



735 Pacific Street, Suite A ■ Monterey, CA 93940

Notice Requesting Proposals for PUBLIC OPINION RESEARCH

The City of Monterey is requesting proposals for scientific public opinion research in preparation for a possible revenue ballot measure in November 2018. All proposals must be received electronically via email by March 15, at 2:00 PM, addressed to bouchard@monterey.org. Proposals received after said time will not be considered. However, the City may solicit additional proposals beyond this deadline should fewer than three proposals be received.

An optional pre-proposal teleconference will be held on Thursday, March 8, 2018 at 10:00 AM to answer any questions that the prospective proposers may have regarding the City's request for proposals. Proposers interested in participating in the pre-proposal teleconference should contact Liza Linsao, Executive Assistant at linsao@monterey.org or 831.646.3941 to receive a conference line phone number and password.

Finalist interviews will be held via teleconference the week of March 19th.

Additional information may be obtained by contacting Carol Bouchard at bouchard@monterey.org or 831.646.3958.

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A. DESCRIPTION OF WORK

The City of Monterey is requesting proposals for scientific public opinion research in preparation for a possible revenue ballot measure in November 2018.

Background. In November, 2014, 74% of Monterey City Voters approved a four year, 1% special purpose tax for street infrastructure repair to be used for pavement resurfacing and reconstruction, storm drain repairs, ADA ramps and signals and sidewalk repairs. The goal of the tax was to bring the pavement condition index (PCI) to 67 after 4 years and be able to demonstrate that the City could responsibly carry out the program and use the tax effectively. In November, 2014, it was anticipated that it would take ten years of additional tax revenues to achieve a PCI of 75 that the City could maintain going forward with existing funding sources.

The City of Monterey, like most other public entities in California, faces operating deficits in the near future in order to meet increasing costs to fund the City's retirement liabilities. These increasing costs will make it more difficult for the City to fund other deferred infrastructure needs for our public facilities including the Library, Public Safety buildings, Community Centers and historic City Hall.

At this point, the City is considering a renewal of the special purpose 1% sales tax measure. However, as outlined below, the research should assist in assessing if a different amount (or different revenue source altogether) or general purpose measure would be able to gain needed public support.

Information about the Monterey community, organization and fiscal situation is available on the City web site at www.monterey.org.

WORKSCOPE

The goal of the public opinion research is to assist the City in evaluating the feasibility of a possible revenue ballot measure in November 2018. Accordingly, in providing the City with scientifically valid survey results, the research should assess:

- How does the community feel about the agency and the services it delivers today?
- How does the community feel about the work completed during the last three years on street infrastructure improvements?
- What other programs are most likely to attract voter support? What do voters see as the biggest problems in the community?
- What messages would be most effective in communicating the need for additional resources?
- On the other hand, which service areas are least likely to attract voter support? And what are the reasons why voters would not support an extension of the revenue measure?
- What other revenues would voters most likely support? Likely candidates include sales tax, transient occupancy tax (TOT) or utility users tax. How does support change based on the rate and level of revenue generated?
- Based on the results, is a general or special purpose tax more likely to pass in November 2018?
- For either a special or general purpose measure, is a sunset provision needed? If so, for how long?

A. DESCRIPTION OF WORK

- How will the possible placement of other local or state revenue measures on the November 2018 affect feasibility? For example, there may be an initiative to repeal SB1, the Road Repair and Accountability Act of 2017.
- Other information that will assist the City in assessing the feasibility of a possible revenue ballot measure in November 2018 and conducting any follow-up community education and outreach.

If the City moves forward with placement of a November 2018 revenue ballot measure in July/August 2018, the workscope also includes assistance in developing ballot measure and ordinance language.

COMPLETION DATE

The decision to place a tax measure on the November ballot must be made by August 9, 2018. The last scheduled Council meeting before this deadline is August 7, 2018. Based on this, there is a very short timeframe for community education and outreach. Accordingly, we want to complete the survey and receive an analysis of the results as soon as possible.

B. GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (Proposer) shall meet all of the terms, and conditions of the Request for Proposals (RFP) package. By virtue of its proposal submittal, the Proposer acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be emailed to bouchard@monterey.org as either a PDF (preferred) or Word document.
3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating.
 - b. Scope of coverage and limits.
 - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the Proposer's insurance coverage during proposal evaluation; as discussed under paragraph 11 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section D.

4. **Proposal Cost.** The cost quoted by the Proposer must be entered in figures in the space provided on the Proposal Submittal Form.
5. **Proposal Withdrawal and Opening.** A Proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Assistant Director of Finance for its withdrawal. No proposal received after the time specified or at any place other than that stated in the "Notice Requesting Proposals" will be considered. All proposals are public information and will be made available upon request after contract award.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a Proposer submitting a proposal, or who has quoted prices on materials to such Proposer, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Proposers submitting proposals.
7. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

8. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.

B. GENERAL TERMS AND CONDITIONS

9. **Competency and Responsibility of Proposer.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Proposers. Proposers will provide, in a timely manner, all information that the City deems necessary to make such a decision.
10. **Contract Requirement.** The Proposer to whom award is made (Consultant) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications.
11. **Insurance Requirements.** The Consultant shall provide proof of insurance in the form, coverages and amounts specified in Section E of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
12. **Business License and Tax.** The Consultant must have a valid City of Monterey business license and tax certificate before execution of the contract. Additional information regarding the City's business license and tax program may be obtained by calling 831.646.3903, or on the City's website at <http://www.monterey.org/en-us/departments/finance/businesslicenses.aspx>.

C. SPECIAL TERMS AND CONDITIONS

1. **Proposal Content.** Proposals must include the following information:

Submittal Forms

- a. Proposal submittal summary.
- b. Certificate of insurance.
- c. References from at least three firms for whom you have provided similar services.

Note: For ease of electronic preparation, proposer may prepare their own proposal submittal forms as long as they contain the same information in a similar format.

Qualifications

- d. Experience of your firm in performing similar services.
- e. Resumes of the individuals who would be assigned to this project, including any sub-consultants.

Work Program

- f. Description of your approach to completing the work, including methodology to ensure scientific statistical sampling (ie. Number of contacts).
- g. Tentative schedule by phase and task for completing the work.
- h. Services or data to be provided by the City.
- i. Any other information that would assist us in making this contract award decision.

Compensation

- j. Proposed compensation.

Proposal Length and Copies

- k. Proposals should not exceed 15 pages, including attachments and supplemental materials.
- l. The minimum font size is 11 point, with minimum left and right margins of one-inch, and top and bottom margins of 0.7 inches.
- m. Only one electronic copy of the proposal is required, submitted via email by the closing date and time to bouchard@monterey.org.
- n. Proposals must be submitted as either a PDF (preferred) or Word document.

2. **Proposal Evaluation and Selection.** Proposals will be evaluated by a review committee based on the following criteria:

- a. Understanding of the work required by the City.
- b. Quality, clarity and responsiveness of the proposal.
- c. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City.
- d. Recent experience in successfully performing similar services.
- e. Proposed approach and methodology in completing the work.
- f. References.

C. SPECIAL TERMS AND CONDITIONS

- g. Background and related experience of the specific individuals to be assigned to this project.
- h. Proposed compensation.

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected Consultant, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

3. **Proposal Review and Award Schedule.** The following is an outline of the anticipated schedule for proposal review and contract award:

a.	Issue RFP	2/26
b.	Conduct pre-proposal conference	3/8
c.	Receive proposals	3/15
d.	Complete proposal evaluation	3/21
e.	Conduct finalist interviews (most likely via teleconference)	Week of 3/19
f.	Finalize staff recommendation and award contract	3/29
g.	Execute contract and start work	4/1

4. **Pre-Proposal Teleconference.** An optional pre-proposal teleconference will be held on Thursday, March 8, 2018 at 10:00 AM to answer any questions that the prospective proposers may have regarding the City's request for proposals. Proposers interested in participating in the pre-proposal teleconference should contact Liza Linsao, Executive Assistant, at linsao@monterey.org or 831.646.3941 to receive a conference line phone number and password.
5. **Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of the Consultant as part of the work or services under these specifications shall become the permanent property of the City, and shall be delivered to the City upon request.
6. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Consultant as part of the work or services under these specifications shall be the property of City and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.
7. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Consultant is required to furnish in limited quantities as part of the work or services under these specifications, the Consultant shall provide such additional copies as are requested, and City shall compensate the Consultant for the costs of duplicating of such copies at the Consultant's direct expense.
8. **Attendance at Meetings and Hearings.** As part of the workscope and included in the contract price is attendance by the Consultant at least one public meeting to present and discuss its findings and recommendations. Consultant shall attend as many "working" meetings with staff as necessary in performing workscope tasks.
9. **Alternative Proposals.** The proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's project objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternatives, and discuss under what circumstances the City would prefer one alternative to the

C. SPECIAL TERMS AND CONDITIONS

other(s). If an alternative proposal is submitted, the maximum length of the proposal may be expanded proportionately by the number of alternatives submitted.

D. FORM OF AGREEMENT

CONTRACT FOR PROFESSIONAL SERVICES

Public Opinion Research Agreement

THIS AGREEMENT is executed this ____ day of _____, 201_, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter called "City", and [Name of Consultant], hereinafter called "Consultant".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Scope. Consultant hereby agrees to provide to the City of Monterey, as the scope of services under this Agreement, the following services: [General description of the scope of work], as further described on the following attachments: City's Request for Proposal which outlines the scope of services and work under this contract (attached hereto as Exhibit "A"), and the approved Consultant's Proposal dated [insert date] (attached hereto as Exhibit "B"). In case of any conflict between these documents, the Request for Proposal shall take first precedence over the Consultant's proposal.
2. Timely Work. Consultant shall perform all tasks in a timely fashion, as set forth more specifically in paragraph 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or may agree in writing with Consultant to an extension of time.
3. Term. The work under this Agreement shall commence [Start date of contract] and shall be completed by [End date of contract] unless City grants a written extension of time as forth in paragraph 2 above.
4. Compensation. City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Proposal (Exhibit B), in a total amount not to exceed _____ Thousand Dollars (\$_____.00). Compensation under this Agreement shall become due and payable 30 days after City's approval of Consultant's submission of monthly written invoices to the Assistant Finance Director. Written invoices shall clearly show the account numbers for each project and shall include a copy of timesheets or invoices from sub-consultants. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. Additional Services. In the event that City should request additional services not covered by the terms of this Agreement, said services will be provided by Consultant and paid for by City only after a fee for said services has been agreed upon between Consultant and City project manager and the project manager provides written authorization for the additional work.
6. Schedule for Performing Services. For the project subject to this Agreement, Consultant shall perform the services in accordance with the following phases and/or milestone dates:

D. FORM OF AGREEMENT

[List phases and/or milestone dates or attach Design Schedule as Exhibit "C" to this Agreement to include: specific milestones, funding, design, design review, construction and other deadlines]

7. Staffing Plan. Consultant shall provide City with the names of the key professional personnel assigned to perform the services under this Agreement as well as a general description of the services they will be assigned to perform in Exhibit "D" *Consultant's Staffing Plan*. The plan shall also identify the names and contact information of Consultant's representative(s) authorized to act on their behalf with respect to this Agreement.

8. Subconsultant Plan. If Consultant intends to utilize the services of any subconsultants to perform the services under this Agreement, the names of those subconsultants and a general description of the services they will be assigned to perform shall be attached hereto as Exhibit "E" *Subconsultant Plan*.

9. Meet and Confer. Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.

10. Indemnification. Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City of Monterey), indemnify and hold harmless the City of Monterey and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the negligence, or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, contractors, representatives, patrons, guests or invitees.

Consultant further agrees to indemnify City for damage to or loss of City of Monterey property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

D. FORM OF AGREEMENT

11. Insurance. Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance including but not limited to premises, personal injuries, bodily injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Professional Liability Insurance. Consultant shall maintain in effect throughout the term of this Agreement professional liability insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following City's acceptance of the work.

Commercial automobile liability insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$100,000 per occurrence for employer's liability.

Other Insurance Requirements

- A. All insurance required under this Agreement must be written by an insurance company either:
- admitted to do business in California with a current A.M. Best rating of no less than A:VI;
 - or
 - an insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

- B. Each insurance policy required by this agreement shall be endorsed to state that City of Monterey shall be given notice in writing at least thirty days in advance of any cancellation thereof, except 10-day notice for nonpayment of the premium.
- C. The general liability and auto policies shall:
- Provide an endorsement naming the City of Monterey, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 or ISO 20 37 07 04 or their equivalent.

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- Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the City.
- Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
- Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.

- D. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- E. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
- F. Any deductibles or self-insured retentions must be declared to and approved by the City of Monterey. At the option of the City of Monterey, either: the insured shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Monterey, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City of Monterey guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12. Ownership of Work and Copyrights. Upon completion of the work under this Agreement, ownership, title and copyrights to all materials and deliverables produced as part of this Agreement will automatically be vested in the City and no further agreement will be necessary to transfer ownership to City.

13. Licensing – Standard of Care. Consultant represents as follows: that it is experienced in the professional services and a specialist in the work performed under this Agreement; is duly organized, existing and in good standing under applicable state law; and is properly licensed and/or certified to perform the work specified under this Agreement, including but not limited to possession of a current City business license, and will only employ persons and subconsultants with all required licenses and certifications.

14. Substitution of Consultant Personnel. The key personnel of Consultant or any subconsultants listed in Consultant's proposal or in *Consultant's Staffing Plan* and *Subconsultant Plan* (Exhibits D and E hereto) and assigned to perform the work under this Agreement may not be substituted with or replaced by other personnel or subconsultants without the advance written consent of City.

15. Termination. City may terminate this Agreement upon ten days' written notice.

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The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

16. Agency. In performing the services specified under this Agreement, Consultant is hereby deemed to be an independent Consultant and not an agent or employee of City.

17. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of this Agreement will be effective only if it is in writing signed by both parties hereto.

18. Validity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

19. Assignment of Interest. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which City may terminate this Agreement and be entitled to damages.

20. Conflict of Interest. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

21. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

22. Laws. Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY

CONSULTANT

Mayor or City Manager

Consultant Name

PROPOSAL SUBMITTAL SUMMARY

The Proposer declares that she or he has carefully examined the Request for Proposals, which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

Public Opinion Research	\$
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Certificate of insurance attached; insurance company's A.M. Best rating: _____.

Firm Name and Address

<i>Contact</i>	
<i>Email</i>	<i>Phone</i>

REFERENCES

Number of years engaged in providing the services included within the scope of the Request for proposals under the present business name: _____.

Provide at least three references for services performed by your firm that demonstrate your ability to provide the services included with the workscope. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name	
Contact Individual	
Telephone Number	
Email Address	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2

Customer Name	
Contact Individual	
Telephone Number	
Email Address	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Customer Name	
Contact Individual	
Telephone Number	
Email Address	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	