#### **Notice Requesting Proposals for**

#### CITYWIDE RESIDENT SATISFACTION SURVEY

The City of San Luis Obispo is requesting sealed proposals for resident satisfaction survey services pursuant to Specification No. 91552. All proposals must be received by the Department of Finance by June 7, 2017 at 3:30 p.m., when they will be opened publicly in the City Hall Council Chambers, 990 Palm Street, San Luis Obispo, CA 93401.

Proposals received after said time will not be considered. To guard against premature opening, each proposal shall be submitted to the Department of Finance in a sealed envelope plainly marked with the proposal title, specification number, bidder name, and time and date of the proposal opening. Proposals shall be submitted using the forms provided in the specification package.

Any questions can be directed to Greg Hermann, Assistant to the City Manager for the Administration Department at (805) 781-7194 or ghermann@slocity.org.

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### Section A DESCRIPTION OF WORK

#### I. Project Description

Approximately 500 completed surveys on resident satisfaction with City services and quality of life will be required for this study, with a desired confidence level of 95% with a standard deviation of  $\pm$ -5%. The results will be analyzed and reported on a citywide and geographic basis, so the residence location of the respondent will need to be determined. If the survey is conducted by phone, it is expected to take  $\pm$ 15 – 20 minutes to complete.

#### II. Scope of Services

The Consultant will design a comprehensive questionnaire, collect data from 500 residents, analyze and interpret the collected results, prepare a draft report for review, a final report, and present the findings at approximately two to three meetings. The Consultant will meet with City staff at designated key points in the assessment process to provide updates and receive feedback.

#### Consultant shall:

- 1. Assist the City in the review and development of appropriate survey questions based on the City's desire to conduct a survey that can be used for comparison purposes both with other similar cities and questions used in previous surveys. Review, comment and recommend changes in wording and/or ordering of survey questions.
- 2. Select a statistically valid and representative (geographically and demographically) sample of residents from the City of San Luis Obispo, ensuring that only residents living within the incorporated boundaries of the City are included.
- 3. Conduct a pretest of the survey (no fewer than 20 complete surveys) to determine any needed changes to the survey instrument to assure the maximum possible response rate and valid responses.
- 4. Conduct a survey of residents in a manner that yields a response of approximately 500 residents of the City.
- 5. Analyze the data collected where both the qualitative and quantitative data is analyzed in a scientifically valid manner.
- 6. Provide the City with a digital file of the draft report. The report should include:
  - a. An executive summary.
  - b. An analysis of the results. This section should include a verbal discussion of the results as well as graphic illustrations of significant findings.
  - c. A comparison, where applicable, to similar questions conducted in our previous survey and/or to previous years. Frequency distributions of responses to all questions and cross tabulations as specified by the City.
  - d. A description of the sampling and survey methodologies.
  - e. Copy of the survey instrument.
  - f. Presentation of survey results appropriate for City leadership and the City Council.

- 7. Present the survey results to City staff.
- 8. After review of the draft report by City staff, submit a digital file of the final report and presentation.
- 9. Present the results of the survey to City leadership and City Council (approx. two to three meetings).
- 10. Provide the City with the following data:
  - a. The collected, raw data in a format that the City can continue to analyze and utilize.
  - b. A tabulation of the outcome of all survey attempts made during the course of the survey (depending on the survey type: undeliverable surveys, number of refusals, business/disconnected numbers, numbers that were busy or not answered after X attempts, and language and other issues).
  - c. Provide the data in a manner that is clear and easy to understand, making use of graphical representations whenever possible.

### Section B GENERAL TERMS AND CONDITIONS

#### PROPOSAL REQUIREMENTS

- 1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal shall meet all of the terms, and conditions of the Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the bidder 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 enclosed in an envelope that shall be sealed and addressed to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. In order to guard against premature opening, the proposal should be clearly labeled with the proposal title, specification number, name of bidder, and date and time of proposal opening. No FAX submittals will be accepted.
- 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 bidder's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section E.

- 4. **Proposal Quotes and Unit Price Extension**. The extension of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum bid shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the proposal total will be corrected to conform to the specified unit price.
- 5. **Proposal Withdrawal and Opening**. A bidder may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the proposals.
- 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 subproposal to a bidder submitting a proposal, or who has quoted prices on materials to such bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.

- 7. **Cooperative Purchasing.** During the term of the contract, the successful bidder will extend all terms and conditions to any other local governmental agencies upon their request. These agencies will issue their own purchase orders, will directly receive goods or services at their place of business, and will be directly billed by the successful bidder.
- 8. **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

- 9. **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.
- 10. **Competency and Responsibility of Bidder.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of bidders. Bidders will provide, in a timely manner, all information that the City deems necessary to make such a decision.
- 11. **Contract Requirement.** The bidder to whom award is made (Contractor) 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.
- 12. **Insurance Requirements.** The Contractor 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.
- 13. **Business License & Tax.** The Contractor must have a valid City of San Luis Obispo business license & tax certificate before execution of the contract. Additional information regarding the City's business tax program may be obtained by calling (805) 781-7134.

#### **CONTRACT PERFORMANCE**

- 14. **Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.
- 15. **Laws to be Observed.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
- 16. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.

- 17. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
- 18. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
- 19. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
- 20. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
- 21. **Immigration Act of 1986.** The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United State pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
- 22. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
- Work Delays. Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
- 24. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment, or services provided by the Contractor (Net 30).
- 25. **Inspection.** The Contractor shall furnish City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.

- 26. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor.
- 27. **Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.
- 28. Hold Harmless and Indemnification. The Contractor agrees to defend, indemnify, protect and hold the City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Contractor's employees, agents or officers that arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the Contractor, and its agents, officers or employees, in the performance of all obligations under this Agreement, and all expenses of investigating and defending against same; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.
- 29. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
- 30. **Termination for Convenience**. The City may terminate all or part of this Agreement for any or no reason at any time by giving 30 days written notice to Contractor. Should the City terminate this Agreement for convenience, the City shall be liable as follows: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten (10) percent of the total purchase price; (b) for custom products, the less of a reasonable price for the raw materials, components work in progress and any finished units on hand or the price per unit reflected on this Agreement. For termination of any services pursuant to this Agreement, the City's liability will be the lesser of a reasonable price for the services rendered prior to termination, or the price for the services reflected on this Agreement. Upon termination notice from the City, Contractor must, unless otherwise directed, cease work and follow the City's directions as to work in progress and finished goods.
- 31. **Termination for Cause.** If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any

and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the terminations thereof.

In said event, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall workscope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.

#### Section C SPECIAL TERMS AND CONDITIONS

1. **Proposal Content.** Your proposal 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.

#### Qualifications

- e. Experience of your firm in performing similar services.
- f. Resumes of the individuals who would be assigned to this project, including any subconsultants.
- g. Standard hourly billing rates for the assigned staff, including any sub-consultants.
- h. Statement and explanation of any instances where your firm has been removed from a project or disqualified from proposing on a project.

#### Work Program

- j. Description of your approach to completing the work.
- k. Tentative schedule by phase and task for completing the work.
- 1. Estimated hours for your staff in performing each major phase of the work, including sub-consultants.
- m. Services or data to be provided by the City.
- n. Any other information that would assist us in making this contract award decision.

#### Compensation

p. Proposed compensation and payment schedule tied to accomplishing key tasks.

#### Proposal Length and Copies

- q. Proposals should not exceed ten pages, not including attachments and supplemental materials.
- r. Two copies of the proposal must be submitted.
- 2. **Proposal Evaluation and Consultant Selection.** Proposals will be evaluated City staff as follows:

#### Phase 1 – Written Proposal Review/Finalist Candidate Selection

The finalist candidate(s) will be selected for follow-up interviews and presentations based on the following criteria as evidenced in their written proposals:

- 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 in completing the work.
- f. References.
- g. Background and experience of the specific individuals to be assigned to this project.

#### Phase 2 - Interviews and Consultant Selection

Finalist candidate(s) will make a presentation to City staff and answer questions about their proposal. The purpose of this second phase is two-fold: to clarify and resolve any outstanding questions or issues about the proposal; and to evaluate the proposer's ability to clearly and concisely present information in person. As part of this second phase of the selection process, finalist candidate(s) will submit proposed compensation costs for the work, including a proposed payment schedule tied to accomplishing key project milestones or tasks. After evaluating the proposals and discussing them further with the finalist(s) or the tentatively selected contractor, the City reserves the right to further negotiate the proposed work scope and/or method and amount of compensation.

Contract award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by the City, including: the written proposal criteria described above; results of background and reference checks; results from the interviews and presentations phase; and proposed 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	5/24/17
b.	Deadline for proposer questions	5/31/17
c.	Responses to material questions posted	6/2/17
c.	Receive proposals	6/7/17
d.	Complete proposal evaluation	6/14/17
e.	Conduct finalist interviews	6/21/17
f.	Finalize staff recommendation	6/23/17
g.	Award contract	6/30/17
h.	Execute contract	7/7/17
i.	Start work	TBD

- 4. **Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of the Contractor 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 demand.
- 5. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Contractor 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 Contractor without the prior written approval of the City.
- 6. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Contractor is required to furnish in limited quantities as part of the work or services under these specifications, the Contractor shall provide such additional copies as are requested, and City shall compensate the Contractor for the costs of duplicating of such copies at the Contractor's direct expense.
- 7. **Required Deliverable Products.** The Contractor will be required to:

- a. Assist the City in the review and development of appropriate survey questions based on the City's desire to conduct a survey that can be used for comparison purposes both with other similar cities and questions used in previous surveys. Review, comment and recommend changes in wording and/or ordering of survey questions.
- b. Select a statistically valid and representative (geographically and demographically) sample of residents from the City of San Luis Obispo, ensuring that only residents living within the incorporated boundaries of the City are included.
- c. Conduct a pretest of the survey (no fewer than 20 complete surveys) to determine any needed changes to the survey instrument to assure the maximum possible response rate and valid responses.
- d. Conduct a survey of residents in a manner that yields a response of approximately 500 residents of the City.
- e. Analyze the data collected where both the qualitative and quantitative data is analyzed in a scientifically valid manner.
- f. Provide the City with a digital file of the draft report. The report should include:
  - 1. An executive summary.
  - 2. An analysis of the results. This section should include a verbal discussion of the results as well as graphic illustrations of significant findings.
  - 3. A comparison, where applicable, to similar questions conducted in our previous survey and/or to previous years. Frequency distributions of responses to all questions and cross tabulations as specified by the City.
  - 4. A description of the sampling and survey methodologies.
  - 5. Copy of the survey instrument.
  - 6. Presentation of survey results appropriate for City leadership and the City Council.
- g. Present the survey results to City staff.
- h. After review of the draft report by City staff, submit a digital file of the final report and presentation.
- i. Present the results of the survey to City leadership and City Council (approx. two to three meetings).
- j. Provide the City with the following data:
  - 1. The collected, raw data in a format that the City can continue to analyze and utilize.
  - 2. A tabulation of the outcome of all survey attempts made during the course of the survey (depending on the survey type: undeliverable surveys, number of refusals, business/disconnected numbers, numbers that were busy or not answered after X attempts, and language and other issues).
  - 3. Provide the data in a manner that is clear and easy to understand, making use of graphical representations whenever possible.

- 11. **Attendance at Meetings and Hearings.** As part of the workscope and included in the contract price is attendance by the Contractor at up to three meetings to present and discuss its findings and recommendations. Contractor shall attend as many "working" meetings with staff as necessary in performing workscope tasks.
- 12. **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 other(s). If an alternative proposal is submitted, the maximum length of the proposal may be expanded proportionately by the number of alternatives submitted.

#### AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on thisday of, by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and [CONTRACTOR'S NAME IN CAPITAL LETTERS], hereinafter referred to as Contractor.
WITNESSETH:
WHEREAS, on [date], City requested proposals for resident satisfaction survey services per Specification No. 91552.
WHEREAS, pursuant to said request, Contractor submitted a proposal that was accepted by City for said services.
NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:
1. <b>TERM</b> . The term of this Agreement shall be from the date this Agreement is made and entered as first written above, until acceptance or completion of said services.
2. <b>INCORPORATION BY REFERENCE</b> . City Specification No. 91552 and Contractor's proposal dated [date], are hereby incorporated in and made a part of this Agreement.

- 3. **CITY'S OBLIGATIONS**. For providing services as specified in this Agreement, City will pay and Contractor shall receive therefor compensation in a total sum not to exceed [\$ .00].
- 4. **CONTRACTOR'S OBLIGATIONS**. For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to do everything required by this Agreement and the said specification incorporated into this Agreement.
- 5. **AMENDMENTS**. Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Manager or duly authorized agent of the City.

incorporated herein by reference, shall agreement, understanding, or represent	EEMENT. This written Agreement, including all writings specifically constitute the complete agreement between the parties hereto. No oration not reduced to writing and specifically incorporated herein shall be coral agreement, understanding, or representation be binding upon the parties.
hereto.	
7. <b>NOTICE</b> . All writted prepaid by registered or certified mail as	n notices to the parties hereto shall be sent by United States mail, postageddressed as follows:
City	City Clerk City of San Luis Obispo 990 Palm Street San Luis Obispo, CA 93401
Contractor	
8. <b>AUTHORITY TO E</b>	XECUTE AGREEMENT. Both City and Contractor do covenant that each
individual executing this agreement on	behalf of each party is a person duly authorized and empowered to execut
Agreements for such party.	
IN WITNESS WHEREOF, the first above written.	e parties hereto have caused this instrument to be executed the day and year
CITY OF SAN LUIS OBISPO, A Muni	cipal Corporation
	By: City Administrative Officer
APPROVED AS TO FORM:	CONTRACTOR
City Attorney	By:

## Section E INSURANCE REQUIREMENTS: Consultant Services

The Contractor 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 Contractor, its agents, representatives, employees, or subcontractors.

#### **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

- 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- 4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

#### Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location 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. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- 4. Errors and Omissions Liability: \$1,000,000 per occurrence.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the contractor's insurance and shall not contribute with it.
- 3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**Verification of Coverage.** Contractor shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

#### PROPOSAL SUBMITTAL FORM

The undersigned declares that she or he has carefully examined Specification No. 91552, 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:

BID ITEM: Citywide Resident Satisfaction Survey

Total Base Price			
Other (provide detail below)			
TOTAL			
Delivery of equipment to the City to be within calendar days after contract execution and written authorization to proceed.			
☐ Certificate of insurance attached; insurance company's A.M. Best rating:			
Firm Name and Address			
Contact Phone			
Signature of Authorized Representative			
Date			

#### **◆** NOTES ON THIS SAMPLE FORM

This is the City's "basic" submittal form, and something like it should accompany all proposals, even if: a combined "description of work/detailed proposal submittal form" (like Sample E) is required; or price information is not requested (like Sample F).

### REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name:				
Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. 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 & FAX number				
Street Address				
City, State, Zip Code				
Description of services provided including contract amount, when provided and link to final report				
Reference No. 2				
Customer Name				
Contact Individual				
Telephone & FAX number				
Street Address				
City, State, Zip Code				
Description of services provided including contract amount, when provided and link to final report				
Reference No. 3				
Customer Name				
Contact Individual				
Telephone & FAX number				
Street Address				
City, State, Zip Code				
Description of services provided including contract amount, when provided and link to final report				

#### STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The bidder shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

■ Do you have any disqualification as described in the above paragraph to declare?				eclare?
		Yes 🗖	No 🗖	
•	If yes, explain the circu	mstances.		
Exec of pe	uted onrjury of the laws of the Stat	e of California	ata, that the foregoing is true and correct.	under penalty
Sign	uture of Authorized Ridder	Papracantativ	 a	