
City of Santa Maria



REQUEST FOR PROPOSALS

Public Opinion Survey Research and Ballot Measure Polling Services

ISSUING OFFICE: City of Santa Maria
City Manager's Office
110 East Cook Street
Santa Maria, CA 93454

RELEASE DATE:	<u>November 19, 2025</u>
SUBMIT CLARIFICATIONS / QUESTIONS:	<u>December 2, 2025</u>
PROPOSAL DUE DATE:	<u>December 30, 2025</u>
INTERVIEWS OF FIRMS (TENTATIVE):	<u>January 5, 2026</u>
SELECTION:	<u>January 20, 2026</u>
AWARD:	<u>January 21, 2026</u>

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PUBLIC NOTICE

REQUEST FOR PROPOSAL

for

Public Opinion Survey Research and Ballot Measure Polling Services

Notice is hereby given that the City of Santa Maria is requesting proposals from qualified firms to provide public opinion survey research and polling services pertaining to a potential ballot measure on the November 6, 2026 consolidated General Election.

All qualified firms interested in providing these services are invited to submit their proposal. The proposals will be evaluated and ranked according to the criteria provided in Section 2.4 "Selection and Evaluation Factors" of this Request for Proposal.

No late submittals will be accepted. The City may conduct interviews with the top-ranking consultants in order to make a final selection.

The City reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the RFP process, as long as, in the judgment of the City, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the City. Any addenda will be posted on the City's website. Prospective proposers must check the City's website for addenda or other relevant new information during the response period. The City is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued will become a part of this RFP.

If your firm is interested and qualified, please submit an electronic copy of your Proposal through email to drowlands@cityofsantamaria.org and (1) one hard copy of your fee in a sealed envelope to the front counter at the City Manager's Office, 110 East Cook Street by **2:00 p.m. on December 30, 2025.**

City of Santa Maria
Attention: David W. Rowlands
110 East Cook Street
Santa Maria, CA 93454

Interviews of firms may be scheduled the week of January 5, 2026.

If you have any questions about the proposal process, please contact David Rowlands.

**SECTION 1 - INSTRUCTIONS AND
CONDITIONS**

1.1 Project Description

The City of Santa Maria (“City”) is currently seeking a qualified consultant to provide services that will be associated with assessing voters’ attitudes toward City services, and determining if public support exists to adopt an enhanced one-half cent transactions and use tax; Additionally, the consultant would assess voter’s attitudes on a tax on gross rental income paid by property owners for residential, industrial and commercial property rentals. Both taxes would serve to solve the estimated \$25M structural deficit.

The intent of this RFP is to evaluate each interested consultant’s specific qualifications, experiences, and select the best qualified. In addition, all interested consultants shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants and financial resources to carry out the work without delay. The work will be performed according to the attached Agreement for Services.

The City intends to award a contract to the successful consultant for the services offered by that consultant. However, all contracts are subject to approval by the City Manager, and the City reserves the right to not award any such contract at the discretion of the City Manager.

1.2 Information

If your firm is interested and qualified, please submit an electronic copy of your Proposal via email to drowlands@cityofsantamaria.org and (1) one hard copy of the cost proposal in a sealed envelope to:

City of Santa Maria
City Manager’s Office
Attn: David W. Rowlands
110 East Cook Street (USPS)
110 East Cook Street (Delivery, i.e., FedEx or UPS)
Santa Maria, CA 93454

Proposals must be submitted by **2:00 PM on December 30, 2025**, and may not exceed a total of 40 pages single sided or 20 pages double sided, including cover letter and staff résumés. A hard copy of the cost proposal shall be considered a separate submittal.

Unless otherwise directed, all communications regarding this Request for Proposal should be directed to David W. Rowlands, via email at drowlands@cityofsantamaria.org

1.3 Important Notice

The City of Santa Maria will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued, the City will respond accordingly and post online at <https://www.cityofsantamaria.org/bids>. However, it will be the responsibility of each prospective consultant to confirm if necessary, prior to submitting its proposal, to contact David W. Rowlands, City Manager, drowlands@cityofsantamaria.org, with the City of Santa Maria, 110 East Cook Street, Santa Maria, CA 93454, (805) 925-0951 ext. 2392 to determine if addenda were issued, and to make such addenda a part of their proposal.

1.4 Definitions

1. "Agency" refers to the City of Santa Maria, an Agency established under the laws of the State of California.
2. "Days" refers to working days of the City of Santa Maria when used in context with Agency's bid protest procedures.
3. The terms "file" or "submit" refer to the date of receipt by Agency.
4. "Interested party" includes all bidders on the contract or procurement. The term may also include a subconsultant or vendor at any tier who shows that it has a substantial economic interest in a provision of the Request for Proposals (RFP), or of the interpretation of such a provision.
5. "Local" as used herein refers to the County of Santa Barbara and the State of California. When used in conjunction with the phrase "laws and regulations" it is construed to mean only those laws or regulations associated with the provision of public mass transportation and the use of public funds. It is not construed to include the purchasing and/or protest procedures used by either of the aforementioned entities.
6. "Request for Proposal" as used herein, also includes the term "offer" or "RFP" as used in the context of negotiated procurements.
7. "Administrator" or "Manager" as used herein refers to the project manager of the City of Santa Maria.

1.5 Contracting Agency

The City of Santa Maria will administer the contract resulting from this Request for Proposal.

1.6 Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature, whether the same or expressly referred to herein or not.

1.7 Business Tax Certificate

Possession of a City of Santa Maria Business Tax Certificate is not required to submit a proposal in response to this invitation. However, Contractor shall be required to possess, at its own expense, a valid and current City of Santa Maria Business Tax Certificate prior to commencing work. Fee is based on gross receipts for all business transactions in the City of Santa Maria. For additional information, contact the City of Santa Maria at (805) 925-0951 ext. 2422.

1.8 Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals only by written request filed with the City of Santa Maria Project Manager. The request shall be executed by the offeror or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the offeror to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

1.9 Rejection of Proposals

Failure to meet the requirements of the Request for Proposals (RFP) will be cause for rejection of the proposal. The City may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

1.10 Evaluation

Evaluation and selection of statement of qualifications will be based on the qualifications and evaluation criteria outlined in the RFP request. Brochures or other promotional presentations beyond that which is deemed sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary and will not affect the evaluation process.

The City of Santa Maria reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not

limited to, the anticipate initiative and ability of the proposer to perform the services set forth herein.

The City of Santa Maria reserves the right to reject any or all statement of qualifications, to waive any requirements, both the City's and those proposed by the proposer; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for RFP proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; and to evaluate in its absolute discretion, the proposal of each proposer, so as to select the proposer which best serves the requirements of the City, thus providing that the best interest of the City will be served. The proposer's past performance, and the City's assurance that each proposer will provide service as proposed, will be taken into consideration when statement of qualifications are being evaluated.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or the service of any consultant who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposer's submission, or at any point in the evaluation process, including any interview conducted, is grounds for rejection of the proposal. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the submission is material shall be made solely in the exercise of the City's sole discretion. The City expressly reserves the right to reject the proposal of any consultant who is in default on the payment of taxes, licenses, or other monies due the City of Santa Maria.

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a statement of qualifications to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

1.11 Pricing Guidelines

Proposers shall provide proposed fees and cost information in a sealed envelope as a part of this RFP. Fee schedules submitted in response to this RFP shall identify hourly rates and be no higher than the proposer's standard commercial rates for same services. Fees submitted may be used as a basis of negotiation with the successful consultant.

1.12 Proprietary Information

The proposals received shall become the property of the City of Santa Maria and are subject to public disclosure. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the bidder as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or all, of their proposal as exempt from disclosure may be deemed non-responsive.

1.13 Tentative Selection Schedule

Issuance of RFP	November 19, 2025
Question Submission deadline	5:00 p.m., December 2, 2025
Submission deadline	5:00 p.m., December 30, 2025
Interviews of firms (tentative)	Week for January 5, 2026
Award of contract	January 21, 2025 (tentative)

SECTION 2 – PROJECT OVERVIEW

PROJECT OVERVIEW

2.1 Introduction

The City of Santa Maria is seeking proposals from qualified firms to provide facilitator services related to creating the City's strategic planning and setting annual goals

2.2 Term of Contract

The term of the agreement to be determined upon selection of consultant.

2.3 Scope of Work

See Section 4, Attachment A – Scope of Work.

2.4 Selection and Evaluation Criteria

Successful consultants shall be selected by the City of Santa Maria per the evaluation factors outlined below and shall be applied to all eligible responsible and responsive proposers in comparing proposals.

A proposer may be selected without discussion. Therefore, proposals should be submitted on the most favorable terms. The consultant determined to be the most qualified, in the City's sole discretion, shall be based on the following:

1. Quality of Proposal

- Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete.

2. Qualifications & Experience

- Relevant experience, specific qualifications, and expertise in the creation of strategic plans, facilitation, and goal setting

3. Organization & Approach

- Describes familiarity of project and demonstrates understanding of work.
- Roles and Organization of Proposed Team
- Project and Management Approach
- Roles of Key Individuals on the Team

4. Past Experience

- Consultant demonstrates experience with the performance of services within comparable cities for projects similar in nature to those related to this solicitation.

- Consultant demonstrates successful completion of said projects.
- Consultant is familiar with City standards and procedures.

5. Proposal Format and Completeness Attractive, professional appearance. (Cover, internal layout, font type and size, and illustrations/photos)

- Clear, concise, error-free.

6. Pricing

- The proposed project schedule will be evaluated on the firm's proposed pricing.

2.5 Inquiries

Inquiries must be submitted in writing. City shall issue any necessary clarification in writing to all proposers. Proposers should not rely on verbal discussion in lieu of written communication. Failure to adhere to this requirement could render the proposal non-responsive. All inquiries shall be directed to David Rowlands, City of Santa Maria, 110 East Cook Street, Santa Maria, CA 93454, via the City's Website or email at drowlands@cityofsantamaria.org

2.6 Contract Incorporation

Proposer should be aware that the City of Santa Maria's attached "agreement" shall become the actual contract document. The terms and conditions defined in Section 3 are to be used as a basis for a contemplated contract. Any modifications to this recommended sample contract will require prior negotiations and approval of the City. Failure of a proposer to accept this obligation may result in the rejections of its proposal or cancellation of any award.

2.7 Negotiations

The City of Santa Maria reserves the right to negotiate all elements which comprise the proposal to ensure the best possible consideration for all concerned.

2.8 Proposal Format

Proposals must follow the format outlined in Section 4, Attachment B – Proposal Requirements and all requested information must be supplied. Failure to submit a complete Proposal in the required format shall be considered non-responsive.

SECTION 3 - AGREEMENTS
AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT FOR SERVICES

This Agreement is made on [insert text], by and between [insert text], a California Corporation (“Contractor”) and the City of Santa Maria, a California Municipal Corporation and charter city (“City”), in Santa Maria, California, based on the following recitals:

1. [insert text];
2. [insert text];
3. [Insert text].

NOW, THEREFORE, IT IS AGREED:

1. **Recitals true.** The above recitals are true.

2. General.

2.01. Term and Termination. The term of this contract is [insert text], beginning on the date first written above. This contract may be extended by mutual consent of the parties. This contract may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state or federal law. Termination is effective 14 days after deposit of notice as specified in this Agreement.

2.02. Services to be Performed. Contractor shall determine the method, details and means of providing [insert text] services. More specifically, Contractor agrees to perform the specific services listed in Exhibit A.

2.03. City’s Duties. City’s duties under this Agreement are to cooperate with Contractor in the performance of the contract and timely pay invoices.

2.04. Payment. Payment terms under this Agreement are listed in Exhibit B.

2.05. Insurance. Contractor shall provide insurance as listed in Exhibit C.

2.06 Prevailing wage. Where applicable, Contractor shall follow the prevailing wage requirements listed in Exhibit D and applicable law.

2.07 Exhibits. Exhibits “A, B, C, and D are attached and incorporated.

3. Contractor’s Obligations.

3.01. Minimum Amount of Service. Contractor shall devote sufficient time to perform services under this agreement efficiently and effectively. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor’s sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City’s business.

3.02. Tools and Equipment. Except as otherwise stated in this Agreement, Contractor will supply all tools and equipment necessary to perform this Agreement.

3.03. Status. Contractor (including its employees) is an independent contractor. No employer/employee relationship exists between Contractor and the City. Contractor’s assigned personnel shall not be entitled to any benefits payable to employees of the City. The City is not required to make any deductions or withholdings from the compensation payable to Contractor under this agreement

3.04. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys’ fees, court costs and costs of alternative dispute resolution) regardless of nature or

type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Contractor or the acts or omissions of an employee, agent or subcontractor of the Contractor. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

4. Miscellaneous

4.01. Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the CITY and a representative of CONTRACTOR, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

To City:	To Contractor:
Attn. David Rowlands, City Manager	
110 East Cook Street	
Santa Maria, CA 93454	

If the designated Representative or address of either party changes during the term of this agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02. Compliance With Laws, etc. Contractor shall comply with all laws, including but not limited to the rules and policies of the City, in performing this agreement.

4.03. Integration. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.

4.04. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California.

4.05. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of Northern Santa Barbara, State of California.

4.06. Warranty of authority. Each person signing this agreement on behalf of a party warrants that he or she has authority to do so.

4.07. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

4.08. Severability. The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09. Submittals. In addition to any other submittals required by this agreement, Contractor shall submit copies of its current business license and current certificate of workers compensation coverage to the City before beginning work on this project.

4.10 Prevailing Wage. Prevailing Wage. If applicable, Contractor and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at www.dir.ca.gov and is referred to and made a part hereof; the wage

rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein. Further requirements are attached as Exhibit D.

IN WITNESS WHEREOF, this agreement is executed by the parties on the date first written above.

CONTRACTOR CITY OF SANTA MARIA

By: By: _____

APPROVED AS TO FORM:

City Attorney

Risk Manager

EXHIBIT A

SCOPE OF WORK

EXHIBIT B

PAYMENT

I. Progress Authorization

Written authorization to proceed from the City authorizes the Contractor to generate the not-to-exceed cost of [spell out amount] (\$[amount in numbers]) in fees for all work.

II. Invoice procedure.

A. Payment shall be monthly based on the billable charges.

B. The Contractor shall present the bill for charges from the previous month.

C. The Contractor's bill shall be substantiated by appropriate documentation, and include an itemized listing of personnel, subcontractors, and other direct costs incurred.

D. City may withhold payment for disputed work. Payment of fees shall not constitute an acceptance of work.

III. Rates shall be billed according to Contractor's attached fee schedule, up to the not-to-exceed amount. Work Authorized by Change Order/Amendment shall be billed at on a time and materials basis according to the attached fee schedule, unless another payment method is agreed to in writing by the City prior to initiation of work.

IV. If Contractor's response to the City's RFP or RFQ is attached to this agreement, all terms other than those concerning the Contractor's billing rates and scope of work are null and void.

EXHIBIT C

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his/her agents, representatives, or employees. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.
2. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
5. Cyber Liability Insurance, Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

B. Consultant shall maintain limits no less than:

1. General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability - \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory limits.
4. Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
5. Errors and Omissions Liability - \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
6. Cyber Liability- \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

C. Self-insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

D. Other Insurance Provisions

The liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions are used).
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice stating the title of this contract to the City. All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement. Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.
4. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies

regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

F. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT D

PREVAILING WAGE REQUIREMENTS FOR MAINTENANCE WORK, DESIGN AND PRECONSTRUCTION PHASES OF CONSTRUCTION, AND INSTALLATIONS

The terms of this Exhibit apply to all Public Works projects for over \$1,000.

For purposes of this Exhibit, "Public Works" includes any project of a type defined in California Labor Code section 1720 when paid for in whole or in part by public funds. These projects include: construction, alteration, demolition, installation, or repair work done under contract. For purposes of this definition, "construction" includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this definition, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. The CONTRACTOR and any subcontractors shall comply with all applicable State prevailing wage laws, whether included in this agreement or inadvertently omitted, including but not limited to the requirements listed below:

1. Compliance with Prevailing Wage Requirements. Pursuant to California Labor Code sections 1720 through 1861, the CONTRACTOR and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

- 1.1. Copies of such prevailing rate of per diem wages are on file at the City Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The CONTRACTOR and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
- 1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with

the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

2. **Penalties for Violations.** The CONTRACTOR and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under California Labor Code sections 1720 through 1861.

3. **Payroll Records.** The CONTRACTOR and all subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. The CONTRACTOR shall require all subcontractors to also comply with section 1776. The CONTRACTOR and all subcontractors shall furnish records specified in section 1776 on a monthly basis, both to the City and directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. The CONTRACTOR shall ensure its subcontractors prepare and submit payroll records to the City and the DIR as required by this section. The City may require the CONTRACTOR and its subcontractors to prepare and submit records specified in section 1776 to the City and the Labor Commissioner on a weekly basis, at no additional cost to the City.

4. **Apprentices.** The CONTRACTOR and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The CONTRACTOR is responsible for compliance with this section for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n).

5. **Working Hours.** The CONTRACTOR and all subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on CONTRACTORS and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. **Required Provisions for Subcontracts.** The CONTRACTOR shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. **Labor Code Section 1861 Certification.** In accordance with California Labor Code section 3700, the CONTRACTOR is required to secure the payment of compensation of its employees. By signing the Agreement, to which this is an exhibit, the CONTRACTOR certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

8. Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. The City must withhold contract payments from the CONTRACTOR as directed by the DIR, pursuant to California Labor Code section 1727.

9. CONTRACTOR and Subcontractor Registration Requirements. The CONTRACTOR and all subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. CONTRACTOR certifies that the CONTRACTOR has verified that all CONTRACTOR and all subcontractors (if any approved by City) used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5. The CONTRACTOR shall provide proof of registration for themselves and all listed subcontractors to the City at the time of signature of contract and immediately upon any changes or City's request.

10. Stop Order. Where a CONTRACTOR or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered CONTRACTOR or subcontractor on ALL public works until the unregistered CONTRACTOR or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

SECTION 4 – ATTACHMENTS

ATTACHMENT A – SCOPE OF WORK

Project tasks shall include, but are not necessarily limited to, the following described below. If the firm feels that additional tasks are warranted, they must be clearly identified in the firm's proposal. Firms responding to this RFP shall be prepared to deliver services and perform the work necessary to provide the services within the timeline established for the project. The project consists of furnishing all labor, materials, supervision, and travel necessary to complete the tasks outlined below:

Services will be associated with assessing voters' attitudes toward City services, and determining if public support exists to adopt an enhanced one-half cent transactions and use tax. Additionally, assessing voters' attitudes determining if public support exists to adopt a tax on gross rental income for residential and commercial property and the amount of an increase the public would support.

The City has several research objectives to be addressed by the voter polling, the most important of which include:

- determining baseline and informed support for a potential enhancement of the transactions and use tax;
- assessing voters' attitudes to determine if public support exists to adopt a tax on gross rental income paid by property owners for residential, industrial and commercial property rentals;
- determining voter sentiment for support for various terms of said tax, such as another nine years, 15 years, 20 years, or permanently;
- identifying the maximum tax threshold supported by the necessary percentage of Santa Maria voters based on the transactions and use tax tested;
- examining the impact of various statements on voter support for potential revenue measures (arguments 'for' and 'against' the measures), including duration;
- determining and ranking issues of importance to Santa Maria voters;
- assessing spending priorities of voters in the City vis-à-vis the range of publicly provided services in the community;
- collecting demographic information on voters in Santa Maria not already contained in the voter file for profiling and segmentation purposes;
- identifying how best to package the most viable measure so that the necessary percentage of City voters would support that measure; and
- Translating the survey into Spanish and conduct Spanish language interviewing for about 25 to 33 percent of all interviews.

The sample size should yield a 95 percent confidence level and a +/-5 percent accuracy level.

ATTACHMENT B – PROPOSAL REQUIREMENTS

- A. Proposals shall be a maximum of 40 individual pages (i.e. 20 double-sided, 40 single-sided, or a mix thereof for a total of 40 individual pages).
- B. All proposals shall include the following minimum information:
- a. Cover letter of interest. Please include a letter expressing the Consultant's interest in being considered for the project. Include a statement regarding the consultant's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the Consultants and all key project staff during the planning period and proposed schedule designed to meet the City's needs for the project.
 - b. Firm Background. Brief description of your firm's history, capabilities, and target markets.
 - c. Management and Key Staff
Please include information about the specific relevant experience and billing rates for the proposed Project Manager and all other applicable staff. A Project Manager must be designated and must be the principal contact for the City. Information on the experience of the Project Manager (on similar projects) and at least two references for the Project Manager.
 - d. Organization Qualifications. Provide an outline of the organization qualifications indicating relevant background experience and capabilities for this work.
 - e. Project Experience. Please include information describing the Consultant's experience with Strategic Planning for public agencies. Please provide a minimum of five (5) specific examples of the Consultant's relevant experience. At a minimum, the Consultant should provide a list of the most recent projects (within the last five years) for which the Consultant has performed similar services of similar size, scope, and complexity. Include the name, contact person, address, phone number, and/or email of each party for whom the service was provided, as well as the description of the service performed, the dollar amount of the contract, and the date of performance.
 - f. Project Management. Provide a description regarding how work is scheduled, prioritized, and what structures are in place to ensure your firm meets project time lines.
 - g. Scope of Work. A description of methodology, techniques, and procedures for each of the scope of work items with an explanation of how the proposer plans to approach the tasks and the steps that will be taken to complete the task including analytical methods and tools. Proposers must demonstrate that they understand the magnitude and importance of each individual task. If

appropriate, tasks should be organized into phases constituting measurable deliverables. Describe what information you would expect the City to supply.

- h. References. Provide at least three (3) client references with phone numbers for relevant work. Specify the client, location, consultant firm members and participating individuals and their roles on team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed.

Your proposal should elaborate on all services your firm offers, even if not specifically asked for in this RFP. If appropriate, identify the number of staff assigned to each of the service areas and summarize their individual qualifications.

C. Cost Proposal

A cost proposal shall be submitted as a part of this RFP in a separate sealed envelope.

- a. **Total All-Inclusive Not To Exceed Maximum Price:** The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not to exceed price is to contain all direct and indirect costs including all out-of-pocket expenses. Provide a budget for each major milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits, and deliverables. The budget should include a list of anticipated reimbursable expenses with rates charged for each.
- b. **Component Costs:** Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates and number of hours anticipated for each staff level; as well as out-of-pocket expenses such as transportation, meals, communications, and duplication costs. The total of these separate schedule should have a direct relationship to the total all-inclusive maximum price. If applicable, per diem shall be billed at a maximum of the GSA rate and mileage shall be billed at the IRS mileage rate in place at the time of billing. No "mark-up" will be allowed for per diem or mileage nor for direct costs.
- c. **Rates for Additional Professional Services:** If it should be come necessary for the City to request the successful firm to render any additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issues resulting from this engagement, the such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.