



Request for Proposals (RFP) for Professional Services for
Waste Diversion Education and Outreach

RFP Circulation Date:
Tuesday, March 27, 2018

Proposal Submission Deadline:
Friday, May 4, 2018 at 4:00 p.m. PDT

City of Piedmont
C/O Chris Yeager, Assistant Planner
120 Vista Avenue
Piedmont, CA 94611
(510) 420-3067

A. INTRODUCTION:

The City of Piedmont (City) is seeking proposals for professional services to develop and implement a Recycling and Organics Outreach Campaign (Campaign) to achieve and maintain a waste diversion goal consistent with the state goal of 75%.

The City has an 8-year average of 70.5% of waste being diverted from landfills but has seen a slight drop in diverted material since 2014. The City currently has minimal outreach efforts to increase diversion outside of quarterly billing inserts, and efforts undertaken by the franchised waste hauler.

The City operates under an exclusive franchise contract with Richmond Sanitary Services, doing business as Republic Services (Republic). Republic provides solid waste, recycling, and organics collection services to approximately 3,720 single-family customers, as well as 25 commercial and multi-family accounts. The City has executed a new contract with Republic that becomes effective July 1, 2018, at which time the City will assume the primary role in providing public outreach and education to promote recycling and composting.

B. SCOPE OF SERVICES:

Objective

The selected Consultant will develop and execute an ongoing Campaign that enhances and expands on the current public outreach program, and will manage its implementation. Primarily, this Campaign will effectively encourage participation in available waste diversion programs within the Piedmont Unified School District. In addition, the Campaign will encourage waste diversion within single-family, multi-family, and commercial sectors. The selected Consultant may secondarily suggest a focus on source separated recycling and/or organics contamination for potential future campaigns.

The selected Consultant will participate in a “kick-off” meeting with City staff and integral partners and provide a written work plan which may be modified as needed prior to the start of the Campaign. The selected Consultant will meet on a regular basis with the City to examine results and direction. This is an ongoing 10-year Campaign, and the initial term of the Campaign being 12 months with the opportunity for extensions.

1. SERVICES DESIRED:

The following is a preliminary scope of work to be utilized when submitting a response. Focused outreach may include, but is not limited to, the following:

- A. Online Presence – The selected Consultant will utilize a multi-pronged approach to create an online presence for targeted outreach:
 - 1) The selected Consultant will suggest and implement ways to create a recognizable and memorable brand for recycling campaigns within the City.
 - 2) The selected Consultant will suggest revisions to the existing City website as needed, and maintain and update the [Recycling, Organic Waste, and Garbage](#) webpage with various call-to-action messages rotating at least monthly.

- 3) The selected Consultant will make recommendations on the use of social media, exploring the possibility of utilizing Facebook, Twitter, YouTube, Instagram, NextDoor and other online platforms which may increase brand recognition, as well as participation in available recycling and organics programs. The selected Consultant will help develop and advise on relevant social media content for posting.
 - 4) The selected Consultant will make recommendations on creating an online search engine and/or social networking targeted ad campaign as an effective way to create brand recognition as well as driving residents and businesses to the City's webpage.
 - 5) The selected Consultant will provide training to City staff on updating and maintaining the various online resources utilized in the Campaign.
- B. Newspapers – The selected Consultant will facilitate the purchase of advertising space and generate press releases for placement in local hardcopy and online newspaper(s).
 - C. Technical Assistance – The selected Consultant will evaluate recycling and composting behaviors and infrastructure within Piedmont, targeting City facilities, schools, multi-family properties and businesses, to identify areas for improving waste diversion, and make recommendations for new or expanded signage and waste diversion infrastructure.
 - D. Community Engagement – The selected Consultant will recommend and produce public outreach through partnerships with local businesses and community organizations and participate in various community events in an effort to become more prominent in Piedmont. The selected Consultant will evaluate, recommend, and produce additional outreach opportunities in the form of sponsorships, new or expanded signage, giveaways, trainings, and other marketing opportunities.
 - E. Outreach – The selected Consultant will suggest, implement, and produce all outreach material and coordinate with City and Republic staff to create consistent call-to-action messages.
 - F. A formal report containing measured results from the Campaign will be required on a bi-annual basis.

The selected Consultant is encouraged to include any other tasks germane to the stated object of this Campaign for the City's consideration.

2. MINIMUM QUALIFICATIONS OF CONSULTANT:

It is expected that the firm or individual will have experience with public sector projects of similar nature and scope. The successful firm or individual will demonstrate experience with a minimum of three municipally-directed projects pertaining specifically to the public outreach for recycling and diversion programs.

3. INSURANCE REQUIREMENTS:

The firm or individual selected to perform the work will be required to provide the City with the contract insurance and indemnification in the amount shown in the Sample Professional Services Agreement found in Attachment A.

C. THE STATEMENT OF WORK

1. FORMAT AND REQUIRMENTS:

Statement of Work shall be 8-1/2” by 11”, with pages numbered sequentially. One-inch margins shall be provided on all pages. Statements shall be in a 12-point font and may be single or double-spaced. Statements shall be submitted in electronic format using Adobe Acrobat (.pdf).

2. STATEMENT OF WORK CONTENTS:

The Statement of Work shall include the following:

- A. Provide a letter of transmittal identifying the individual or parties, business address, and a contact person and a telephone number (one page maximum).
- B. Describe the firm’s experience with public sector projects of a similar nature and scope. Emphasis should be placed on projects undertaken within the past three years.
- C. Identify all personnel who will be assigned to work on this project. Include brief summaries of their background and experience, as well as the assigned responsibilities for this Campaign.
- D. Identify any sub-consultant and include the same information as described under “C”.
- E. Provide a 1-2 page discussion describing your firm’s approach to developing the indicated Campaign. Detail your strategy and vision for the final deliverables resulting from this Campaign. Describe what you see as unique assets or features of Piedmont’s community and how you will incorporate them into your strategy. Detail how you will demonstrate success and what metrics you will use to measure progress.
- F. Provide a timeline for completion of the Campaign. Any assumptions regarding turnaround time for review should be clearly noted.
- G. Provide an itemization of estimated costs of any campaign material not included in the proposal.
- H. Provide references for your firm’s three most representative projects. Include the following:
 - 1) Name of public agency
 - 2) Name and title of contact person
 - 3) Telephone number of contact person
 - 4) Brief description of the project including start and completion dates and your firm’s role in the project
 - 5) The telephone number and contact names of firms involved in the project.

D. THE PROCESS

1. SUBMITTAL OF THE STATEMENT OF WORK:

The Statement of Work shall be submitted using Adobe Acrobat (.pdf) to Chris Yeager via cyeager@piedmont.ca.gov by no later than **4:00 p.m. on Friday, May 4, 2018**.

2. STATEMENT OF WORK REVIEW:

Statements of Work may be evaluated by a review board of City Staff and other qualified individuals. Submittals will be evaluated according to project understanding by the Consultant, and the qualifications of your firm in providing services of a similar nature and how relevant that experience is to this project. **Selected firms will be notified by May 18, 2018 and shall be interviewed and shall make a mandatory formal presentation to City staff on May 30, 2018.**

3. AWARD:

The top ranked party will be invited to enter into negotiations with City staff on the terms of a Consultant contract, based on a submitted proposal. The negotiations will occur in **early June 2018**. If a satisfactory agreement cannot be negotiated, then the same process will be undertaken with the next highest ranked party on this list until a satisfactory agreement can be reached. **The City reserves the right to not award a contract.** The City anticipates executing a contract in July of 2018 to begin providing services immediately.

The selected Consultant will report to the City of Piedmont Planning Division.

E. CONCLUSION

If you have any questions, or need additional information, please contact Chris Yeager at cyeager@piedmont.ca.gov or 510-420-3067.

CONTRACT

This Contract made [REDACTED] (“Effective Date”), between the City of Piedmont, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, (“City”) and [REDACTED] (“Independent Contractor”).

1. City is a municipal corporation which needs certain services and software as more specifically set forth hereafter.
2. Independent Contractor agrees to provide these services and software to the City under the terms and conditions set forth in this Contract (“Contract”).

3. Services

Independent Contractor shall provide the services as set forth in Exhibit A attached hereto and incorporated herein [OR INSERT OTHER DESCRIPTION OF SERVICES TO BE PROVIDED].

4. Compensation

- a. City will pay the Independent Contractor the lump sum of: [REDACTED] dollars for the services described in Section 3 above. City shall issue payment within 30 days of the satisfactory completion of the services described in Section 3 above.

5. Term

This contract shall begin on the Effective Date. Unless otherwise terminated as provided in this Contract, this Contract shall terminate [REDACTED] from the Effective Date.

6. Contractual Relationship

The parties intend that an independent contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor nor any employees of Independent Contractor are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other cities, persons or entities during the term of the Contract. Independent Contractor shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

7. Indemnity and Hold Harmless

To the fullest extent permitted by law, Independent Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Independent Contractor or its subconsultants), expense and liability of every kind,

nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contact by Independent Contractor or by any individual or entity for whom Independent Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Independent Contractor. Neither termination of this Contractor nor completion of the Services shall release Independent Contractor from its obligations under this Section 7, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion.

8. Insurance

The following minimum levels of insurance coverage shall be provided during the term of this Contract. Prior to the execution of the Contract, Independent Contractor shall provide proof of insurance required. Independent Contractor shall provide City thirty (30) days prior written notice of termination or material change in coverage and ten (10) days prior written notice of cancellation for non-payment.

The City of Piedmont, its Council Members, directors, officers, agents and employees shall be named as additional insured. Independent Contractor shall provide City with an additional insured certificate for each such insurance coverage.

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| A. | <u>Professional Liability Insurance</u> | \$2,000,000 |
| B. | <u>Worker’s Compensation Insurance</u> | Statutory Limits |
| C. | <u>Commercial Automobile Liability Insurance</u> | \$1,000,000 |
| D. | <u>Commercial General Liability Insurance</u> | \$2,000,000 |
- (single limit per occurrence)

Independent Contractor shall notify City within one (1) business day after it has been served or notified of any claim or legal action that in any way involves Independent Contractor, and the City of Piedmont, even if the City is not named in the claim or as a defendant in any legal action, if such notification comes to Independent Contractor from any source other than the City. Independent Contractor shall also promptly provide City, within the same time period set forth in the prior sentence, with copies of any document or information it has regarding such claim or legal action.

9. Assignability

Independent Contractor shall not assign, delegate, or transfer any interest in this agreement nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City.

10. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

11. Notices

Any notices to be sent pursuant to this Contract shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at [REDACTED], or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

12. Governing Law

This Contract shall be governed by the laws of the State of California. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Alameda, State of California.

13. Modification

Any modification of this Contract will be effective only if it is in writing signed by all parties to this Contract.

14. Time is of the Essence

Time is of the essence in the performance of this Contract.

15. Termination

The following provisions shall govern termination under this Contract:

- a. Either party may terminate this Contract for cause as follows:
 - (1) The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violations(s).
 - (2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
 - (3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
 - (4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services, if the terminating party is the City.
- b. Either party may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the other party. In the event of any such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Independent Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion. If

terminated by Independent Contractor, any assignment accepted by Independent Contractor prior to the notice of termination shall be completed if desired by City.

16. Equal Opportunity

Independent Contractor shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, gender, age, religion, national origin, sexual preference, gender identity, marital status, disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and in addition, Independent Contractor must comply with the Americans with Disabilities Act.

17. Compliance with Laws

Independent Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Independent Contractor represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance and approvals which are legally required for Independent Contractor to practice its profession.

18. Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties. In the event of a conflict between the terms set forth in this Contract and the terms set forth in any exhibit to this Contract, the terms of this Contract shall govern over the terms of any exhibit.

19. Ownership of Documents

All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Independent Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Independent Contractor for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Independent Contractor or to any other party. Independent Contractor shall, at Independent Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Independent Contractor are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

20. Licenses

Independent Contractor represents and warrants that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Independent Contractor to practice its profession. Independent Contractor represents and warrants to City that Independent Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Independent Contractor to practice its profession.

21. Waiver

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT:

[INDEPENDENT CONTRACTOR]:

By: _____

By: _____

Mayor

Attest:

John O. Tulloch, City Clerk

Approved as to form and legality:

Michelle Marchetta Kenyon, City Attorney

Chad Herrington, Assistant City Attorney