



CITY OF CUPERTINO

REQUEST FOR PROPOSAL

FOR

MATH OLYMPIADS INSTRUCTION

RFP Issue Date:

March 21, 2025

Submittal Due Date:

April 18, 2025, by 5:00 p.m.

OFFICE OF THE DIRECTOR OF PARKS AND RECREATION
QUINLAN COMMUNITY CENTER • 10185 N. STELLING ROAD • CUPERTINO, CA 95014-3255
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REQUEST FOR PROPOSAL CITY OF CUPERTINO

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1. INVITATION

The City of Cupertino (City) invites proposal submittals from qualified Contractors to provide Math Olympiads instruction services. The City is seeking to secure a Contractor that has the required experience, qualifications, expertise, and resources to perform the services identified in this Request for Proposal (RFP).

Since 2021, the City has been offering Math Olympiads, Math Olympiads Honors, Math Olympiad Accelerated, Math Themed Events, Information Nights, Trial Math Classes, Optional Participant Events and Parent-Child Math Olympiad Classes as well as Chess classes and events at the Creekside Park Building. These classes provide Cupertino residents and students at the Cupertino Union School District a highly impactful learning environment utilizing a student-centered teaching style. Former students and current high school students volunteer as teaching assistants to help with grading and providing specialized instruction, while advancing their own math and leadership skills. These courses are run concurrently throughout the school year. Information on current classes can be found in the City's [Recreation Schedule](#).

The City seeks proposals from qualified contractors to offer Math Olympiads instruction through a five-year contract commencing on September 1, 2025 and ending on August 31, 2030.

2. SCOPE OF WORK

The scope of work is to provide Math Olympiads instruction at the Creekside Park Building. The scope of work is detailed in Attachment A.

Subcontractors that will support the Contractor and may be included as a part of the instruction team should be identified. The City is committed to securing high quality services that will result in a successful Math Olympiads program. Subcontractor staff and experience shall be included in the response to this RFP.

3. TENTATIVE TIMELINE

The tentative RFP timeline is provided for the convenience of prospective proposers and is subject to change. Any such change will be stated in an addendum to this RFP. The tentative RFP timeline is as follows:

Task	Date
Issuance of Request for Proposal	March 21, 2025
Deadline for Contractor Questions	April 9, 2025, by 12:00 p.m. PST
City Response to Questions Deadline	April 14, 2025, by 12:00 p.m. PST
Deadline to Submit Proposal	April 18, 2025, by 5:00 p.m. PST
Contract Award	June 2025

4. SUBMITTAL REQUIREMENTS

The Proposal submittal is not to exceed 15 pages. The City prefers a quality submission over quantity and succinct, responsive proposals are requested.

Contractor proposal submissions are to provide the following information:

- A. organization structure,
- B. background and general qualifications,
- C. subcontractors, and
- D. experience providing Math Olympiad classes similar to the programs described in this RFP

Proposal shall be organized by tabs/dividers in the order of the sections as outlined below to facilitate review, with subcontractor work identified within each task item:

- A. Cover Letter - The cover letter of interest shall include an overview of the contractor's qualifications and the name, address, and telephone number of the principal person the City shall contact regarding the proposal. Additionally, include the signature(s) of the company officer(s) empowered to bind the contractor, with the title of each, and acknowledgment of the receipt of any addenda, by number, if issued for this Request for Proposals.
- B. Instruction Team Qualifications and Experience – Identify the principal instructor(s) and key staff involved in delivering the services outlined in this RFP. Identify the role of each and describe each staff's experience, qualifications, and proposed role. Include any subcontractors or others that would support this program. Include relevant information related to instruction experience; dates and duties/responsibilities.
- C. Contractor Qualification and Experience - Provide (2) contract references that are active and/or completed that represent the contractor's qualifications, expertise, and technical capabilities to fulfill all services specified and required to successfully accomplish the program work. Information regarding the teaching location, description of services performed, key staff, and final contract cost is required. Include a single client contact for each contract reference listed.
- D. Proposed Work Plan & Approach - Present a well-developed approach to the Scope of Work. Describe the proposed approach for addressing the required and proposed services and the contractor's ability to meet the City's seasonal schedule, outlining the approach that would be undertaken in providing the requested services, including procedures, methodologies, measures of effectiveness, and team organization. Specifically address the potential to offer volunteer opportunities to former students, current high school students or other qualified individuals to support the program. Additionally, identify approaches to resolve potential critical issues and other elements of concern.

- E. Class and Activity Details - Provide information on classes to support this Scope of Work and any potential optional classes or services. The specific details shall be submitted using Attachment B and indicate the season(s) proposing to teach, the name and a brief description of the class, the estimated amount of class meetings, minimum and maximum enrollment, and minimum and maximum age.
- F. Fee Proposal - A fee proposal shall be submitted in accordance with Section 8 as a separate document within the City's Bid Opportunity website. The fee proposal shall include the estimated amount of class meetings in alignment with the Class and Activity Details in Attachment B and include a proposed activity fee per class meeting, per the Schedule of Fees contained in Attachment C. Line items shall be broken out by subtask, when appropriate.
- G. Contract Acceptance - The Contractor must specifically agree, in writing, to accept the Recreation Services agreement, including specifically the City's Indemnification requirements and insurance coverage requirements, without modification, in the submitted proposal. If a Contractor has proposed changes to the Agreement, these must be submitted along with an explanation of the request as part of their response to this Request for Proposal. The City reserves the sole right to accept, reject or modify any proposed changes to the Agreement. Those documents are included as Attachments to this Request for Proposal (RFP).

5. CLARIFICATIONS AND QUESTIONS

Questions and requests for clarification and/or additional information shall be directed in writing via email to Sonya Lee, at SonyaL@cupertino.gov by April 9, 2025, 12:00 p.m. PST. Include "RFP for Math Olympiad Instruction" in the subject line.

All responses to questions and/or clarifications will be provided by addenda and posted on the City's Business Opportunities webpage. To ensure prompt receipt of any additional information, potential proposers are requested to sign up for the "Notification List" for this RFP.

6. SUBMITTAL PROCESS

Interested contractors must submit an electronic PDF format copy of their proposal on the City's Business Opportunities webpage at:

<https://apps.cupertino.org/bidmanagement/index.aspx>

Contractors will need to create an account to download RFP documents as well as to upload Proposals. To submit a Proposal, open the RFP posting and select the Electronic Submission tab.

Proposal shall be submitted no later than 5:00 p.m. PST on April 18, 2025, and are to be addressed to Sonya Lee, Recreation Manager.

It is recommended that contractors familiarize themselves with the web application prior to the due date. Make sure to follow all submittal instructions and include all required documents.

Submitting documents electronically can take more time than anticipated so please allow enough time to finalize your submission by the stated deadline. Proposal submittals in process but not completely uploaded by the deadline will automatically be rejected by the system. It will not allow submissions once the deadline closes. Hard copies in any form will not be accepted. No faxed submittals will be accepted. Electronic submittals are the only form of submittal that will be accepted.

The Contractor is responsible for all costs associated with the Proposal submission.

7. EVALUATION PROCESS

Proposals will be evaluated by the City evaluation committee. Points will be assigned based on the proposer's qualifications, ability, approach, effectiveness, and efficiency in supporting each item being rated with consideration for the selection criteria identified in Section 4.

Criteria		Submittal Sections	Possible Points
1	Instructor Team, Qualifications and Experience	A, B, C	30
2.	Demonstration of Successful Instruction Experience with Similar Contracts	C	30
3	Proposed Work Plan and Approach	D, E	30
4.	Cost to participants	F	10
	Total Possible Points		100

After the City's evaluation committee reviews all submitted written proposals, the top ranked Contractors may be invited to deliver a presentation and participate in an interview. The details of the interview will be provided in a letter provided to the Contractors invited. However, a final determination of the highest ranked proposer and recommendation to proceed with contract negotiations may occur without an interview selection process.

If an interview is conducted, it will occur after the proposals have been evaluated.

The evaluation committee will again rank the interviewed contractors, and the highest ranked proposer will be identified, based on the best overall ranking among the committee members. Contract negotiations will then begin with the highest ranked proposer. If negotiations with the highest ranked contractor are not successful, in consideration of either the scope or cost, the second ranked team will be invited to negotiate, and so on.

8. FEE PROPOSAL

A fee proposal, including proposed registration fees and charges for classes, camps and services

will be submitted using Attachment C “Schedule of Fees.” This fee proposal shall be uploaded to the Bid Opportunity website as a separate attachment and not included with the response information requested in this RFP.

Line items shall be broken out by subtask, as indicated in the Schedule of Fees. Proposers must provide a price for each item in the Schedule of Fees, even optional tasks. If optional tasks are proposed, those shall be identified individually. Approval of the individual optional tasks is at the City’s discretion.

The fee proposal will be further analyzed and negotiated with the highest-ranked proposer in alignment with the final scope of work prior to the issuance of a contract for the services identified in this RFP.

9. SELECTION CRITERIA

Highly qualified Contractors will demonstrate the following evaluative criteria listed below, not necessarily in order of importance, which aligns with the broad evaluation criteria identified in Section 8:

- Prior experience performing similar types and magnitude of work.
- Success and range of experience in previous programs, especially programs of similar scope, including quality of work and related criteria.
- Qualifications and experience of key staff persons proposed to perform the work.
- Established structure and program for delivering assignments and ability to adhere to schedules and budgets.
- Percentage of total annual revenue which includes, but is not limited to, all fees for all services including camps, classes, and private lessons.
- Ability to adapt to changes and factors throughout the process that may affect the program outcome.
- Ability to provide a range of services that meet the project needs.
- Ability to meet the City’s schedule for all program activities identified in the Recreation Guide.
- Ability to meet Contractor Expectations in the Cupertino Contract Instructor Manual.

10. SELECTION PROCESS

The City’s Purchasing Officer will recommend to the awarding authority the highest ranked proposer who successfully negotiated scope and project cost with the City. The awarding authority’s acceptance of the contract will be evidenced by a Notice of Award delivered to the selected contractor.

11. DISCLAIMERS AND RESERVED RIGHTS

This Request for Proposal does not commit the City to award a contract or to pay any costs

incurred in the preparation of a proposal or participation in response to this RFP.

The City reserves the right to accept or reject any or all proposals received, waive any irregularities, negotiate with qualified proposers, select contractors which, in its opinion, best serve the City's interests or cancel the Request. The City reserves the right to reject any proposal that is determined to contain false, misleading, or materially incomplete information.

The City reserves the right to require any proposer to submit additional clarifying data or other information the City deems necessary to substantiate the costs presented by the proposer. The City may also require proposer to revise one or more elements of its proposal in accordance with contract negotiations.

12. CONTRACT REQUIREMENTS

Within ten calendar days of the date the selected Contractor is notified of award by the City it shall execute a standard City of Cupertino Recreation Services agreement. The Agreement will define basic contractual relationships with attachments that specify the Scope of Services, fee schedule, and any additional requirements of the contract.

A sample City Recreation Services agreement is attached to this RFP as Attachment D. Note that the indemnity and insurance requirements that are included as Attachment E are identified in the agreements and must be accepted without modification.

Business License Requirements: The consultant and their subconsultants must hold or obtain business licenses in the City of Cupertino for any work within City limits. If work for the City of Cupertino is the only business within the City of Cupertino that the firm undertakes, no business license is required per City of Cupertino municipal code.

A completed Internal Revenue Service Form W-9 may also be required to establish the vendor in the City's Financial System.

Failure of the selected Contractor to make a timely submission may result in a rescission of acceptance of the proposal by the City and an award of the contract to another proposer.

SCOPE OF WORK

The Contractor will provide Math Olympiad instruction services to the Cupertino Parks and Recreation Department (CPRD) including, but not limited to, the following:

1. Programs – Class and camp instruction for all groups as approved by the CPRD in accordance with the Cupertino Contract Instructor Manual. All instruction shall be provided at a quality consistent with the standards found at other Math Olympiads instruction classes which are open to the public.
 - A. Math Olympiads
 - Contractor provides year-round instruction to Elementary and Middle school students, teaching complex ideas and thought processes needed to succeed in contest math.
 - B. Math Olympiads Honors
 - Contractor provides year-round instruction to Elementary school students with an advanced level of math knowledge, teaching complex ideas and thought processes needed to succeed in contest math.
 - C. Math Olympiads Accelerated
 - Contractor provides year-round instruction to Middle school students with an advanced level of math knowledge, teaching complex ideas and thought processes needed to succeed in contest math.
 - D. Math Themed Events*
 - Contractor provides in-house math competitions designed to assess the learned knowledge of students in the program and grow their experience with math and math competitions.
 - E. Chess*
 - Contractor provides chess classes teaching the fundamentals as well as complex strategy and thought processes.
 - F. Chess Events*
 - Contractor provides chess-based events such as simultaneous exhibitions to assess fundamentals, strategy and thought processes.
 - G. Information Nights*
 - Contractor provides annual informational nights prior to the start of the school year to inform parents on details of the Math Olympiads program, which helps with informing and marketing the program for enrollment.

* Math Themed Events, Chess, Chess Events, and Information Nights are optional services and are not required.

Contractor provides all supplies needed to perform Math Olympiads instruction services at Creekside Park Building such as worksheets, class information, paper, pens, pencils, whiteboard erasers, scissors etc. For optional services, Contractor provides hand-outs, presentation materials and more niche materials including chess boards, chess pieces, prizes, etc. Essential functions of the facility will be provided by the CPRD, which includes lighting, electricity, running water, trash receptacles, tables, and chairs.

2. Location and Time of Contractor Services - Times, dates, and locations of a class, camp, activity, program, or service (“class”) will be approved by the CPRD. The CPRD, at its sole discretion, may change the agreed dates, times, and locations of a class, or may cancel a class.
3. Compensation - Contractor shall be compensated for services performed pursuant to this Agreement. For a class taught in person, 65% of the resident fee based on final class rosters, minus copier use fees listed in [City’s fee schedule](#). The CPRD does not collect material fees for programs. Material fees do not incur a percentage deduction. Courses that require a material fee are required to include an itemized list.

CPRD and Contractor may mutually agree for Contractor to teach a class online rather than in person, provided that CPRD and Contractor reach agreement for compensation for that online class. Compensation for that online class shall be specified in writing in a separate side agreement before online instruction for a class begins and shall not exceed the compensation percentage for in person classes.

Class Cancellation

Contractor will only receive compensation for a class that is performed. If performance of a class is cancelled by the City or Contractor before instruction begins, Contractor will not receive compensation for the class. If the CPRD or Contractor canceled performance of certain meetings of a class, Contractor will only receive compensation for those meetings of the class that are performed.

In the case Contractor unilaterally cancels performance of a class without CPRD approval, CPRD reserves the right to immediately and without notice cancel the remainder of classes offered and or performed by Contractor.

4. Registration, Enrollment, and Supervision – The Contractor shall follow all guidelines pertaining to registration procedures as listed in the quarterly recreation schedule and develop a schedule of recreational programs to provide. The CPRD shall provide the registration portal (Active Network) to enroll class/program participants and collect all registration fees from the enrollee. The Contractor will be provided with a login to access program rosters, attendance sheets, and parent contact information. Participants may not take part in the program unless they are listed on the class roster or can show proof of enrollment. All participants and volunteers need to complete the CPRD’s Waiver of Liability form prior to taking part in the program. If applicable, contractors who are responsible for supervising minors must remain with the class until a parent of legal guardian has arrived and all minors are released to them.

Eligible Participant Minimum and Maximums for Contractor Services

Minimum: 10

Maximum: 40

If less than the required minimum number of participants enroll in and pay for a particular class as identified in the schedule before the class is scheduled to start, the CPRD may cancel the particular class and/or terminate this Agreement without additional notice or payment to Contractor.

5. Advertising – The CPRD shall conduct advertising and registration for the Contractor’s scheduled programming through listing the courses in the Recreation Schedule. Quarterly recreation schedules

are available for fall, winter, spring, and summer sessions. The Contractor shall obtain prior CPRD approval if Contractor wishes to advertise its programming in addition to the City's advertising methods.

6. Facility Closure – The CPRD reserves the right to close the facility for maintenance, at any time. The CPRD will consider programming schedules and high traffic times of the facility when scheduling the closures.
7. Contractor Instructor Manual – The Contractor and its employees are expected to adhere to the following [City and departmental policies](#) while working with the CPRD. Failure to observe these guidelines may be grounds for early contract termination.
8. Optional Services – The Contractor may propose additional services instead of, or in addition to, the optional services identified in the Scope of Work. These additional services shall be included as additional line items in the submitted fee proposal. The CPRD reserves the sole right to accept, reject, or modify any proposed additional services.

CLASS AND ACTIVITY DETAILS

Item	Class Name & Description	Season(s) to Teach	# of Class Meetings	Proposed Enrollment Min/Max	Proposed Age Min/Max
1		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
2		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
3		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
4		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
5		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
6		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
7		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
8		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			

9		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
10		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
11		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
12		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
13		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
14		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
15		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
16		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
17		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
18		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring			

		<input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
19		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
20		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
21		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
22		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
23		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
24		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
25		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
26		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			
27		<input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer Classes <input type="checkbox"/> Summer Camps			

SCHEDULE OF FEES

Attachment C

List all proposed classes identified in Attachment B, indicating those that are optional, and provide the total annual number of proposed class meetings, the proposed fee per class and the total estimated annual cost.

The Cupertino Parks and Recreation Department (CPRD) will compensate class instructors as stated in Attachment A "Scope of Work," Section 3. Compensation. CPRD does not collect material fees for programs. Material fees do not incur a percentage deduction. If courses require a material fee, an itemized list will be required. Take into consideration the revenue split when proposing class fees.

Item	Class Name	# of Class Meetings	Proposed Activity Fee Per Class Meeting	Subtotal
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
Total				



RECREATION SERVICES AGREEMENT

1. **Parties.** This contract is made by and between the City of Cupertino, a municipal corporation ("City"), and {---Company Name---} ("Contractor"), a {---Business Type---} for {---Contract Title---} and is effective on the last date signed below (Effective Date").

2. **Services.** Contractor agrees to provide the Services included in the Scope of Work and in accordance with the Schedule of Performance attached in **Exhibit A**.

3. **Term.** This contract begins on the Effective Date and ends on {---Expiration Date---} ("Contract Time"), unless extended or terminated as provided herein. Time is of the essence and Contractor must have sufficient time, resources, and qualified staff to deliver the Services as required. Contractor must promptly notify City of any actual or potential delays to afford the Parties adequate opportunity to address or mitigate such delays. The City's appropriate department head or the City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City's purchasing policy.

4. **Compensation.** City will pay Contractor for satisfactory performance of the Services an amount that will be based upon actual costs but that will be capped so as not to exceed \${---Contract Amount---} ("Contract Price"), based upon the Scope of Services, budget, performance schedule, and rates included in **Exhibit A**. The maximum compensation includes all costs, expenses, and reimbursements and will remain in place even if Contractor's actual costs exceed the capped amount. Contractor must submit invoices and the information required in Exhibit A in order to receive payment. City will compensate Contractor within thirty (30) days after approval of written invoices.

Invoices are subject to review and audit by City during regular business hours upon 24 hours' notice. Contractor must maintain complete and accurate records of payrolls, expenditures, disbursements and other cost items charged to City or establishing the basis for an invoice, for a minimum of four (4) years from the date of the final payment.

5. **Independent Contractor.**

5.1 Contractor is an independent Contractor and not an employee, partner, or joint venture of City. Contractor is solely responsible for the means and methods of performing the Services and for the persons hired to work under this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's performance of the Services. Contractor is not entitled to City's health benefits, worker's compensation or any other benefit. Contractor must have the skills and qualifications to perform the Services in a competent and professional manner. Contractor will supply all tools, materials, and equipment required to perform the

Services under this Contract. Contractor is responsible for obtaining permits and licenses required by law and must obtain a City business license, if required by the Cupertino Municipal Code.

- 5.2 Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Contractor's business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Contractor.

Should any court, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS), the Internal Revenue Service or the State Employment Development Division, determine that Contractor, or any of its employees, agents, or subcontractors, is an employee for any purpose, then Contractor agrees to a reduction in amounts payable under this Agreement, or to promptly remit to City any payments due by the City as a result of such determination, so that the City's total expenses under this Agreement are not greater than they would have been had the determination not been made. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or PERS to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and actual attorney's fees incurred by City in connection with the above.

6. **Proprietary/Confidential Information.** To the extent Contractor may have access to private or confidential information owned or controlled by the City, Contractor agrees to treat it as confidential and use it solely to perform this Agreement. Contractor must exercise the same standard of care to protect City information as a reasonably prudent Contractor would use to protect its own proprietary data.

7. **Ownership of Materials.** To the extent Contractor prepares written material, drawings, or data in connection with this contract, City will have the property rights to those materials and all copyrights, if any, to such work product will, to the extent requested by City, constitute City property upon completion of the work to be performed hereunder or upon termination of this Agreement.

8. **Records.** Contractor must maintain complete, accurate, and detailed accounting records relating to its performance in accordance with generally accepted accounting principles and procedures. The records must include detailed information about Contractor's services, benchmarks,

deliverables, and costs/fees, and must be made reasonably available to City. The records and supporting documents must be kept separate from other files and maintained for four (4) years from the date of City's final payment.

9. Assignment. This Contract is not assignable. Contractor may not substitute another or transfer any rights or obligations under this Contract without prior written approval of City. Only those persons whose names are included in **Exhibit A** may perform the Services.

10. Publicity and Signs. Any publicity generated by Contractor related to this contract or the Services during the Contract Time and for one (1) year thereafter must reference City contributions. The words "City of Cupertino" shall be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles. No signs may be posted, exhibited, or displayed on or about City property, except signage required by law or under this Agreement, without prior written approval from City.

11. Indemnification. To the fullest extent allowed by law and except for losses caused by the sole and active negligence or willful misconduct of City personnel, Contractor agrees to indemnify, defend, and hold harmless the City, its City Council, boards and commissions, officers, officials, employees, agents, servants, volunteers, and contractors (collectively, "Indemnitees"), through legal counsel acceptable to City, from and against any liability for damages, claims, actions, causes of action, demands, charges, losses, costs, and expenses (including attorney fees, legal costs, and expenses related to litigation, arbitrations, administrative, and regulatory proceedings), of every nature, arising out of or in any way related to Contractor's or Contractor's agents performance of this contract or the Services. This includes but is not limited to Liability resulting in personal injury, death, property damage, or economic losses. Contractor must pay any costs City may incur in enforcing this provision and must accept a tender of defense upon receiving notice from City. Contractor's payments may be deducted or offset to cover any money the City lost due to a claim or counterclaim arising out of this Contract. This Section 11 shall survive termination of the Agreement.

12. Insurance. Contractor shall comply with the insurance requirements in **Exhibit B**. City will not execute the Agreement until it has received and approved satisfactory certificates of insurance and endorsements evidencing the type, amount, and dates of coverage. Alternatively, City in its sole discretion, may purchase insurance and deduct the costs from payments to Contractor, or terminate the Agreement.

13. Compliance with Laws and Other City Requirements.

Requirements for all Contracts. This contract is subject to local, state and federal laws and regulations prohibiting discrimination, including Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, and other laws that pertain to fair employment and anti-discrimination practices. Contractor agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.

Contractor must comply with labor laws pertaining to prevailing wages, working hours, overtime, payroll records, and other requirements imposed by the Department of Industrial Relations. If Contractor does not have employees, it must sign the Affidavit of No Employees, attached as **Exhibit C**. Contractor is responsible for verifying employment eligibility of employees pursuant to the Immigration Reform and Control Act of 1986. Contractor must comply with conflict of interest laws

and regulations applicable to this Agreement and avoid conflicts of interest. Contractor may be required to file a conflict of interest form for engaging in governmental decisions or serving in a staff capacity, and is hereby advised to review the requirements of California Political Reform Act and the California Code of Regulations. Services may only be performed by persons who are not employed by City and who do not have a contractual relationship with City other than this contract. Contractor agrees to abide by City policies and administrative rules prohibiting gifts to City officials and employees.

Additional Requirements for Services Provided to Minors. Contractor and its employees who provide services under this Agreement must comply with these additional requirements:

- A. Undergo fingerprints and a criminal background and verify all employees providing services under this contract have met this requirement.
- B. Complete a Tuberculosis screening test as required by law and as set forth in **Exhibit D**.
- C. Comply with the Mandatory Reporting under California Penal Code 11164-11174.3 and with the protocols, reporting, and training required under California Health and Safety Code Section 124235, AB 2007, and other laws pertaining to concussion evaluation, removal from play, and return to play protocols. (Refer to Center for Disease Control & Prevention, <https://www.cdc.gov/headsup/index.html>).
- D. Submit required forms and acknowledgments included in **Exhibit D**, and ensure its each participant is provided with a concussion information sheet, signs and returns the forms to the City as required by Health and Safety Code Section 124235.
Require coaches and administrators to successfully complete the concussion and head injury education at least once either online or in person, before supervising a participant. Contractor shall offer training, educational materials, or both to each Contractor administrator on a yearly basis. (Training resources are available at the Center for Disease Control & Prevention (link cited above).
- E. If providing instruction, Contractor must acknowledge and comply with all requirements set forth in the Parks & Recreation Services Instructor Manual.

{--rcl--Recreation Contract - Services for Children--rcl--}{--rcl--Recreation Contract - Services for Children - Does Not Involve Minors--rcl--}

14. Coordination of Services. The Parties designate the following persons as Services Coordinators with the responsibility to oversee the delivery of Services in accordance with the terms of this Agreement. Contractor’s designation and any substitution are subject to City approval.

For City:	For Contractor:
Name: {---City Project Manager Name---}	Name: {---Contractor POC---}
Position: {---City Project Manager Title---}	Position: {---Contractor POC Title---}
Contact: {---City Project Manager Email---}	Contact: {---Contractor POC Email---}

15. Abandonment. City may abandon or postpone the Activity or Program and will notify Contractor as soon as possible. Contractor will be paid for satisfactory Services rendered through the date of abandonment upon submission of final invoices approved by City.

16. **Termination.** City may terminate this contract for cause or without cause at any time and will notify Contractor as soon as possible. Contractor will be paid for satisfactory services rendered through the date of termination upon submission of final invoices approved by City.

17. **Governing Law, Venue, and Dispute Resolution.** This contract is governed by the laws of the State of California. Any legal actions or proceedings filed against City in connection with this contract must comply with the government claims filing requirements and must be filed with the Superior Court for the County of Santa Clara, State of California. At City's request, Contractor is required to continue to provide Services pending resolution of any dispute. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

18. **Attorney Fees.** If City is required to pursue litigation, arbitration or other administrative or regulatory proceeding to enforce its rights or the terms of this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs. This Section 18 survives this Agreement.

19. **Third Party Beneficiaries.** There are no third party beneficiaries under this Contract.

20. **Waiver.** Neither acceptance of Services nor payment thereof constitutes a waiver of any contract provision. City waiver of a breach shall not constitute waiver of another term, provision, covenant, or condition, or a subsequent breach, whether the same or a different character.

21. **Entire Agreement.** This Agreement and all referenced Exhibits are hereby attached and incorporated into the Agreement by this reference and represent the full and complete understanding as to those matters contained herein, and supersede any other contract or understanding, either oral or written, between the Parties. This Agreement may not be modified or amended except in writing signed by both Parties. If there is any inconsistency between any term, clause, or provision of the main contract and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main contract shall prevail and be controlling.

22. **Inserted Provisions.** Each provision or clause required by law or this contract is deemed to be included and will be inferred herein. Either party may request an amendment to cure any mistaken insertion or omission of a required provision.

23. **Headings.** The headings are for convenience only and are not a part of the contract or intended to affect, limit, or amplify the terms or provisions of this Agreement.

24. **Severability/Partial Invalidity.** If any contract term or provision, or their application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other contract terms and provisions and their application to specific situations will remain in full force and effect.

25. **Survival.** All provisions which by their nature must continue after the Agreement ends, including without limitation Indemnification, Insurance, Ownership of Materials, Records, Governing Law, and Attorney Fees, will survive the expiration or termination of this Agreement.

26. **Notices.** All notices and instruments pertaining to material provisions of this contract or significant disputes which are required by law or under this contract to be in writing must be sent to

the persons listed below. The notices will be deemed effective on the date of personal delivery or the date confirmed by a reputable overnight delivery service, on the fifth (5th) calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission.

To City of Cupertino: Office of the City Manager 10300 Torre Ave., Cupertino, CA 95014 Cc: Representative/Coordinator: {---City Project Manager Name---} Email: {---City Project Manager Email---}	To Contractor: {---Company Name---} {---Street1---}, {---Street2---} {---City---}, {---State/Province---} {---Postal Code- --} Cc: Representative/Coordinator: {---Contractor POC---} Email: {---Contractor POC Email---}
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27. Execution. The person executing this contract on behalf of Contractor represents and warrants that Contractor has full right, power, and authority to execute this contract and to carry out all actions and services required. This contract constitutes a legally binding obligation of Contractor, and may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this contract to be executed.

CONTRACTOR

By _____
Name _____
Title _____
Date _____
Tax I.D. No.: {---Tax ID---}

CITY OF CUPERTINO
A Municipal Corporation

By _____
Name _____
Title _____
Date _____

APPROVED AS TO FORM:

CHRISTOPHER D. JENSEN
Cupertino City Attorney

ATTEST:

KIRSTEN SQUARCIA
City Clerk

Date _____

EXHIBIT C
AFFIDAVIT OF NO EMPLOYEES

State of California
County of Santa Clara
City of Cupertino

I, the undersigned, declare as follows:

I am an independent contractor and the owner of {---Company Name---}.

I wish to enter into a services contract with the City of Cupertino. I am fully aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage for employees in accordance with the provisions of that Code. I am also aware that I must provide proof of workers' compensation insurance to the City of Cupertino for any and all employees I may have, pursuant to Section 12 of the City of Cupertino's contract.

I hereby certify that I do not have any employees nor will I have any employees working for me or my business during the term of any service contract with the City of Cupertino. I am not required to have Workers' Compensation insurance.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this ____ day of _____, 2025, at _____, California.

PRINT NAME

SIGNATURE

EXHIBIT D
Contractor's Mandated Reporter Declaration

The undersigned does hereby certify that:

1. I am a representative of {---Company Name---}; that I am familiar with the facts herein and am authorized and qualified to execute this declaration.
2. I declare that {---Company Name---} has complied with fingerprinting and criminal background investigation requirements with respect to all Contractor's employees who may have contact with minors in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in California Penal Code Section 11105.3.
3. I declare that each coach and administrator shall be required to successfully complete concussion and head injury education at least once, either online or in person, before supervising a participant, as required by California Health and Safety Code Section 124235, et seq.
4. On a yearly basis, all participants shall be required to sign and return a concussion and head injury information sheet in compliance with California Health and Safety Code Section 124235, which may be in the form attached as D-1.
5. That a complete and accurate list of Contractor's employees, who may come in contact with minors during the course and scope of the Agreement, are included below.
6. All of the below mentioned employees have tested negative for TB, or X-ray results for TB, and have current documentation on file with Contractor.
7. All of the below mentioned employees have received training and understand their responsibilities under the Mandated Reporter laws of this state and are willing and able to comply.

List of all Contractor Employees working for the City (if no Employees, identify "self"):

List of Employees or Self

8. The Contractor will notify the City of Cupertino in writing of any new employees and will be added to the above list prior to beginning work at the City of Cupertino.

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR

By_____

Name_____

Title_____

Date_____

Exhibit B
Insurance Requirements for Recreation Contracts

As required by the Agreement, Contractor shall procure prior to commencement of Services and maintain the following insurance for the duration of the Agreement against claims arising from or in connection with Contractor, its agents, representatives, employees or subcontractors Services under this Agreement.

Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, it must apply separately to this project/location (CG 25 03 or 25 04) or be twice the required occurrence limit.
 - a. It shall be a requirement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (i) the minimum coverage/limits specified in this agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.
 - b. Additional Insured coverage under Consultant's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO Form CG 20 01 (04/13).
 - c. The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Contract. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect City as a named insured.
2. **Automobile Liability:** ISO CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage; or proof of Contractor's personal auto insurance with limits required by state law. (Contractor shall not transport or use its personal vehicle to transport participants or perform work under this contract.)
3. **Workers' Compensation:** As required by the State of California, with Statutory and Employer's Liability Insurance limits of no less than \$1,000,000 per accident for bodily injury or disease; or contractor must sign affidavit of no employees.
4. **Sexual Abuse/Molestation:** Insurance or the equivalent as required for activities/services involving minors, (i.e., after school activities, recreational programs, athletics, study/training events and transportation of minors). Coverage may be included under General Liability or be obtained in a separate policy, such as Educators Legal Liability (ELL) policy, with a limit of no less than \$1,000,000 per occurrence. If a general aggregate limit applies, it must apply separately to this contract or be twice the required occurrence limit.

Insurance coverage required may be satisfied by a combination of Primary and Excess/Umbrella insurance.

OTHER INSURANCE PROVISIONS

The aforementioned insurance shall be endorsed and have all the following conditions and provisions:

Additional Insured Status

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers ("Additional Insureds") are to be covered as additional insureds on Consultant's CGL and automobile liability policies. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 (11/ 85) or both CG 20 10 and CG 20 37 forms, if later editions are used).

Primary Coverage

Coverage afforded to City/Additional Insureds shall be primary insurance. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute to it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.

Waiver of Subrogation

Consultant waives any right to subrogation against City/Additional Insureds for recovery of damages to the extent said losses are covered by the insurance policies required herein. Specifically, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Consultant, its employees, agents and subconsultants. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At City's option, either: the insurer must reduce or eliminate the deductible or self-insured retentions as respects the City/Additional Insureds; or Consultant must show proof of ability to pay losses and costs related investigations, claim administration and defense expenses. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the insured or the City.

Acceptability of Insurers

Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-VII or higher.

Verification of Coverage

Consultant must furnish acceptable insurance certificates and mandatory endorsements (or copies of the policies effecting the coverage required by this Contract), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements prior to commencement of the Contract. City retains the right to demand verification of compliance at any time during the Contract term.

Subconsultants

Consultant shall require and verify that all subconsultants maintain insurance that meet the requirements of this Contract, including naming the City as an additional insured on subconsultant's insurance policies.

Higher Insurance Limits

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to coverage for the higher insurance limits maintained by Consultant.

Adequacy of Coverage

City reserves the right to modify these insurance requirements/coverage based on the nature of the risk, prior experience, insurer or other special circumstances, with not less than ninety (90) days prior written notice.