



City of
Mountain View

REQUEST FOR PROPOSALS

FOR

SAFE ROUTES TO SCHOOL PROGRAM SERVICES

RFP NO. R261676

RFP ISSUE DATE: MONDAY, FEBRUARY 9, 2026

**PROPOSAL DUE DATE AND TIME:
MONDAY, MARCH 9, 2026 AT 3:00 P.M. PACIFIC TIME**

TO

PUBLIC WORKS DEPARTMENT
ATTN: PRIYOTI AHMED
500 CASTRO STREET
P.O. BOX 7540
MOUNTAIN VIEW, CA 94039-7540

**FOR QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS,
CONTACT THE POINT OF CONTACT (POC):**

PRIYOTI AHMED, TRANSPORTATION PLANNER
650-903-6488

priyoti.ahmed@mountainview.gov

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I. BACKGROUND

A. The City of Mountain View (City), incorporated in 1902, is a full-service charter city with a City Council/City Manager form of government and over 700 regular positions representing 14 departments. It is a municipal corporation of the state, located in Santa Clara County, California. The City is just over 12 square miles with a population of approximately 86,500 and has a General Operating Fund budget for Fiscal Year 2025-26 of approximately \$194.9 million.

B. PROJECT OVERVIEW

The City invites highly qualified consulting firms with experience working with public agencies to submit proposals for conducting a Safe Routes to School (SRTS) program. The successful proposer will have a minimum of three (3) years of demonstrable experience in designing and implementing an SRTS program. The purpose of the program is to:

- Increase student safety and eliminate traffic-related fatalities and injuries involving school children;
- Enable and encourage children and students to walk and bike to school;
- Increase participation in active transportation by making biking and walking to school a safer, more accessible transportation alternative;
- Reduce motor vehicle volumes to improve safety and air quality in the vicinity of schools;
- Encourage walking and biking to school by hosting bicycle and pedestrian safety activities at Citywide community events;
- Build an equitable SRTS program by fostering participation and engagement across diverse student communities; and
- Deliver services in a manner that is effective, efficient, transparent, and allows for continuous improvement.

C. PROJECT HISTORY

In 2011, the City of Mountain View received a \$500,000 Vehicle Emissions Reductions Based at Schools (VERBS) grant. This grant funded a three-year program to encourage students to get to school safely by walking and biking. The City used the grant to hire a consultant to run the VERBS program from November 2011 until October 2014. The program provided safety training, bike rodeos, encouragement events,

parent/teacher engagement, and data collection at all 21 public and private schools in the City. In 2013, the City received another \$500,000 VERBS grant to continue the program from April 2015 to March 2018.

In 2019, the City executed a \$230,895 contract with Alta Planning for the SRTS 2.0 program, which included collaborating with school and district staff and delivering SRTS services at all 15 public schools from 2019 to 2022. Services include:

- Preparing suggested route to school maps;
- Developing individualized school education and engagement plans;
- Developing a school champion toolkit;
- Facilitating a coordinating committee (parents, City staff, school district staff, and principals);
- Presenting to meetings with Parent-Teacher Associations or site councils;
- Developing and delivering transportation safety training at all schools;
- Conducting Citywide or middle school bike rodeos;
- Providing traffic safety musical assemblies;
- Conducting walk audits at all public schools;
- Facilitating data collection on access to school; and
- Conducting a bicycle repair workshop.

In 2023, the City executed a one-year \$222,000 contract with NN Engineering, which included collaboration with school district staff, school principals, parent communities, and the Mountain View Police Department. The City subsequently extended the contract for an additional two years, with budgets of \$225,000 and \$233,000, respectively. Table 1 presents student tally modeshare data from 2022 to 2025 which shows that driver modeshare is steady and slowly declining. Over the course of this three-year contract, NN Engineering delivered the following scope of work to all public schools in Mountain View:

- Developing the SRTS curriculum;
- Developing and delivering transportation safety training, bike rodeos, and traffic safety musical assemblies for all grades at Mountain View public schools;

- Supporting and facilitating a coordinating committee (parents, City staff, school district staff, and principals);
- Developing and hosting bike rodeos and safety trainings at Citywide events, such as Monster Bash, Christmas Tree Lighting and Earth Day;
- Conducting a bicycle repair workshop;
- Conducting program evaluations through student tallies and family surveys;
- Conducting walk audits at all public schools; and
- Developing infrastructure recommendations.

Table 1: Safe Routes to School Student Mode Share

Mode	2022–2023	2023–2024	2024–2025
Parents drive	56%	61%	54%
Walk	25%	15%	17%
Bike	11%	12%	10%
Carpool	3%	5%	6%
Other (transit, e-bike, scooter)	3%	7%	13%

For the upcoming SRTS contract, the City will focus on adopting a SRTS program to formalize the program’s funding, education, and encouragement structure, identify stakeholder and partner communication, and establish sustainable program funding in Mountain View.

The adoption of the SRTS program will solidify the funding framework, strengthen safety education with the Mountain View school districts, leverage communitywide encouragement events to promote safe walking and biking, and reestablish communication process with other City departments and the parent community. This effort will bring together City Public Works staff, Police School Resource Officers, principals, parents, teachers, youth leaders, and other stakeholders. In addition to safety training, a community-building approach will be used to help mitigate risky behaviors, including students driving vehicles, riding e-bikes, or riding without helmets.

Proposals are solicited in accordance with the terms, conditions, and instructions as set forth in this Request for Proposals (RFP).

II. SCOPE OF SERVICES

The scope of work in this RFP covers the SRTS program for three school years (starting in June 2026) with the option for two additional consecutive one-year term to the program for a total of five years.

Proposers must provide a specific, well-developed scope of work for all tasks and are expected to incorporate their own expertise into the scope and propose modifications they deem necessary or advisable. Additionally, all work shall comply with all applicable codes, regulations, specifications, and guidelines governing this work.

The basic scope will be completed annually. Optional tasks will be added as funding allows over the duration of the contract.

The City is seeking assistance from consultants with experience working with cities and schools to undertake activities associated with SRTS. The work will encompass the “7Es,” listed below:

1. Education	Adopt standardized SRTS program language to establish a curriculum that delivers consistent transportation safety education for students and parents. Continue providing the Mountain View SRTS curriculum, or other up-to-date educational materials, to students and families on pedestrian and bicycle safety.
2. Encouragement 3. Engagement	Participate in Citywide events to provide transportation safety education and encourage access by modes other than driving.
4. Equity	Foster community-based partnerships to engage diverse students, families, schools, and school districts.
5. Engineering 6. Enforcement	Conduct walk and bike audits and communicate engineering and enforcement needs with City staff.
7. Evaluation	Provide quantitative quality assurance (QA) and project management capabilities to support program surveys, evaluation, and accounting.

Program activities will focus on both public and private K-12 grade schools serving the City of Mountain View. A full list of schools in Mountain View is provided below:

District	School	Grade Level	Enrollment
Mountain View Whisman School District	Benjamin Bubb	Elementary	357
	Mariano Castro	Elementary	266
	Amy Imai	Elementary	412
	Edith Landels	Elementary	404
	Gabriela Mistral	Elementary	348
	Monta Loma	Elementary	271
	Stevenson	Elementary	437
	Theuerkauf	Elementary	331
	Jose Antonio Vargas	Elementary	390
	Crittenden	Middle	532
	Graham	Middle	840
	Los Altos School District	Springer	Elementary
Mountain View-Los Altos Union High School District	Alta Vista	High	62
	Los Altos	High	2,136
	Mountain View	High	2,316
N/A	German International School of Silicon Valley	Elementary-High	447
N/A	Mountain View Academy	High	65
N/A	St. Francis High School	High	1,760
N/A	St. Joseph Catholic School	Elementary-Middle	263
N/A	Waldorf School of the Peninsula	Middle-High	134
N/A	Yew Chung International School	Elementary-Middle	240
N/A	Khan Lab School	Elementary-High	310

Recommended tasks are listed below:

Task 1—Project Kickoff and Management

The selected consultant (Consultant) will conduct a kickoff meeting with the City Project Manager and staff to discuss project goals, scope, and activities. The Consultant will also establish regular coordination meetings with City staff to gain agreement on project direction, provide updates on progress (from previous meetings), discuss issues, and gain feedback on draft deliverables. The Consultant will submit monthly invoices and progress reports to the City, following the City of Mountain View’s invoice template.

The Consultant shall provide management of all task activities under this Agreement, including assignments, event preparation and participation, maintenance and monitoring of the budget and schedule, invoices, progress report, quality assurance, and quality control of all deliverables.

Deliverables: Project kickoff notes, ongoing project management notes, monthly invoices, and progress reports.

Task 2—Safe Routes to School Program Adoption

The Consultant will develop the City’s SRTS program to be adopted by the Mountain View City Council. The program document will detail the program’s education framework, program evaluation approach, stakeholder roles and communication protocols, funding strategy, and other relevant components. The recommended program will be informed by Mountain View’s existing SRTS goals and objectives and safety education curriculum, SRTS policies from neighboring jurisdictions, and established industry best practices.

Deliverables:

- *Existing SRTS Program and Peer Program Evaluation Memo; and*
- *Draft and Final SRTS Program Plan.*

Task 3—Safety Education

The Consultant will prepare and provide a series of educational trainings for students, parents, and teachers. The educational materials should be grade-appropriate for students. Educational training activities will include:

Task 3.1—Transportation Safety Training

The Consultant will provide transportation safety training to all grades (K-12). The training should cover defensive walking and riding practices, helmet fittings, bicycle maintenance skills, rules for riding, and suggested routes to school. At each school, training sessions will be provided during Physical Education (P.E.) over at least one school day.

Training shall be oriented toward the grade level. For example, middle and high school students will need more challenging and engaging activities that could include role-playing, design thinking, and on-road practice. Middle and high school training could include defensive driving and tips for paying attention to walkers and bikers And e-bike-related rules and regulations.

The Consultant will submit a transportation safety education plan that includes draft educational materials, staffing plan, and equipment needed for the training.

Deliverables:

- *Transportation Safety Training Plan; and*
- *Transportation Safety Training for K-12.*

Task 3.2—Bicycle Rodeos and Safe Walking Training

The Consultant will provide bike rodeos to all third-, fourth-, and sixth-grade students in Mountain View to allow students to practice hand signals, looking over their shoulder, avoiding small and large obstacles, mounting, dismounting, crossing intersections, stopping at stop signs, and yielding to others. The instructors must hold League Cycling Instructor (LCI) certifications.

The Consultant will prepare bike rodeo plans for elementary and middle schools that will include bicycle skills to be covered, the schedule for the day, staffing plan, needed equipment, and a layout for rodeo activities at each school.

Along with bike rodeos, the Consultant will provide training on how to walk safely and cross intersections. The training could include stopping at an intersection, making eye contact, looking multiple directions, and yielding to other modes.

Deliverables:

- *Bike Rodeo and Safe Walk Training Implementation Plan; and*
- *Bike Rodeo and Safe Walk Training for Elementary and Middle School.*

Task 3.3—E-Bike Safety Education and Training

The Consultant shall prepare and provide training on e-bike safety for all students. The training material may include information on types of e-bikes and their capabilities as well as rules of the road. The Consultant should also provide training on e-bikes to help students and parents to learn more about e-bike safety.

Deliverables:

- *E-Bike Training Plan; and*
- *E-Bike Training for Elementary, Middle, and High School.*

Task 4—Engagement and Encouragement Events

The Consultant will deliver engagement and encouragement events or activities. To engage and amplify diverse voices in the community, the Consultant will partner with community-based organizations to deliver some of these events. Potential types of engagement and encouragement activities are listed below:

- Family and teen bike rides;
- Community events and bike rodeos;

- Transportation safety campaign (videos, social media messages, flyers); and
- Walk and roll, bike train, or carpool coordination.

The Consultant’s proposed scope of work will specify a proposed quantity for each of the activities listed above per school year.

Deliverables:

- *Engagement and Encourage Event Plan;*
- *Engagement Activities; and*
- *Event Summary.*

Task 5—Data Collection and Program Evaluation

In consultation with City staff and school communities (administrators, staff, parents), the Consultant will develop a data-collection plan, including survey instruments (which may include standardized forms from the National Center for SRTS), sampling methodologies, dates, outreach materials, and analysis tools for school arrival and departure tallies, parent surveys, and/or other assessments.

The Consultant will implement surveys and data collection after the data collection action plan is approved by City staff. City staff will distribute the survey to the principals and school districts. The Consultant will keep accurate records of data collection activities and results.

The Consultant will analyze data collected using traceable spreadsheet calculations and will conduct robust QA. Data analysis will generate meaningful charts and tables to provide a granular and big-picture understanding of patterns and trends over time. This will include travel behavior as well as implications for traffic and greenhouse gas emissions. The Consultant will summarize this work in a draft document covering monitoring methodologies, results, and findings.

Deliverables:

- *Student Tally;*
- *Parent Survey; and*
- *Summary and Findings of the Survey.*

Task 6—Final Report and Presentation

The Consultant will prepare a draft and final annual report with a summary of all completed activities in the school year. The report should include highly accessible visual representations of program participation and results.

The Consultant will develop presentation materials and present findings at up to two (2) meetings of the Bicycle/Pedestrian Advisory Committee (BPAC) per year.

Deliverable: Annual Draft and Final Report and Presentation.

All project deliverables will be provided in appropriate electronic format (text, spreadsheets, photos, etc.) in addition to searchable PDF files.

Optional Task 7—Address At-Risk Biking Behavior

The Consultant will develop a strategy to collaborate with local community groups on influencing and addressing risky biking behavior. These are observed behaviors, such as not wearing a helmet, not stopping at traffic signals, biking on the sidewalk without yielding to pedestrians, swerving back and forth across roadways, and riding directly toward oncoming motor vehicle traffic. The strategies may include developing messaging materials with local community groups to address these behaviors, developing challenges or incentives for bike riders to understand the safety issues with these behaviors, educating or training families to reinforce safe driving/riding behaviors, programs to develop confidence and productive bike-related skills, and so on.

Deliverables:

- *Community and Safety Strategy to Address Risky Biking Behaviors; and*
- *Design Challenges and/or Training Events.*

Optional Task 8—Engineering—Walking Audit

In coordination with City staff and the school community (district, schools, parents, students), the Consultant will develop a walking audit plan for all schools. The walk audit will identify pain points and safety issues for each school and provide several improvement concepts that are appropriate to enhance safety. The Consultant will host the walk audit for all schools. The Consultant will also provide a detailed summary and findings of the walking audit with maps, charts, and other appropriate visualizations.

Deliverables:

- *Safe Routes to School Walk Audit Plan; and*
- *Walk Audit Summary.*

Optional Task 9—Mountain View Crossing Guard Placement Assessment

In coordination with City staff and the school community (district, schools, parents, and students), the Consultant will assess Mountain View’s existing crossing guard program and placement. The assessment may include reviewing the crossing guard recommendation process in Mountain View and recommending any changes. The Consultant may host site visits, conduct school outreach, and perform other technical analyses to develop recommendations. The Consultant will provide a detailed summary of findings and recommendations for the crossing guard program.

Deliverables:

- *Existing Crossing Guard Program Analysis;*
- *Crossing Guard Placement Recommendation Memo.*

III. RFP PROCESS

A. INVITATION TO RESPOND

The City of Mountain View invites qualified Proposers (Proposer or Consultant) to provide proposals for a Safe Routes to School program. See Scope of Services, Section II, for detailed requirements. Proposals are solicited in accordance with the terms, conditions, and instructions as set forth in this RFP.

B. ISSUING OFFICE

The Public Works Department is the department issuing this RFP. Proposers who do not notify the Point of Contact (POC) with their contact information and the RFP number when contacting the City assume complete responsibility in the event that they do not receive communications prior to the closing date.

C. QUESTIONS

Please email the POC if there are any questions regarding the RFP solicitation and process. Respondents and individuals associated with their firm shall not contact City employees, their contractors, or elected City officials outside of the process identified.

1. Proposers are responsible for reading carefully and understanding fully the terms and conditions of this RFP. Please email any requests for clarification or additional information to the POC by the date listed in the RFP Schedule. Requests should contain the following: “Questions: Safe Routes to School Program RFP” in the subject line. It is incumbent upon Proposers to verify City receipt of their questions.

2. All questions will be answered in writing. Both questions and answers will be distributed, without identification, to all Proposers who are on record with the City as having received this RFP via an addendum. No oral communications can be relied upon for this RFP.
3. To the extent that a question causes a change to any part of this RFP, an addendum will be issued addressing such changes.

D. PROPOSED SCHEDULE

The following table outlines the City’s proposed schedule of major activities related to the RFP distribution, proposal submission, evaluation, and selection processes. All times referenced are in Pacific Time. The City reserves the right to amend the schedule as necessary.

	<u>Date</u>
1. RFP issued to prospective Proposers	February 9, 2026
2. Last date for submission of written questions (5:00 p.m.)	February 16, 2026
3. Issue addendum/response to written questions	February 23, 2026
4. Proposal submission deadline (3:00 p.m.)	March 9, 2026
5. Evaluation of proposals	March 16, 2026
6. Potential interviews with proposers	March 23, 2026
7. Contract award date	April 30, 2026

E. PREPROPOSAL CONFERENCE

A preproposal conference will NOT be held.

F. CLARIFICATIONS

The City reserves the right to obtain clarification of any point in a Proposer’s submittal or to obtain additional information necessary to properly evaluate a particular response. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of the Proposer’s proposal.

G. SUBMISSION OF PROPOSALS

1. Proposals shall be:
 - a. Submitted in the format set forth herein;

- b. Submitted as one (1) package consisting of two (2) parts: Part I—Narrative Proposal; and Part II—Fee Proposal. Part II—Fee Proposal shall be submitted in a sealed envelope separately from Part I and labeled as “Part II—Fee Proposal”;
 - c. Made in the official name of the firm or individual under which the Consultant’s business is conducted (including the official business address);
 - d. Submitted with Attachment A of this RFP, signed by a person duly authorized to submit a proposal to this RFP solicitation;
 - e. For hard copies, submitted in envelopes clearly marked with the assigned RFP title and closing date/time referenced on the outside of the envelope (lower-left corner);
 - f. Addressed to the POC, as identified on the Cover Page of this RFP;
 - g. Submitted in an electronic format with the Proposer’s name on each file, maximum length forty (40) pages (twenty (20) pages front and back), excluding Cover Page (Attachment A), References (Attachment B), Exceptions (Section 7 on Page 14), curriculum vitae, legal, conflict of interest, and insurance information, accepted electronically via email to Priyoti Ahmed at priyoti.ahmed@mountainview.gov. Part I—Narrative Proposal should be uploaded separately from Part II—Fee Proposal. Attachments shall be provided in the same manner; and
 - i. Submitted after reviewing the sample Consultant Agreement (Attachment C). This is the City’s standard consultant contract, and no amendments to such will be allowed. Submission of a proposal will be considered an acceptance of such contract by the Proposer.
2. Proposal Format: The proposal shall, at a minimum, cover the following items. Proposal sections should be labeled to match the numbers below:

Part I—Narrative Proposal

- a. Section 1—Completed Cover Page, Attachment A.

- b. Section 2—Project Understanding, Proposed Approach, and Work Plan: Approach and work plan describing the proposed approach to fulfill the stated objectives, including:
- An itemized list and description of tasks;
 - Approaches to working with City staff, stakeholders, and the community;
 - Quality assurance and quality control plan;
 - Proposed organization and staff assigned to lead each task;
 - Estimated labor hours by task for key staff and by classification;
 - Project schedule (subject to adjustment by mutual consent of the Consultant and City); and
 - Deliverables associated with each task.
- c. Section 3—Firm Profile: Provide information on the firm’s size, local organizational structure, financial stability, firm capacity, and resources. Include similar information for all subconsultants participating in the proposal.
- d. Section 4—Firm Qualifications: Provide a brief description of similar projects undertaken within the past five (5) years by key staff assigned to this project, including:
- Summary of work performed;
 - Total project cost;
 - Firm role and percentage of work the firm was responsible for;
 - Time period; and
 - A brief statement of the firm’s adherence to schedule and budget for the referenced project.
- e. Section 5—Team Qualifications: Identify the name and title of the lead contact person and all key staff who will be assigned to this project and include their role in the project. Provide curriculum vitae for key consultant team personnel and brief bios for all other team members.

Provide a description of their responsibilities and the percentage of time expected to be spent on this project.

As applicable, provide a list of subconsultants and describe how each subconsultant will be utilized on this project. Identify principal staff assigned to this project from each subconsultant and their responsibilities on this project. Show subconsultants in the project organization chart.

- f. Section 6—References: Provide the name, title, email, and contact number for a minimum of three (3) references from projects of similar scope described in Section 4. References should preferably be from public agencies and shall be submitted on the form provided in Attachment B.
- g. Section 7—Exceptions: Discuss any exceptions or requested changes to the RFP requirements and conditions. If no exceptions are noted, it is assumed the Proposer will accept all conditions and requirements of the RFP.
- h. Section 8—Insurance Certificate: Provide a copy of evidence of insurance as requested, per the attached Sample Contract, Attachment C.
- i. Section 9—Legal Information: As applicable, submit a list of lawsuits filed within the past two (2) years against the firm or its principals alleging misconduct and/or negligence. Submit a list of claims within the past two (2) years against the firm’s Professional Liability insurance policy (errors and omissions), if any. Accompanying each (or either) list shall be a declaration by a principal of the firm indicating careful review of such lists and adding appropriate information concerning the current status or other disposition of the lawsuits or claims. This information may be submitted separately and confidentially, if so desired.
- j. Section 10—Conflict of Interest: Pursuant to Section 706 of the City of Mountain View Charter, no City officer or employee shall have a financial interest, either directly or indirectly, in any contract, sale, purchase, or lease to which the City is a party.

As applicable, submit a list of all projects (completed within the past three (3) years or currently under way) located within Santa Clara County. Accompanying such a list shall be a declaration by a principal of the firm indicating knowledge of and careful review of the subject matter and asserting freedom from conflicts of interest that might arise from relationships with parties that are involved in disputes with the City.

Additionally, for firms that are currently working on projects within the City for other private- or public-sector clients, submit a list of the project(s), including a broad description of the work being performed and the efforts that will be undertaken to separate this project from the other projects to avoid the potential for any conflict of interest.

Part II—Fee Proposal

Provide a detailed cost schedule for each program element described in the Scope of Services. For purposes of estimating, elements may be combined as appropriate, but both subtotals and totals must be shown. The City intends to award this contract to the firm the City considers will provide the best overall project services for the available budget. The elements of the fee proposal shall include the following:

- a. Estimated labor hours by task for key staff and by classification.
- b. An hourly rate schedule, valid for the duration of this contract (to be stated in the fee schedule), for each of the personnel who will be working on the project. Include an acknowledgment that the hourly rate schedule will be for the entire duration of the contract in the proposal.
- c. A detailed time and material not-to-exceed fee for each task described in the Scope of Services.

H. CLOSING DATE

Proposals must arrive at the location, date, and time identified on the Cover Page of this RFP in the format set forth herein. There will be no public opening of the proposals. The names of Proposers will not be released until after contract award.

I. LATE SUBMISSIONS

If mailing proposals, please allow sufficient mail delivery time to ensure timely receipt by the issuing office. Delivery of the proposals to the specified location by the prescribed time and date is the sole responsibility of the Proposers. Any proposal, modifications to proposals, or request for withdrawal of proposals arriving after the closing date and time are late and will not be considered unless the City determines that accepting the late proposals would be in the best interest of the City, and:

1. If it was transmitted through an electronic commerce method authorized by the solicitation and it was received at the initial point of entry to the City's infrastructure not later than the specified time; or

2. There is acceptable evidence to establish that it was received at the City location designated for receipt of the proposals and was under the City's control prior to the time set for receipt of the proposals; or
3. It was the only proposal received.

J. ECONOMY OF PREPARATION

Proposers shall prepare each proposal simply and economically, providing a straightforward, concise description of the Proposers' offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

K. PROPRIETARY/CONFIDENTIAL INFORMATION

Any information submitted with a proposal is a public record subject to disclosure unless a specific exemption applies. If a Proposer submits information clearly marked proprietary or confidential, it will be treated with the confidentiality to the extent permitted by law. However, it is the Proposer's obligation and expense to defend any legal challenges seeking to obtain said information. The City shall incur no liability due to release of information from a proposer labeled "proprietary" or "confidential."

L. PROPOSAL MATERIAL OWNERSHIP

All material submitted regarding and in response to this RFP becomes the property of the City of Mountain View and will only be returned to the Proposer at the City's option. Any person may review proposals after final selection and the contract award has been made. The City of Mountain View has the right to use any or all system ideas presented in reply to this request, subject to limitations outlined above in "Proprietary/Confidential Information." Disqualification of a Proposer does not eliminate this right.

M. MULTIPLE/ALTERNATIVE PROPOSALS

Proposers may submit more than one (1) proposal to reflect an alternative scope of work, project process, etc. However, only one (1) proposal should be identified as the Proposer's "PRIMARY PROPOSAL," and all others should be identified as "ALTERNATIVE PROPOSAL." To facilitate the evaluation process, the "ALTERNATIVE PROPOSAL" must follow the same format as the "PRIMARY PROPOSAL." Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.

N. ACCEPTABILITY OF PROPOSALS

The City shall determine which Proposers have met the requirements of this RFP. Failure to comply with any mandatory requirement will disqualify a proposal. The City shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The City may waive or permit to be cured minor irregularities or minor informalities in proposals that are immaterial or inconsequential in nature. Determination of acceptability of proposals shall be at the City's sole discretion.

The contents of the response of the successful proposal will become contractual obligations for contract negotiations. Failure of the responder to accept these obligations in a contract may result in cancellation of further negotiations.

O. PROPOSAL EVALUATION AND SELECTION

1. A selection committee will evaluate the proposals submitted and assign each a ranking. Following are the evaluation criteria for the proposals, with the assumption that all minimum requirements have been met:
 - a. Understanding of City needs;
 - b. Effectiveness and clarity of project approach;
 - c. Qualifications and experience of the firm and project team in performing similar work for other public agencies;
 - d. Demonstrated success on previous projects of similar scope;
 - e. Adherence to the requirements of this RFP;
 - f. Any litigation brought against the firm;
 - g. Proposed timeline for completion of services;
 - h. Consideration of best overall project services for the available budget and total cost to the City;
 - i. The Consultant's Quality Assurance and Quality Control Plan; and
 - j. Any other factors as solely determined by the City to be in the City's best interest.

2. Oral Interview: The City may evaluate proposals solely on the basis of each Proposer's written submittal, or the City may invite those consulting firms deemed to have submitted the best proposals to an interview with the selection team. The Proposer's key staff members should be in attendance.
3. Selection Process: Per City policy, the determination of the most qualified consultant shall be on the basis of demonstrated competence and qualifications for the type of services.

The City will check the references of the top-ranked consultants for such things as: record in accomplishing work in a timely manner for similar projects within budget; quality of work completed for the City or other public agencies; ability to work with City staff and the public; and outstanding litigation.

The City reserves the right to select, approve, recommend, or disapprove subconsultants at the City's discretion.

The City shall negotiate an agreement with the most qualified Proposer. If negotiations with such Proposer are unsuccessful, the City will negotiate with the second-highest-ranked firm. The selection process will be complete once a contract is executed. When the City has reached an agreement with a Consultant, all firms submitting a proposal will be notified of the results in writing.

P. CITY'S RIGHTS

The City reserves the unilateral right to cancel this RFP, in whole or in part, or reject any or all proposals submitted in response to this RFP when such action is determined to be advantageous to the City as determined solely by the City. The City also reserves the unilateral right to award a contract in whole or in part; to award a contract to one (1) or more Proposers; to waive or permit cure of minor irregularities; and to conduct discussions with Proposers in any manner necessary.

Q. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the City may require the Proposer to submit such additional information bearing upon the Proposer's ability to perform the contract as the City deems appropriate. The City may also consider any information otherwise available, including, but not limited to, price, technical proposal, and qualifications relative to ability, capacity, integrity, ethics, performance record, and experience of the responder.

R. INCURRED EXPENSES

The City will not be responsible for any expenses incurred by Proposers in preparing and submitting a proposal to this RFP.

S. NEWS RELEASES/ADVERTISING

News releases and/or advertising pertaining to this procurement or any part of the subject shall not be made without prior written approval of the City of Mountain View.

T. CONFIDENTIALITY

The Proposer shall instruct their employees and the employees of any subcontractors to keep as confidential information concerning the business of the City and the City's financial affairs, relations with City residents, and City employees as well as any other information which may be specifically classified as confidential by the City of Mountain View.

U. COMPLIANCE WITH DEPARTMENT OF INDUSTRIAL RELATIONS

The Consultant and their subconsultant(s) shall comply with Section 4 of the City's Standard Agreement.

IV. AGREEMENT TERMS

- A. It is anticipated that the resulting agreement will be for a fixed three (3) year contract from June 1, 2026 to May 31, 2029 with an option to extend for two (2) additional one (1) year fixed terms at the discretion of the City.
- B. The successful Proposer will be required to enter into a contract for services with the City and utilize the City's standard contract, Attachment C. **Please review the attached standard City contract for additional requirements, including Section 9, Business License, and Section 10, Insurance.**

V. ATTACHMENTS

ATTACHMENT A—PROPOSAL COVER PAGE

ATTACHMENT B—REFERENCES

ATTACHMENT C—SAMPLE CITY STANDARD CONTRACT

ATTACHMENT A—PROPOSAL COVER PAGE

PROPOSER

Company: _____

Name: _____

[PRINT OR TYPE]

Federal Tax I.D. No.: _____

Signature:* _____

Street Address: _____

Title: _____

City: _____

Date: _____

State: _____ Zip Code: _____

Tel. No.: _____ Fax No.: _____

** Authorized Signature: The signer declares under penalty of perjury that the signer is authorized to sign this document and bind the company or organization to the terms of this Agreement. The signer further understands and agrees that the conditions set forth in the instructions to Proposers, the terms and conditions and the specifications, together with this RFP, its attachments and amendments, the proposal, and any other documents submitted in response to the foregoing, shall form a part of and be construed with the contract.*

Email: _____

ADDENDA

To ensure that all Proposers have received each addendum, please check the appropriate box(es) below. Failure to acknowledge receipt of addendum/addenda may be considered an irregularity in the proposal:

Addendum number(s) received: 1 2 3

Or, No addendum/addenda were received

Signature: _____

ATTACHMENT B—REFERENCES

Please provide a minimum of three (3) references where work of a similar size and nature was performed within the past five (5) years, preferably for a public agency.

Client Name: _____ **Contact Name:** _____
Address: _____ **Phone Number:** _____
_____ **Fax Number:** _____
_____ **Email:** _____

Date of Project (when was work performed): _____
Describe what product or service was provided:

Client Name: _____ **Contact Name:** _____
Address: _____ **Phone Number:** _____
_____ **Fax Number:** _____
_____ **Email:** _____

Date of Project (when was work performed): _____
Describe what product or service was provided:

Client Name: _____ **Contact Name:** _____
Address: _____ **Phone Number:** _____
_____ **Fax Number:** _____
_____ **Email:** _____

Date of Project (when was work performed): _____
Describe what product or service was provided:

**AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW
AND _____ FOR
_____ SERVICES**

This AGREEMENT is dated for identification this ____ day of _____ 20____, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and _____, California Entity No. _____, whose address is _____ (hereinafter "CONSULTANT"), (CITY and CONSULTANT hereinafter collectively "Parties" or individually "Party").

RECITALS

- A. WHEREAS, CITY desires to retain the services of CONSULTANT to provide _____, Project _____; and
- B. WHEREAS, CONSULTANT is a qualified professional capable of providing the certain professional services which CITY seeks.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, CITY does hereby engage CONSULTANT, and CONSULTANT agrees, to perform the services set forth herein in accordance with the following terms and conditions:

1. **Description of Services.** CONSULTANT shall provide the services set forth in the Scope of Services, attached hereto and incorporated herein as Exhibit A.
2. **Term and Effective Date.** The term of this Agreement shall be from _____ through June 30, 2028, and by which time all work shall be completed, unless terminated earlier pursuant to Section 3, Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Nonappropriation; or Section 17, Termination, of this Agreement. This Agreement shall become effective on _____ [_____hard date or date executed by all Parties]. If the Agreement is not executed by all Parties on the same date, the Agreement shall be effective on the date it is last executed. CITY shall have the option to extend through amendments to this Agreement for two (2) additional one (1) year terms for a total maximum contract term not to exceed five (5) years.
3. **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Nonappropriation.** This Agreement is subject to the budget and fiscal provisions of the City Charter and City Code of CITY. This Agreement will terminate without penalty, liability, or expense of any kind to CITY at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement

will terminate, without penalty, liability, or expense of any kind at the end of the term for which funds are appropriated. CITY has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. CITY budget decisions are subject to the discretion of the CITY's City Council. CONSULTANT's assumption of risk of possible nonappropriation is part of the consideration for this Agreement.

4. **Compensation.** The rates for services under this Agreement shall be as set forth in Exhibit A.

a. _____ through June 30, 2026. Maximum compensation to CONSULTANT for providing the services set forth herein for _____ through June 30, 2026 shall not exceed (including reimbursed expenses) _____ Dollars (\$XX,XXX). Any remaining funds at the end of the period (June 30, 2026) shall not carry over.

b. July 1, 2026 through June 30, 2027 (CITY Fiscal Year 2026-27). Upon Council approval and adoption of the Fiscal Year 2026-27 budget, including funding related to this contract, maximum compensation to CONSULTANT for providing the services set forth herein for Fiscal Year 2026-27 shall not exceed (including reimbursed expenses) _____ Dollars (\$XX,XXX). Any remaining funds at the end of the fiscal year shall not carry over.

c. July 1, 2027 through June 30, 2028 (CITY Fiscal Year 2027-28). Upon Council and Board approval and adoption of the Fiscal Year 2027-28 budget, including funding related to this contract, maximum compensation to CONSULTANT for providing the services as set forth herein for Fiscal Year 2027-28 shall not exceed (including reimbursed expenses) _____ Dollars (\$XX,XXX). Any remaining funds at the end of the fiscal year shall not carry over.

If additional one (1) year terms are exercised through amendments to this Agreement for Year 4 and Year 5, rates shall be adjusted annually up to the California Consumer Price Index-All Urban Consumers (CCPI-U) for San Francisco-Oakland-Hayward for all items as determined by the California Department of Industrial Relations. For agreements expiring in June, the December CCPI-U from the prior year is used. All rate adjustments shall be rounded to the nearest dollar.

5. **Compliance with Department of Industrial Relations.** CONSULTANT and CONSULTANT's subconsultant(s) providing services on a public works project by employees whose job classification is subject to California prevailing wage laws must be registered with the Department of Industrial Relations and maintain registration for the duration of this Agreement. CONSULTANT and/or CONSULTANT's subconsultants shall pay these employees per California prevailing wage rates and submit certified payroll records in conformance with Department of Industrial Relations requirements.

6. **Payment Schedule.** CITY shall make periodic payments within thirty (30) days of receiving and approving a billing statement in proportion to the satisfactory completion of CONSULTANT's services.

7. **Reliance Upon Professional Skill.** It is mutually agreed by the Parties that CITY is relying upon the professional skill of CONSULTANT, and CONSULTANT represents to CITY that CONSULTANT's work shall conform to generally recognized professional standards in the industry. Acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT's said representation.

8. **Independent Contractor.** It is agreed that CONSULTANT is an independent contractor, and all persons working for or under the direction of CONSULTANT are CONSULTANT's agents and employees, or qualify as independent contractors as defined and required by applicable law, and said persons shall not be deemed agents, officers, partners, or joint venturers of CITY or employees of CITY by virtue of this Agreement. CONSULTANT will defend, indemnify, and hold CITY harmless from any claims, demands, liabilities, costs, and expenses arising from CONSULTANT's misclassification of workers providing services under this Agreement.

9. **Conflict of Interest.** If, in performing the services set forth in this Agreement, CONSULTANT makes, or participates in, a "governmental decision" as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for CITY that would otherwise be performed by a CITY employee holding a position specified in CITY's Conflict of Interest Code, CONSULTANT shall be subject to CITY's Conflict of Interest Code, the requirements of which include the filing of one (1) or more statements of economic interest disclosing the relevant financial interests of CONSULTANT's personnel providing the services set forth in this Agreement. If subject to CITY's Conflict of Interest Code, CONSULTANT shall notify CITY's City Clerk at city.clerk@mountainview.gov, 650-903-6304, or City Hall, 500 Castro Street, Third Floor, in order to enable electronic filing of the FPPC Statement of Economic Interest (Form 700).

10. **Ownership of Data and Documents.** CONSULTANT agrees all records, specifications, data, maps, designs, graphics, writings, recordings, and other tangible materials regardless of form or format, including, without limitation, electronically transmitted documents and ACAD files, and other collateral materials collected, compiled, drafted, prepared, produced, and/or generated in the performance of this Agreement shall be the property of CITY. CONSULTANT shall regularly provide such documents to CITY upon CITY's request. In the event this Agreement is terminated prior to completion of the scope of work, CONSULTANT shall provide all such data and documents to CITY forthwith.

11. **Business License.** Prior to the execution of this Agreement, CONSULTANT shall comply with Article I of Chapter 18 of the Mountain View City Code. More information is available online at www.mountainview.gov/our-city/departments/finance-and-administrative-services/billing/business-licenses or at City Hall, 500 Castro Street, Second Floor, Finance and Administrative Services Department Lobby.

12. Insurance.

a. Commercial General Liability Insurance. CONSULTANT shall obtain and maintain Commercial General Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. CONSULTANT's insurance coverage shall be written on an occurrence basis.

b. Automobile Liability Insurance. CONSULTANT shall obtain and maintain Automobile Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence.

******WORKERS' COMPENSATION INSURANCE: IF THE CONTRACTING PARTY IS:**

--A COMPANY WITH EMPLOYEES, USE OPTION NO. 1.

--AN INDIVIDUAL OR INDIVIDUALS WITH NO EMPLOYEES, USE OPTION NO. 2.

>>(OPTION NO. 1)

d. Workers' Compensation Insurance. CONSULTANT shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per accident. >>(END OF OPTION NO. 1)

>>(OPTION NO. 2)

d. Workers' Compensation Insurance. CONSULTANT is an individual or a company that has entered, or will be entering, into an agreement with CITY to provide goods or services.

CONSULTANT is familiar with the Workers' Compensation laws of California (generally contained in Section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry Workers' Compensation insurance, and CONSULTANT maintains CONSULTANT is exempted under the law from the requirement to maintain Workers' Compensation insurance coverage.

In addition, during the term of any work for CITY under said Agreement: (1) CONSULTANT will not employ any person in any manner so as to become subject to the Workers' Compensation laws of California; or (2) should CONSULTANT become subject to the Workers' Compensation provisions of Section 3700 of the Labor Code for any reason, CONSULTANT shall forthwith comply with those provisions and send evidence of financial compliance to CITY. >>(END OF OPTION NO. 2)

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current *A.M. Best's Rating* of A:VII unless otherwise acceptable to CITY.

f. Verification of Coverage. Insurance, deductibles, or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with endorsements shall be received and approved by CITY before work commences, and insurance must be in effect for the duration of the Agreement. The absence of insurance or a reduction of stated limits shall cause

all work on the project to cease. Any delays shall not increase costs to CITY or increase the duration of the project.

g. Other Insurance Provisions:

(1) If CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

(2) The City of Mountain View and CITY's officers, officials, employees, and volunteers are to be covered as an additional insured by an endorsement at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 if a later revision is used or other endorsement approved by CITY's Risk Manager for Commercial General and Automobile Liability coverages.

(3) For any claims related to CONSULTANT's services pursuant to this Agreement, CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to CITY and CITY's officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY and CITY's officers, officials, employees, and volunteers shall not contribute to it.

(4) CONSULTANT grants CITY a waiver of any rights to subrogation which any insurer of CONSULTANT may acquire against CITY by virtue of the payment of any loss under such insurance (ISO CG 24 04 for CGL) and an endorsement to the Workers' Compensation policy. This provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

(5) CONSULTANT shall provide thirty (30) days' notice to CITY in the event of cancellation or modification to the stipulated insurance coverage.

(6) In the event CONSULTANT employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of CONSULTANT to ensure that all subcontractors comply with the same insurance requirements as stated in this Agreement.

(7) Approval of the insurance by CITY or acceptance of the Certificate of Insurance by CITY shall not relieve or decrease the extent to which CONSULTANT may be held responsible for payment of damages resulting from CONSULTANT's services or operations pursuant to this Agreement, nor shall it be deemed a waiver of CITY's rights to insurance coverage hereunder.

(8) If, for any reason, CONSULTANT fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of Agreement. CITY, at CITY's sole option, may terminate this Agreement and obtain damages from

CONSULTANT resulting from said breach. Alternately, CITY may purchase such required insurance coverage, and without further notice to CONSULTANT, CITY may deduct from sums due to CONSULTANT any premium costs advanced by CITY for such insurance.

13. **Hold Harmless.** To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold CITY and CITY's officers, employees, agents, and volunteers, harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise from services or operations of CONSULTANT or CONSULTANT's contractors, subcontractors, agents, or employees under this Agreement. CITY shall cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel reasonably acceptable to the City Attorney.

14. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

15. **Nondiscrimination.** CONSULTANT shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.

16. **Amendment.** This Agreement may be amended in writing and signed by both Parties.

17. **Termination.** CITY may terminate this Agreement at any time by providing ten (10) days' advance written notice to CONSULTANT. Should CITY terminate pursuant to said notice, CITY shall pay CONSULTANT for CONSULTANT's services rendered to the date of termination based on percentage of completion of scope of basic services, including actual reimbursable expenses. In no event shall said fees exceed the maximum compensation established in this Agreement.

18. **Attachments or Exhibits.** Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If any attachments or exhibits to this Agreement are inconsistent with this Agreement, this Agreement shall control.

19. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

20. **Authority to Execute.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement.

21. **Waiver.** The failure of CITY to insist upon a strict performance of any of the terms, conditions, and covenants contained herein shall not be deemed a waiver of any rights or remedies that CITY may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants contained herein.

22. **Headings.** The headings in this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.

23. **Public Records.** The Parties recognize and acknowledge that CITY is subject to the California Public Records Act, California Government Code Section 7920.000 and following. Public records are subject to disclosure.

24. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

25. **Notices.** Any notice given under this Agreement shall be in writing and shall be given by delivering the same to such Party in person, by delivering the same to such Party by reputable overnight courier or express service, or by sending the same to such Party by registered or certified mail, return receipt requested, with postage prepaid. The address(es) of each Party for the giving of notices hereunder are, until changed as hereinafter provided, the following:

To CITY: Public Works Director
 City of Mountain View
 500 Castro Street
 P.O. Box 7540
 Mountain View, CA 94039-7540

To CONSULTANT: _____

With a copy to: _____ (optional)

Any notice will be deemed given on the date of delivery, on the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. A Party may change its notice address(es) at any time by giving written notice of such change to the other Party in the manner provided herein. Notice given by counsel shall be deemed given by the Party represented by such counsel.

26. **Compliance with Law.** CONSULTANT shall comply with all applicable laws and regulations of the Federal, State, and local government, including, but not limited to, “The Code of the City of Mountain View, California.” CONSULTANT specifically agrees to comply with any applicable laws, regulations, and/or guidelines relating to COVID-19, including, but not limited to, Centers for Disease Control and Prevention (CDC) guidelines, Santa Clara County Department of Public Health orders and/or guidelines, and CITY’s protocols for contractors related to COVID-19 which are located at www.mountainview.gov/our-city/departments/finance-and-administrative-services/purchasing and incorporated herein by this reference, as amended from time to time.

27. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the Parties agree that signatures on this Agreement shall be sufficient to bind the Parties.

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S A M P L E

IN WITNESS WHEREOF, this Agreement, dated _____ for identification, between the City of Mountain View and _____ for _____, is executed by CITY and CONSULTANT.

“CITY”:
CITY OF MOUNTAIN VIEW,
a California charter city and municipal
corporation

“CONSULTANT”:

By: _____
City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO CONTENT:

Date: _____

Public Works Director

Taxpayer I.D. Number

FINANCIAL APPROVAL:

Finance and Administrative
Services Director

APPROVED AS TO FORM:

City Attorney