



REQUEST FOR PROPOSALS:

Town of Los Gatos Operation of Farmers' Market

Submittals Due:

Wednesday, November 4, 2015

Deliver Submittals to:

Shelayne Hammack
Town of Los Gatos
Parks and Public Works Department
41 Miles Avenue
Los Gatos, CA 95030



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I. REQUEST FOR PROPOSALS

IMPLEMENTATION, OPERATION AND MANAGEMENT FARMERS' MARKETS.

The TOWN OF LOS GATOS (hereinafter "Town") requests proposals from qualified persons/organizations for the purpose of assuming implementation, management and operational responsibilities, for the Town's sole Farmers' Market, and will receive proposals at:

Town of Los Gatos
Parks and Public Works Department
ATTN: Shelayne Hammack
41 Miles Avenue
Los Gatos, CA, 95030

Proposals will be received up to the hour of 1:00 p.m. on Wednesday, November 4, 2015.

PRE-PROPOSAL MEETING. A non-mandatory pre-proposal meeting is scheduled for **10:00 a.m., October 28, 2015** at the Los Gatos Parks & Public Works Department located at 41 Miles Avenue in Los Gatos. A general question and answer session will be conducted.

SCOPE OF SERVICES. The Town has prepared an outline of services outlined in Section VI: SCOPE OF SERVICES, page 7 of this Request For Proposals ("RFP"), including: Work Description, Scope of Services and Evaluation Criteria.

REQUESTS FOR CLARIFICATION OF THE RFP. If any submitter has any question regarding the meaning of any part of this RFP, or finds discrepancies in or omissions from this RFP, the submitter shall submit via electronic mail a written request for an interpretation or clarification prior to the time for opening the proposals to the Town's Project Coordinator at shammack@losgatosca.gov. The deadline to submit questions is no later than Wednesday, October 28, 2015 by 5:00pm. All questions submitted will be posted at www.LosGatosCA.gov/FMRFP.

PROPOSALS. The instructions for the submittal of proposals are set forth throughout this RFP. Generally, each proposal shall be submitted with a cover letter and three exhibits, including: (A) Scope of Services, (B) Statement of Proposals, and (C) Terms of Service Agreement.

TOWN'S REVIEW OF PROPOSALS. All responsive proposals shall be reviewed and evaluated by the Town in order to determine which proposal best meets the Town's needs for this project. The criteria by which the Town shall evaluate proposals are set forth in this RFP. The Town reserves the right to reject any and all proposals or waive any irregularities in any proposals or the proposal process. The Town reserves the right to negotiate the terms of the Agreement for this project with one or more proposals.

AWARD OF AGREEMENT. The Town currently anticipates awarding an agreement for this Project by early 2016. No proposal or agreement for this project shall be binding upon the Town until the Agreement is signed by the Consultant and the Town.

II. INTRODUCTION

Downtown Los Gatos offers a wealth of high quality merchants and restaurants, ranging from independent boutiques to national brands, all providing a shopping and dining experience unique to Los Gatos and unmatched in the Bay Area. Residents and visitors alike have come to expect the exceptional goods and services offered here in a family friendly atmosphere. All of these components come together to create the healthy, vibrant Downtown that is cherished by this community.

III. DESCRIPTION OF OPPORTUNITY

Los Gatos hosts one Farmers' Market each week, and has purposefully chosen the location in the heart of Downtown. The Market is year round on Sundays from 8:00 a.m. to 1:00 p.m., and through this RFP opportunity seeks to provide the highest quality Farmers' Market to the community through its vendors, goods, and overall experience for shoppers. Current trends in regional Farmers' Markets have prompted the Town to initiate this RFP process to ensure that the services being provided in Los Gatos are reflective of this community's needs and expectations. The Town anticipates awarding a contract to a qualified operator capable of offering a strong lively Market that further strengthens the vibrancy of Downtown, and fosters the healthy, active, and engaged lifestyle that this community embraces. Components of such a market may include: expanded vendors including placement and organization; special events including marketing and promotional opportunities for local businesses and non-profits; community partnerships focusing on health, wellness and/or sustainability with associated activities and events; the Downtown location expanding to the possibility of street closures and/or other components.

Expanded Vendors - Staff is interested in exploring the possibility of increasing the number and variety of vendors at the Market which could attract more visitors to the Market.

Special Events - Staff would like to explore the option of not only combining special events with the Farmers' Market, but creating new special events that would drive business to Downtown retailers and potentially include local nonprofits.

Community Partnerships – Staff is interested in exploring community partnerships that focus on health, wellness and sustainability, including those elements in special events/promotions.

Downtown Location - Although the location of Montebello Way and Broadway is a convenient location around Town Plaza, staff is interested to know if organizations would prefer to host the Market in another Downtown location and if it could be successful at another site.

Street Closures - With constant summer beach traffic in Town, an expanded Farmers' Market could lend itself to street closures. Staff is interested in understanding which street closure(s) may be necessary to accommodate an expanded Farmers' Market.

IV. LOS GATOS OVERVIEW

Los Gatos is the type of community people want to live in and be associated with because they feel a sense of belonging. When residents drive south on Highway 17, cross over Route 85, and see the beautiful Town of Los Gatos nestled at the base of the Santa Cruz Mountains they know they are home. Los Gatos is an oasis of calm within one of the major economic engines in the world, Silicon Valley. People feel safe here. The Town provides excellent schools, beautiful parks, a wonderful downtown with diverse shopping, and an accessible and responsive government. The population of Los Gatos is 30,532, and the household count is 13,769. More detailed demographic information and an area map is provided in Section VII: Demographics and Location Map, page 9 of this RFP.

V. INSTRUCTIONS FOR PROPOSAL

TIME AND PLACE OF DELIVERY OF PROPOSALS. It is the Submitter's responsibility alone to ensure that the proposal is received by the Town's Authorized Representative at the time and place identified on page 1 of this RFP.

FORMAT OF ENVELOPE FOR PROPOSAL. The Submitter shall deliver the proposal in a sealed envelope clearly marked on the outside: "SEALED PROPOSAL FOR **FARMERS' MARKET** -- DO NOT OPEN WITH REGULAR MAIL."

FORMAT AND QUALITY OF PROPOSALS. All proposals shall be prepared in a clear and concise manner. Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the proposal should be on responding to the requirements set forth in this RFP.

SUBMITTER'S SIGNATURE. An authorized representative of the Submitter shall sign the proposal on a cover letter which: (1) identifies this project by name; (2) identifies the full legal name of the Submitter, along with name of contact person, address, phone number, fax number, and e-mail address; and (3) indicates Submitter's willingness to comply with the procedures identified in this RFP, including an incorporation by reference of the exhibits identified below.

CONTENTS OF PROPOSAL. The Submitter shall include in its proposal, at a minimum, the information outlined in a manner which demonstrates the submitter's competence and proposals for the satisfactory performance of the services identified in this RFP. The Submitter shall attach three separate exhibits to the cover letter proposal, including: (A) Scope of Services, (B) Statement of Proposals, and (C) Terms of Service Agreement.

A. Scope of Services. The Town has set forth in RFP, Section VI: Scope of Services (page 7), an outline of services which the Town anticipates the successful submitter to perform. The outline of services set forth in Section VI is presented for the primary purpose of allowing the Town to compare proposals. The precise scope of services to be incorporated into the Service Agreement may be the subject of negotiations between the Town and the successful submitter.

1. Based upon the Town's outline of services set forth in Section VI, the Submitter shall

prepare a complete description of the scope of services (to be labeled: Proposal Exhibit A) which the Submitter intends to perform in order to achieve the Project Objectives. The Submitter may identify services in Proposal Exhibit A which differ from the outline of services in Section VI if the Submitter believes the changes will assist the Town in more efficiently and effectively achieving the Town's stated Project Objectives.

2. The Submitter's scope of services shall include, at a minimum, a description of the major components of the proposed Farmers' Market and any associated services, a description of work product (or deliverables) to be provided by Submitter to the Town, and the expected time of completion for each component including expected timeline for implementation of the Market following an executed contract.

B. Statement of Proposals. The Submitter shall prepare a statement of Proposals (to be labeled: Proposal Exhibit B) which identifies:

1. An identification of the size, stability, and capacity of submitter's organization, including, at a minimum, an identification of Submitter's: (1) total number of years in operation, (2) number of farmers' market locations that are currently managed/operated by submitter (including the location of each market), (3) number of vendors in each market location which are intended to provide similar services described in Exhibit A, and (4) certifying agency and supporting documents to show that the Submitter is a "Certified Farmers' Market".
2. An identification of the Submitter's experience performing services for projects of a similar size, scope, and complexity as the services required by this RFP, including an identification of: (1) the number of years Submitter has been performing similar services; and (2) the most recent projects for which the Submitter has performed similar services. The list of recent projects shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed and the date of performance.

C. Terms of Proposed Service Agreement. The Submitter shall prepare a document identifying the terms of the proposed Service Agreement between the Town and Submitter (to be labeled: Proposal Exhibit C), including:

1. Specifically identify any portions of the Town's standard form Service Agreement (Appendix 1) that the Submitter desires to amend (either by addition, deletion, or modification).
2. Disclose any past, ongoing, or potential conflicts of interest, which the Consultant may have as a result of performing the work for this Project.
3. Identify Submitter's ability to comply with the Town's insurance requirements. A copy of an insurance certificate or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount

limits) may be favorably considered.

TOWN'S REVIEW OF PROPOSALS. After the proposals are received and opened by the Town, the Town shall review and evaluate all proposals for responsiveness to the Request for Proposals in order to determine whether the Submitter possesses the qualifications necessary for the satisfactory performance of the services required. The Town may also investigate qualifications of all Submitters to whom the award is contemplated, and the Town may request clarifications of proposals directly from one or more Submitter. In reviewing the proposals, the Town may consider the following:

1. The Proposals (including licenses, experience, references, and past performance) of the Submitter and its agents, vendors and distributors in designing, operating and managing projects of a similar type, size, and complexity. The Town may consider Submitter's timely and accurate implementation of similar projects.
2. The feasibility of the proposals based upon the methodology of the scope of services.
3. Submitter's understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this RFP.
4. Submitter's proposed language for the Services Agreement.

AWARD OF AGREEMENT. Upon completion of the review period, the Town shall notify those Submitters who will be considered for further evaluation. All Submitters so notified shall meet with the Town's designated Project Manager(s) to discuss the project.

1. If the Town determines, after further evaluation and negotiation, to award the Agreement, a Service Agreement shall be sent to the successful Submitter for the Submitter's signature. No proposal shall be binding upon the Town until after the Agreement is signed by duly authorized representatives of both Consultant and the Town.
2. The Town reserves the right to reject any or all proposals, and to waive any irregularity. The award of the Agreement, if made by the Town, will be based upon a total review and analysis of each proposal.

PROPOSALS ARE PUBLIC RECORDS. Each submitter is hereby informed that, upon delivery of its proposal to the Town in accordance with this RFP, the proposal is the property of the Town.

1. Unless otherwise compelled by a court order, the Town will not disclose any proposal while the Town conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the Town either awards an agreement to a successful submitter, or the Town rejects all proposals, the Town shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, *et seq.*), unless there is a legal exception to public disclosure.

2. If a Submitter believes that any portion of its proposal is subject to a legal exception to public disclosure, the Submitter shall: (1) clearly mark the relevant portions of its proposal “Confidential”; and (2) upon request from the Town, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the Submitter shall defend, indemnify, and hold harmless the Town regarding any claim by any third party for the public disclosure of the “Confidential” portion of the proposal.

VI. SCOPE OF SERVICES

WORK DESCRIPTION.

The Town of Los Gatos is seeking proposals from qualified persons/organizations for the purpose of assuming the implementation, management, and operational responsibilities for the Los Gatos Farmers’ Market. The successful submitter will be charged with satisfying the requirements outlined in this Scope of Services section, and will be evaluated based on the criteria outlined in the Evaluation of Proposals section.

SCOPE OF SERVICES.

The successful submitter shall be certified by an accredited Farmers’ Market authority, and able to operate a weekly Farmers’ Market on Sundays from 8:00 a.m. to 1:00 p.m. The successful submitter shall submit and coordinate with the Town on the following:

- Provide a detailed site plan showing vendor locations and how the market circulation will work. (Note, vendors may not use/block the sidewalks on either side of the street or access privately owned resources such as hose bibs on commercial buildings without explicit permission from the property owner.) Upon offering this layout, the Town will provide feedback and propose preferred alternatives if necessary. The location of Farmers’ Market is Montebello Way and Broadway streets in Los Gatos, CA 95030, as illustrated in Section VII, page 10.
- A proposed list of the dates and times of market events. Include any anticipated dates the market will not operate, such as holidays.
- The suggested maximum possible quantity and variety of certified farmer vendors for the market and proposed operation. A small percentage of other retail and food products (non-certified farmers’ market products) may be offered. Specify exactly what if any, non-certified farmers’ market products are desired to be offered and their percentage of the proposed market.
- Specific detail of support and services that will be required of the Town of Los Gatos.
- A list of subcontractors and/or partners, if any, and their specific roles with regard to the farmers market.
- A list of vendors the submitter will target and details of their business, i.e. products sold and where the products are produced. Please note that it is in the Town’s interest to support local vendors.

- A set or list of By-Laws and operational guidelines/rules for the proposed Farmers' Market that complies with current Town Code.
- Recruitment, screening, and retaining of Market Vendors based on the set or list of By-Laws and operational guidelines/rules.
- Community outreach and marketing of the Farmers' Market including, but not limited to, signage, advertising, and event ideas.
- Provide plans for restroom facilities for Farmers' Market customers. Restroom facilities must be provided by submitter.
- Providing adequate and appropriate staffing and management at the site. A Farmers' Market Manager shall be available on site during market operations and this individual shall be responsible for the conduct of the market in accordance with a contractual agreement developed between the Market Operator and the Town.
- Maintaining cleanliness of the market area.
- Satisfy the Town's Risk Management requirements regarding insurance and liability.
- Providing and displaying a Certificate of Insurance as specified by an agreement between the Market Operator and the Town of Los Gatos.
- Compliance with all requirements of the Santa Clara County Fire Department, on a continuing basis, with particular reference to emergency vehicle access fire lane between the vendor's booths.
- Compliance with all requirements of the Los Gatos Monte Sereno Police Department, on a continuing basis, with particular reference to the handling of proper barricades, traffic, parking, and resolution of private property disputes.
- A proposed fee schedule should Town staff time be required to address deficiencies in the Market Operator or associated vendors responsibilities outlined in this scope, including but not limited to excess residual trash, sidewalk or street cleaning, extended street closure beyond agreed upon time, etc.
- Proposed revenue stream to Town.
- Proposed contract length with option.

TOWN RESPONSIBILITIES.

Proposed Town responsibilities shall be identified by the submitter in their proposal. The level of proposed Town responsibilities shall be used as one component of the evaluation of the proposals received.

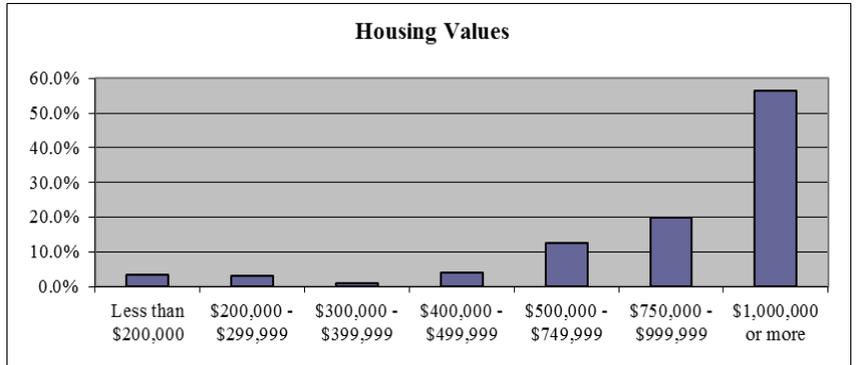
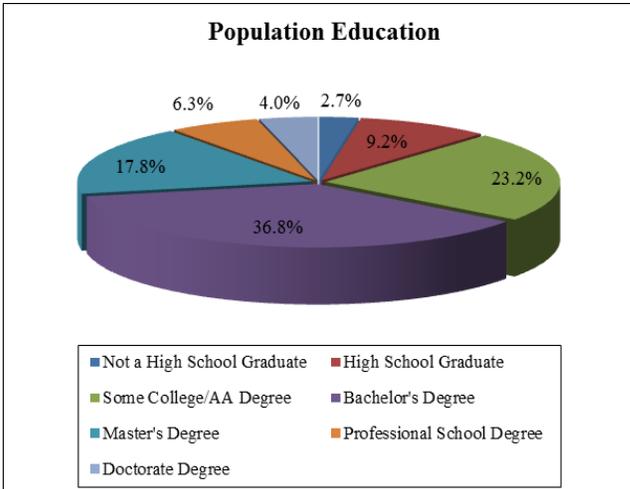
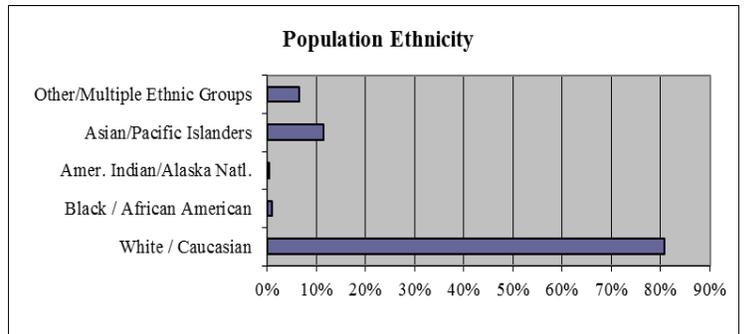
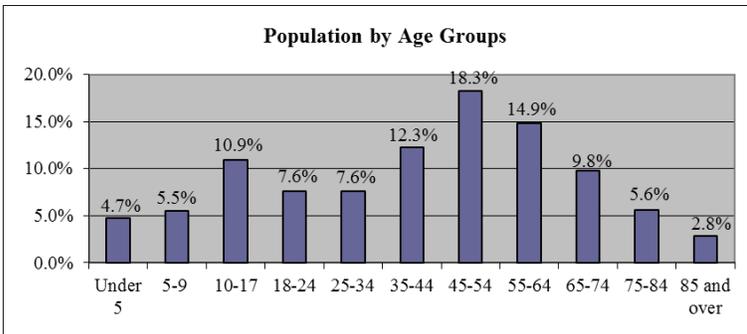
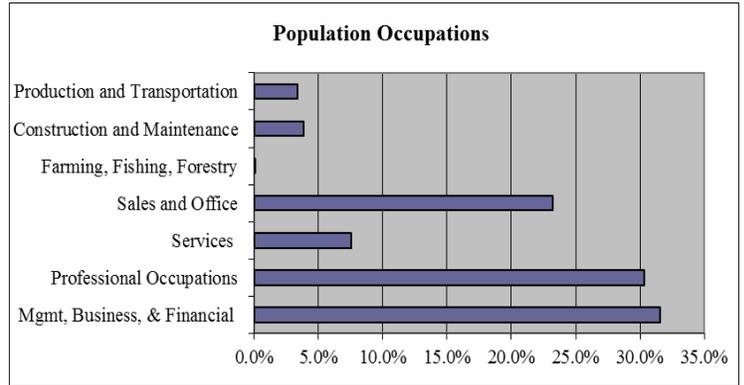
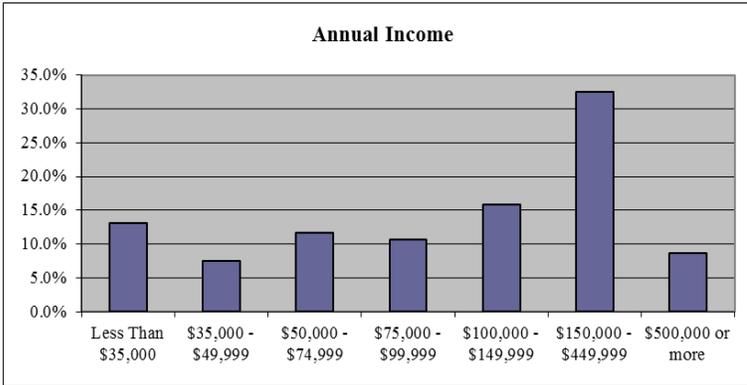
EVALUATION CRITERIA.

All proposals received shall be subject to evaluation by the Town of Los Gatos. This evaluation will be conducted in the manner appropriate, as may be deemed by the Town, for the selection of a person or organization's proposal for the purpose of entering into a service agreement to perform this project. The following facts, along with other items, will be considered:

1. The submitter's expertise and experience as related to the required work.

2. Involvement of the submitter in similar types of projects, including a list of references for each project managed over the previous five (5) years.
3. The submitter's comprehension of the project scope and quality of the Bidder's project approach.
4. Percentage of work allocation to subcontractors and/or partners.
5. Interview (if applicable).
6. Submitter's references.

VII. Demographics and Location Map



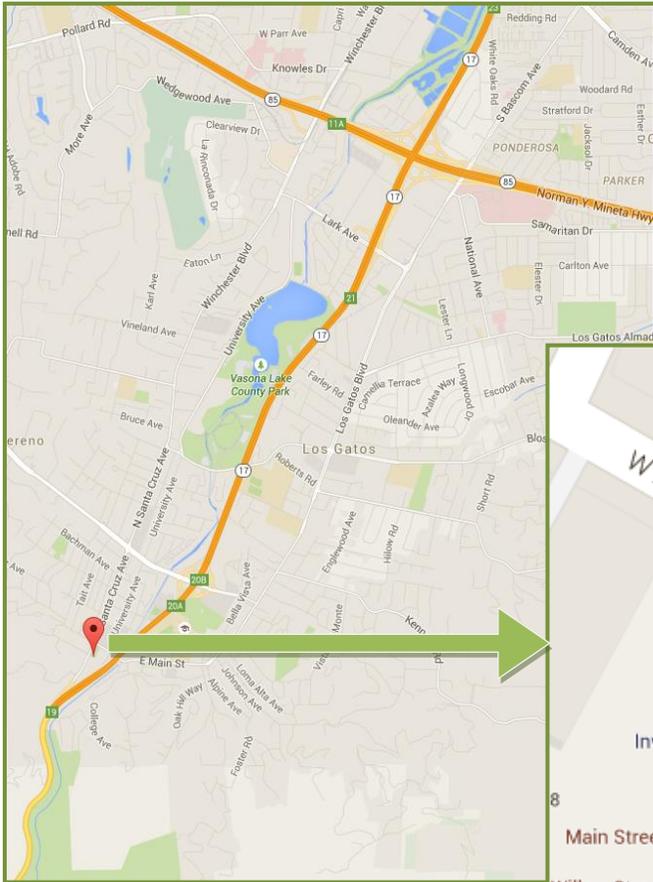
Housing Units	Units	Percentage
Owner Occupied	8,391	65.1%
Renter Occupied	5,378	34.9%
Total Housing Units	13,769	100%

*Note: Demographic figures obtained from State of California, Los Gatos Chamber of Commerce, and Nielsen

Map of Farmers' Market Location

Location of the Los Gatos Farmers' Market is on Montebello Way and Broadway Street, surrounding the Town's Plaza Park.

Marked on map below:



AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and XXX, (“Service Provider”), whose address is XXX. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Service Provider for the purpose of assuming implementation, management, and operational responsibilities for the Town’s sole Farmers’ Market.
- 1.2 The Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

II. AGREEMENT

- 2.1 Scope of Services. Service Provider shall provide services as described in the Proposal sent to the Town which are hereby incorporated by reference and attached as Exhibits A. Services shall include: a) operation of Downtown Farmers’ Market b) XXX.
- 2.2 Term and Time of Performance. The effective date of this Agreement shall be XXX. The term of the Agreement shall be for a period of XXX years, commencing XXX, and expiring at midnight XXX. The TOWN may at its sole discretion extend the term of this Agreement on a year-to-year basis depending upon the TOWN budget appropriations for these services. The terms and conditions of this Agreement, including compensation, shall be applicable during said extension unless the parties mutually agree upon any changes.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos. Submitter shall coordinate and obtain Town of Los Gatos business licenses for each vendor participating in the Farmers’ Market. The Town’s Business Tax License Application is attached as Appendix 2.
- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town’s property and shall be delivered to the Town upon the completion of services

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

- 2.6 Compensation. Compensation for operation of the Downtown Farmers' Market in an amount of \$XXX. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.8 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement.

Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.

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

III. INSURANCE AND INDEMNIFICATION

- 3.1 Minimum Scope of Insurance:
- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
 - iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all

certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

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

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

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

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

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

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

XXX
Street Address
City, State Zip Code

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

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 Entire Agreement. This Agreement, including all Appendix, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

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

Town of Los Gatos by:

Service Provider, by:

Laurel Prevetti, Town Manager

Recommended by:

Matt Morley
Director of Parks and Public Works

Title

Approved as to Form:

Robert Schultz, Town Attorney

TOWN OF LOS GATOS– REQUEST FOR PROPOSALS
Farmers' Market

TOWN OF LOS GATOS
Finance Department
Business License Tax Division
P.O. Box 697, Los Gatos, CA 95031
Phone: 408-354-6835 | Fax: 408-354-7593



APPLICATION
BUSINESS TAX AND LICENSING
Professional/Semi-Professional

Business #: _____
SIC Code: _____

NEW APPLICATION RENEWAL

INSTRUCTIONS:

- § All questions on this form must be answered or designated not applicable (N/A) where appropriate.
- § Additional information may be required pursuant to Los Gatos Town Code, Chapter 14.
- § In compliance with requirements of the State Controller's Office, a Business Tax Certificate (License) will not be issued without the following information.

PLEASE PRINT ALL INFORMATION:

1. **Business Name:** _____ **E-Mail:** _____

Business Address: _____
Number Street City State ZIP

Business Telephone #: _____ **Fax:** _____

Billing Address: _____
(If different) Number Street City State ZIP

Type of Business (Please be specific): _____

2. **Type of Ownership (Check one only):**
 Partnership Corporation Trust Sole Proprietorship

Owner(s) Name: _____

Owner(s) Telephone #: _____ **Owner(s) Cellphone #:** _____

Owner(s) Residence: _____
Number Street City State ZIP

3. **At least one of the following is required:**
 § Federal Employer ID #: _____
 § State Employer ID #: _____
 § Social Security #: _____

4. **Complete the following:**
 a. Fee (Please check the appropriate box)
 \$200.00* per professional plus \$15.00 per support staff member annually January 1 through December 31
 Prorate* – \$150.00 per professional plus \$11.25 per support staff member After April 1
 Prorate* – \$100.00 per professional plus \$7.50 per support staff member After July 1
 Prorate* – \$50.00 per professional plus \$3.75 per support staff member After October 1
 Plus \$1.00 SB 1186 State Mandated Fee PER BUSINESS (See notation on reverse side)
 Number of Professional: _____ Number of Support Staff: _____ Total Amount Due: \$ _____

CHRIOPRACTICE/MEDICAL OFFICES – PLEASE DECLARE THE NUMBER OF MASSAGE THERAPISTS: _____

- The license period is from January – December, renewable annually.
- It shall be unlawful for any person to transact and carry on any business, trade, profession, calling or occupation in the Town without first having procured a license from the Town. Sec.14.10.015
- If a business plans to establish within Town limits, the Planning Division of Community Development requires approval/compliance of zoning requirements for the pending business location.
- I understand that obtaining this business license will not authorize me to use the property or conduct the business in violation of any Local, State, or Federal law. I understand that it is my obligation to determine the legal restrictions involved before beginning or changing the business.

I DECLARE UNDER PENALTY OF PERJURY that the foregoing is true and correct and if called as witness I could competently testify to the facts contained herein. Executed this _____ day of _____ (Month), _____ (Year) in the Town of Los Gatos, County of Santa Clara, State of California.

SIGNATURE: _____ **TITLE:** _____

Rev. 03/13