



Town of Los Gatos

REQUEST FOR PROPOSALS

**JUSTICE, EQUITY, DIVERSITY, AND INCLUSION
CONSULTANT SERVICES**

Date Issued: April 7, 2021

**Proposal Submittal Deadline:
Wednesday, April 28, 2021 by 5:00 p.m.**

Issued By: Town of Los Gatos
Town Manager's Office
110 E Main Street
Los Gatos, CA 95030
www.losgatosca.gov

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ATTACHMENTS ARE AS FOLLOWS:

- ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT (FOR SUBMITTAL)
- ATTACHMENT 2 - NON-COLLUSION DECLARATION (FOR SUBMITTAL)
- ATTACHMENT 3 - REFERENCES (FOR SUBMITTAL)
- ATTACHMENT 4 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER’S
COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE
(FOR SUBMITTAL)
- ATTACHMENT 5 - SAMPLE CONSULTANT SERVICES AGREEMENT (INFORMATION)

Schedule of Activities: The Town reserves the right to amend the schedule below as necessary.

<u>Activity</u>	<u>Anticipated Dates</u>
RFP release	April 7, 2021
Pre-Proposal Meeting	None.
Deadline for Questions Submitted By	April 19, 2021
Proposal Submission Deadline (5:00 p.m.)	April 28, 2021
Proposal Evaluation	May 2021
Consultant Interviews/Presentations (if necessary)	May 2021
Contract Negotiations and Execution	May 2021

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Town's Contact: For all questions related to the RFP, email the Town's Contact listed below:

Laurel Prevetti
Town Manager
Town of Los Gatos
Town Manager's Office
110 E. Main Street
Los Gatos, CA 95030
408/354-6832
Manager@losgatosca.gov

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JUSTICE, EQUITY, DIVERSITY, AND INCLUSION CONSULTANT SERVICES

Proposals Due: Wednesday, April 28, 2021, by 5:00 p.m.

Pre-Proposal Meeting: None.

Proposers may view and download this RFP electronically from the Town's website at www.losgatosca.gov/2433/RFPREQ. The Proposers are responsible for checking the Town's website for any updates and addenda related to this RFP. For any questions or assistance, please reach out to the Town's contact: manager@losgatosca.gov or 408/354-6832.

A. PURPOSE

The Town of Los Gatos (Town) is seeking proposals from qualified professional consultants (Proposers) to provide justice, equity, diversity, and inclusion (JEDI) consultant services. Proposers may either be individuals or firms.

B. OVERVIEW

The Town of Los Gatos is nestled at the base of the Sierra Azules, and is located approximately 60 miles south of San Francisco, in the southwestern portion of Santa Clara County where the Santa Clara Valley meets the lower slopes of the Santa Cruz Mountains. This beautiful setting is home to approximately 30,000 people, a diverse economy, and excellent schools.

Over 3,000 businesses serve the residents and act as a destination point for visitors who are attracted to its restaurants, hotels and variety of shops within a pedestrian oriented downtown setting. The Town is also an inclusive community with the full mix of ages, family sizes and incomes. Los Gatos has many parks and greenbelt areas, as well as a vibrant downtown area, with Downtown Los Gatos listed on the National Register of Historic Places.

The demographics of Los Gatos as compared to the rest of Santa Clara County as a whole, based on the 2019 US Census estimates, are as follows:

DEMOGRAPHICS US Census Estimates (2019)

	Santa Clara County	Los Gatos
Total Population	1,927,852	30,222
White	30.6%	71.7%
Asian	39.0%	14.4%
Hispanic/Latinx*	25.0%	8.4%
Black	2.8%	1.5%
Native American	1.2%	0.1%
2+ Races	4.2%	4.6%

***Total exceeds 100% because Hispanic/Latinx data appear in other categories**

The Town of Los Gatos government is guided by the principles of Small-Town Service, Community Stewardship, and Future Focus.

The Town has a long-standing commitment to inclusivity and values our community members, regardless of religion, immigration status, ethnicity, race, disability, gender, sexual orientation, and/or gender identity. Most recently, in January 2021, the Town Council unanimously agreed to add Diversity, Equity, and Inclusion to the Town’s Strategic Priorities for 2021 – 2023.

The Town strives to ensure all community members feel safe, respected, and comfortable to be themselves and express all aspects of their identities. In providing municipal government services, Town staff works proactively to ensure the rights and opportunities of everyone in Town and opposes any attempts to undermine the safety, security, and rights of any members of our community.

The Town promotes equal treatment, equitable distribution of and access to resources, and engagement in issues affecting the lives of residents, workers, and visitors. The Town does not tolerate discrimination, hate, racial injustice, or police brutality and recognizes the value of

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diversity in all its forms. The Town also recognizes the importance of considering JEDI in the context of our work environment and both internal and external policies and practices.

In the summer of 2020, the Town launched a webpage dedicated to its JEDI efforts, which can be viewed at www.LosGatosCA.gov/2604/Becoming-an-Inclusive-Community and is kept updated on a regular basis with current information.

Some highlights of the Town's JEDI work in the past year include:

- a. Community Conversations: In 2020 during the COVID-19 pandemic, the Town hosted three community workshops via teleconference to foster dialogue on racial and social justice and how Los Gatos can be more welcoming for all. The three conversations covered Police Reform, Housing, and Community Culture. The Inclusivity webpage contains the full video recordings, presentations, and other information associated with these conversations.
- b. Council JEDI Actions: Summaries of all Council actions are included on the Inclusivity webpage with links to pertinent Council agendas, reports, and recordings.
- c. Police Reform: While a prominent part of the Council's work on JEDI, this effort is called out separately. Work is underway to create an Independent Police Auditor function, take a deeper dive into traffic stop data, work collaboratively with the County on mental health calls, and consider options for responses to non-emergency calls.
- d. Inclusivity and the Police Department: To improve transparency and learn about the Department's commitment to compassionate community policing, this portion of the website defines the Department's vision and mission; explains its decade long use of body worn and in-car cameras; describes current best practices in de-escalation, inherent bias, critical incident, and other training for sworn and non-sworn staff; explains other community policing practices; identifies new programs to help Officers understand unique needs of residents through the Special Needs Awareness Program; and includes links to the Department's Use of Force Policy and the entire Policy Manual.
- e. Current JEDI Efforts in the Town's Work: The Town's efforts to become more inclusive include adding a Racial, Social, and Environmental Justice Element to the General Plan Update; creating gender neutral language in the Town Code; expanding the "Outside the Box" utility box art program to integrate diversity, equity, and inclusion together with themes of a sense of community, sustainability, and creativity; and recording oral histories of Black, Indigenous, and People of Color (BIPOC) and promoting the stories through Library offerings.

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In addition to the Inclusivity webpage, the Town also launched a dedicated email address of Community@LosGatosCA.gov, through which diversity, equity, and inclusion information, requests, reports, complaints, and comments may be shared with the Town.

The Town Council Policy Committee is overseeing the Town's inclusivity efforts with action items being considered by the entire Town Council. In March, the Committee discussed an initial 2021 work plan (see detail under Scope of Services). The work plan contains specific items, many of which are in the process of being implemented, in the categories of Town operations, community engagement, Boards and Commissions, government transparency, Police reforms, personnel, land use, and communications. Based on community input at the March meeting, the Council Policy Committee talked about hiring an independent consultant with expertise in justice, equity, diversity, and inclusion efforts to help with external and internal engagement processes to more fully define goals, objectives, specific actions, and metrics.

Through this RFP process, the Town intends to select a consultant to help expand and implement the 2021 work plan to inform how the Town can best approach JEDI goals both internally for the organization, and also externally with the broader community and through Town partnerships with local organizations. The consultant work may include an overlap/gap analysis to determine ways the Town can have the most meaningful impact in collaboration with its partners (see Scope of Services for more details).

It is intended for the awarded consultant to enter into an initial contract term through the end of 2021 with any subsequent amendments or modifications not exceeding five (5) years (i.e., four potential one-year renewals).

Work of the selected consultant will be overseen by the Town Manager. Consultant will be paid for the work completed to the satisfaction of the Town. Poor performance in terms of timeliness, thoroughness, or other factors may result in termination of the contract.

C. MINIMUM QUALIFICATIONS

The Town is seeking proposals from Proposers with the following minimum qualifications with work experience within the greater San Francisco Bay Area:

1. All persons or firms must demonstrate JEDI-related experience. If a firm applies, all key personnel must be identified and each must meet the qualifications set forth in this RFP.
2. Proposers must demonstrate hands-on experience guiding non-profit and/or government agencies through the assessment, planning, implementation, and

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successful completion of community and organization-wide JEDI learning and transformation.

3. Proposers should have strong communication skills and the ability to communicate effectively with diverse populations.
4. Proposers should have either have direct experience delivering JEDI training and/or workshops, or know of credible resources and entities to provide such training.
5. Proposers need to demonstrate that they have no connection to the Town and its staff that may have an impact upon performance of services.
6. Preference may be given to individuals and firms who are based in the Bay Area.
7. Proposers should be available and willing to travel to Los Gatos for services, depending upon Public Health Orders. In the foreseeable future, most work will occur remotely.
8. All proposers need to provide at least three references.

Furthermore, Proposers shall also comply with the following provisions:

1. Each Proposer is responsible for determining and complying with all applicable Town business licensing requirements.
2. Each Proposer is responsible for determining and complying with all applicable professional licensing requirements.

D. General Provisions and Requirements

1. The Consultant must possess proper licenses to perform the services in the State of California.
2. Questions related to the contract administration matters should be directed to the Town's Contact at manager@losgatosca.gov or 408/354-6832.
3. The Consultant shall maintain any key personnel throughout the entire duration of services; and therefore, the Consultant shall conduct their business in a professional manner to schedule and support their personnel to provide the scope of services in a timely and professional manner. The Town must approve of any key personnel changes in advance through personnel qualifications review and oral interviews with Town staff.
4. The Consultant shall verify that all information submitted to the Town is up to the Consultant's professional standards and satisfaction. Note and report any discrepancies observed in the course of professional activities covered by the services.
5. Deliverables will be submitted in electronic format (PDF) and in native document formats such as Word, Excel, etc. unless otherwise specified.

E. Scope of Services

The Town is committed to working towards realizing the values of JEDI by taking specific actions to become a more inclusive Los Gatos. Below is the Town-wide 2021 JEDI work plan with specific action items in the categories of Town operations, community engagement, Boards and Commissions, government transparency, Police reforms, personnel, land use, and communications. Many of these items have already begun implementation; however, the Town recognizes that it could benefit from a third-party consultant to assist in refining the items through community and staff engagement processes.

The Town's 2021 Justice, Equity, Diversity, and Inclusion work plan is as follows:

Town Operations

1. Require all Town Departments to use a lens of justice, equity, diversity, and inclusion in the:
 - a. Development of the Town budget, Capital Improvement Program, General Plan (see more information below), and other guiding documents;
 - b. Delivery of Town services; and
 - c. Creation of all new programs, projects, and policies.
2. Examine all proposed policies and ordinances in the context of promoting, facilitating, and improving justice, equity, diversity, and inclusion in Los Gatos. This work will be done by the Council Policy Committee, appropriate Town Boards, Committees, and Commissions, and the Town Council.
3. Complete gender neutralization of the Town Code to eliminate older language that contains increasingly obsolete gender-specific terms such as "she," "he," "chairman," "policeman," and other gender-specific terminology that is not inclusive.

Community Engagement

4. Expand the Town's community engagement to include more Black, Indigenous, and People of Color.
5. Continue its community conversations in 2021, including a review and discussion of the Police Department's Use of Force Policy and other topics.

Town Boards, Committees, and Commissions

6. Recruit Town Board, Committee, and Commission members to reflect diverse communities of color, identity, and backgrounds.
7. Incorporate diversity, equity, and inclusion into the work of all Town Boards, Committees, and Commissions and to discuss these efforts with the Town Council and the public.

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Transparency in Government

8. Expand access to Town records and information to further demonstrate the Town's commitment to transparency in governmental operations.

Police Reforms

9. Review at a Town Council meeting, the quarterly progress made on Police Reforms, including independent investigations, mental health/homeless support, traffic stop data, and options for non-emergency calls.
10. Establish the Independent Police Auditor function and promote it to the community in hopes that people will feel comfortable coming forward with concerns and complaints.
11. Continue to strengthen the Police Department relationship with the County Behavioral Health services staff and Mobile Crisis Response Team.
12. Finalize collateral duties for the Police Department Vulnerable Population Coordinator.
13. Analyze and present more detailed traffic stop data to understand trends and determine appropriate actions.
14. Work toward the Police Chief's goal for all Department personnel to exceed the minimum number of hours of training in de-escalation and crisis intervention.
15. Continuously review and update Department policies and procedures to ensure that it is employing the best practices for hiring, training, eliminating bias, and ensuring the public's safety.

Town Personnel

16. Foster a more diverse workforce by updating job descriptions and minimum qualifications to encourage a broader set of candidates, promoting job opportunities using conventional and unconventional techniques to reach deeper into the talent pool, and encouraging professional development to expand skills and abilities.
17. Strengthen procedures to protect employees from bullying, racism, and other uncivil behavior.
18. Encourage justice, diversity, equity, and inclusion training for Town staff members and Departments.

Land Use

19. Complete the General Plan update, including a new Racial, Social, and Environmental Justice Element with its associated goals, policies, and implementation actions.
20. Prepare the Housing Element to plan for the housing needs of all segments of the population.

Communications

21. Communicate actively on social media and in other forums to reinforce messages of inclusion, belonging, and welcoming.

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Specifically, the selected Consultant would work with the Town to strengthen the 2021 work plan with goals, objectives, and metrics for efforts internally within the Town organization and externally with the broader community and through Town partnerships with entities such as the schools, Chamber of Commerce, New Museum of Los Gatos (NUMU), Los Gatos Anti-Racism Coalition, and others..

To date, community members have come forward with potential goals as a starting point for larger community conversations. These suggested goals include:

1. Los Gatos is welcoming to all.
2. Town government and its Committees, Boards, and Commissions represent the Town's diversity.
3. All residents, workers, and visitors feel safe and welcome in Los Gatos without fear of being harassed either verbally or physically because of how they look or present themselves, what language they speak, etc.
4. All residents, workers, and visitors trust the Los Gatos-Monte Sereno Police Department.
5. Los Gatos celebrates and honors the diversity of the Town and the larger Santa Clara County region.

The final Scope of Services will be determined by the Town. The work may include, but is not limited to, the following:

- Expand upon the 2021 work plan above by determining relevant goals, objectives, and metrics that align with the Town's JEDI focus through engagement with Town staff, key stakeholders/partners, and the community at large.
- Hold at least one Community Workshop (likely over Zoom given the Public Health Orders).
- Hold at least one Employee Workshop (likely over Zoom given the Public Health Orders).
- Conduct a survey to obtain community and/or staff input into the Town's JEDI goals, objectives, and/or metrics.
- Assess the Town's community partners' JEDI efforts in order to uncover gaps and overlaps. Community partners include the Los Gatos Chamber of Commerce, faith-based organizations, service organizations, Los Gatos Saratoga Recreation, local schools, etc. This assessment may determine steps that the Town and partners could take to address gaps and eliminate overlaps.
- Provide insight and knowledge on JEDI best practices with a particular focus on government agencies.
- Develop a training strategy that aligns with the work plan and support its implementation.
- Develop methods of monitoring and evaluating progress of the JEDI goals, including community partnerships and engagement, staff education, and Town practices. This

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could include the use of community or employee surveys and other measurement techniques.

F. Proposal Format and Submittal Requirements

Submitting the Proposal:

The proposal must be received by the Town no later than Wednesday, April 28, 2021 by 5:00 p.m. PST. The Town requires that all proposals be submitted electronically via email or file sharing sites. The proposal shall be clearly marked for “**Town of Los Gatos – Justice, Equity, Diversity, and Inclusion Consultant Services Proposal**” and emailed to:

Laurel Prevetti
Town Manager
Town of Los Gatos – Town Manager’s Office
Manager@losgatosca.gov

Each Proposer is responsible for confirming the Town’s receipt of the proposal. The Town email system has file size limitations; therefore, receipt confirmation is critical. Receipt of a proposal by any other Town office will not constitute “delivery” as required by this proposal. Each Proposer assumes full responsibility for timely delivery of its proposal. Any proposals received after the time and date specified above will be considered nonresponsive and will be returned to the consultant. No Proposer may submit more than one proposal for this work.

Each proposal must include the following information:

Cover Letter (Maximum 2 pages) – Cover letter giving an overview of the Proposer’s general expertise, experience, and ability to perform the scope of services described in this RFP. Include a statement of your general philosophy to undertaking the work. The cover letter shall be signed by an authorized representative of the firm. **Attachment 5** is the Town’s contract template for the Consultant Services Agreement. In the cover letter, state that the Town’s contract template is acceptable to the Proposer or list any exceptions or change requests to the contract provisions.

Certification Forms – Complete and sign the following certification forms:

- Attachment 1** - Conflict of Interest Statement
- Attachment 2** - Non-Collusion Declaration
- Attachment 4** - Statement regarding Insurance Coverage and Worker’s Compensation Insurance Acknowledgment Certificate

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Review of Scope of Services (Maximum 3 pages) – Proposers must comment on their ability to realistically provide the services listed in the Proposed Scope of Services as outlined. Provide comments and suggest modifications, changes, and/or additions as appropriate. Indicate your approach to the project and what specialized skills, services, or unique insights you or your team would bring to the project. Proposals should include how action items would be identified to accomplish the goals and objectives. Describe how and when data and materials will be delivered to the Town.

Experience and Expertise – Discuss prior related experience satisfying Minimum Qualifications and what would make you or your firm qualified for JEDI consultant services. Emphasize projects of similar scope and magnitude. Any prior expertise in the implementation mechanisms (e.g. staff training) should be explained. Describe experience engaging the public in a JEDI plan. Describe the JEDI assessment tools you use, what they measure, the basis for their selection, and uses for shaping and measuring a JEDI strategy.

Qualifications of Key Personnel – Identify a project manager and key individuals on the consultant team and their resumes highlighting relevant qualifications and experiences. State projects that they were assigned to and their specific roles and responsibilities. Provide a statement regarding the team or firm’s commitment to keep the same personnel throughout this engagement with the Town.

Timeline – Provide a timeline for each element of the proposal that is both rigorous and realistic. Timeline should include how the project will be managed and scheduled and potential ways to phase this work aligned to the approach.

Samples – Provide one to three examples of a JEDI assessment or plan your firm has developed and one to three examples of training/education components your firm has created or provided on JEDI.

Disclosure of Litigation/Discipline – If you or firm has ever been disciplined or censored by any regulatory body, disclose the principle facts. If, within the last five years, you or your firm has ever been involved in litigation or other legal proceedings relating to the provision of services, provide an explanation and indicate the current status or disposition of the proceedings.

References (complete **Attachment 3**) – A minimum of three (3) current references from past projects (of similar scope) should be provided. All references must contain relevant projects completed within the past five (5) years. Provide the following information for each reference:

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Firm, Owner, or Agency Name
Address, Telephone Number
Email Address
Project Description
List of Services Provided

Insurance Coverage – If applicable, identify carriers, types, and limits of insurance carried. If selected by the Town, the Consultant shall maintain minimum coverage requirements for commercial general liability, automobile liability, professional liability, and workers’ compensation as specified in the Consultant Services Agreement unless waived by the Town Attorney. The Consultant may achieve the required limits and coverage through a combination of primary and excess or umbrella liability insurance provided such policies result in the same or greater coverage as the coverages required by Town, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. If selected by the Town, the Consultant shall cause the insurance policies required herein to include the Town, and their respective officials, officers, employees, and volunteers as additional insureds for claims caused in whole or in part by the Consultant’s negligent acts or omissions. The Consultant shall provide certificates of insurance to the Town that evidence compliance with the above.

Preliminary Fee Schedule – Submit a Preliminary Fee Schedule for services provided by the Proposer. The Preliminary Fee Schedule shall be inclusive of all potential work and labor including, but not limited to, the Consultant’s costs for site visits and travel expenses. Each element of the proposal should be itemized and include a time frame, specific personnel to complete, and the cost associated with the item. The Town reserves the right to select from the menu of ideas presented in the proposal.

Addenda

If any revisions to this RFP become necessary, the Town shall provide responses and clarifications to questions via addenda. The last day for issuance of an addendum is Wednesday, April 21, 2021. A Proposer shall submit any questions or requests for clarification to the Town’s Contact by Monday, April 19, 2021.

Addenda to this RFP, if issued, will be posted on the Town’s website at www.losgatosca.gov/2433/RFPRFQ. All proposers shall verify that the Town has issued any addenda for this Project prior to submitting the proposal and ensure that all requirements of addenda are included.

G. Evaluation Process

The Town Manager will form a committee to the proposals and will rank the Proposers. The evaluation of proposals shall be within the sole judgment and discretion of the Town. All contacts during the evaluation phase shall be through the Town's Contact only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Proposer to contact any reviewers of the proposals with the exception of the Town's Contact may jeopardize the integrity of the evaluation and selection process and risk possible disqualification.

During the proposal evaluation process, written questions or requests for clarification may be submitted by the Town to a Proposer regarding its proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Proposer from further consideration.

The Town Manager and the committee will evaluate each proposal meeting the qualification requirements set forth in this RFP.

After the review of proposals, the highest-ranked Proposers may be invited for oral interviews as part of the selection process, if necessary. The Proposer will be notified of the time and date of oral interviews (likely over Zoom) and if any additional information may be required to be submitted.

The Town shall be the sole judge of the evaluation of all proposals. The Town's decision shall be final. The Town reserves the right to reject any and all proposals and waive any irregularity or minor defects in any proposal received.

Proposal Evaluation Criteria

The following criteria shall be used to evaluate the proposals:

- 1. Conflict of Interest Statement and Non-Collusion Declaration (Pass/Fail)**
 - a. Discloses any financial, business or other relationship with the Town or the Los Gatos that may have an impact upon performance of services.
 - b. Lists current clients who may have a financial interest in the outcome of this contract or contracts.

- 2. Completeness/Organization of the Proposal (15 points)**
 - a. Proposal that is current, accurate, and complete in accordance with the requirements of this RFP. The proposal format and organization shall follow the requirements herein. Proposals that do not include the content requirements

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identified within this RFP and subsequent addenda and do not address items listed shall be considered incomplete.

3. Organization and Approach (20 points)

- a. Familiarity of the desired services and demonstrates understanding of objectives.
- b. Similar JEDI experience in the public and/or non-profit sectors.
- c. Experience engaging the staff and public in development and implementation of a JEDI work plan.
- d. JEDI assessment tools and uses for shaping and measuring a JEDI strategy.

4. Qualifications & Experiences (20 points)

- a. Meets Minimum Qualifications.
- b. Identifies relevant experience, specific qualifications, and technical expertise.
- c. Demonstrates history of success in implementing organizational change for other clients.

5. Proposer Accessibility (15 points)

- a. A statement addressing ability to fulfill JEDI consultant responsibilities.

6. References (10 points)

- a. Provide references with the names of at least three (3) agencies the Proposer has previously consulted for in the past five (5) years.

Oral Interview (if necessary)

If necessary, the top-ranking Proposer(s) may be invited to participate in Oral Interviews for a consultant presentation and Q&A session. A Proposer will be notified of the time and date for oral interviews (likely over Zoom) and if any additional information may be required to be submitted.

Following the Town’s determination of the best qualified Proposer for this work, scope of services and final terms will be negotiated, and the Consultant and the Town will execute the Town’s standard Consultant Services Agreement (**Attachment 5**).

The proposed schedule is as follows:

<u>Activity</u>	<u>Anticipated Dates</u>
RFP release	April 7, 2021
Pre-Proposal Meeting	None.
Deadline for Submitting Questions	April 19, 2021
Proposal Submission Deadline (5:00 pm)	April 28, 2021

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Proposal Evaluation	May 2021
Consultant Interviews/Presentations (if necessary)	May 2021
Contract Negotiations and Execution	May 2021

H. Additional Information

- 1. Reservation of Rights.** The Town reserves the right to accept or reject any or all proposals, or to alter the selection process if warranted, to postpone the selection process for its own convenience at any time, and to waive any defects in the RFP. The Town also reserves the right to accept or reject any individual subconsultant that a candidate proposes to use. This RFP and the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the Town and the Proposers. The Town's standard form of consultant agreement will form the basis of the contract between the parties.
- 2. Proposer's Costs.** Each Proposer responding to this RFP acknowledges and agrees that the preparation of all materials for submittal to the Town and all presentations, related costs, and travel expenses, including but not limited to vehicle miles, vehicle rentals, flights, transit fares, and meals, are at the Proposer's sole expense. The Town shall not, under any circumstances, be responsible for any cost or expense incurred by the Proposer. In addition, each Proposer acknowledges and agrees that all documentation and/or materials submitted with the RFP shall remain the property of the Town.
- 3. Communicating with Town.** If you have any questions regarding this RFP, please communicate with the Town's Contact:

Laurel Prevetti
Town Manager's Office
Town of Los Gatos
110 E Main Street, Los Gatos CA 95030
Manager@losgatosca.gov
(408) 354-6832

The Town's sole point of contact for this RFP shall be the Town's Contact who shall administer the RFP process. All communications shall be submitted in writing and shall specifically reference this RFP (identify in the subject line). Only answers issued by Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. No contact with other Town staff, Town council members, or any other public official concerning the Project during the RFP process is allowed. A violation of this provision may result in the disqualification of the consultant.

- 4. Assumptions of Proposers.** The Town is not responsible for the assumptions of Proposers. Neither the participation of the Town in any pre-proposal meeting, nor the

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subsequent award of the contract by the Town shall in any way be interpreted as an agreement or approval by the Town that a Proposer's assumptions are reasonable or correct. The Town specifically disclaims responsibility or liability for any Proposer's assumptions in developing its proposal.

5. **Public Record.** All responses to this RFP become property of the Town and will be kept confidential, subject to the requirements of the California Public Record Act, until a recommendation for award of a contract has been announced. Submittals are subject to public inspection and disclosure under the California Public Records Act. (Cal. Govt. Code sections 6250 *et seq*). Unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, or any other written communication between the Town and any Proposer, and between Town employees or consultants, regarding the procurement, shall be available to the public. In any event, the Town shall have no liability to Proposer for making disclosures required by the California Public Records Act or other law, court order, legal proceeding discovery request, investigative demand, subpoena, or order from a regulatory body having jurisdiction over either of the parties. Nothing contained herein shall be construed as requiring or obligating the Town to withhold information in violation of the California Public Records Act or other laws.
6. **Equal Opportunity.** The Town hereby notifies all Proposers that it will affirmatively insure that in any contract entered into pursuant to this procurement, minority business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations or beliefs, sex, age, physical disability, medical condition, marital status, pregnancy, or other protected characteristic as set forth hereunder.
7. **Appeal.** The Town will entertain appeals regarding this RFP process only as set forth herein. The appeal process presented in this RFP will take precedence in the case of any conflict with the appeal processes contained in the Town's Policies and Procedures. The Town will not entertain appeals regarding, or reconsider, substantive scores or determinations made in the evaluation process.

Appeals may be based upon restrictive requirements or alleged improprieties in the RFP that are apparent or reasonably should have been discovered prior to the Town's receipt of proposals. Such appeals shall be written and hand delivered or sent via certified mail to be received by the Town's Contact at least fourteen (14) calendar days prior to the Town's receipt of proposals. The appeal must clearly specify in writing the grounds and evidence on which the appeal is based.

Appeals may also be based upon alleged improprieties that are not apparent in the RFP or that could not reasonably have been discovered prior to the Town's receipt of the proposals. Such appeals are limited to 1) the Town's failure to follow its own appeal

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procedures set forth in this Section; and 2) other procedural errors in the RFP process. The appeal must clearly specify in writing the grounds and evidence on which the appeal is based. Such appeals shall be in writing and hand delivered or sent via certified mail to be received by the Town Contact within five (5) calendar days from receipt of the notice from the Town informing of the Successful Proposer.

The Town's Contact will respond to an appeal in writing within ten (10) business days of receipt and that determination shall be final.

The appeal procedures summarized in this Section are mandatory and comprise the sole and exclusive appeal procedures for this RFP. A Proposer's failure to comply with the procedures set forth herein will result in rejection of the appeal and constitute a waiver of any right to further pursue a protest or appeal (including, but not limited to, filing a Government Code claim or legal proceeding). If the Town determines the appeal to be frivolous, the Respondent originating the appeal may be determined to be irresponsible and may be ineligible for future purchase orders and/or contracts.

In order to prevail on an appeal based on alleged improprieties not apparent in the RFP as described herein, a Proposer must demonstrate that an error was material and prejudicial to the Proposer's effort to become selected for participation in this Project. In other words, in order to prevail, the Proposer must demonstrate that but for the Town's error, the Proposer would have been selected as the Successful Respondent.

If an appeal is received within five (5) business days from receipt of the notice from the Town informing of the Successful Proposer, the Town will proceed with the following process: 1) Town provides a copy of the appeal to the Successful Respondent and, within five (5) business days of receipt, Successful Proposer may provide to the Town a written response to the appeal; 2) within ten (10) business days thereafter, Town prepares a written response to the appeal and to the Successful Proposer's response, if any, and provides the analysis to appellant and Successful Proposer; 3) within five (5) business days, appellant and Successful Proposer may provide written responses; 4) Town sets a hearing date for a Town Council determination on the appeal and prepares a written staff report and recommendation; 5) Town staff notifies Successful Proposer and appellant of the date and time of the hearing and prepares and distributes a written record containing all documents necessary for the Town Council determination and distributes the record to all parties; 6) Town Council hearing in which Successful Proposer and appellant are provided full opportunity to present matter to Town Council; 7) Town Council renders a final determination.

8. **Governing Law.** The laws of the State of California shall govern the interpretation and enforcement of the contract. Legal action may be instituted only in the Superior Court of the County of Santa Clara, State of California, or in the Federal District Court in the Northern District of California.

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9. **Adherence to All Local, State, and Federal Laws and Requirements.** The Proposer shall adhere to all applicable federal, state, and local laws, ordinances, statutes, rules and regulations, and rulings or directives of any agencies having jurisdiction relevant in any way to the Proposer's scope of work.

I. Attachments

The following attachments are incorporated into the Request for Qualifications:

- ATTACHMENT 1 – CONFLICT OF INTEREST STATEMENT (FOR SUBMITTAL)
- ATTACHMENT 2 – NON-COLLUSION DECLARATION (FOR SUBMITTAL)
- ATTACHMENT 3 – REFERENCES (FOR SUBMITTAL)
- ATTACHMENT 4 – STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S
COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE (FOR
SUBMITTAL)
- ATTACHMENT 5 – SAMPLE CONSULTANT SERVICES AGREEMENT (INFORMATION)

ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

JUSTICE, EQUITY, DIVERSITY, AND INCLUSION CONSULTANT SERVICES

The undersigned declares:

I/We _____ (Insert Name) have the following financial, business, or other relationship with Town of Los Gatos that may have an impact upon the outcome of the contract. If none, please specify that no other relationships may have an impact on this contract or Project.

I/We _____ (Insert Name) have the following current clients who may have a financial interest in the outcome of this contract. If none, please specify that no other clients may have a financial interest with an impact on this contract or Project.

Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the Proposer covenants that neither it, its subcontractors nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP. Proposer certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of the Town. Through its submittal of a proposal, Proposer acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the Town if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same

work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposals documents the completed Non-Collusion Declaration provided herein.

I, on behalf of the Proposer, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Proposer Name (Person, Firm, Corp.) Title of Authorized Representative

Address Name of Authorized Representative

City, State, Zip

(Date)

(Signed)

ATTACHMENT 2 – NON-COLLUSION DECLARATION

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL
JUSTICE, EQUITY, DIVERSITY, AND INCLUSION CONSULTANT SERVICES**

The undersigned declares:

I am the _____ [Insert Title] of _____, [Insert name of company, corporation, LLC, partnership or joint venture] the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or to refrain from responding. All statements contained in the proposal are true.

Any person executing this declaration on behalf of a respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

By: _____

Name: _____

Title: _____

ATTACHMENT 3 - REFERENCES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

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List three (3) references for work of a similar nature to the Services performed within the last five (5) years. Use additional sheets as necessary.

1.

Name of Agency	Agency Address
Contact Name	Contact Title
Contact Telephone	Contact Email Address
Contract Period	Contract Amount

Description of services performed including costs.

2.

Name of Agency	Agency Address
Contact Name	Contact Title
Contact Telephone	Contact Email Address
Contract Period	Contract Amount

Description of services performed including costs.

3.

Name of Agency	Agency Address
Contact Name	Contact Title
Contact Telephone	Contact Email Address
Contract Period	Contract Amount

Description of services performed including costs.

I hereby certify that the Proposer performed the work listed above.

Signature of Proposer

Name

Date

**ATTACHMENT 4 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S COMPENSATION
INSURANCE ACKNOWLEDGMENT CERTIFICATE**

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

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PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the RFP. Should the Proposer be awarded a contract for Services, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of any subcontractors, and agrees to name the Town as additional insured for the Services specified.

By certifying this form, the Proposer also understands the Worker's Compensation insurance requirement per the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ATTACHMENT 5 – SAMPLE CONSULTANT SERVICES AGREEMENT

[ATTACHED BEHIND THIS PAGE]

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on (DATE) by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and Name of Consultant (“Consultant”), whose address is (Address). This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide **justice, equity, diversity, and inclusion consultant services**.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal sent to the Town on (DATE), which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from date of execution to XXX. Consultant shall perform the services described in this agreement as follows: XXXX
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town’s property and shall be delivered to the Town upon the completion of Consultant’s services or at the Town’s written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and

the Consultant shall not make any of the these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$XXX**, inclusive of all costs. Payment shall be based upon Town approval of each task.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to

testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

- 3.1 Minimum Scope of Insurance:
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

CONSULTANT
Attn:
ADDRESS

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Consultant, by:

Laurel Prevetti, Town Manager

Recommended by:

XXX

Printed Name and Title

Approved as to Form:

Robert Schultz, Town Attorney

Attest:

Shelley Neis, MMC, CPMC
Town Clerk