



Request for Proposals (RFP)
For
On-Call Roof Maintenance Services
April 1, 2026 to March 31, 2028

The City of Morgan Hill is requesting proposals from qualified contractors to provide all labor, equipment, materials, and performance of operation in connection with

On-Call Roof Maintenance Services

Bid Proposals Due:

Thursday, February 5, 2026 at 11:00 a.m.

via e-mail to cynthia.iwanaga@morganhill.ca.gov

Non-Mandatory Pre-Proposal Meeting and Job Walk:

Thursday, January 22, 2026 at 10:30 a.m.

Council Chamber Building, West Conf. Room @ 17555 Peak Avenue, Morgan Hill

Written Clarification Questions

(Requests for Information) Due:

Tuesday, January 27, 2026 at 5:00 p.m.

via e-mail to cynthia.iwanaga@morganhill.ca.gov

Project No: CSD2026-013

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SECTION 1 – GENERAL INSTRUCTIONS AND INFORMATION FOR CONTRACTORS

Background. The City of Morgan Hill is requesting proposals from qualified CSLB licensed roofing contractors to provide on-call roofing maintenance services for its city facilities.

Bid Proposal Submission. Complete bid proposals should be e-mailed (PDF format) with the e-mail subject line stating, “**Name of Contractor-On-Call Roof Maintenance Services,**” to Cynthia Iwanaga at cynthia.iwanaga@morganhill.ca.gov **Bid proposals must be received by the City email inbox no later than 11:00 a.m., Thursday, February 5, 2026. Late bid proposals will not be accepted.** City Staff will review all bid proposals. Bid proposal submittals become public information after Notice of Intent to award is issued. Incomplete bid proposals will not be considered. Failure to use the forms provided within the Request for Proposals (RFP) package will result in an incomplete bid proposal. DocuSign electronic signatures will be accepted on submitted bid proposal documents.

Contractor is to complete the following documents and include them in the bid proposal package:

- 1) Bid Proposal
- 2) Attachment A: Cost Proposal Schedule
- 3) Attachment B: Response to Technical Questions
- 4) Attachment C: Wage Theft Prevention Bid Certification
- 5) Attachment D: Certification of Acceptance of Terms of Agreement
- 6) Attachment E: Non-Collusion Declaration
- 7) Attachment F: Subcontractors List

Forms #1 thru #7 are provided in Section 3.

Non-Mandatory Pre-Proposal Meeting and Job Walk.

A pre-proposal meeting and job walk will be held on **Thursday, January 22, 2026 at 10:30 a.m.** at the Council Chamber Building’s West Conference Room located at 17555 Peak Avenue, Morgan Hill, CA 95037. Please email Cynthia.iwanaga@morganhill.ca.gov if you plan to attend the meeting and job walk by Wednesday, January 21st at 3:00 p.m.

Request for Proposals (RFP) Schedule.

Below is the anticipated RFP schedule. Please note that this schedule is subject to change. Please notify Cynthia Iwanaga via e-mail at cynthia.iwanaga@morganhill.ca.gov of your intent to respond to this RFP, so that you will receive updates and notifications regarding this RFP. In the e-mail subject line please write, “Name of Contractor-On-Call Roofing Maintenance RFP” These e-mail updates and notices are a courtesy only. Bidders are solely responsible for checking the City’s website for updates, notices and addenda.

Anticipated Timeline – On-Call Roofing Maintenance RFP	
Thursday, January 22nd at 10:30 a.m.	Non-Mandatory Pre-Proposal Meeting and Job Walk at Council Chamber Building located @ 17555 Peak Ave., Morgan Hill
Tuesday, January 27th at 5:00 p.m.	Deadline to Submit Questions in writing to Cynthia Iwanaga at Cynthia.iwanaga@morganhill.ca.gov
Friday, January 30th at 5:00 pm	City Responses to Written Questions Posted on City Website and Public Purchase, and Santa Clara County Builders Exchange
Thursday, Feb. 5th at 11:00 a.m.	Bid Proposals due no later than 11:00 a.m. via e-mail to: cynthia.iwanaga@morganhill.ca.gov Late proposals will not be accepted.
April 1, 2026	Anticipated Commencement of Two-Year Contract

Contractor Selection Criteria.

The City will be awarding this contract using a “Best Value” methodology including evaluation of price, and responses to technical questions including review of references. Points will be awarded based on the following categories:

Part 1- Qualifications, Experience, References (Based upon “Narrative Response to Technical Questions” Form including review of references)

The City will first evaluate, and rank proposals based on the **40-point selection criteria for Qualifications, Experience, and References. Proposals that receive less than 30 points will be eliminated from further consideration.**

Narrative Response to Technical Questions – 40 Potential Points

15 points	Previous experience in providing On-Call Roof Maintenance Services at like-sized public and/or private facilities.
10 points	Assessments of work quality, performance and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness.
5 points	Qualifications of staff proposed to provide On-Call Roof Maintenance Services.
10 points	Well organized communication systems and electronic reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.
40 points	TOTAL POINTS POSSIBLE

Part 2-On-Call Roof Maintenance Service Costs (Based upon Cost Proposal Schedule)

The highest scoring contractor(s) based on the criteria listed above that also meet the minimum 30-point scoring requirement in Part One (Narrative) shall have their submitted cost proposals 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.

The City reserves the right to award multiple on-call service agreements.

Term of Agreement. The anticipated (2) two-year term of the new agreement is **April 1, 2026 through March 31, 2028**, with the possibility of up to three (3) one-year extensions.

Examination of Contract Documents. Each bidder is solely responsible for thorough review of the Request for Proposals (RFP) Documents, Maintenance Service Agreement, and specifications.

Addenda. 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 Bid Proposal Due Date and Time. All addenda will be posted on the City website, Public Purchase and the Santa Clara County Builders' Exchange. Addenda must be acknowledged in the Bid Proposal's Section 2: Addenda.

Brand Designations and "Or Equal" Substitutions. Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an "equal" item must be submitted with a written request for substitution.

Bid Bonds. No bid bonds are required.

Required Licenses Contractors submitting a bid proposal and their subcontractors must possess a valid and current **CSLB C-39 Roofing Contractor's license** issued by the California Contractor's State Licensing Board (CSLB) and comply with any other required licenses, insurance and permit requirements of the City, State and Federal governments, as well as all other requirements of the law to perform the required services. The successful bidder is also required to possess a Qualified Applicator license in the County of Santa Clara.

The successful bidder will also be required to obtain a City of Morgan Hill Business License, if they don't already possess one.

Submittal of Written Questions regarding this RFP. All questions regarding this RFP must be submitted in writing to Cynthia Iwanaga at cynthia.iwanaga@morganhill.ca.gov no later than **Tuesday, January 27th at 5:00 p.m.** The subject line for the e-mail should state, "Roofing Services RFP Questions." The City will respond to all questions via an Addendum to be posted on the City website.

Insurance Requirements. CONTRACTOR 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 CONTRACTOR, 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. CONTRACTOR further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days’ notice provided to CONTRACTOR, at any time as deemed necessary to protect the interests of the CITY.**

Insurance Types and Amounts.

Commercial General Liability (CGL). CONTRACTOR 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 CONTRACTORS under CONTRACTOR's combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

Automobile Liability. CONTRACTOR shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONTRACTOR does not own automobiles, then CONTRACTOR 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 CONTRACTOR under CONTRACTOR's combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

Workers’ Compensation Insurance and Employer’s Liability. CONTRACTOR 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 CONTRACTOR under CONTRACTOR's combined insurance policies (including any excess or “umbrella” policies), whichever is greater. If CONTRACTOR is self-insured, CONTRACTOR shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

Pollution (Environmental) Liability. Because the performance of CONTRACTOR’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, CONTRACTOR shall procure and maintain Pollution Liability covering the CONTRACTOR’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 CONTRACTOR under CONTRACTOR's combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

Professional Liability.

1. If the performance of CONTRACTOR'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), CONTRACTOR 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 CONTRACTOR under CONTRACTOR's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if CONTRACTOR maintains a claims-made policy, CONTRACTOR 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.
2. If the performance of CONTRACTOR's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to architects, engineers, land surveyors, and appraisers), CONTRACTOR 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 CONTRACTOR under CONTRACTOR's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

Sexual Abuse/Molestation Liability (SML): If the performance of CONTRACTOR's work or service under this Agreement involves contact with minors, CONTRACTOR 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 CONTRACTOR under CONTRACTOR's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

Endorsements. CONTRACTOR shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

General Liability and pollution liability (when pollution liability applies).

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.
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
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.

Workers Compensation.

Because the performance of CONTRACTOR'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, CONTRACTOR'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.

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.

Certificates. CONTRACTOR 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, CONTRACTOR shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the CONTRACTOR'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. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

DIR Registration.

No Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the California Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor's Public Works DIR Registration # and expiration date must be listed on the bid proposal.

Prevailing Wages.

Each worker performing Work under this Contract shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. Contractor shall post a copy of the applicable prevailing rates at the Worksite. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship, and similar purposes.

These prevailing rates are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and

Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

The Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, under Labor Code Section 1771.4.

A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request, to the City, and/or to the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, and as further provided by the Labor Code.

Permits. The CONTRACTOR shall obtain and pay for any necessary permits.

Taxes. The bid proposal price shall include all applicable federal, state and local taxes.

Temporary Suspension of Services. The City's need for services may be suspended due to unforeseeable OR unavoidable circumstances beyond its control. Such circumstances include, but are not limited to, earthquake, fire, explosion, flood or other natural catastrophe; governmental legislation, condemnation, acts, orders, or regulation; war or acts of terrorism; strikes or labor difficulties; and quarantine, epidemic, or pandemic. The City shall provide a 5-days' written notice or less under urgent circumstances to temporarily suspend services at specific City facilities. The City reserves the right to request which City facilities are to be serviced or not serviced due to unforeseeable or unavoidable circumstances, and the level of service at each City facility. Upon suspension, the CONTRACTOR shall submit to City an itemized statement of services performed for which compensation has not been paid up to the date of the suspension. No further payments will be made for services provided after the date of the suspension. City shall provide 5 days' written notice when the circumstances for the suspension of specific facilities' services are removed for CONTRACTOR to commence providing services.

Withdrawal of Proposals. Bid proposal may be withdrawn by the CONTRACTOR prior to the time fixed for the due date of the proposals but may not be withdrawn for a period of ninety (90) days after the opening of proposals. A successful CONTRACTOR shall not be relieved of the bid proposal submitted without the City's consent.

Rejection of Bid Proposals and Award of Maintenance Service Agreement. City reserves the right, acting in its sole discretion, to waive non-substantive bid irregularities, the right to accept or reject any and all bids, or to abandon the work entirely. The Maintenance Service Agreement will be awarded by City Council, if at all, within sixty (60) calendar days after reviewing proposals on the basis of the proposal most advantageous to the City.

Execution of Maintenance Service Agreement. CONTRACTOR selected through the RFP process will be expected to execute a Maintenance Service Agreement with the City of Morgan Hill for the provision of the requested service as set forth in the sample Maintenance Service Agreement attached to this RFP. Submission of a signed bid proposal will be interpreted to mean CONTRACTOR has agreed to all the terms and conditions set forth in the pages of this RFP and the standard provisions included in the

attached Maintenance Service Agreement. CONTRACTOR 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. CONTRACTOR should note that the submittal of an exception does not obligate the City to revise the terms of this RFP or any resulting Maintenance Service Agreement. The City will not consider any exceptions that are not identified in the bid proposal. The City reserves the right to negotiate with the selected bidder to amend services to meet the City's financial requirements.

Public Records Act. 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. In addition, each prospective CONTRACTOR acknowledges that all documentation and materials submitted will remain the property of the City. 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 bid 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 Contractors 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 Contractors seeking to shield a portion of their proposal from public disclosure.

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

SECTION 2 – SCOPE OF WORK AND SPECIAL PROVISIONS

ON-CALL ROOF MAINTENANCE SERVICES

The City of Morgan Hill is seeking proposals from state licensed (CSLB) roofing contractors for On-Call Roofing Maintenance at City facilities. Contractor will provide full-service, on-call roofing maintenance services administering the duties and responsibilities set forth in this Request for Proposals (“RFP”), in compliance with all applicable laws, regulations, policies and procedures. Firms submitting proposals must be prepared to immediately enter into a contract (“Agreement”) for the services and duties as set forth in this RFP.

Contractor will provide full-service, on-call roofing maintenance services and administer the duties and responsibilities set forth in the below specifications, in compliance with all applicable laws, regulations, policies and procedures.

Services to be performed include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks and incidental and customary work necessary to competently perform on-call roofing maintenance work at City facilities including, but not limited to facilities listed in Attachment A-Municipal Facilities Locations. Scopes of work may include, but not be limited to removing and disposing of existing roof materials, felt paper and batts, and installing new roof materials as prescribed by roofing manufacturers. All warranties shall be in force for their full-term including roof jacks, valley flashing, fascia gutters and ridge vent systems.

The scope of work for roof maintenance may include, but not be limited to:

1. Complete roof inspections.
2. Clean roof of debris including broom cleaning areas where dirt and dust accumulates from ponding water.
3. Inspect and clean drains of debris, and re-secure drain fasteners if necessary. If drains are blocked below the roof line, Contractor will advise City.
4. Inspect and fix or replace flashings at all penetrations and curbs, including pipes, skylights, walls, etc.
5. Inspect seams in the roof field and expansion joints and fix / seal, as necessary.
6. Resecure loose sheet metal items and reseal cracked or missing caulk joints.
7. Advise the City of any recommended repair, replacement, or other work exceeding the scope of annual maintenance.

The City’s requirement is for the Contractor to provide maintenance on an as needed basis under direction of the City Maintenance staff. The contractor shall warrant all labor for a period of 12 months from the date of the service. Warranty for roofing materials will be verified on a project-by-project basis.

The City will only be responsible for the number of hours approved by the City’s authorized Maintenance Staff.

The Contractor shall leave work areas free of all dirt, litter, lubricants, or other materials utilized to perform roofing maintenance services.

The Contractor shall erect barricades, warning signs, and any other devices to prevent unauthorized access by the public or unauthorized City staff to work areas.

The Contractor shall respond to all requests for maintenance or unscheduled emergency maintenance as required, 24 hours per day, 365 days per year, including holidays. All costs for labor and materials for these calls shall be included in the proposal. Response time by the Contractor shall be within four (4) hours of all requests.

Contractor will be responsible for providing labor, supervision, materials, equipment, transportation, service and the shop facilities necessary to perform high quality work. Contractor will also be responsible for discarding all used materials.

It is the intent of the City of Morgan Hill to identify and establish long term partnerships with highly qualified contractors. To achieve the best level of service, the City believes that the relationship must be based on mutual trust and respect. Teamwork, flexibility, and cooperation will be essential characteristics of the successful Contractor.

2-1 SCOPE OF SERVICE The Contractor shall provide full-service on-call roofing maintenance services to City Facilities as outlined in this document. Contractor shall retain professional personnel who have successfully and competently provided municipal facility roofing maintenance services on projects of similar scope and complexity. It shall be the Contractor's responsibility to effectively and promptly mend, re-seal, and otherwise maintain, to the satisfaction of the City representative, all aspects of roofing systems in City defined facilities. All maintenance and work shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, shall meet warranties and be in conformance to all applicable laws, codes and regulations. Contractor's roofing maintenance shall, at a minimum, include but not be limited to the specifications outlined herein.

2-2 SERVICES TO BE PROVIDED Contractor will provide an appropriate level of staffing and provide appropriate tools and vehicles necessary to support all facility roofing maintenance functions during hours of operation and for response after normal working hours. Proposer shall maintain the appropriate license and will comply with all other license, insurance and permit requirements of the City, State and Federal governments, as well as all other requirements of the law.

2-3 TERM OF SERVICE The term of the contract will be from April 1, 2026 through March 31, 2028.

2-4 WORK HOURS Scheduled maintenance shall typically occur during normal business hours. Facility business hours are:

- City Hall/DSC is open Monday-Friday 8:00 a.m. – 5 p.m.
- The Police Department is open Monday-Friday 8 a.m. – 5:30 p.m.
- Centennial Recreation Center is an active facility on Weekdays from 5:00 a.m. to 9:30 p.m., Saturdays and Sundays from 6:30 a.m. to 5:00 p.m.
- The Community and Cultural Center is open Monday-Friday 8:00 a.m. – 5 p.m.
- Aquatics Center is open weekdays from 5:00 a.m. to 8:00 p. m., Saturdays from 7:00 a.m. to 12:00 p.m. (summer season to 6:30 p.m.), and Sundays 11:30 a.m. to 6:30 p.m. (summer season only).
- City of Morgan Hill Fire Stations-Coordinate with the Maintenance Manager or Maintenance Coordinator
- The Friendly Inn is open Monday-Saturday 8:00 a.m. to 5:00 p.m.
- The Public Works Corporation Yard is open Monday-Thursday 6:30 a.m. – 4:00 p.m. and Fridays

from 6:30 a.m. -3:00 p.m.

2-5 SERVICE AVAILABILITY The contractor shall have trouble-call service available on a twenty-four hours a day, seven days a week basis with a response time not to exceed the following:

EMERGENCIES.....4 hours
NON-EMERGENCIES.....72 hours

Time to respond shall start when the City calls the problem into Contractor's designated emergency phone number. Additionally, the contractor shall provide the ability to respond immediately to situations involving the health and safety of employees and/or the public and the comfort and operational capability of any public meeting space. Routine maintenance, service requests or other non-urgent tasks shall be completed by journey level staff within three (3) working day from the date of request by City Representative.

2-6 TROUBLE-CALL/MAINTENANCE SERVICE Should the City request the contractor to make unscheduled, emergency roofing system maintenance, the City shall be responsible for labor and travel costs associated therewith. Rates shall be firm for the term of the contract. The City reserves the right to contract with others for trouble calls, maintenance, and repairs.

2-7 BILLABLE WORK The Contractor shall not bill for unnecessary work, for work that was not completed satisfactorily, for work that did not fix an identified problem, or for facility visits that are made by staff unqualified to complete needed work.

2-8 STAFFING, WORKMANSHIP AND QUALITY LEVEL The Contractor shall provide a staffing level to perform on-call roofing maintenance services at City facilities in a thorough and professional manner, so that the City is provided with reliable and high-quality roofing maintenance at all times. The Contractor shall possess and maintain a C-39 Roofing license by the State of California Contractors Licensing Board through the term of the contract. All personnel performing work under this Contract shall possess and maintain a state certification and be directly employed and supervised by the Contractor. Any assigned apprentice shall work directly under the supervision of a qualified journeyman. The Contractor shall provide management and technical supervision through competent supervisors as required. The Contractor shall be responsible for the skills, methods and actions of all employees, subcontractors and for all work done.

2-9 TOOLS AND EQUIPMENT The Contractor shall furnish and maintain all equipment necessary for properly servicing and maintaining roofing systems in City facilities. The City of Morgan Hill reserves the right to inspect equipment to be used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

2-10 PARTS AND MATERIALS The Contractor shall furnish all parts and materials necessary for properly maintaining roofing systems in City facilities. Mark-up on parts and materials is dependent upon manufacturer or type of material and may not exceed 10% of Contractor's cost. Invoices must identify the work performed, cost of labor, parts/materials used, parts/materials cost, and parts/materials mark-up cost.

2-11 INSPECTIONS AND REMEDIES So as to ensure consistent quality of the work being performed, the City Representative will perform periodic inspections of roofing systems to ensure compliance with the contract specifications. Inspections may be made by the City at any time to confirm that work

performed meets specifications. If corrective work is required, the City will provide a written list of items and the Contractor shall correct deficiencies as directed. If deficiencies are not corrected in a timely manner, the City may perform the work using others and deduct the cost from the Contractor's payment.

2-12 DAMAGES The Contractor will be responsible for all damages to the facility or contents caused by Contractor, their staff or subcontractors during the performance of their duties.

2-13 SAFETY & SECURITY The Contractor and staff shall follow all established safety procedures and shall take special care not to endanger the public in any way. The Contractor is responsible for the security of all doors at the conclusion of work in each room. All exterior doors should remain locked at all times. Interior doors that are found open or unlocked shall be left in the same position/condition in which they were found.

2-14 EMERGENCY SITUATIONS For medical or public safety emergencies occurring at the Facilities call 9-1-1. For all building maintenance emergencies (water leaks, etc.) contact the Maintenance Manager or designated staff to report the issue immediately (24-hours/day).

2-15 TYPES OF ROOFS

FACILITY	TYPE OF ROOF
Morgan Hill Police Department	Membrane
Council Chamber Building	Clay roofing tiles with Synthetic Engineered Underlayment and Thermoplastic Membrane
City Hall (Development Services Center-DSC)	Flat asphalt tile sheeting
The Villas (buildings next to Council Chamber Building)	Corrugated Metal
Corporation Yard	Built-up
Centennial Recreation Center (CRC)	Membrane
Community and Cultural Center (CCC)	Terra Cotta, Built-up
Friendly Inn	Corrugated Steel
Aquatics Center	Asphalt Sheeting

Locations of City Facilities		
BUILDING/FACILITY	ADDRESS	BLDG. SQUARE FOOTAGE
Aquatics Center (office area)	16200 Condit Road	5,294
Centennial Recreation Center	171 West Edmundson Avenue	54,000
City Hall	17575 Peak Avenue	13,900
Community and Cultural Center, Building 2 and Playhouse	17000 Monterey Road 17060 Monterey Road 17090 Monterey Road	25,000; 12,000; 5,000
Council Chambers	17555 Peak Avenue	12,104
Friendly Inn	17666 Crest Avenue	3,168
Police Department and Information Services	16200 Vineyard Boulevard	44,886
Public Works Corporation Yard	100 Edes Court	4,583
The Villas	535 Alkire Avenue	4,500

EXHIBIT A: Sample Maintenance Service Agreement

Please see attached sample Maintenance Service Agreement

MAINTENANCE SERVICE AGREEMENT

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and _____ a _____ Choose an item. Choose an item. ("SERVICE PROVIDER") 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 SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum Choose an item.. 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 SERVICE PROVIDER shall be _____ as further described in **Exhibit A.**
4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:
 - 4.1. **Amount.** \$ _____. Total compensation to SERVICE PROVIDER 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 SERVICE PROVIDER during that extended term period, 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 each subsequent extended one-year term exceed 105% of the maximum compensation allowed to be paid to SERVICE PROVIDER for one year of service during the immediately preceding prior year of service.
 - 4.2. **Billing.** SERVICE PROVIDER 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 SERVICE PROVIDER 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 14 Notices. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. 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 SERVICE PROVIDER 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, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require SERVICE PROVIDER to complete certain work product or documents and SERVICE PROVIDER shall deliver to CITY all documents in its possession without additional compensation to SERVICE PROVIDER. The City Manager 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 SERVICE PROVIDER 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.

5.2. **Temporary Suspension of Services.** CITY'S need for services may be suspended due to unforeseeable or unavoidable circumstances beyond its control. Such circumstances include, but are not limited to, earthquake, fire, explosion, flood, or other natural catastrophe; governmental legislation, condemnation, acts, orders, or regulation; war or acts of terrorism; strikes or labor difficulties; and quarantine, epidemic, or pandemic. CITY shall provide a 5-days' written notice or less under urgent circumstances to temporarily suspend services at specific CITY facilities. CITY reserves the right to request which CITY facilities are to be serviced or not serviced due to unforeseeable or unavoidable circumstances; and the level of service at each CITY facility. Upon suspension, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid up to the date of the suspension. No further payments will be made for services provided after the date of the suspension. CITY shall provide 5 days' written notice when the circumstances for the suspension of specific facilities' services are removed for SERVICE PROVIDER to commence providing services.

6. **Performance of Work.** SERVICE PROVIDER represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by SERVICE PROVIDER in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of SERVICE PROVIDER'S profession. By delivery of completed work, SERVICE PROVIDER certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. SERVICE PROVIDER is liable for any property damage caused by SERVICE PROVIDER or its Subcontractors during performance of the services and shall notify the CITY of damage within 24 hours of the occurrence. SERVICE PROVIDER must promptly repair or replace any real or personal property damage, and must promptly restore the property to its original or intended condition. CITY may repair or replace the real or personal property damage if SERVICE PROVIDER fails to do so, and the cost of the repairs or replacement may be deducted or offset from any compensation due to SERVICE PROVIDER.

6.1. **Schedule.** SERVICE PROVIDER 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. The 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.

- 6.2. Excusable Delay (Force Majeure). If either Party is unable to comply with any provision of this Contract due to causes beyond its reasonable control, direct or indirect, and which could not have been reasonably anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply, provided the other Party receives written notice of such force majeure event no later than five (5) calendar days after commencement of such force majeure event. The spread or effects of Covid-19, and any variants thereof, can be reasonably anticipated and do not constitute a force majeure event. Tariffs imposed by the US government, and any resulting supply disruptions do not constitute a force majeure event.
- 6.3. Storage of Service Provider's Equipment. If SERVICE PROVIDER desires to leave or store any of SERVICE PROVIDER'S equipment at a CITY site while SERVICE PROVIDER is performing work or service pursuant to this Agreement, SERVICE PROVIDER will first obtain the consent of the 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 SERVICE PROVIDER'S sole risk.
- 6.4. Responsibility for Damage to City Property. SERVICE PROVIDER shall be liable for any damage caused by SERVICE PROVIDER to any CITY. Any such damage shall be repaired at the CONTRACTOR' s sole expense.
- 6.5. Defective Work; Guarantee and Warranty.
- 6.5.1. "Defective" means work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Agreement, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Agreement, or has been damaged before final payment (unless responsibility for the protection thereof has been assumed in writing by CITY). Unapproved substitutions are Defective. CITY is the judge of whether work is Defective. A "Defect" is a condition, component, or part that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Agreement, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Agreement, or has been damaged before final payment (unless responsibility for the protection thereof has been assumed in writing by CITY).
- 6.5.2. CITY may inspect and accept or reject any of SERVICE PROVIDER's work under this Agreement, either during performance or when completed. CITY may withhold payment of a portion of an invoice because of defective work not remedied or because of unsatisfactory work performed by SERVICE PROVIDER. When defective work is remedied by SERVICE PROVIDER, payment shall be made for amounts withheld because of them.
- 6.5.3. Observation and inspection of the work shall not relieve SERVICE PROVIDER of any of its obligations under this Agreement. Even though equipment, materials, or work required to be provided under the Agreement have been inspected, accepted, and estimated for payment, SERVICE PROVIDER shall, at its own expense, replace or repair any such equipment, material, or work found to be Defective up to the end of the Guarantee period.
- 6.5.4. SERVICE PROVIDER does hereby guarantee its roofing maintenance work performed pursuant to the scope of services ("Guarantee"). SERVICE PROVIDER hereby grants to OWNER for a period of two years following SERVICE PROVIDER'S work on the particular portion of the roof at issue, its unconditional warranty of the quality and adequacy of all of the work including, without limitation, all labor, materials and equipment provided by SERVICE PROVIDER and its subcontractors of all tiers in connection with the work

("Warranty"). SERVICE PROVIDER is not guaranteeing roofing work performed previously by other providers, only its own work.

6.5.5. If within two years after the date of SERVICE PROVIDER's work on a particular roof or portion thereof, or such other longer period of time as may be prescribed by laws or regulations, or by any extended warranty or guarantee, any of SERVICE PROVIDER's work is found to be Defective, SERVICE PROVIDER shall promptly, without cost to CITY and in accordance with SERVICE PROVIDER's written instructions, correct such Defective work. SERVICE PROVIDER shall remove any Defective work rejected by CITY and replace it with work that is not Defective, and satisfactorily correct or remove and replace any damage to other work or the work of others resulting therefrom. If SERVICE PROVIDER fails to comply promptly with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, SERVICE PROVIDER may have the Defective work corrected or the rejected work removed and replaced. SERVICE PROVIDER shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where SERVICE PROVIDER fails to correct Defective work, or Defects are discovered outside the correction period, OWNER shall have all rights and remedies granted by law.

6.5.6. Neither final payment nor use nor occupancy of the work performed by the SERVICE PROVIDER shall constitute an acceptance of work not done in accordance with this Guarantee or relieve SERVICE PROVIDER of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. SERVICE PROVIDER shall remedy any Defects in the work and pay for any damage resulting therefrom, which shall appear within the time period specified above in Section 6.4.5.

7. **Hazardous Materials.** Without limiting any other requirement or obligation of SERVICE PROVIDER under this Agreement, if SERVICE PROVIDER needs to use any material or chemical considered to be a hazardous material under any federal, state, or local law, regulation or policy, SERVICE PROVIDER agrees to fully and timely abide by and comply with all laws, regulations and policies pertaining to the use, transport, removal, handling, disposal, or other activity related to any and all such materials or chemicals. Prior to commencement of work or services under this Agreement, SERVICE PROVIDER shall provide CITY with a complete list of the hazardous materials SERVICE PROVIDER reasonably anticipates it may need to use to provide the services of SERVICE PROVIDER under this Agreement, together with the reasonably anticipated quantities thereof, if requested by CITY.

8. **Insurance Requirements.** SERVICE PROVIDER 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 SERVICE PROVIDER, 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. SERVICE PROVIDER further understands that CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to SERVICE PROVIDER, at any time as deemed necessary to protect the interests of CITY.

8.1. **Insurance Types and Amounts.**

8.1.1. **Commercial General Liability (CGL).** SERVICE PROVIDER 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 SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

- 8.1.2. Automobile Liability. SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own automobiles, then SERVICE PROVIDER 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 SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.1.3. Workers' Compensation Insurance and Employer's Liability. SERVICE PROVIDER 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 SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If SERVICE PROVIDER is self-insured, SERVICE PROVIDER shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

8.1.4. Pollution (Environmental) Liability. If the performance of SERVICE PROVIDER'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, SERVICE PROVIDER shall procure and maintain Pollution Liability covering the SERVICE PROVIDER'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 SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.1.5. Professional Liability.

8.1.5.1. If the performance of SERVICE PROVIDER'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), SERVICE PROVIDER 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 SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if SERVICE PROVIDER maintains a claims-made policy, SERVICE PROVIDER shall provide written evidence of such insurance to CITY for at least five (5) years after the completion of work performed under this Agreement.

8.1.5.2. If the performance of SERVICE PROVIDER'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), SERVICE PROVIDER 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 SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

- 8.1.6. **Sexual Abuse/Molestation Liability (SML)**: If the performance of SERVICE PROVIDER'S work or service under this Agreement involves contact with minors, SERVICE PROVIDER 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 SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.2. **Endorsements**. SERVICE PROVIDER shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:
- 8.2.1. **General Liability and pollution liability (when pollution liability applies)**.
- 8.2.1.1. "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.
- 8.2.1.2. "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
- 8.2.1.3. "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.
- 8.2.2. **Workers Compensation**.
- If the performance of SERVICE PROVIDER'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, SERVICE PROVIDER'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.
- 8.3. **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.
- 8.4. **Certificates**. SERVICE PROVIDER shall furnish CITY with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, SERVICE PROVIDER shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to SERVICE PROVIDER'S agreement with 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 8. Certificates, including renewal certificates, may be mailed electronically to 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

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

10. **Compliance with Law.**

- 10.1. SERVICE PROVIDER 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. SERVICE PROVIDER and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon any basis prohibited by State or Federal law, including but not limited to, 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.
- 10.2. Without limiting the provisions of Section 10.1 above, each worker performing work under this Agreement shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. SERVICE PROVIDER shall post a copy of the applicable prevailing rates at the Worksite.
- 10.2.1. Pursuant to Labor Code Section 1775, SERVICE PROVIDER and any subcontractor shall forfeit to CITY as a penalty up to two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. SERVICE PROVIDER shall also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- 10.2.2. SERVICE PROVIDER must comply with the provisions of Labor Code Sections 1776 and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for electronic submission of payroll records.
- 10.2.3. As applicable, if the Agreement Amount exceeds Thirty Thousand Dollars (\$30,000.00), SERVICE PROVIDER is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code Section 1777.5, which is fully incorporated by reference.
- 10.2.4. SERVICE PROVIDER must comply with the provisions of Labor Code Section 1815 with respect to payment of overtime.
- 10.2.5. Under Labor Code Section 1813, SERVICE PROVIDER will forfeit to CITY as a penalty, the sum of Twenty-Five Dollars (\$25.00) for each day during which a worker employed by SERVICE PROVIDER or any subcontractor is required or permitted to work more than eight (8) hours in any one (1) calendar day or more

than forty (40) hours per calendar week, except if such workers are paid overtime under Labor Code Section 1815.

- 10.3. DIR Registration. CITY will not accept a Bid Proposal from or enter into a contract with a SERVICE PROVIDER, without first receiving proof to the satisfaction of CITY that SERVICE PROVIDER and its subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. Under Labor Code section 1771.4, this Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 10.4. Compliance with Wage and Hour Laws. SERVICE PROVIDER, 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 SERVICE PROVIDER and/or its Subcontractors: BY SIGNING THIS AGREEMENT, SERVICE PROVIDER 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 SERVICE PROVIDER OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. SERVICE PROVIDER 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 SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or SERVICE PROVIDER learns of such a judgment, decision, or order that was not previously disclosed, SERVICE PROVIDER 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. SERVICE PROVIDER 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. CITY reserves the right to require SERVICE PROVIDER to enter into an agreement with CITY regarding the manner in which any such final judgment, decision, or order will be satisfied.

City’s Right to Withhold Payment: Where SERVICE PROVIDER 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, CITY reserves the right to withhold payment to SERVICE PROVIDER 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.

11. **Independent Contractor.** SERVICE PROVIDER is an independent contractor and not an agent or employee of CITY.

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

13. **Conflict of Interest and Reporting.** SERVICE PROVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement including, without limitation, complying with California Government Code section 1090 *et seq.*, the California Political Reform Act (California Government Code section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 *et seq.*). SERVICE PROVIDER will further comply, and will ensure that its agents and its subcontractors comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8).

14. **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 SERVICE PROVIDER is as follows:

Address of CITY is as follows:

City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

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

15. **Licenses, Permits and Fees.** SERVICE PROVIDER 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.

16. **Service Provider's Proposal.** If applicable, this Agreement shall include SERVICE PROVIDER'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.

17. **Maintenance of Records.**

17.1. **Maintenance.** SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER shall retain said records until such action is resolved.

17.2. **Access to and Audit of Records.** CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of SERVICE PROVIDER 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 CITY or as part of any audit of 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.

17.3. **Ownership of Work Product.** All documents or other information developed or received by SERVICE PROVIDER for work performed under this Agreement shall be the property of CITY. SERVICE PROVIDER shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

17.4. **Public Record.** This Agreement, including Service Provider's rates and fees, is a public record under the California Public Records Act.

18. **Familiarity with Work.** By executing this Agreement, SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER'S risk, until written instructions are received from CITY.

19. **Time of Essence.** Time is of the essence in the performance of this Agreement.

20. **No Assignment.** Neither this Agreement nor any portion shall be assigned by SERVICE PROVIDER, 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.

21. **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.

22. **Defense and Indemnification.**

22.1. **Defense and Indemnification.** SERVICE PROVIDER 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 SERVICE PROVIDER, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

22.2. Exceptions. SERVICE PROVIDER 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 CITY.

22.3. 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 SERVICE PROVIDER.

22.4. Right to Offset. CITY shall have the right to offset against any compensation due SERVICE PROVIDER under this Agreement any amount due CITY from SERVICE PROVIDER as a result of SERVICE PROVIDER'S failure to pay CITY promptly any indemnification arising under this Section (22) and any amount due CITY from SERVICE PROVIDER arising from SERVICE PROVIDER'S failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

22.5. 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 SERVICE PROVIDER 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.

22.6. No Liens or Encumbrances. SERVICE PROVIDER shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. SERVICE PROVIDER warrants that it has good title to all materials or products used by SERVICE PROVIDER or provided to CITY pursuant to this Contract, free from all liens, claims or encumbrances.

23. **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 SERVICE PROVIDER. 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.

24. **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.

25. **Notice of Security and/or Privacy Incident.** If SERVICE PROVIDER, or its subconsultant, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to CITY PII, PHI and/or PCI, SERVICE PROVIDER shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery or notification of the incident or potential breach, notify CITY of such incident or potential breach. SERVICE PROVIDER shall, upon CITY's request, investigate such incident or potential breach, inform the CITY of the results of any such investigation, and assist

the CITY in maintaining the confidentiality of such information. In addition to the foregoing, SERVICE PROVIDER shall provide CITY with any assistance necessary to comply with any state and/or federal laws requiring the provision of notice of any privacy incident or security breach with respect to any CITY PII, PHI and/or PCI to the affected or impacted individuals and/or organizations, in addition to any notification to applicable state and federal agencies. SERVICE PROVIDER agrees that it shall reimburse CITY for all expenses, costs, attorneys' fees, and resulting fines, penalties, and damages associated with such incident, breach, investigation and/or notification.

26. **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.

27. **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.

28. **Binding Agreement.** Notwithstanding the provisions of Section 20 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of SERVICE PROVIDER in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

29. **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.

30. **Counterpart Signatures.** This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

Signatures on the following page.

31. **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: _____

<u>Click or tap here to enter text.</u> Contractor's License Number(s) (if applicable)	<u>Click or tap here to enter text.</u> Contractor's DIR Registration Number(s) (if applicable)
---	--

Expiration Date(s) <u>Click or tap here to enter text.</u>	Expiration Date(s) <u>Click or tap here to enter text.</u>
--	--

**EXHIBIT A
SCOPE OF SERVICES**

DRAFT

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

DRAFT

EXHIBIT C
SCHEDULE OF PERFORMANCE

DRAFT

SECTION 3 – BID PROPOSAL AND ATTACHMENTS

Complete proposal must include the following documents:

Bid Proposal

Attachment A: Cost Proposal Schedule

Attachment B: Bidder's Questionnaire

Attachment C: Wage Theft Prevention Bid Certification

Attachment D: Certification of Acceptance of Terms of Agreement

Attachment E: Non-Collusion Declaration

Attachment F: Subcontractors List

Please note that each document included in this section must be included in bid proposal package.

Bid Proposal On-Call Roof Maintenance Services

_____ (“Bidder”) hereby submits this Bid Proposal to the City of Morgan Hill (“The City”) for On-Call Roof Maintenance at City Facilities (“Project”) in response to the Request for Proposals and in accordance with the Contract Documents referenced therein.

1. **Base Bid.** Bidder proposes to provide services as specified in the Maintenance Service Agreement, for the two-year time period from April 1, 2026 to March 31, 2028, for the prices in the attached Cost Proposal Schedule for On-Call Roof Maintenance Services for the City of Morgan Hill.
2. **Addenda.** Bidder acknowledges receipt of the following addenda:

Addendum:	Date Received:
#01	_____
#02	_____
#03	_____
#04	_____

3. **Bidder’s Warranties.** By signing and submitting this Proposal, Bidder warrants the following:
 - 3.1 Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder’s knowledge there are no errors, omissions, or discrepancies in the Contract Documents.
 - 3.2 Bidder is fully qualified to perform the Work.
 - 3.3 Bidder has carefully reviewed this Proposal and is solely responsible for any errors or omissions contained in its completed Bid.
4. **Award of Contract.** By signing and submitting this Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, that within ten (10) days following issuance of the notice of award to Bidder, Bidder shall:
 - 4.1 Enter into a Contract with the City in accordance with the terms of this Bid Proposal, by signing and submitting to the City the Contract form included with the Contract Documents; and
 - 4.2 Submit to the City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

This Proposal is hereby submitted on _____, 20__:

Signature

Name and Title [print]

Company Name

Address

City, State, Zip

Phone Number

Email Address

CSLB License # and Expiration Date

DIR Public Works Contractor # and Expiration Date

Attachments:

- A) Cost Proposal Schedule
- B) Bidders Questionnaire
- C) Wage Theft Prevention Certification
- D) Confirmation of Terms of Agreement
- E) Non-Collusion Declaration
- F) Subcontractors List

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

COMPANY NAME: _____

Attachment A

COST SCHEDULE

**ON-CALL ROOF MAINTENANCE SERVICE FEES
INCLUDING TRAVEL TIME**

60 points

Bid Item	Description of Bid Item	Hourly Rate	Comments
1	Laborer Shop Rate for Roofing Maintenance Services– (8:00 a.m. to 5:00 p.m.)	\$	
2	Apprentice Shop Rate for Roofing Maintenance Services – (8:00 a.m. to 5:00 p.m.)	\$	
3	Journeyman Shop Rate for Roofing Maintenance Services - (8:00 a.m. to 5:00 p.m.)	\$	
4	Laborer Overtime Rate for Roofing Maintenance Services- (5:00 p.m. to 8:00 a.m.)	\$	
5	Apprentice Overtime Rate for Roofing Maintenance Services– (5:00 p.m. to 8:00 a.m.)	\$	
6	Journeyman Overtime Rate for Roofing Maintenance Services- (5:00 p.m. to 8:00 a.m.)	\$	
7	Laborer Rate for Saturday, Sunday & Holidays	\$	
8	Apprentice Rate for Saturday, Sunday & Holidays	\$	
9	Journeyman Rate for Saturday, Sunday & Holidays	\$	
Note: Quantities cannot be pre-determined, but shall be on an “as needed” basis. Mark-up on permits, parts and materials may not exceed 10% of Contractor’s cost. Invoices must identify the work performed, cost of labor, parts/materials used, parts/materials cost, and parts/materials mark-up cost.			

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

Attachment B

RESPONSE TO TECHNICAL QUESTIONS FORM ON-CALL ROOF MAINTENANCE SERVICES RFP

40 points

On a separate paper, please provide a brief narrative entitled, “**Attachment B-Response to Technical Questions for On-Call Roof Maintenance Services RFP**,” which answers the questions in Sections 1 through 4 below (*Please include your company’s complete legal name on each page*). **Questions should be answered in a question and answer format. No supplemental information, including marketing material, will be accepted or rated. Technical question response can be up to 12 pages maximum.**

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private. (Up to 15 points)

1. How many years has your organization been in business as a Contractor?
2. Describe your previous experience providing roof maintenance services to like-sized public agencies and/or private companies.
3. Describe the types of roofs your company is prepared to work on.
4. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement.
5. State all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

Section 2: Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients: (Up to 10 points)

1. List three (3) like-sized customers that you have provided ongoing roof maintenance services to within the last three (3) years. Provide the following information for each contact*:
 - a. Customer Name
 - b. Customer Contact Name
 - c. E-Mail Address
 - d. Number of years your firm has provided roof maintenance services to Customer.
 - e. Names of facilities/locations where services have been provided.

*Bidder is responsible for providing a valid contact name and current email address. Bidders not providing proper information could have points deducted from their Section 2 score.

Section 3: Qualifications of Staff to be assigned to provide Roof Maintenance Services at City Facilities. (Up to 5 points)

1. List the following:
 - A. Total number of staff assigned to City of Morgan Hill
 - B. Names and qualifications of key staff including years in the industry and with your firm.
 - C. Number of new hires in the last six months.
2. Briefly describe your employee training program and requirements.

Section 4: Well organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City. (Up to 10 points)

1. Describe the systems your company uses to communicate between supervisors, office staff and field staff. Also describe the systems you use to assign, track, and evaluate work performed by your employees.
2. Describe your existing customer service program, how you would monitor customer satisfaction and how will complaints be resolved. Describe your plan for quality control.
3. Describe your communication plan to assure proper communication between your representative and the City's representative.
4. Describe in detail your Safety Program.

Attachment C

Wage Theft Prevention Bid Certification

All Bidders are expected to have read and understand the “Wage Theft Prevention Policy” adopted on July 26, 2017. <https://www.morganhill.ca.gov/DocumentCenter/View/22921/CP-17-01-Wage-Theft-Prevention>

The undersigned Bidder hereby certifies that Bidder and its principals (One box must be checked) 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

Attachment D

Certification of Acceptance of Terms of Agreement

(To be executed by bidder and submitted with bid)

All Bidders are expected to have read and understand the attached Service Agreement with the City of Morgan Hill. The Bidder/CONTRACTOR selected through the Request for Bids (RFP) process will be expected to execute a formal Agreement with the City of Morgan Hill for the provision of the requested service as set forth in the sample agreement attached to this RFP. Submission of a signed bid proposal will be interpreted to mean CONTRACTOR has agreed to all the terms and conditions set forth in the pages of this RFP and the standard provisions included in the attached Service Agreement. CONTRACTOR must submit all exceptions to this RFP with its bid proposal, clearly identifying the exception, including the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an exception does not obligate the City to revise the terms of this RFP or any resulting Service Agreement. The City will not consider any exceptions that are not identified in the bid proposal.

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

I certify that I have read the form of Agreement provided with the RFP solicitation 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 Bidder to the City as a part of its bid 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].

Signature

Print Name and Title

Company

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

Attachment E

Non-Collusion Declaration

(To be executed by bidder and submitted with bid)

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 not 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 F

Subcontractor List

For each Subcontractor who will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's/Contractor's total Contract Price,¹ the bidder must list a description of the work, the name of the Sub-Contractor, and the location of its place of business

Bidders: Please print legibly. Illegible forms may be rejected.

If no subcontractors will be used, check the "NOT APPLICABLE-NO SUBCONTRACTORS " box below.

☐ **NOT APPLICABLE-NO SUBCONTRACTORS**

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	LOCAL VENDOR YES/NO

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

¹ For roofing or highway construction this requirement applies to any subcontract of \$10,000 or more.

² A Subcontractor is considered local if its principle place of business is within the city limits of Morgan Hill.