



# RECYCLING & WASTE REDUCTION COMMISSION of Santa Clara County

## REQUEST FOR PROPOSALS (RFP) FOR CUSTOMER DATA SURVEY CONSULTANT

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The City of Morgan Hill (hereafter “City”) in its capacity as contracting agent on behalf of the Recycling and Waste Reduction Commission (RWRC) Technical Advisory Committee (TAC), is requesting proposals from qualified consultants with relevant subject matter expertise to:

Develop and implement an effective strategic plan to conduct three surveys that will successfully collect input from specified Santa Clara County residents to provide insight to the RWRC TAC on how to improve recycling and waste reduction outreach and services to those groups with an emphasis on SB 1383, food scrap recycling, and household hazardous waste management.

**RFP Issue Date:**

June 3, 2024

**Responses Due:**

Thursday, July 18, 2024 at 11:00 a.m.

**Non-Mandatory Pre-Proposal Zoom Meeting:**

Tuesday, June 25, 2024 at 9:30 a.m.

Please register at <https://bit.ly/RWRCSurveyRFP>



# RECYCLING & WASTE REDUCTION COMMISSION of Santa Clara County

## INVITATION

The City of Morgan Hill (“City”), in its capacity as contracting agent for the Santa Clara County Recycling and Waste Reduction Commission’s Technical Advisory Committee (RWRC TAC), is seeking qualified consultants to develop and implement an effective strategic plan for conducting three surveys to successfully collect input from specified Santa Clara County resident groups. The three surveys will provide insight to the RWRC TAC on how to improve recycling and waste reduction outreach and services to those groups, with an emphasis on SB 1383, food scrap recycling, and Household Hazardous Waste (HHW) management.

- Please notify Cynthia Iwanaga, via email at [cynthia.iwanaga@morganhill.ca.gov](mailto:cynthia.iwanaga@morganhill.ca.gov), of your intent to respond to this Request for Proposals (“RFP”), so that you receive updates and notifications regarding this RFP. Although courtesy updates and notifications will be provided, it remains the sole responsibility of potential consultants to check the City website at [www.morgan-hill.ca.gov](http://www.morgan-hill.ca.gov) or Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com) for updates and addenda related to this RFP.

## Submittal Instructions

- Proposals shall be enclosed in a sealed envelope and marked clearly with the following:

Customer Data Survey Consultant RFP  
Morgan Hill Public Services Dept.-Environmental Services  
Attn: Cynthia Iwanaga, Management Analyst

- All proposals must be received by the City of Morgan Hill no later than **11:00 a.m. on Thursday, July 18, 2024**
- Please mail, overnight deliver or hand deliver all copies of the Proposal to the following address:  
City of Morgan Hill  
Public Services Department-Environmental Services  
17575 Peak Avenue  
Morgan Hill, CA 95037-4128  
ATTN: Cynthia Iwanaga, Management Analyst
- Incomplete proposals or any proposals received after the deadline will not be considered. Late proposals will not be accepted.



## RECYCLING & WASTE REDUCTION COMMISSION of Santa Clara County

- Submit **two (2) bound hard copies** plus an **electronic PDF copy** of the entire submittal package on a USB flash drive.
- **Non-Mandatory Pre-Proposal Meeting:** There will be a non-mandatory virtual pre-proposal meeting held on **Tuesday, June 25, 2024 at 9:30 a.m.** All participants must register beforehand at the following link: <https://bit.ly/RWRCSurveyRFP>
- **Deadline to Submit Written Questions:** All questions regarding this RFP should be submitted in writing to Cynthia Iwanaga, Management Analyst, via email at [cynthia.iwanaga@morganhill.ca.gov](mailto:cynthia.iwanaga@morganhill.ca.gov) no later than **Wednesday, July 3, 2024 at 5:00 p.m.**
- The project manager for this contract will be Kathryn Pisano, Technical Advisory Committee (TAC) Administrator.
- **No Public Proposal Opening:** Submittals will not be opened publicly. Once the Evaluation Committee's review and scoring of all proposals has been completed, and a Notice of Intent has been issued, a tabulation of all proposals' scores will be available. Incomplete proposals will not be considered.

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# Request for Proposals

**To hire a consultant to develop and conduct three surveys that effectively solicit data from specified County residents on recycling and waste reduction behaviors**

## **I. INTRODUCTION**

### **A. Invitation**

The City of Morgan Hill (hereafter, City), in its capacity as contracting agent on behalf of the Santa Clara County Recycling and Waste Reduction Commission's Technical Advisory Committee (RWRC TAC) is requesting proposals from qualified consultants to develop a series of three surveys that effectively solicit relevant data from specified Santa Clara County residents on general recycling and waste reduction behaviors, engagement trends and demographics, with a focus on household hazardous waste (HHW) management, SB 1383, and food scrap recycling.

The anticipated annual amount is not to exceed \$80,000.

### **B. Background and Objectives**

The City of Morgan Hill serves as the Contracting Agent and Technical Advisory Committee (TAC) Administrator on behalf of the Santa Clara County Recycling and Waste Reduction Commission (RWRC). The RWRC's mission is to conserve, protect and preserve the environmental resources of our community through advocacy, education, and outreach programs; to reuse, reduce, recycle and intelligently dispose of waste materials; and to promote composting, pollution and waste prevention and sustainable living practices for all the people in Santa Clara County.

The purpose of this solicitation is to seek a qualified consultant to develop, oversee, and implement three Countywide surveys that effectively solicit insight from specified Santa Clara County residents on recycling and waste reduction behavior, engagement trends, and demographics, with a focus on HHW management, SB 1383 and food scrap recycling in order to improve outreach and services to those groups.

## **II. PROJECT SCOPE OF SERVICES**

**Initial Project Term:** July 1 2024 – June 30 2025.

**Estimated Budget:** Not to exceed \$80,000

The selected consultant will utilize competitive survey subject matter expertise to evaluate recycling and waste reduction survey outcome objectives (outlined below) to develop and implement an effective strategic plan for conducting three surveys. The

three surveys will be designed to successfully collect input from specified Santa Clara County resident groups to provide insight to the RWRC TAC on how to improve recycling and waste reduction outreach and services to those groups, with an emphasis on SB 1383, food scrap recycling, and Household Hazardous Waste (HHW) management. The strategic plan should implement, but is not limited to the following tasks\*:

\*The consultant may propose additional deliverables based on expert recommendations.

- Develop a survey plan to reach the target audiences specified below.
- Propose a project budget that includes staff hours and funding allocations by survey.
- Develop project goals that are Specific, Measurable, Attainable, Relevant, and Time bound (SMART project goals).
- Create a timeline that outlines when each of the three surveys will be conducted and describe the strategies behind the proposed timeline.
- Describe methodologies proposed to successfully reach each of the target audiences listed below, or methodologies to reach an alternative target audience proposed by the consultant.
- Incorporate innovative and proven survey methodologies that generate the highest number of respondents for each survey population, with an emphasis on residents that are hard to reach, such as non-English speakers.
- Demonstrate how respondents will be proportionally represented based on the US Census Bureau's most up to date demographic data for the county.
- Identify the number of respondents required for each of the three surveys to ensure a high standard degree of confidence. Propose a specific and feasible degree of confidence for each survey within the project budget.
- Provide translation services in Spanish and/or Vietnamese to complete the recommended surveys.
- Ensure diversity, equity, and inclusion are incorporated in the strategy to identify survey respondents and explain this methodology in the proposal.
- Describe the methodology, and/or approach to be utilized that will effectively monitor/record responses to surveys as they are conducted. Describe how the approach will allow the consultant to report on the progress of the project as needed.
- Incorporate an input process that efficiently utilizes TAC's Subcommittee and/or Ad Hoc Subcommittees to obtain input from TAC members and approval from the TAC Administrator on project deliverables that include but may not be limited to respondent lists, collateral pieces, and survey language.

## **#1: SURVEY ONE**

### **Recycling and Waste Reduction Data**

**Target Audience:** Santa Clara County households proportional to the demographic data found in the most up to date US Census Bureau data for the area. The consultant may counter propose modifications to this audience based on their subject matter expertise that makes the most efficient use of the project budget and/or to increase the standard degree of confidence in the survey results.

### **Survey Outcome Goals:**

- Identify the most effective outreach tools and/or communication channels to reach Santa Clara County residents on recycling and waste reduction messaging by age, language, gender, place of residence in the County, or other demographic.
- Identify barriers and motivators to engaging in the right recycling and waste reduction behaviors including reduction, reuse, recycling, and composting.
- Identify what the confusing components of recycling and waste reduction are, and potential solutions provided by respondents.
- Identify key countywide target audiences to focus on when creating and promoting recycling and waste reduction messaging.
- Identify key terms that are most universally understood among all residents within the county for targeted messaging.

## **#2: SURVEY TWO**

### **Household Hazardous Waste Management**

**Target Audience:** Santa Clara County households, with an emphasis on non-English speakers, and those who have not used the County’s HHW program. The consultant may propose an alternative target audience to make the most efficient use of the budget or based on subject matter expertise to achieve the highest degree of confidence in survey results.

### **Survey Outcome Goals:**

- Awareness of the Santa Clara County HHW Program.
- What do residents currently do with HHW?
- Is the County’s Household Hazardous Waste Program easily accessible? Why or why not?
- Barriers to participation.
- Motivators to participation.
- Awareness of available Household Hazardous Waste management/disposal options.
- Awareness of partner drop-off locations for products like batteries, light bulbs, and motor oil.
- Provide information about the available Household Hazardous Waste management/disposal options.
- What is the most effective communication tool for households to find out how to participate in the Program?

## **#3 SURVEY THREE**

### **SB 1383 Organics Collection at Multi-Family Dwelling Properties**

**Target Audience:** Santa Clara County multi-family dwelling households with an emphasis on the household member that is most likely to be responsible for sorting waste. The consultant may propose an alternative target audience based on subject matter expertise and/or to increase the standard degree of confidence in the survey results.

### **Survey Outcome Goals:**

- Level of education on proper food scrap recycling and end of life for food scraps.
- Current food scraps recycling practices.



- Barriers to participation in multi family dwelling organics collection.
- Motivators to proper food scraps recycling.
- Identify organics collection terminology that is most and least understood by households in the county.
- Most effective outreach tool(s) and communication channels for organics collection education in multi-family dwellings.

#### **#4 REPORTING**

- Analyze and evaluate survey data and develop a written report that provides a detailed report of the survey results, a summary of key findings, and recommendations/responses to requested survey outcomes listed for each of the three surveys.
- Provide an in-person presentation to the RWRC and TAC at the conclusion of the project that provides a verbal narrative of the written report.

#### **#5 MEETINGS**

The selected consultant will participate in the following meetings to provide updates and receive guidance and approval from the RWRC TAC/CSWS:

- A minimum of 6 virtual meetings with Public Education, Household Hazardous Waste, and/or SB 1383 Subcommittees to receive guidance, provide updates, and gain final approval on project deliverables.
- One in-person TAC meeting to present survey findings.
- One virtual Recycling and Waste Reduction Commission meeting to present findings.
- Biweekly virtual meetings with the TAC Administrator for project status updates.

The consultant may be asked to attend in-person meetings to meet Brown Act requirements if determined necessary by the TAC Administrator.

### **III. CONSULTANT AGREEMENT**

All services shall be provided in accordance with the City of Morgan Hill's Standard Consultant Agreement (**Exhibit A**). Prospective consultants shall become familiar with all the terms contained in the agreement and be willing to execute the agreement before submitting a proposal. Should a consultant take exception to either the scope of services or the terms of the agreement, those exceptions shall be clearly identified in the response to this RFP. Provide acknowledgement of the above by completing the Certification of Acceptance of Terms of Agreement (**Attachment B**) and submit as part of proposal package.

### **IV. INSURANCE REQUIREMENTS**

The selected firm will be required to provide the City of Morgan Hill with evidence of insurance coverage acceptable to the City's Risk Manager as included in the attached Standard Consulting Services Agreement (**Exhibit A**). Special attention shall be given to the Defense and Indemnification Requirements (Section 21 of the Agreement).

## **V. CITY PROJECT MANAGER**

The City of Morgan Hill's Project Manager will be Kathryn Pisano, RWRC TAC Administrator, who will coordinate and work with the selected consultant.

## **VI. NO PUBLIC PROPOSAL OPENING**

There will be no public opening for this RFP. Once the review and scoring of all proposals has been completed, a summary of all proposals' scores will be available. Incomplete proposals will not be considered.

## **VII. INCURRED COSTS**

The City is not liable for any costs incurred by a company responding to this Request for Proposals.

## **VIII. GENERAL CONDITIONS**

- A. The City of Morgan Hill reserves the right to request additional information from all prospective consultants as deemed necessary by the City in order to evaluate the qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original RFP submittal. The City reserves the right to negotiate with the selected consultant to amend services to meet the City's financial requirements.
- B. A prospective consultant may withdraw their proposal at any time prior to the deadline for acceptance of a proposal, but may not be withdrawn for a period of ninety (90) days after the submittal of proposals. A successful consultant shall not be relieved of the proposal submitted without the City's consent.
- C. Each prospective consultant submitting a proposal in response to this RFP agrees that the preparation of all materials for submittal to the City are at the prospective entity's sole cost and expense, and the City will not be responsible for any costs or expenses incurred by a prospective consultant. In addition, each prospective consultant agrees that all documentation and materials submitted will remain the property of the City and will become a public document.
- D. The submission of a proposal does not in any way commit the City to enter into an agreement with any prospective consultant.
- E. The City shall not enter into an agreement with any prospective consultant that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the City's Municipal Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
- F. A prospective consultant will not be allowed to provide services when the City determines a potential conflict of interest may exist.
- G. Any addenda issued prior to Due Date and Time shall constitute part of the Contract Documents. The City reserves the right to issue addenda prior to Due Date and Time. All addenda will be posted on the City website. Consultants are solely responsible for checking the City's website for updates, notices and addenda.
- H. All responses to this RFP will become public records after notice of intent to award under the California Public Records Act (Cal. Government Code section 7920.000 et seq.). All documents that you send to the City will be subject to disclosure if requested by a member of the public. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from

disclosure, the City of Morgan Hill may not be in a position to establish that the information that a consultant submits is a trade secret. If you believe that there are portion(s) of your proposal which are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Do not mark your entire proposal as “confidential.” If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, the City will provide consultants who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. The City will not be financially responsible for any legal or other costs incurred by consultants seeking to shield a portion of their proposal from public disclosure.

- I. The selected consultant will also be required to obtain a City of Morgan Hill Business License.

## **IX. SUBMITTAL REQUIREMENTS**

The Proposal shall not exceed thirty (30) double-sided, letter size pages (total of 60 pages maximum, excluding table of contents, cover letter, resumes for key personnel and **required RFP attachments\***) with minimum font size of 12 and will include at a minimum the following information:

### **A. LETTER**

Indicate your interest in providing the services outlined in this RFP and any unique qualifications that the selection committee should take into consideration. Include an executive summary, which should be a one- or two-page summary intended to provide an overview of the significant features and offerings of the proposal. Provide an overview of the experience and capabilities to address the overall scope presented in the RFP. Please acknowledge receipt of all addenda issued by the City of Morgan Hill by date and number (#) in your letter.

### **B. CONSULTANT EXPERIENCE/ INFORMATION OVERVIEW**

The consultant will include in their proposal a statement of relevant experience. The consultant should thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of subconsultant, if applicable in providing and/or supporting the proposed service.

In addition, consultants are required to provide the following information:

1. Consultant name, telephone number and mailing address.
2. Name, telephone number and email address of the primary point of contact during the RFP evaluation process who is authorized to negotiate on behalf of your consultant.
3. Statement of the consultant qualifications, including a list of recently performed relevant projects, past performance, and individual or team accomplishments.
4. Type of organization: individual, partnership, corporation, other (please specify).
5. Year organization established.
6. Provide a description of the consultant’s organization, including names of principals or Directors, number of employees, client base, areas of specialization and expertise

and any other information that will assist the evaluators in formulating an opinion about the stability and strength of the organization.

7. If consultant has multiple offices, please list these offices, and indicate which office will manage the work identified in the Scope of Services.
8. A statement and explanation of any instances where your consultant contract has been terminated in the past 5 years.
9. Acknowledgement of all RFP addenda and their dates.

### **C. RESPONSIBLE PERSONNEL**

List the Project Manager and Key Project Staff who will be involved in the delivery of services to the City. Indicate the following for each staff member: experience, background, academic training, professional licenses and/or certifications, and previous job assignments related to the work. Describe the capacity of the key personnel and their ability to perform the work in a timely manner relative to present workload. Include all anticipated subconsultants, listing their firm name, mailing address, telephone number, and their key staff members.

### **D. TEAM EXPERIENCE**

Provide examples of relevant experience working with at least three (3) public agencies located within California. Identify the specific role(s) each team member played, and unique resources that yielded added value or efficiency to the services provided. If team does not have relevant experience with three (3) public agencies, please include experience with non-public agency clients.

### **E. PROJECT MANAGEMENT**

Describe how the work will be planned, controlled, and quality assured. Include a project schedule with milestones and hours spent per task.

Provide a Completed Certification of Acceptance of Terms of Agreement (Attachment C). Include any exceptions to this RFP or to the Standard Consulting Services Agreement shown in Attachment A, as described above in Section III of this RFP.

### **F. REFERENCES**

Provide contact information for at least three (3) public agency references, preferably for similar work within the last five (5) years that the City may contact and inquire about your work. If your firm does not have references from (3) public agencies, please provide reference information from other non-public agency clients.

The minimum information to be provided for each client reference follows:

1. Name of contact person and title
2. Name of company or governmental entity
3. Address of contact person
4. Telephone number of contact person
5. E-Mail address of contact person
6. Description of services provided and dates when the services were provided.

## **G. METHODOLOGY AND APPROACH TO IMPLEMENTATION**

Please provide responses to questions #1 through #10 below:

1. Propose any recommended modifications to the proposed target audiences (as defined in the RFP's Project Scope of Services) that would enhance implementation and understanding of outcomes. If you do propose a modification, please provide comparisons to the TAC audience and your proposed audience in terms of costs, resources, and impacts for the questions below as they relate to specific audiences. (6 pts)
2. Describe the steps that you would go through with TAC administration, Subcommittees, and/or Ad Hoc Subcommittees to develop and get approval for a final survey plan. Additionally, describe how you would optimize the input process to implement the strategic plan within the timeline proposed and budget allocated for this project. (6 pts)
3. Propose the strategy(s) that you will use to leverage the combined work of all three surveys, while also assuring that individual survey needs are met within the proposed timeline. (6 pts)
4. Provide an example(s) of a previous survey project that utilized the same or similar strategies and methodologies being proposed for this project to demonstrate how they would successfully result in the maximum reach and respondent numbers, and ranges of confidence, utilizing similar budget constraints. (6 pts)
5. Provide examples of survey projects that resulted in identification of optimum terminology, communication channels, and effective strategies for survey respondents to receive information. (6 pts)
6. Describe your proposed strategy for identifying the optimum number of respondents for each survey requested, including ranges of confidence for each survey. (6 pts)
7. Discuss how you would recommend proportionality be implemented based on the census data in Santa Clara County, and the proposed survey audiences. (6 pts)
8. Explain what methodologies you will use to reach out to the proposed audiences in the correct proportions to represent Countywide audiences. (6 pts)
9. Describe successful strategies you have implemented to reach non-English speakers in previous survey projects. How could those strategies be implemented in SCC? (6 pts)
10. Explain your firm's practices in the integration of equity, diversity and inclusion in survey design and implementation. (6 pts)

**H. COST PROPOSAL AND HOURLY RATE SHEET**

Provide the completed Cost Proposal Form (Attachment D), and your standard rate sheet including subconsultant’s rates if any, by job classification and billing criteria for providing the services described in this RFP.

**\*REQUIRED RFP ATTACHMENTS:**

*THE REQUIRED RFP ATTACHMENTS ARE:*

**ATTACHMENT A:** *NON-COLLUSION DECLARATION*

**ATTACHMENT B:** *CERTIFICATION OF ACCEPTANCE OF TERMS OF AGREEMENT*

**ATTACHMENT C:** *COST PROPOSAL FORM*

**ATTACHMENT D:** *WAGE THEFT PREVENTION BID CERTIFICATION*

**X. SELECTION CRITERIA**

Proposals will be evaluated in according with the following selection criteria:

5 points	Adherence to the RFP
5 points	References
10 points	Qualifications & Experience
60 points	Methodology & Approach to Implementation
20 points	Cost Proposals
100 points	Total Points Possible

**A. ADHERENCE TO THE RFP: 5 POINTS MAXIMUM**

Provides all the essential information and/or more information than needed in order for raters to effectively evaluate the candidate. Presentation, completeness, clarity, organization, and conformance to the RFP content.

**B. REFERENCES: 5 POINTS MAXIMUM**

Provided at least three (3) public agency or non-public agency references in the last five years. Full points awarded if references are for work that was similar to the services requested in this RFP.

**C. QUALIFICATIONS & EXPERIENCE: 10 POINTS MAXIMUM**

The proposed project manager and team has the necessary experience to effectively survey Santa Clara County residents on recycling and waste reduction topics. Qualifications of assigned key personnel coincide with the tasks and Scope of Work outlined in the RFP, with an emphasis on conducting surveys, Household Hazardous Waste management, and SB 1383, food scrap recycling.

**D. METHODOLOGY AND APPROACH TO IMPLEMENTATION: 60 POINTS MAXIMUM**

Clearly stated methodology and understanding of the services requested in the Scope of Work as demonstrated by Proposer’s responses to the ten (10) questions in Section IX. Submittal Requirements, Section G. Methodology & Approach to Implementation. Each of the 10 questions is worth up to 6 points for a total of 60 points.

**E. COST PROPOSAL: 20 POINTS MAXIMUM**

The cost proposals will be reviewed to determine which proposal(s) offer the best overall value to the City. The City may remove proposals from consideration based on excessive and/or inappropriate cost structures

<b>Survey One:</b> Recycling and Waste Reduction Data	5 points
<b>Survey Two:</b> Household Hazardous Waste Management	5 points
<b>Survey Three:</b> SB 1383 Organics Collection at Multi-Family Dwelling Properties	5 points
<b>Reporting:</b> Analyze and evaluate survey data and develop written reports for each of the survey results	3 points
<b>Meetings:</b> 6 virtual meeting with TAC subcommittees, one in-person TAC meeting, one virtual RWRC meeting, and biweekly virtual meetings with TAC Administrator	2 points
<b>COST PROPOSAL TOTAL</b>	<b>20 points</b>

## **XI. ANTICIPATED RFP SCHEDULE.**

Below is the RFP schedule. **Please note that this schedule is subject to change.** Please notify Cynthia Iwanaga, via email at [cynthia.iwanaga@morganhill.ca.gov](mailto:cynthia.iwanaga@morganhill.ca.gov), of your intent to respond to this RFP so that you receive updates and notifications regarding this RFP. Although courtesy updates and notifications will be provided, it remains the sole responsibility of potential consultants to check the City of Morgan Hill website or [www.publicpurchase.com](http://www.publicpurchase.com) for updates and addenda related to this RFP.

<b>RFP Schedule</b>	<b>Target Date(s)</b>
RFP Issued	June 3, 2024
Non-Mandatory Pre-Proposal Meeting via Zoom Register at <a href="https://bit.ly/RWRCSurveyRFP">https://bit.ly/RWRCSurveyRFP</a>	June 25, 2024 @ 9:30 a.m.
Deadline to Submit Written Questions to <a href="mailto:cynthia.iwanaga@morganhill.ca.gov">cynthia.iwanaga@morganhill.ca.gov</a>	July 3, 2024 @ 5:00 p.m.
City to post Q & A addendum on City website if needed	July 10, 2024
<b>Due Date and Time for Proposals</b>	<b>Thursday, July 18<sup>th</sup> @ 11:00 a.m.</b>
Evaluation of RFP submittals	July 19 <sup>th</sup> – August 15 <sup>th</sup>
Interviews with Potential Consultants	Thursday, August 22 <sup>nd</sup>
Notification of Selected Consultant	September 3, 2024
Enter into contract with Santa Clara County RWRC TAC/City of Morgan Hill	September 23, 2024

## **XII. RFP QUESTIONS**

All questions regarding this RFP should be emailed, **no later than Wednesday, July 3, 2024 @ 5:00 p.m. to:**

Cynthia Iwanaga, Management Analyst  
Morgan Hill Public Services Department  
Email: [cynthia.iwanaga@morganhill.ca.gov](mailto:cynthia.iwanaga@morganhill.ca.gov)



### **XIII. NON-MANDATORY PRE-PROPOSAL MEETING VIA ZOOM**

A virtual non-mandatory meeting will be held on **Tuesday, June 25, 2024 at 9:30 a.m. via Zoom**. All participants must register beforehand at the following link:

<https://bit.ly/RWRCSurveyRFP>

### **XIV. SUBMITTAL PACKAGE INSTRUCTIONS**

Proposals shall be enclosed in a sealed envelope and marked clearly with the following:

Customer Data Survey Consultant RFP  
Morgan Hill Public Services Dept.-Environmental Services  
Attn: Cynthia Iwanaga, Management Analyst

All proposals must be received by the City of Morgan Hill no later than **11:00 a.m. on Thursday, July 18, 2024**

Please mail, overnight deliver or hand deliver all copies of the Proposal to the following address:

City of Morgan Hill  
Public Services Department-Environmental Services  
17575 Peak Avenue  
Morgan Hill, CA 95037-4128  
ATTN: Cynthia Iwanaga, Management Analyst

Submit **two (2) bound hard copies** plus **an electric PDF copy** of the entire submittal package on a USB flash drive.

Incomplete proposals or any proposals received after the deadline will not be considered. Late proposals will not be accepted.

### **XV. REJECTION OF PROPOSALS AND AWARD OF CONTRACT**

City reserves the right, acting in its sole discretion, to waive non-substantive proposal irregularities, the right to accept or reject any and all proposals, or to abandon the work entirely. The Contract will be awarded, if at all, within ninety (90) calendar days after reviewing proposals on the basis of the proposal most advantageous to the City.

**EXHIBIT A**  
**Standard Consultant Agreement**

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See attached sample of City of Morgan Hill Consultant Agreement

**CONSULTANT AGREEMENT  
SAMPLE ONLY**

**THIS AGREEMENT** is entered into and becomes effective on \_\_\_\_\_ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, in its capacity as contracting agent on behalf of the County of Santa Clara Recycling and Waste Reduction Commission Implementation Committee ("CITY"), and \_\_\_\_\_ a California Choose an item. ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority**. This Agreement is entered into pursuant to the authority of the City Manager pursuant to Chapter 3.04 of the Morgan Hill Municipal Code.

2. **Term of Agreement**. This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2025 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.

3. **Scope of Service**. The services to be performed by CONSULTANT shall be develop and implement three surveys to improve recycling and waste reduction outreach to specified Santa Clara County resident groups as further described in **Exhibit A**.

4. **Compensation**. CONSULTANT shall be compensated as follows:

4.1. **Amount**. \$ \_\_\_\_\_. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed \_\_\_\_\_ dollars and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council.

4.2. **Billing**. CONSULTANT shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

5. **Termination**. CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation

has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The City Manager of CITY is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

5.1. **Non-Appropriations.** Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for CITY for any reason whatsoever in any fiscal year, for payments due under this Agreement, CITY will immediately notify CONSULTANT of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CITY or are otherwise available for payments.

6. **Performance of Work.** CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY's City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If CONSULTANT desires to leave or store any of CONSULTANT's equipment at a CITY site while CONSULTANT is performing work or service pursuant to this Agreement, CONSULTANT will first obtain the consent of CITY's City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at CONSULTANT's sole risk.

7. **Insurance Requirements.** CONSULTANT shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of CONSULTANT, including its subcontractors, employees and agents, relating to or arising from the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by City. CONSULTANT further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to CONSULTANT, at any time as deemed necessary to protect the interests of the CITY.

7.1. **Insurance Types and Amounts.**

7.1.1. **Commercial General Liability (CGL).** CONSULTANT shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.2. **Automobile Liability.** CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage

providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.3. Workers' Compensation Insurance and Employer's Liability. CONSULTANT shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If CONSULTANT is self-insured, CONSULTANT shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

7.1.4. Pollution (Environmental) Liability. If the performance of CONSULTANT'S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, CONSULTANT shall procure and maintain Pollution Liability covering the CONSULTANT'S liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.5. Professional Liability.

7.1.5.1. If the performance of CONSULTANT's work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), CONSULTANT shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if CONSULTANT maintains a claims-made policy, CONSULTANT shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.

7.1.5.2. If the performance of CONSULTANT's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

- 7.1.6. **Sexual Abuse/Molestation Liability (SML)**: If the performance of CONSULTANT's work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) two hundred thousand dollars (\$200,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 7.2. **Endorsements**. CONSULTANT shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:
- 7.2.1. **General Liability and pollution liability (when pollution liability applies)**.
- 7.2.1.1. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds on a form at least as broad as ISO Form CG 20 10 for ongoing operations.
- 7.2.1.2. "Waiver of Rights of Subrogation" - The insurer waives the right of subrogation against the City of Morgan Hill and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and
- 7.2.1.3. "Primary and Non-Contributing" - Insurance shall be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01.
- 7.2.2. **Workers Compensation**.
- If the performance of CONSULTANT'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, CONSULTANT'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.
- 7.3. **Qualification of Insurers**. All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.
- 7.4. **Certificates**. CONSULTANT shall furnish CITY of Morgan Hill with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the CONSULTANT's agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 7. Certificates, including renewal certificates, may be mailed electronically to [riskmgmt@morganhill.ca.gov](mailto:riskmgmt@morganhill.ca.gov) or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

City of Morgan Hill  
Attn: Risk Management  
17575 Peak Avenue  
Morgan Hill, CA 95037

8. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Compliance with Law.**

9.1. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

9.2. Compliance with Wage and Hour Laws: Consultant, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against CONSULTANT and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CONSULTANT OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that CONSULTANT or an subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order,

and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

**City's Right to Withhold Payment:** Where CONSULTANT or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, the City reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

**Material Breach:** Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

**Notice to City Related to Wage Theft Prevention:** Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

10. **Independent Contractor.** CONSULTANT is an independent contractor and not an agent or employee of CITY.

11. **Confidentiality.** All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.

12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

13. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

Address of CITY is as follows:

Kathryn	Pisano,	with a copy to:
Environmental Services Mgrn		City Clerk
City of Morgan Hill		City of Morgan Hill
17575 Peak Avenue		17575 Peak Avenue
Morgan Hill, CA 95037		Morgan Hill, CA 95037



14. **Licenses, Permits and Fees.** CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.
15. **Consultant's Proposal.** If applicable, this Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
16. **Maintenance of Records.**
- 16.1. **Maintenance.** CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then CONSULTANT shall retain said records until such action is resolved.
- 16.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 16.3. **Ownership of Work Product.** Documents created by CONSULTANT for work performed exclusively for the Recycling and Waste Reduction Commission Implementation Committee shall be the property of the Recycling and Waste Reduction Commission Implementation Committee. CONSULTANT shall provide CITY, in its capacity as contracting agent for the Recycling and Waste Reduction Commission Implementation Committee, with copies of these items upon demand.
17. **Familiarity with Work.** By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
18. **Time of Essence.** Time is of the essence in the performance of this Agreement.
19. **No Assignment.** Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY'S option, shall terminate this Agreement effective as of the date of such attempted assignment.
20. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

21. **Defense and Indemnification.**

21.1. **Defense and Indemnification.** CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers (“INDEMNITEES”) from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors (“CLAIM”).

21.2. **Exceptions.** CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the CITY.

21.3. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMs alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.

21.4. **Right to Offset.** CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (21) and any amount due CITY from CONSULTANT arising from CONSULTANT's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

21.5. **Interpretation.** This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

22. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

23. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

24. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

25. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

26. **Binding Agreement.** Notwithstanding the provisions of Section 19 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

27.  **Data Sharing.** This Agreement requires access by CONSULTANT to CITY's Geographic Information System (GIS) DATA for CONSULTANT to perform the work. CITY agrees to provide the GIS DATA to CONSULTANT solely for the purpose of performance of contracted work with the CITY upon the terms and conditions specified in Exhibit D, incorporated herein by this reference.

28. **Electronic Signatures.** Unless otherwise prohibited by law or CITY policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the CITY.

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*[Signatures on Next Page]*

29. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

**IN WITNESS THEREOF**, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

\_\_\_\_\_  
City Clerk/Deputy City Clerk

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Michelle Bigelow  
Print Name

\_\_\_\_\_  
Christina J. Turner  
Print Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
By:

\_\_\_\_\_  
Donald A. Larkin  
Print Name

\_\_\_\_\_  
Print Name and Title of Signer.  
If Corporate: Chairman, President or  
Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
By:

\_\_\_\_\_  
Print Name and Title of Signer.  
If Corporate: Secretary, Assistant  
Secretary, Chief Financial Officer or  
Assistant Treasurer

Date: \_\_\_\_\_

**EXHIBIT A  
SCOPE OF SERVICES**

**EXHIBIT B**  
**SCHEDULE OF COMPENSATION RATES**

**EXHIBIT C**  
**SCHEDULE OF PERFORMANCE**

**ATTACHMENT A**  
**Non-Collusion Declaration**

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(To be executed by bidder and submitted with bid proposal)

State of California	)	ss.
	)	
County of _____	)	

The undersigned declares:

I am the \_\_\_\_\_ [title] of \_\_\_\_\_  
[business name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has no paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code Section 7106 and Title 23 U.S.C Section 112.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name [print]

**THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL**



## Attachment B

### Certification of Acceptance of Terms of Agreement

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*(To be executed by consultant and submitted with proposal)*

All consultants are expected to have read and understand the attached Standard Consulting Services Agreement. The consultant selected through the RFP process will be expected to execute a formal Agreement with the City of Morgan Hill for tasks related to the Scope of Work described in this RFP. Submission of a signed proposal will be interpreted to mean the consultant has agreed to all the terms and conditions set forth in the pages of this RFP and the standard provisions included in the attached Standard Consulting Services Agreement. Consultant must submit any and all exceptions to this RFP with its proposal, clearly identifying the exception, including the page number and section number, as appropriate. Consultant should note that the submittal of an exception does not obligate the City to revise the terms of this RFP or any resulting agreement. The City will not consider any exceptions that are not identified in the proposal.

I certify that I am a person authorized to enter into contracts and agreements for the consulting entity.

I certify that I have read the Standard Consulting Services Agreement provided with the RFP and our company is prepared to enter into an Agreement with the City of Morgan Hill within 10 days of receiving the Notice of Award.

This completed Certification shall be submitted by the consultant to the City as a part of its proposal.

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

s/ \_\_\_\_\_

---

Print Name and Title

**THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL**

## Attachment C Cost Proposal Form\*

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NAME OF CONSULTANT/PROPOSER: \_\_\_\_\_

### BASE COST PROPOSAL\*

Item	Deliverable	Total
Task 1	<b>Survey One:</b> Recycling and Waste Reduction Data	
Task 2	<b>Survey Two:</b> Household Hazardous Waste Management	
Task 3	<b>Survey Three:</b> SB 1383 Organics Collection at Multi-Family Dwelling Properties	
Task 4	<b>Reporting:</b> Analyze and evaluate survey data and develop written reports for each of the survey results	
Task 5	<b>Meetings:</b> 6 virtual meetings with TAC subcommittees, one in-person TAC meeting, one virtual RWRC meeting, and bi-weekly virtual meetings with TAC Administrator	
<b>GRAND TOTALS</b>		

*\*Base costs shall include travel, supplies, hourly rate and **all** other costs deemed necessary to perform the work.*

**Please attach your company's standard hourly rate sheet.**

**THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL**

## Attachment D Wage Theft Prevention Bid Certification

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*(To be executed by bidder and submitted with bid)*

All Bidders are expected to have read and understand the “Wage Theft Prevention Policy” adopted on July 26, 2017. which can be found at <http://www.morgan-hill.ca.gov/1061/Council-Policy-by-Number>

The undersigned Bidder hereby certifies that Bidder and its principals have  , have not  , been found by a final court judgment or final administrative action of an investigatory agency to have violated federal, State, or local wage and hour laws within the past five years from the date of the submitted bid or proposal. For each disclosed violation, the Bidder shall provide a copy of (i) the court order and judgment and/or final administrative decision; and (ii) documents demonstrating either that the order/judgment has been satisfied, or if the order/judgment has not been fully satisfied, a written and signed description of Bidder’s efforts to date to satisfy the order/judgment. The completed Certification shall be submitted by the Bidder to the City as a part of its bid or proposal. The City, at its sole discretion, may disqualify a bidder based on one or more disclosed judgments consistent with the criteria set forth in the Policy.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Company

**THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL**