posture and toolset: describe endpoint protection, email security, vulnerability scanning, and penetration testing methodology and cadence
- Transition plan from current provider: step-by-step approach to knowledge transfer, infrastructure documentation, and 30/60/90-day milestones. Address how service continuity will be maintained during transition.
- Approach to platform coordination (OpenGov implementation support, Laserfiche, GIS, Granicus, M365)
- Approach to purchasing advisory and hardware procurement: describe reseller partnerships, pricing channels, and hardware initialization capability
- Strategic advisory approach: describe how the firm delivers its advisory function to clients with no in-house technology staff. Provide specific examples of how your firm has proactively identified technology risks or opportunities for a comparable municipal client, assessed a third-party vendor proposal on a client's behalf, or recommended against a course of action the client was otherwise inclined to pursue. Explain how technical findings and recommendations are communicated to non-technical decision-makers

- Exclusions: clearly state any services in Section 3.1 or 3.3 that are not included in the proposed fixed fee

5.5 References

Minimum three (3) references from current or recent IT managed services clients. At least two (2) must be California municipal or public agency clients with comparable staff size. See Exhibit C for required reference format.

5.6 Cost Proposal

Provide a complete cost proposal using the structure below. The itemized format is required because it will serve as the basis for Exhibit B (Compensation) of the Town's standard Agreement for Contractor Services — forming the contractual pricing schedule for the full term of the agreement and the basis for invoice review, scope amendments, and any future adjustments. Cost-effectiveness is a rated criterion (15%).

Service Item	Pricing Model	Proposed Cost
Core Managed Services — all Sections 3.1.1–3.1.16	Monthly flat fee	\$_____ /month
On-site support hours included per week (state minimum)	Included / T&M above	\$_____
RMM agents — servers (# units x rate)	Per unit/month	\$_____
RMM agents — workstations and laptops (# units x rate)	Per unit/month	\$_____
After-hours emergency remote support	Included / or \$/hr	\$_____
Additional on-site hours (T&M, regular hours)	\$/hr	\$_____/hr
After-hours on-site support (T&M)	\$/hr	\$_____/hr
Special/project work (hourly rate)	T&M	\$_____/hr
Annual technology assessment and plan	Included / or fixed fee	\$_____
Transition / onboarding (one-time, non-recurring)	Fixed fee	\$_____
Optional/additional services (itemize separately)	Per item	\$_____
Estimated Annual Total — Year 1 (all-in)	Calculated	\$_____
Estimated Annual Total — Year 2	Calculated	\$_____
Estimated Annual Total — Year 3	Calculated	\$_____
3-Year Contract Total Estimate (all-in)	Calculated	\$_____

Also provide: (a) whether rates are fixed for the full 3-year initial term; (b) if subject to escalation, the maximum annual escalation percentage and index basis; (c) any travel/expense reimbursement requested (note: the Town does not reimburse local travel for Peninsula-based contractors); (d) software/tools to be deployed in the Town environment and licensing/ownership model; and (e) on-site service minimums (minimum block hours, etc.).

5.7 Insurance Confirmation

Confirm in writing that the firm can provide all insurance coverages required in Section 9, with the Town named as an additional insured. Proof of insurance will be required prior to contract execution.

6. Evaluation Criteria and Selection Process

6.1 Evaluation Criteria

1. Qualifications & Relevant Experience (25%) — Firm background, staff credentials, years in operation, government IT experience, comparable client base; experience working in or with the Town of Portola Valley.
2. Technical Approach & Scope Coverage (30%) — Completeness, service delivery model, SLAs, tools/platforms, responsiveness to all scope areas, and coherence of proposed schedule.
3. Understanding of Town's Environment (20%) — Demonstrated knowledge of Town platforms (OpenGov, Laserfiche, M365, GIS, Granicus), transition capability, and ability to meet the specific needs of the Town.
4. Cost-Effectiveness (15%) — Value for cost; transparent and complete pricing; fixed-fee clarity; T&M rate competitiveness.
5. References (10%) — Quality and recency of references from comparable small municipal clients in California; demonstrated ability to work cooperatively and collaboratively.

6.2 Selection Process

1. Initial Review: Town staff will screen all proposals for responsiveness to minimum qualifications (Section 4) and conformance to stated requirements. Proposals that deviate substantially from the basic intent or fail to satisfy mandatory minimum requirements will be eliminated from further consideration.
2. Detailed Review: Responsive proposals will be evaluated and scored by a review panel based on the criteria in Section 6.1. The Town Manager, in consultation with the Assistant Town Manager, will oversee the evaluation process.
3. Interviews: Top-ranked proposers may be invited for an oral interview/presentation at Town Hall (45–60 minutes). The Town may conduct reference checks on finalists, including contacting references not listed in the proposal.
4. Clarifications: The Town reserves the right, at its sole discretion, to request clarifications from any or all proposers. Discussions shall be limited to specific sections identified by the Town and conducted after initial evaluation is complete. Any clarifications shall be put in writing by the proposer.
5. Award: The Town will negotiate a final contract with the top-ranked firm. If negotiations are unsuccessful, the Town reserves the right to proceed to the next-ranked proposer. The selection and contract award recommendation will be presented to Town Council for approval.
6. Reserved Rights: The Town reserves the right to reject any or all proposals, to waive minor irregularities, and to award a contract in the manner that best serves the Town's interests. The Town is not obligated to award a contract as a result of this RFP.

7. Contract Terms

7.1 Contract Form

The selected contractor will be required to execute the Town's standard Agreement for Contractor Services, which is incorporated by reference into this RFP and attached as Exhibit D. The Town's policy is that the Agreement be accepted in substantially the form attached. Proposers wishing to note any objections must do so in writing with their proposal. Failure to identify objections will be deemed acceptance. In the event of any conflict between the terms of this RFP and the Agreement, the Agreement controls per its Section 28.

7.2 Term

Initial contract term: three (3) years from Notice to Proceed. The Town Manager may extend the term with Town Council approval. Compensation amendments require Town Council approval. Note: The Town's standard Agreement for Contractor Services (Section 2) authorizes the Town Manager to extend completion dates by up to six months. For this contract, the multi-year term and extension provisions described above will be reflected in the negotiated Agreement and shall govern; the standard six-month reference does not limit the term structure set forth here. [TOWN ATTORNEY NOTE: This intent is expressed in the RFP only, not in the Agreement itself. Prior to contract execution, Section 2 of the Agreement must be amended to reflect the negotiated three-year term and two one-year extension options, and the six-month completion date extension language must be conformed accordingly. Failure to amend the Agreement before execution leaves an ambiguity that a contractor could invoke in a dispute over term or extension rights.]

7.3 Compensation and Billing

The contract will establish a not-to-exceed maximum. Contractor shall invoice the Town monthly for services rendered. Invoices shall itemize: date of service, technician who performed service, description, and duration of chargeable time (billed in 1/10-hour increments for T&M work). Additional services may only be performed upon prior written authorization from the Contract Administrator.

7.4 Independent Contractor

The contractor is an independent contractor, not an employee of the Town. The contractor is solely responsible for all taxes, workers' compensation, and employee-related obligations for its staff. The contractor shall not represent itself as an agent of the Town.

7.5 Ownership of Work Product and Data

All work product, documentation, reports, network diagrams, system configurations, knowledge base content, service history records, credentials, and Town data produced, accumulated, or held by the contractor in connection with this contract are the exclusive property of the Town. Upon contract expiration or termination, the contractor shall deliver a complete, organized export of all such records and credentials to the Town and/or its successor contractor within 10 business days. Contractor shall have no right to retain or use any Town data or work product after contract termination.

7.6 Confidentiality

The contractor shall hold all Town data, records, personnel information, and system details in strict confidence and shall not disclose any such information to any third party without prior written approval of the Town. This obligation survives expiration or termination of the contract. Data Breach Notification: Upon discovery of any actual or reasonably suspected unauthorized access to, acquisition of, or disclosure of Town data or systems, contractor shall notify the Town Manager by telephone and in writing within twenty-four (24) hours of discovery, regardless of whether the full scope of the incident has been determined. Contractor shall provide a written incident report within five (5) business days detailing: the nature and scope of the incident, data and systems affected, steps taken or planned for containment and remediation, and any required regulatory notifications. Contractor shall cooperate fully with the Town and, at the Town's request, with law enforcement and forensic investigators. All costs associated with investigation, notification, and remediation arising from contractor's acts or omissions are the contractor's responsibility.

7.6a Use of Artificial Intelligence and Automated Processing Tools

Contractor shall not submit, transmit, upload, or otherwise process Town data — including but not limited to personnel records, financial data, system credentials, network configurations, service ticket contents, or any other non-public Town information — through any third-party artificial intelligence (AI) platform, large language model (LLM), generative AI service, or cloud-based automated analytics tool, without prior written approval of the Town Manager. This restriction applies to AI-assisted diagnostic tools, automated summarization or classification services, and any tool that processes Town data outside of contractor's own controlled infrastructure or the Town's approved systems environment. Contractor shall, upon request, disclose to the Town all AI and automated processing tools currently deployed in the performance of this contract, including the data each tool processes and the tool's data retention and privacy policies. Contractor shall include equivalent restrictions in any subcontractor agreements. Violation of this section may constitute a material breach.

7.7 Termination

The Town may terminate the contract at any time without cause upon five (5) days' written notice. The contractor may terminate upon thirty (30) days' written notice to the Town. Upon termination, contractor shall deliver all Town data, documentation, and work product as described in Section 7.5.

7.8 SLA Performance and Service Credits

Contractor shall meet the SLA response and resolution targets set forth in Section 3.1.12 of this contract. Monthly SLA performance shall be reported in the monthly activity report required under Section 3.1.16. In any calendar month in which contractor fails to meet P1 or P2 response or resolution targets on two (2) or more separate incidents, the Town may apply a service credit equal to five percent (5%) of the monthly flat fee for that month, for each qualifying incident beyond the second. Service credits shall be applied as an offset against the following month's invoice; they are not cumulative across months and do not constitute a waiver of other remedies. If SLA failures are chronic — defined as three (3) or more months in a rolling twelve-month period in which credits are applied — the Town may treat this as a material breach and proceed under Section 7.7. The parties shall negotiate SLA targets and credit mechanics in good faith as part of contract execution, using Section 3.1.12 as the baseline.

7.9 Personnel

The Town's entry into this contract is based in part on the qualifications of specific proposed personnel. The contractor shall provide written notice to the Town at least 10 business days prior to any change in assigned Account Manager or primary technician. Substitutions require Town approval. The contractor shall maintain sufficient staffing to fulfill all SLAs. Background Checks: All contractor personnel with access to Town facilities, systems, networks, or data shall have successfully completed a background check conducted within the preceding three (3) years. At a minimum, background checks shall cover criminal history. The Town reserves the right to request written confirmation that background checks have been completed for any assigned personnel. The contractor shall not assign personnel to Town accounts who have been found, through a background check or otherwise, to pose an unacceptable security or reputational risk. This requirement extends to subcontractors and their personnel.

7.10 Subcontracting and Assignment

The contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Subcontracting of any portion of the scope of work requires prior written approval. Proposers shall identify any anticipated subcontractors in their proposal. Per Section 17 of the Agreement for Contractor Services (Exhibit D), the Town's selection is based in part on the professional competence and reputation of the prime contractor.

7.11 Indemnification

The contractor's indemnification obligations are governed by Section 18 of the Agreement for Contractor Services (Exhibit D). To the fullest extent permitted by law, the contractor shall hold harmless, defend, and indemnify the Town and its officers, officials, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, and expenses arising out of or related to the contractor's performance under this contract, except for loss or damage caused solely by the Town's negligence or willful misconduct. The duty to defend applies immediately upon a claim regardless of whether liability has been established. This obligation survives termination or expiration of the contract.

7.12 Books, Records, and Audit Rights

The contractor shall maintain complete and accurate accounting records relating to services performed under this contract in accordance with generally accepted accounting principles. All ledgers, invoices, canceled checks, and documents evidencing charges shall be retained for a minimum of three (3) years after final payment, or longer as required by law. Such records shall be made available for inspection, audit, and copying during regular business hours upon oral or written request by the Town. Contracts exceeding \$10,000 are subject to examination and audit by the State Auditor per California Government Code Section 8546.7. See Agreement Sections 22 and 23 (Exhibit D).

8. General Provisions

8.1 Public Records

All proposals submitted in response to this RFP are subject to the California Public Records Act (Government Code Section 6250 et seq.). Proposers who believe any portion constitutes a trade secret must clearly mark that portion and cite the applicable statutory exemption.

8.2 No Obligation to Award

Issuance of this RFP does not commit the Town to award a contract. The Town reserves the right to cancel this RFP at any time prior to award without obligation to any proposer.

8.3 Cost of Proposal Preparation

The Town will not reimburse any costs incurred in preparing, submitting, or presenting proposals.

8.4 Addenda

Changes or clarifications to this RFP will be issued as written addenda posted to the Town's website. Proposers are responsible for monitoring the website. Only written addenda are binding.

8.5 Conflict of Interest

Proposers must disclose any existing or potential conflicts of interest with the Town, its officials, or its current contractors or vendors. Contractor shall comply with Government Code Section 1090 and the Political Reform Act.

8.6 Contact Restrictions

From RFP issuance through contract award, proposers shall not contact any Town official, council member, or staff member regarding this procurement except through the designated Contract Administrator, Elizabeth Martelli, Administrative Analyst, via written email at emartelli@portolavalley.net. Violations may result in disqualification.

9. Insurance Requirements

The selected contractor shall procure and maintain insurance coverage meeting at minimum the following requirements for the full duration of the contract. Insurance requirements are also governed by Exhibit C of the Agreement for Contractor Services (Exhibit D to this RFP); in the event of any conflict between the limits stated below and Exhibit C, the higher requirement shall control. All policies shall be issued by insurers admitted in California with an A.M. Best rating of at least A:VII.

Coverage Type	Minimum Limits
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Commercial General Liability	\$1,000,000 per claim / \$2,000,000 aggregate. Town named as additional insured.
Automobile Liability	\$1,000,000 per accident (any auto; or hired/non-owned if no owned autos)
Workers' Compensation	Statutory limits per California Labor Code; Employer's Liability: \$1,000,000 per accident
Errors & Omissions (Professional Liability)	\$2,000,000 per occurrence / \$2,000,000 aggregate
Cyber Liability / Technology E&O	\$1,000,000 per occurrence / \$1,000,000 aggregate. Required for this contract; not subject to waiver.

The Town shall be named as additional insured on CGL and automobile policies. Contractor shall provide a waiver of subrogation in favor of the Town. Contractor shall not cancel or materially change any required policy without 30 days' prior written notice (10 days for non-payment). Evidence of insurance is required before work commences. See Exhibit C of the Agreement (Exhibit D) for complete insurance provisions, endorsement requirements, claims-made policy limitations, and deductible/self-insured retention requirements. Note: Cyber Liability / Technology E&O at \$1,000,000 per occurrence is required for this contract and is not subject to waiver. Prevailing wage provisions (Agreement Exhibit D) do not apply to this contract.

Exhibits

- Exhibit A: Proposer Acknowledgment and Certification Form
- Exhibit B: Cost Proposal Form
- Exhibit C: Reference Form
- Exhibit D: Town of Portola Valley Agreement for Contractor Services (Attached)

Exhibit A: Proposer Acknowledgment and Certification

By signing below, the authorized representative of the proposing firm certifies:

1. The firm has read and fully understands the Request for Proposals and all attachments and addenda.
2. All information provided in this proposal is accurate, complete, and not misleading.
3. The firm is legally authorized to provide the services described herein.
4. This proposal is valid for a minimum of 120 days from the submission due date.
5. The firm has no known conflicts of interest with the Town of Portola Valley, its officials, or its current contractors, except as disclosed below.
6. The firm will provide all insurance coverages specified in Section 9 prior to contract execution.
7. The firm agrees to execute the Town's standard Agreement for Contractor Services (Exhibit D) if selected, subject to any objections noted in the proposal.
8. The firm has not had a contract terminated for cause in the past five (5) years, except as disclosed below.

Disclosed conflicts of interest or contract terminations (if none, write "None"):

Firm Name: _____

Address: _____

Primary Contact Name and Title: _____

Phone: _____ Email: _____

EIN / Tax ID: _____

Authorized Signature: _____ Date: _____

Exhibit B: Cost Proposal Form

Complete all applicable fields. Attach additional pages or narrative as needed. All costs are for the Town of Portola Valley IT Managed Services contract only.

Service Item	Pricing Structure	Proposed Fee
Core Managed Services — all Sections 3.1.1–3.1.16	Monthly flat fee	\$____/month
RMM agents — servers (specify # and rate/unit)	Per unit/month	\$ x ____units
RMM agents — workstations/laptops (specify # and rate)	Per unit/month	\$ x ____units
Minimum on-site hours/week (state hours)	Included / or T&M	\$____
After-hours emergency response (remote)	Included / or \$/hr	\$____
Additional on-site hours, regular (T&M)	\$/hr	\$____/hr
After-hours on-site support (T&M)	\$/hr	\$____/hr
Special/project work (hourly rate)	T&M	\$____/hr
Annual technology assessment & capital plan	Included / or fixed fee	\$____
Transition/onboarding (one-time)	Fixed fee	\$____
Optional/additional services (itemize)	Per item	\$____
Estimated Annual Total — Year 1	Calculated	\$____
Estimated Annual Total — Year 2	Calculated	\$____
Estimated Annual Total — Year 3	Calculated	\$____
3-Year Contract Total Estimate	Calculated	\$____

Are rates fixed for the full 3-year initial term? ___ Yes ___ No

If no, maximum annual escalation: _____% based on _____ (index)

Travel/expense reimbursement requested? ___ No ___ Yes (describe):

On-site service minimum block hours: _____ hours. Three-hour minimum? ___ Yes ___ No

MSP/RMM platform to be deployed in Town environment:

Licensing model (Town-owned vs. contractor-held): _____

Exhibit C: Reference Form

Provide a minimum of three (3) references. At least two (2) must be California municipal or public agency clients with 50 or fewer FTEs. The Town reserves the right to contact references not listed.

REFERENCE 1

Organization:	
Jurisdiction Type:	(e.g., general law city, special district, JPA, county agency)
Approximate FTE Count:	
Contact Name & Title:	
Phone:	
Email:	
Contract Start / End Dates:	
Services Provided:	

REFERENCE 2

Organization:	
Jurisdiction Type:	
Approximate FTE Count:	
Contact Name & Title:	
Phone:	
Email:	
Contract Start / End Dates:	
Services Provided:	

REFERENCE 3

Organization:	
Jurisdiction Type:	
Approximate FTE Count:	
Contact Name & Title:	
Phone:	
Email:	
Contract Start / End Dates:	
Services Provided:	

Exhibit D: Town of Portola Valley Agreement for Contractor Services (Incorporated by Reference — Attached)

The Town of Portola Valley's standard Agreement for Contractor Services (Long Form, February 2026) is incorporated by reference into this RFP and is attached immediately following this page. The selected contractor will be required to execute the Agreement in substantially the form attached. Exhibits to the Agreement will be completed upon contract award as follows: Exhibit A (Scope of Services) — derived from Section 3 of this RFP and the negotiated scope; Exhibit B (Compensation) — derived from the selected proposal and negotiated contract; Exhibit C (Insurance Requirements) — as required by Section 9 of this RFP and the Agreement. Prevailing wage requirements (Agreement Exhibit D) do not apply to this contract, as IT managed services are professional and technical services, not public works under California Labor Code Section 1720. Proposers are required to review the attached Agreement prior to submission and to identify any objections in writing with their proposal per Section 7.1 of this RFP.

— End of Request for Proposals —

Town of Portola Valley | 765 Portola Road | Portola Valley, CA 94028
www.portolavalley.net | (650) 851-1700

**AGREEMENT FOR
CONTRACTOR SERVICES**

THIS AGREEMENT is made and entered into this ___ day of _____, _____ by and between the Town of Portola Valley, a municipal corporation, ("Town") and _____ ("Contractor").

RECITALS

A. The Town desires to retain the services of Contractor as an independent contractor to provide services to the Town, as described in more detail in Exhibit A.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE AND LEVEL OF SERVICES. Contractor agrees to provide the services and perform the tasks ("Services") set forth in detail in Scope of Services, attached here and incorporated as Exhibit A.

2. TIME OF PERFORMANCE. The services shall be performed on a timely, regular basis in accordance with the Scope of Services described in Exhibit A. Contractor is not authorized to perform any services or incur any costs whatsoever under this Agreement until authorized by the Town. All services within the Scope of Work shall be completed prior to _____. The Town Manager may extend this completion date by up to six months through a written amendment to this Agreement, provided such extension does not include additional contract funds.

3. STANDARD OF PERFORMANCE. As a material inducement to the Town to enter into this Agreement, Contractor hereby represents and warrants that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement. Contractor shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Contractor is engaged. All work product which Contractor delivers to Town shall be prepared in a first-class and workmanlike manner and comply with the requirements of this Agreement to the Town's satisfaction.

4. CHANGES TO SCOPE. From time to time, the Town may request, in writing, changes in the Scope of Work. Any such changes mutually agreed upon by the parties, and any corresponding change in compensation and time of performance, shall be made by written amendment to this Agreement.

5. CONTRACT ADMINISTRATOR. _____ shall serve as the Town's representative and administer this Agreement (Contract Administrator). All correspondence shall be directed to or through the Contract Administrator.

6. FACILITIES, EQUIPMENT, AND SUPPLIES. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities, equipment, and supplies that may be necessary to perform the services required by this Agreement. The Town shall not be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment, facilities, or supplies used by Contractor, or by any of its employees, even though such equipment, facilities, or supplies were provided, rented, or loaned to Contractor by the Town.

7. COMPLIANCE WITH LAW. Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.1 Licenses, Permits, and Approvals. Contractor shall obtain and keep in effect at all times during the term of this Agreement, at its sole cost and expense, any and all licenses, permits, and regulatory approvals necessary in the performance of this Agreement. This includes, but is not limited to, a valid business license from the Town. Contractor represents and warrants to the Town that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

7.2 Nondiscrimination and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, creed, color, national origin, ancestry, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or military or veteran status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement, as provided in Government Code section 12940. Contractor shall comply with all other applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby. Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

7.3 Conflict of Interest. Contractor shall comply with the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). Contractor understands that in carrying out this Agreement, its professional responsibility is solely to the Town. Contractor represents and warrants that it presently has no interest, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Contractor shall not employ or subcontract with a person having such a conflict of interest. Contractor shall not employ any Town official in the work performed pursuant to this Agreement. No

officer or employee of the Town shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

7.4 Form 700. Contractor, and its officers, agents, or employees working under this Agreement, shall submit statements of economic interest (Form 700s) under the Political Reform Act (Government Code section 81000 et seq.) if requested to do so by the Town Manager.

8. TERM. This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect until _____, unless earlier terminated pursuant to Section 21, below.

9. COMPENSATION. The Town will pay Contractor for satisfactory performance of the Services an amount that will be based on actual costs but that will be capped so as not to exceed \$_____ (“Contract Price”), based upon the Scope of Services in Exhibit A and the budget and rates included in Exhibit B, Compensation attached and incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor’s actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of the Town.

9.1 Payment for Additional Scope. Payments for any additional services not included in the original Scope of Work and agreed to by the parties under Section 4 of this Agreement shall be made on a time-and-materials basis using the rates in Exhibit B.

10. METHOD OF PAYMENT. Monthly invoices must state a description of the deliverable completed and the amount due for the preceding month. Within thirty (30) days of completion of Services, Contractor must submit a requisition for final and complete payment of costs and pending claims for Town approval. Failure to timely submit a complete and accurate payment requisition relieves the Town of any further payment or other obligations under the Agreement.

11. CONTRACTOR’S REPRESENTATIVE. Subject to Town approval, Contractor assigns _____ as its single Representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. Contractor’s Representative is responsible for coordinating and scheduling the Services in accordance with the Scope of Services. Contractor must regularly update the Town’s Contract Administrator about the progress with the work or any delays, as required under the Scope of Services. The Town’s written approval is required prior to substituting a new Representative.

12. INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the Town. No relationship of employer and employee is created by this agreement between the Town and Contractor or any subcontractor or employee of

Contractor. The Town shall have the right to control Contractor only insofar as specifying the results of Contractor's services rendered pursuant to this Agreement. The Town shall not have the right to control or direct the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall direct and control its personnel and shall pay all wages, salaries, and other amounts due its personnel in connection with this Agreement as required by law.

12.1 Contractor No Agent. Except as the Town may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of the Town in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind the Town to any obligation whatsoever.

12.2 Payment of Benefits and Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against the Town for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Contractor's business including, but not limited to, federal and state income taxes. The Town shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Contractor. Should any court, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS), the Internal Revenue Service or the State Employment Development Division, determine that Contractor, or any of its employees, agents, or subcontractors, is an employee for any purpose, then Contractor agrees to a reduction in amounts payable under this Agreement, or to promptly remit to the Town any payments due by the Town as a result of such determination, so that the Town's total expenses under this Agreement are not greater than they would have been had the determination not been made.

13. CONFIDENTIALITY. In performing this Agreement, Contractor may have access to private or confidential information owned or controlled by the Town, which may contain proprietary or confidential details the disclosure of which to third parties may be damaging to Town. Contractor shall hold in confidence all Town information provided by the Town to Contractor and use it only to perform this Agreement. Contractor shall exercise the same standard of care to protect the Town's information as a reasonably prudent contractor would use to protect its own proprietary data.

14. OWNERSHIP OF MATERIAL. Any interest (including copyright interests) of Contractor in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document, or other information or work, in any medium (collectively, "Work Product"), prepared by Contractor in connection with this Agreement will be the exclusive property of the Town upon completion of the work to be performed hereunder or upon termination of this Agreement, to the extent requested by the Town.

In any case, no Work Product shall be shown to any third-party without prior written approval of the Town.

15. INTELLECTUAL PROPERTY. Contractor represents and warrants that it has the legal right to utilize all intellectual property it will utilize in the performance of this Agreement. Contractor further represents that it shall ensure the Town has the legal right to utilize all intellectual property involved in and/or resulting from Contractor's performance of this Agreement.

16. CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Contractor agrees not to accept any employment or representation during the term of this Agreement which is or may make Contractor "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the Town on any matter in connection with which Contractor has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Contractor from accepting other engagements with the Town.

17. ASSIGNABILITY; SUBCONTRACTING. The Town and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's personal competence, experience, and specialized knowledge. Moreover, a substantial inducement to the Town for entering into this Agreement was and is the professional reputation of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

18. INDEMNIFICATION.

18.1 Indemnity for Design Professional Liability. With respect to the performance of design professional services by a design professional as defined in California Civil Code Section 2782.8, to the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Town, its officers, officials, agents, employees, and volunteers (collectively and/or individually "Town") from and against any and all liabilities, claims, damages, losses, costs, or expenses (including, without limitation, costs, attorneys' fees, and expert fees of litigation and alternative dispute resolution) of every nature to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor or any of its officers, employees, servants, agents, or subcontractors (collectively and/or individually "Contractor"), in the performance of this Agreement or failure to comply with any obligations of the

Agreement. If it is finally determined (through a non-appealable judgment or an agreement between the Town and Contractor) that liability is caused by the comparative negligence or willful misconduct of the Town, then Contractor's indemnification and hold harmless obligation shall not exceed Contractor's finally determined percentage of liability based upon the comparative fault of Contractor. Irrespective of any language to the contrary in this Agreement, the Contractor has no duty to provide or to immediately pay for an up-front defense of the Town against unproven claims or allegations, but shall reimburse those litigation costs and expenses (including, without limitation, attorneys' fees, and expert fees) incurred by the Town to the extent caused by the negligence, recklessness, or willful misconduct of Contractor. In no event shall the cost to defend charged to Contractor exceed Contractor's proportional percentage of fault, except as described in Section 2782.8(a) and (e) of the California Civil Code.

18.2 Indemnity for Other Than Design Professional Liability. Except as provided in subsection 18.1, to the fullest extent permitted by law, Contractor shall hold harmless, defend (with counsel agreed to by the Town), and indemnify the Town and its officers, officials, agents, employees, and volunteers (collectively and/or individually "Town") from and against any and all liability, claim, loss, damage, expense, costs (including, without limitation, costs, attorneys' fees, and expert fees of litigation) of every nature arising out of, related to, or in connection with the performance of work hereunder by Contractor or any of its officers, employees, servants, agents, or subcontractors, or the failure of the same to comply with any of the obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or sole willful misconduct of the Town. Contractor's duty to defend applies immediately, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend as stated herein.

18.3 No Limitations. Acceptance by the Town of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. The obligations of Contractor under this Section 18 will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to the Town, its officers, officials, agents, employees, and volunteers. For purposes of Section 2782 of the California Civil Code, the parties hereto recognize and expressly agree that either (1) this Agreement is not a construction contract; (2) this Agreement is a construction contract and it conforms to Section 2782; or (3) they have negotiated and expressly agreed to the allocation of liability between them.

18.4 Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 18 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. Failure of the Town to monitor

compliance with these requirements imposes no additional obligations on the Town and will in no way act as a waiver of any rights hereunder.

18.5 Cooperation. In the event any claim or action is brought against the Town relating to Contractor's performance in connection with this Agreement, Contractor shall render any reasonable assistance that the Town may require in responding to or defending against such claim or action.

18.6 Offset. The Town shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due the Town from Contractor as a result of Contractor's failure to pay the Town promptly any indemnification due under this Section 18 as finally determined by a court of competent jurisdiction or mutually agreed to by the parties.

18.7 Survival. Contractor acknowledges that the Town would not enter into this Agreement in the absence of Contractor's commitment to indemnify and protect the Town as set forth in this Section 18. This obligation to indemnify and protect the Town as set forth in this Section 18 is binding on the successors, assigns, or heirs of Contractor and shall survive the expiration or termination of this Agreement.

19. INSURANCE REQUIREMENTS. Contractor shall comply with the Insurance Requirements, attached and incorporated here as Exhibit C, and must maintain the insurance for the duration of the Agreement, or longer as required by the Town. The Town will not execute the Agreement until the Town approves receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. Failure to comply with this provision may result in the Town, at its sole discretion and without notice, purchasing insurance for Contractor and deducting the costs from Contractor's compensation or terminating the Agreement.

20. SUSPENSION. The Town may, in writing, order Contractor to suspend all or any part of Contractor's services under this Agreement for the convenience of the Town, or for work stoppages beyond the control of the Town or the Contractor. Subject to the provisions of this Agreement relating to termination, a suspension of work does not void this Agreement. In the event that work is suspended for a period exceeding 120 days, the schedule and cost for completion of the work will be adjusted by mutual consent of the parties.

21. TERMINATION.

21.1 Contractor may cancel this Agreement at any time and without cause upon 30 days' written notice to the Town. The Town may cancel this Agreement at any time and without cause upon 5 day's written notice to Contractor. If the Town gives such notice, Contractor shall immediately suspend its activities under this Agreement, except for any Services that must be completed pursuant to the notice of termination. In the event of termination, Contractor shall be entitled to compensation for satisfactory services performed to the effective date of termination. Contractor shall

substantiate the final cost of services by an itemized, written statement submitted to the Town. The Town's right of termination shall be in addition to all other remedies available under law to the Town.

21.2 The Town may condition payment of final compensation upon Contractor delivering to the Town any or all documents, photographs, and other materials provided to Contractor or prepared by or for Contractor or the Town in connection with this Agreement.

22. CONTRACTOR'S BOOKS AND RECORDS. Contractor must maintain complete and accurate accounting records relating to its performance in accordance with generally accepted accounting principles. The records Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Town under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. This Section shall survive expiration or termination of this Agreement.

23. INSPECTION AND AUDIT OF RECORDS. Any records or documents that Section 22 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Town. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the Town or as part of any audit of the Town, for a period of three (3) years after final payment under the Agreement. This Section shall survive expiration or termination of this Agreement.

24. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES. Waiver by either party of any breach or violation of any one or more terms or conditions of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the Town of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement. In no event shall the Town's making of any payment to Contractor constitute or be construed as a waiver by the Town of any breach of this Agreement, or any default which may then exist on the part of Contractor, and the making of any such payment by the Town shall in no way impair or prejudice any right or remedy available to the Town with regard to such breach or default.

25. NOTICES. The parties will make good faith efforts to provide advance courtesy notice via e-mail of any notices under this Agreement. In addition to such courtesy notice, official notice shall be delivered by hand, overnight courier, or U.S. mail. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, overnight courier service during Contractor's and the Town's regular business hours, or the following day if delivered after business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing). Under no circumstances shall courtesy e-mail notice satisfy the notice requirements set forth above; nor shall lack of such courtesy notice affect the validity of service pursuant to the notice requirement set forth above. Any notices, bills, invoices, reports or other communications required or permitted to be given under this Agreement shall be addressed to the respective parties as follows:

To Town:

Town Manager
 Town of Portola Valley
 765 Portola Road
 Portola Valley, CA 94028

Email: _____

To Contractor:

Email: _____

26. VENUE. In the event that any party to this Agreement commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Mateo.

27. COOPERATION. In the event any claim or action is brought against the Town relating to Contractor's performance or services under this Agreement, Contractor shall render any reasonable assistance and cooperation which the Town might require.

28. EXHIBITS, PRECEDENCE. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. If there is any inconsistency between any term, clause, or provision of the main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling.

29. PRIOR AGREEMENTS AND AMENDMENT; ENTIRE AGREEMENT. This Agreement represents the full and complete understanding of every kind or nature between the Parties, and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties. Any modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. This Agreement may only be modified by a written amendment duly executed by the

parties to this Agreement. Any amendment relating to compensation for Contractor shall be for only a not-to-exceed sum.

30. MISCELLANEOUS PROVISIONS.

30.1 Dispute Resolution. The parties shall make a good faith effort to meet and to settle any dispute or claim arising under this Agreement prior to pursuing litigation. If any litigation is commenced between parties to this Agreement concerning any provision hereof or the rights and duties of any person in relation thereto, each party shall bear its own attorneys' fees and costs.

30.2 Severability. If a court of competent jurisdiction finds or rules that any provision, including but not limited to any clause, term, section, or subsection, of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

30.3 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a continuing waiver or a waiver of any other breach of that term or any other term of this Agreement. No waiver or modification is valid unless made in writing.

30.4 Successors and Assigns. The provisions of this Agreement and all surviving covenants shall inure to the benefit of and shall apply to and bind the successors, heirs, and assigns of the parties.

30.5 Notice of Non-Renewal. Contractor understands and agrees that there is no representation, implication, or understanding that the Town will request that services provided by Contractor under this Agreement be supplemented or continued by Contractor under a new agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by the Town to continue to request or retain all or any portion of the services from Contractor following the expiration or termination of this Agreement.

30.6 Solicitation. Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

30.7 Authority to Sign Agreement. Each individual executing this Agreement represents and warrants that he or she is duly authorized to sign on behalf of the party indicated and to bind that party to the Agreement.

30.8 Governing Law. The laws of the State of California shall govern this Agreement.

30.9 Electronic Signatures. Unless otherwise prohibited by law, the parties agree that an electronic signature to this Agreement and an electronic copy of this Agreement have the same force and legal effect as an original ink signature transmitted in hard copy (e.g., transmission via email of a .pdf file containing a scanned or digitally applied signature).

IN WITNESS WHEREOF, the Town and Contractor have executed this Agreement effective as of the first date written above.

TOWN:

CONTRACTOR:

By: _____
Mayor

By: _____

Name (printed): _____

Title: _____

EIN _____

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

Attachments:

Exhibit A. Scope of Work

Exhibit B. Compensation

Exhibit C. Insurance Requirements

Exhibit D. Prevailing Wage (box checked if applicable to this Agreement)

EXHIBIT A

(SCOPE AND LEVEL OF SERVICES)

EXHIBIT B

(COMPENSATION)

EXHIBIT C

INSURANCE REQUIREMENTS

During the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with performance of this Agreement by Contractor and/or its agents, representatives, employees, or subcontractors. Such insurance shall be at least as broad as set forth below. The insurance requirements listed below that have an "X" indicated in the space before the requirement apply to this Agreement, together with the general requirements.

1. MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

1.1 Commercial General Liability. Insurance covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, personal injury, and advertising injury with coverage limits of not less than

1.1.1 Two Million Dollars (\$2,000,000) combined single limit per claim and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage.

1.1.2 Five Million Dollars (\$5,000,000) combined single limit per claim and Five Million Dollars (\$5,000,000) in the aggregate for bodily injury, personal injury and property damage.

If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

1.2 Automobile Liability. Insurance covering any auto, or if Contractor has no owned autos, both hired and non-owned autos, with minimum limits no less than

1.2.1 One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident for bodily injury and property damage.

1.2.2 Two Million Dollars (\$2,000,000) per claimant and Two Million dollars (\$2,000,000) per incident for bodily injury and property damage.

1.3 Workers' Compensation Insurance. Insurance as required by the laws of the State of California, with statutory limits, and Employer's Liability Insurance

with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall submit to the Town a Waiver of Subrogation endorsement in favor of the Town, its officers, agents, employees, and volunteers for Contractor's workers compensation policy.

____ Check here if Contractor has no employees and Workers' Compensation insurance requirement is thus waived.

1.4 ____ Professional Liability (Errors and Omissions) Insurance. Insurance appropriate to Contractor's profession, with coverage limits of not less than

1.4.1 ____ Two Million Dollars (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate.

1.4.2 ____ Five Million Dollars (\$5,000,000) per occurrence or claim, Five Million Dollars (\$5,000,000) aggregate.

The insurance obligations under this agreement shall be (1) the minimum coverage and limits specified above; or (2) all the Insurance coverage and/or limits carried by or available to Contractor, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the Town. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

2. OTHER INSURANCE PROVISIONS.

2.1 Acceptability of Insurer. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide

2.2 Additional Insureds. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement or policy language naming the Town and its officers, officials, employees, agents, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations.

2.3 Primary Coverage. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement or policy language providing that, for any claims related to this Agreement, those policies shall be primary to any coverage available to the Town. And any insurance or self-insurance maintained by the Town and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

2.4 Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Town.

2.5 Enforcement. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the Town may either (i) require Contractor to obtain the insurance, (ii) immediately terminate this Agreement; or (iii) take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

2.6 Evidence of Insurance. At all times during the term of this Agreement, Contractor shall maintain on file with the Town a certificate or certificates of insurance and amendatory endorsements or copies of the applicable policy language evidencing current coverage meeting the requirements of this Agreement. Such evidence of insurance shall be attached hereto as Exhibit C and is to be approved by the Town before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

2.7 Policy Renewals. Contractor shall provide proof that policies of insurance required herein expiring, or cancelled, during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages, or immediately for any policy being cancelled.

2.8 Subcontractors. The Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements or policy language demonstrating compliance with the insurance requirements herein prior to commencement of any work by the subcontractor and shall provide proof of compliance to the Town.

2.9 Maintaining Insurance. Contractor shall not cancel, assign, or change any policy of insurance required by this Agreement or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this Agreement except after providing 30 days prior written notice to the Town. If an insurance policy required by this agreement is unilaterally cancelled or changed by the insurer, the Contractor shall immediately provide written notice to the Town and obtain substitute insurance meeting the requirements of this Agreement. Nothing in this subsection relieves Contractor of its obligation to at all times maintain all insurance required by this Agreement.

2.10 Waiver of Subrogation. All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor hereby grants to the Town a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Town by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not

the Town has received a waiver of subrogation endorsement from the insurer (unless the waiver would void the coverage).

2.11 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the Town. At the option of the Town, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to the Town, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

2.12 Liability. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless, and defend under this Agreement.

2.13 Claims Made Policies. No insurance policy required herein shall be written as claims-made coverage. Insurance must be written on an occurrence basis. Nonetheless, if it is not possible for a required professional liability policy to be written on an occurrence basis, the professional liability coverage shall be maintained, and Contractor shall provide evidence of coverage to the Town for five years after expiration or termination of this Agreement. Contractor may satisfy this requirement by renewal of existing coverage or purchase of either prior acts or tail "extended reporting" coverage applicable to said five-year period.

2.14 Survival. The provisions of this Section survive expiration or termination of this Agreement.

2.15 Verification of Coverage. Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause All required documents are to be received and approved by the Entity before work commences. However, failure to obtain the documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

Proof of insurance shall be mailed to the following address:

Town of Portola Valley
Attn: Town Clerk
765 Portola Road
Portola Valley, CA 94028

EXHIBIT D

PREVAILING WAGE

1. ___ If this box is checked, the following prevailing wage provisions apply to this Agreement.

1.1 In General. For purposes of California labor law, this is a public works contract subject to the provisions of Part 7 of Division 2 of the California Labor Code (Sections 1720 et seq.). In accordance with Labor Code Section 1771, Contractor and all subcontractors shall pay not less than current prevailing wage rates as determined by the California Department of Industrial Relations (“DIR”) to all workers employed on this project. In accordance with Labor Code Section 1815, Contractor and all subcontractors shall pay all workers employed on this project 1 ½ the basic rate of pay for work performed in excess specified hour limitations. The work performed pursuant to this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

1.2 Registration. Contractor and all subcontractors are not qualified to bid on or be listed in a bid proposal, subject to the requirements of section 4104 of the California Public Contract Code, and shall not engage in the performance of any work under this Agreement, unless currently registered and qualified to perform public work pursuant to section 1725.5 of the California Labor Code. Contractor represents and warrants that it is registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code and will provide its DIR registration number, along with the registration numbers of any subconsultants as required, to the Town.

1.3 Posting. Contractor shall post at the job site the determination of the DIR director of the prevailing rate of per diem wages together with all job notices that are required by regulations of the DIR.

1.4 Reporting. Contractor and any subcontractors shall keep accurate payroll records in accordance with Section 1776 of the Labor Code and shall furnish the payroll records directly to the Labor Commissioner in accordance with the law.

1.5 Report on Prevailing Rate of Wages. The Town has obtained the general prevailing rate of per diem wages in the vicinity of the project for each type of worker needed, a copy of which is on file at the Town of Portola Valley City Hall, and shall be made available to any interested party upon request.

1.6 Employment of Apprentices. Contractor’s attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the

Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

1.7 Penalties. Contractor's attention is directed to provisions in Labor Code Sections 1775 and 1813. In accordance with Labor Code Section 1775, Contractor and subcontractors may be subject to penalties for Contractor's and subcontractors' failure to pay prevailing wage rates. In accordance with Labor Code Section 1813, Contractor or subcontractors may be subject to penalties for Contractor's or subcontractors' failure to pay overtime pay rates for hours worked by workers employed on this project in excess specified hour limitations.