



REQUEST FOR PROPOSALS (RFP)  
FOR  
Development of a Governance Document  
and Sustainable Long-Term Funding Mechanism for  
the Countywide Edible Food Recovery Program

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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 Technical Advisory Committee, is requesting proposals from qualified consultants with relevant subject matter expertise to:

Develop a governance document and long-term sustainable funding mechanism for the Santa Clara Countywide Edible Food Recovery Program

**RFP Issue Date:**

**June 6, 2022**

**Responses Due:**

**July 18, 2022**

**11:00 a.m.**

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

**Thursday, June 23, 2022 at 9:30 a.m.**

Please pre-register at <https://bit.ly/EFRPPreRFP>



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17575 Peak Avenue Morgan Hill CA 95037 (408) 778-6480 Fax (408) 779-7236  
Website Address: [www.morgan-hill.ca.gov](http://www.morgan-hill.ca.gov)

### **INVITATION**

The City of Morgan Hill (“City”), in its capacity as contracting agent on behalf of the Santa Clara County Recycling and Waste Reduction Commission’s Technical Advisory Committee, is seeking qualified consultants with relevant subject matter expertise to submit proposals to develop a governance document and long-term sustainable funding mechanism for the countywide Edible Food Recovery Program for a sum of no more than \$50,000.

- 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:

Proposal Submittal for Edible Food Recovery Program 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 Monday, July 18, 2022.**
- 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.
- Submit **two (2) bound hard copies** plus an **electronic PDF copy** of the entire submittal package on a USB flash drive.



17575 Peak Avenue Morgan Hill CA 95037 (408) 778-6480 Fax (408) 779-7236  
Website Address: [www.morgan-hill.ca.gov](http://www.morgan-hill.ca.gov)

- **Non-Mandatory Pre-Proposal Meeting:** There will be a non-mandatory virtual meeting held on Thursday, June 23, 2022 at 9:30 a.m. All participants must register beforehand at the following link: <https://bit.ly/EFRPPreRFP>
- **Deadline to Submit Written Questions:** All questions regarding this RFP should be directed to Cynthia Iwanaga, Management Analyst, via email at [cynthia.iwanaga@morganhill.ca.gov](mailto:cynthia.iwanaga@morganhill.ca.gov) no later than July 5, 2022 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 review and scoring of all proposals has been completed, 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 Draft a Governance Document and Develop a Sustainable Long Term Funding Mechanism for the Countywide Edible Food Recovery Program**

## **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 with relevant subject matter expertise to develop a governance document and long-term sustainable funding mechanism for the countywide Edible Food Recovery Program for a sum of no more than \$50,000.

### **B. Background**

#### **Santa Clara County's Edible Food Recovery Program**

In January 2022, new CalRecycle regulations for implementing SB 1383 (Short-lived climate pollutants: methane emissions: dairy and livestock: organic waste: landfills) took effect. One requirement of the regulations specific to the solid waste sector is to launch a statewide effort to rescue 20% of edible food from landfills and redirect it to food insecure communities. Every jurisdiction or group of jurisdictions in the state is required to establish and monitor food recovery programs, strengthen existing food recovery networks, and ensure food donors arrange and recover the maximum amount of their edible food that would otherwise go to landfills.

In 2019 the Recycling and Waste Reduction Commission's (RWRC) voted to fund Joint Venture Silicon Valley (JVSV) to develop, launch, and facilitate the Edible Food Recovery Program (EFRP) to comply with SB 1383 food recovery requirements. In 2021, the RWRC voted to continue to utilize part of the Solid Waste Planning Fee (SWPF) budget to fund the Program in the short term. However, the RWRC and the Implementation Committee (IC) recognize this is not a long-term sustainable funding model and have directed staff to hire a consultant to develop a new model that effectively funnels equitable contributions from waste generators and/or participating jurisdictions in the County to finance the Program. This consultant shall also develop an organizational structure that effectively coordinates jurisdictions to participate in the Program and ensure SB 1383 compliance within the current organizational structure, using resources available within the County.

#### **Recycling and Waste Reduction Commission**

The RWRC is made up of select local elected officials that serve as the principal advisory body to the Santa Clara County Board of Supervisors on countywide solid waste planning issues. Members of the TAC, IC and various subcommittees are comprised of solid waste professionals from each city and the County and representatives of the private solid waste industry, business, and representatives of interested community organizations. Pursuant to a Memorandum of Agreement (MOA) among Santa Clara County and the 15 cities in the county, The City of Morgan

Hill provides solid waste administration and planning services for all of Santa Clara County and supports and coordinates all program activities and meetings of the RWRC, its TAC, the IC, and the various supporting Subcommittees.

## II. **PROJECT SCOPE OF SERVICE**

A description of tasks and specific work products are as follows:

### **A. Task 1: Review**

- a. Review the SB 1383 regulations relevant to edible food recovery placed upon jurisdictions and food waste generators.
- b. Review the RWRC/TAC/IC local governmental organizational structures in Santa Clara County.
- c. Review the JVSV contract with the City and current costs charged for implementing the Program.
- d. Interview JVSV EFRP Executive Director
- e. Interview a minimum of two members from JVSV's SB 1383 Recruitment Committee

**Deliverable:** Check-In Meeting with TAC Administrator.

### **B. Task 2: Identify current Edible Food Recovery Program models and organizational structures in California**

Describe four to six entities that have established alternative Edible Food Recovery Program funding models that effectively coordinate multiple jurisdictions.

**Deliverable:** Memo summarizing alternative organizational models (e.g., MOU, JPA, etc.) for funding and ensuring jurisdictional compliance with SB 1383 regulations relating to the EFRP, and the feasibility of being able to implement these models within Santa Clara County's local government organizational structure. The memo shall also provide a recommendation of which model is the best fit for Santa Clara County.

### **C. Task 3: Develop a long-term sustainable funding mechanism for the Edible Food Recovery Program**

- a. Evaluate current and anticipated future JVSV EFRP operating costs.
- b. Propose equitable methods (e.g., generator fees, governmental program contributions) for funding the Program and sharing of program implementation cost using factors such as the number of generators regulated in each jurisdiction and/or a jurisdiction's population size.

**Deliverable:** Memo summarizing current and anticipated JVSV EFRP operating costs and alternative, equitable, long-term sustainable funding mechanism recommendations for the Program.

### **D. Task 4: Develop selected governance document**

Create a governance document that memorializes the IC-approved organizational structure and funding mechanism(s) for the Countywide Edible Food Recovery Program with the following components:

- Description of each partner agency
- Purpose of the governance document
- Clear and concise descriptions of agreed upon roles and responsibilities of each organization and/or agency
- Goals, objectives, and target outputs
- Identification of staff responsibilities to support administration of the governance document
- Description of how the collaboration/partnership benefits the County
- Description of resources each partner/jurisdiction will contribute to the Program
- Statement of responsible entities for the performance of the collaborative organizations/agencies
- Signatory fields for each partner jurisdiction's signature authority to sign
- Duration of agreement, if applicable, and terms of renewal
- Financial obligations, if applicable of each jurisdiction
- Termination procedures

**Deliverable:** A finalized governance document that serves as a written agreement to commit each jurisdiction to an approved long-term funding model and organizational structure for the EFRP.

**E. Task 5: Meetings**

- a. Present study findings to the RWRC, TAC, and IC.
- b. Attend up to three virtual Ad Hoc Subcommittee meetings formed to monitor and guide the selected consultant's progress.
- c. Meet and/or respond to emails from staff to monitor the contract's progress as needed.

**Deliverable:** Attendance at three virtual Ad Hoc Subcommittee meetings, one RWRC meeting, one TAC meeting, and up to two IC meetings.

**III. CONSULTANT SERVICES AGREEMENT**

All services shall be provided in accordance with the City of Morgan Hill’s Standard Consulting Services Agreement (**Attachment 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 C**) and submit under Section VIII.E of this RFP.

**IV. INSURANCE REQUIREMENTS**

The selected firms must 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 (**Attachment 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, 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.

**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 proposer 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. Proposers 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 6250 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 Contractor 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 Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. The City will not be responsible for any legal or other costs incurred by Proposers 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 business 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 date and # in your letter, for example, Addendum #1 dated July 12, 2022 reviewed and received.

**B. PROPOSER EXPERIENCE/ INFORMATION OVERVIEW**

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

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

1. Firm 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 firm.
3. Statement of the firm's 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 Proposer's organization, including names of principals, 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 your firm 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 firm's contract has been terminated in the past 5 years.
9. Acknowledgement of all 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.

**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. Assume work will start in early September 2022.

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 for similar work within the last five (5) years that the City may contact and inquire about your work.

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 the services were provided.

**G. 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 B: NON-COLLUSION DECLARATION**

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

**ATTACHMENT D: COST PROPOSAL FORM**

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

**X. SELECTION CRITERIA**

All consultants whose qualifications score a minimum 50 out of 60 points on the selection criteria shown in Section X. Part 1 (Qualifications): A - F below, will be deemed qualified to do the work described in this RFP.

All consultants meeting the minimum scoring requirement in Part 1, will then be evaluated in Part 2, which is a review and comparison of the Cost Proposals.

**Part 1 (Qualifications):**

**A. ADHERENCE TO THE RFP (10 POINTS MAXIMUM)**

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

**B. CORPORATE STRENGTH (10 POINTS MAXIMUM)**

Demonstrated ability, based on firm experience, to provide the services listed in the RFP Scope of Work.

**C. QUALIFICATIONS & EXPERIENCE (10 POINTS MAXIMUM)**

Prior relevant experience of project manager and proposed team. Qualifications of assigned key personnel coincide with the tasks and Scope of Services outlined in the

RFP with an emphasis on working in Santa Clara County and familiar with local government structure.

**D. REFERENCES (10 POINTS MAXIMUM)**

Provided at least three (3) public agency references for similar work in the last five years.

**E. ABILITY AND CAPACITY TO PROVIDE CONSISTENT AND RELIABLE SERVICE (10 POINTS MAXIMUM)**

The firm has demonstrated relevant subject matter expertise to develop a governance document and long-term sustainable funding mechanism for the Countywide Edible Food Recovery Program. The firm has at least five (5) years of experience working for other municipalities within California and has a clear understanding of the services requested in the Scope of Work. Demonstrated ability to complete quality work in a timely fashion using technical and professional expertise.

**F. METHODOLOGY AND APPROACH TO IMPLEMENTATION (10 POINTS MAXIMUM)**

Clearly stated methodology and understanding of the services requested in the Scope of Work.

**Part 2 (Cost):**

**G. COST PROPOSAL (40 POINTS MAXIMUM)**

The City will evaluate the cost proposals to ensure the lowest costs to the City.

The contract will be awarded based on a combination of the two scores: Part 1- Qualifications (maximum of 60 points) and Part 2-Cost Proposal (maximum of 40 points).

**XI. 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 6 <sup>th</sup>
Non-Mandatory Pre-Proposal Meeting via Zoom Register at <a href="https://bit.ly/EFRPPreRFP">https://bit.ly/EFRPPreRFP</a>	June 23 <sup>rd</sup> at 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 5 <sup>th</sup>
City to post Q & A addendum on City website and Public Purchase, if needed	July 12 <sup>th</sup>
<b>Due Date and Time for Proposals</b>	<b>July 18<sup>th</sup> at 11:00 a.m.</b>
Evaluation of RFP submittals	July 18 <sup>th</sup> to August 10 <sup>th</sup>
Interviews with Potential Consultants	Week of August 15 <sup>th</sup>
Notification of Selected Consultant	Week of August 22 <sup>nd</sup>
Contract Execution Completed	Week of September 5 <sup>th</sup>
Beginning of Service	Early September 2022

## **XII. RFP QUESTIONS**

All questions regarding this RFP should be emailed, no later than Tuesday, July 5, 2022 @ 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-RFP MEETING VIA ZOOM**

A virtual non-mandatory meeting will be held on Thursday, June 23, 2022 at 9:30 a.m. via Zoom. All participants must register beforehand at the following link:  
<https://bit.ly/EFRPPreRFP>

## **XIV. 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.

**ATTACHMENT A**  
**Standard Consulting Services Agreement**

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See attached sample of standard 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 Choose an item.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until \_\_\_\_\_ 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 \_\_\_\_\_ 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 for up to one year 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:

City of Morgan Hill	with a copy to:
17575 Peak Avenue	City Clerk
Morgan Hill, CA 95037	City of Morgan Hill
	17575 Peak Avenue
	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.

*[Signatures on Next Page]*

28. **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 B**  
**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 C**  
**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 D Cost Proposal Form

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

### Cost Proposal

Item	Deliverable	Amount
Task 1	Review of regulations, background documents and interviews with Joint Venture Silicon Valley	
Task 2	Identify current Edible Food Recovery Program models and organizational structures in California	
Task 3	Develop a long-term sustainable funding mechanism for the Edible Food Recovery Program	
Task 4	Develop selected governance document	
Task 5	Meetings: Present study findings to Recycling and Waste Reduction Commission (1), Technical Advisory Committee (1), Implementation Committee (2), Ad Hoc Subcommittees (3) and meet and correspond with TAC administration staff to monitor contract's progress as needed.	
<b>Cost Proposal</b>		\$
<b>Total*</b>		

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

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

## ATTACHMENT E

### 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 judgement 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**