



Notice Requesting Proposals for City of SLO 2024 Parking Rate Study

The City of San Luis Obispo is requesting sealed proposals for a parking rate study for Parking Services.

All firms interested in receiving further correspondence regarding this Request for Proposals (RFP) will be required to complete a free registration using BidSync (<https://www.bidsync.com/bidsync-app-web/vendor/register/Login.xhtml>). All proposals must be received via BidSync by the Department of Finance at or before **5:00 PM December 1, 2023** when they will be opened electronically via BidSync on the proposal end date and time.

The preferred method for bid submission is electronic via BidSync. However, if you wish to submit a paper copy, please submit it in a sealed envelope to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401.

Project packages and additional information may be obtained at the City's BidSync website at www.BidSync.com. Please contact Jennifer Rice, Public Works Deputy Director of Mobility Services at jrice@slocity.org or 805-781-7058 with any questions.

For technical help with BidSync please contact BidSync tech support at 800-990-9339.



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A. INTRODUCTION

The City is requesting proposals from qualified and experienced firms to conduct a comprehensive parking rate study. We are interested in understanding our current parking rates, evaluating the competitiveness of our rates compared to other municipalities of similar size and population and identifying opportunities for revenue optimization.

Existing Infrastructure

The City's Parking Services Program provides on-street and off-street public parking facilities including: five public parking lots downtown, three parking structures, 11 preferential parking permit districts, 55 multi-space pay stations, and over 700 single space parking meters. The Parking Services Program also oversees 15,000 sq. ft. of retail space, 2,100 sq. ft. of office space, and three residential parcels that total 22,000 sq. ft.

Table 1: Downtown on-street parking capacity

On-Street Space Type	Quantity
Unrestricted	50
10-Hour	469
4-Hour	14
2-Hour	513
30-Minute	148
ADA	28
White Curb: Passenger Loading	53
Yellow Curb: Commercial Loading	69
Total	1,344

Table 2: Downtown off-street parking capacity

Off-Street Facility	Quantity
842 Palm Street Garage	415
919 Palm Street Garage	240*
871 Marsh Street Garage	577**
Lot 14 - Palm Street	79
Lot 9 - Monterey Street	25
Lot 10 - Nipomo Street	29
Lot 15 - Monterey Street	12
Total	1,377

EV Charging Stations & Parking

The City of San Luis Obispo continues to improve parking in the Downtown core with new technology including electric vehicle charging stations.

- 98 public charging station ports
- A total of 19 charging spaces are now available including two reserved for vehicles with a valid disabled placard or license plate in the Marsh Street parking structure

Gateless

The City has installed new gateless technology at the 842 Palm Street Structure. The remaining two structures, 919 Palm and 871 Marsh, will be converted Summer/Fall 2024.

Cultural Arts District Parking Structure

The Cultural Arts District Parking Structure will be the City's fourth parking structure. The City broke ground in Spring of 2023 and is anticipated to take two years to complete.

By investing in the Cultural Arts District Parking Structure, the City will:

- Increase downtown's transportation options for community members, including vehicle parking, electric vehicle charging stations, and bike storage.

- Increase public event space downtown.
- Set the stage for a vibrant and pedestrian-friendly Cultural Arts District, including a new SLO Repertory (SLO Rep) Theater.
- Provide safe overnight parking options for downtown residents and provide much-needed parking options for new housing units that are planned for downtown.

When completed, the Cultural Arts Parking Structure will stand at five stories and provide the community with 397 new parking spaces, 41 of which will have electric vehicle (EV) charging stations. The parking structure will be wired to expand EV charging stations in other parking spaces as needed in the future. There will also be 32 bike racks for convenient bike parking.

The structure will be accessible 24 hours a day, seven days a week, and includes short-term and long-term bicycle parking. It will serve residents who live downtown and will also operate DROP (the Downtown Residential Overnight Parking program).

The roof level has been designed to accommodate special events with excellent views of both the Bishop and Cerro San Luis peaks. The outdoor courtyard will serve as a meeting place and provide a pedestrian connection to the Monterey Street corridor. The design team has maximized the use of the site to include the parking structure, SLO Rep Theater, and future housing.

Current and Planned Rates

Current Rates as of July 2023

- Parking structures: \$3 per hour, \$12 maximum daily rate, overnight parking rate (12am to prior to 12am on the next day) \$15
- Two-hour on-street parking in downtown core: \$4 per hour
- 10-hour on-street parking in outer downtown area: \$3 per hour

Future / Planned Rates as of July 2025

- Parking structures: \$3 per hour, \$12 maximum daily rate, overnight parking rate (12am to prior to 12am on the next day) \$15
- Two-hour on-street parking in downtown core: \$5 per hour
- 10-hour on-street parking in outer downtown area: \$3 per hour

Permits and Programs

Commercial Loading Zone Permits

Price: \$60.00 per permit/per year

Commercial Loading Zone Permits are currently \$60 for each permit and expire on October 31 each calendar year.

Monthly Street Parking Permit (10-hour Meter Permit)

Price: \$60/month and \$180/quarter

This permit provides downtown employees access to reduced rate parking at all 10-Hour metered areas. Each permit allows up to 10 hours of parking at the 10-Hour metered areas for a vehicle displaying a valid pass. Vehicles must relocate to another 10-Hour metered spaces for additional time each day.

The permits are available five (5) business days prior to the first of the month and/or quarter.

Downtown Business Parking Validation

Businesses can purchase validation tickets or codes (100 for \$200). Each validation ticket is equivalent to 1 hour of parking. This is a 33% savings on the hourly rates.

Validation tickets are a way to provide parking validation for downtown customers (or staff) in any of the three downtown parking structures (842 Palm, 919 Palm, 871 Marsh) and at select pay stations for on-street parking.

Quarterly Parking Pass for Employees (PROX Card Pass)

Price: \$255/quarter

This pass provides daily access with access to either the 842 Palm or 871 Marsh Parking Structures. Each pass provides unrestricted access for one vehicle between the hours of 6:00 am – 12:00 am.

Residential Overnight Parking (DROP PROX Card Pass)

Price: \$375 per quarter

The City provides an overnight parking option for downtown residents only. Participants of this program are allowed unlimited use of either the 842 Palm or 871 Marsh Parking Structures. The cost is \$375/Quarter, and all applicants must provide proof of downtown residency.

Preferential Parking District Permit

Price: \$20 per year

The City manages 13 Preferential Parking District which ensure that residents are able to find adequate parking in the area they reside. Qualified properties are provided 2 parking permits per address at an annual cost of \$20 per permit. Roughly 900 properties are currently eligible to participate in the program.

Downtown Special Event and Construction Parking Permit

Price: \$20 per space per day

This permit allows the public to reserve a parking space for a special event or construction project.

Park Local Pilot Program Permit

Price: No charge

The Park Local Pilot Program allows San Luis Obispo County residents to have one hour of free parking in downtown structures once they register to participate in the program. The City created the program to make certain that residents continue to have reasonably priced parking options to encourage downtown visits and support local businesses.

B. SCOPE OF WORK

The City is looking for a reputable vendor to perform a thorough analysis of the parking permit and hourly parking rates. The goal of this study is to provide valuable insights in order to make informed decisions about our parking rate structure, ensuring it aligns with the needs of our customers while optimizing our revenue generation.

1. Project Coordination

The Consultant will work closely with the Parking Services Division throughout all phases of the project and the completion of the scope of services. Regular project management meetings with municipal staff will be expected throughout the project.

2. Customer Outreach

The consultant shall propose a methodology for surveying and/or interviewing business owners, employees, residents, visitors, developers, stakeholders, and municipal staff to determine parking needs. The survey shall be used to identify needs, concerns, experiences, and issues with the current parking conditions in downtown San Luis Obispo. The process shall have several response opportunities, to reach a broad cross-section of respondents.

3. Update Inventory of Existing Parking

The City completed an inventory of existing parking in spring 2023. The consultant should update that inventory as necessary to ensure that the inventory contains a block-by-block inventory within the study area (Exhibit B) with the following: on-street parking spaces (number, location, time limit, and hours of service), public and private parking lot spaces (number, location, time limit, and hours of service), residential parking, loading zones, and accessible parking. Final reports shall include this data presented on a GIS-based map and spreadsheets.

4. Parking Usage and Observations Analysis

The study area shall be examined at different times of the day and days of the week to provide insight into changing dynamics in the parking demand of downtown San Luis Obispo and to determine average and peak occupancy, average turnover, and average parking durations. Areas of interest include determining peak demands and periods of the day when parking is at low demand and peak demand; identifying areas of perceived parking space shortages, and surpluses; identifying on-street parking spaces that are non-conforming with by-laws and legislation; identifying underutilized private lots that could potentially provide additional parking in high volume parking areas; identify, where appropriate areas for increased and/or improved pedestrian connectivity and walkability, including areas for bicycle and pedestrian amenities; identify where new parking spaces could be relocated to comply with accessibility standards and other applicable provincial and federal laws. Relevant by-laws such as restrictions to Winter overnight parking, parking ratios required for new development and front yard parking set-back requirements should be reviewed.

5. Assessment of Existing and Future Demand

Assess the demand for parking within the study area and evaluate the demand to current inventory; project new demand based on current land use ordinances and projected business and residential growth. Evaluate parking standards in current land use ordinances. Identify parking solutions to account for projected changes and/or growth in the study area.

6. Evaluate Various Scenarios

The Consultant shall evaluate various scenarios including, but not limited to the below list. Additional scenarios may be added as a result of community outreach.

1. Evaluate elimination of charging on-street 6PM – 9PM
2. Evaluate adjustments to the paid parking hours on Sunday
3. Evaluate elimination of Parks Local Program, and reverting to offering 1 hour free for everyone
4. Evaluate deferring future approved rate increases
5. Evaluate rates specifically for new Cultural Arts District Parking Structure
6. Evaluate block time payments
7. Evaluate tier-based parking pricing
8. Evaluate demand-based parking pricing
9. Evaluate daily parking bundles
10. Evaluate maximum daily rates in the structures to incentivize longer term parking
11. Evaluate permit parking fees (downtown as well as preferential parking districts)
12. Evaluate the current validation program and possible improvements
13. Evaluate impacts of changes to the grace periods for enforcement

14. Evaluate the costs and benefits of user experience enhancement options including but not limited to:
 - a. License Plate Recognition auto billing in the structures
 - b. Reduction in the number of supported mobile apps
 - c. Signage and communication options

7. Identify Parking Priorities and Recommendations

Develop parking priorities and recommendations to help address community and downtown parking concerns. A phased implementation plan to meet current and future parking needs shall be included. Recommended strategies may include, but are not limited to:

- Public-private partnerships, including the creation of license agreements/memorandums of understanding for public use of private off-street parking lots and other innovative and creative parking solutions.
- Bicycle and pedestrian connectivity improvement, including signage, wayfinding, and lighting recommendations.
- Land use ordinance amendments, such as changes to parking standards and parking in-lieu fees.
- Changes to public parking supply and locations, including establishing peripheral parking and repurposing existing parking spots where appropriate.
- Programs and initiatives such as educational, informational and/or marketing materials for local businesses and residents, rideshare and bikeshare programs, park and walk initiatives, employee and user incentives, parking demand management, and enforcement.
- Programs to increase ease/convenience to the user while also saving costs on administrative processes.
- Employee specific parking programs, considering both full and part time employees, late night employees, location/security of parking areas.

8. Final Report

The tasks above will be combined into a final report documenting the project.

Deliverables:

- Review the public parking needs of the community.
- Collect data and present it in a graphical and spreadsheet format. A map/inventory of downtown parking shall be developed illustrating current parking spaces in the study area including the location of handicap spaces and drop-off/loading spaces, public vs. private status and time regulations of public parking spaces.
- The survey of utilization and use patterns shall be tabulated and illustrated with graphics.
- Create a set of performance measurements for tracking the success of the program.
- Evaluate various scenarios as described.
- Conduct community consultation with groups as identified including the public, staff, Council, municipal advisory committees, and community groups.
- Attend and participate in meetings with Parking Services and provide timely, accurate, and reliable information.
- Develop a Parking Rate Study report, summarizing study findings and recommendations. A draft shall be prepared for stakeholder review, and a final version shall be submitted to Parking Services in electronic form, along with all original files and data developed and used as part of this study.

C. PROJECT SCHEDULE

Preliminary Schedule	
Begin Study	• January 2023
Final Rate Study	• March 2023

E. GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (bidder) shall meet all the terms, and conditions of the Request for Proposals (RFP) project 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 submitted electronically via BidSync. However, if you can't submit electronic please send your bid copy in a sealed envelope to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. To guard against premature opening, the proposal should be clearly labeled with the proposal title, project 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 as the primary submitter 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 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. **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.
9. **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.
10. **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. The contract shall be made in the form adopted by the City and incorporated in these specifications.

CONTRACT PERFORMANCE

11. The City's contract terms and conditions that Contractor will be expected to execute and be bound by are attached hereto as Exhibit A.

F. SPECIAL TERMS AND CONDITIONS

1. **Contract Award.** Subject to the reservations set forth in Paragraph 9 of Section E (General Terms and Conditions) of these specifications, the contract will be awarded to the lowest responsible, responsive proposer.
2. **Sales Tax Reimbursement.**
For sales occurring within the City of San Luis Obispo, the City receives sales tax revenues. Therefore, for bids from retail firms located in the City at the time of proposal closing for which sales tax is allocated to the City, 1% of the taxable amount of the bid will be deducted from the proposal by the City in calculating and determining the lowest responsible, responsive proposer.
3. **Labor Actions.**
In the event that the successful proposer is experiencing a labor action at the time of contract award (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said proposer is no longer the lowest responsible, responsive proposer and to accept the next acceptable low proposal from a proposer that is not experiencing a labor action, and to declare it to be the lowest responsible, responsive proposer.
4. **Failure to Accept Contract.**
The following will occur if the proposer to whom the award is made (Contractor) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a proposer's bond or security is required; and an award may be made to the next lowest responsible, responsive proposer who shall fulfill every stipulation as if it were the party to whom the first award was made.
5. **Contract Term.**
The supplies or services identified in this specification will be used by the City until completion of said services but not to exceed one year from the date of contract execution. The prices quoted for these items must be valid for the entire period indicated above unless otherwise conditioned by the proposer in its proposal.
6. **Contract Extension.**
The term of the contract may be extended by mutual consent for an additional one-year, and annually thereafter, for a total of four years.
7. **Supplemental Purchases**
Supplemental purchases may be made from the successful proposer during the contract term in addition to the items listed in the Detail Proposal Submittal Form. For these supplemental purchases, the proposer shall not offer prices to the City in excess of the amounts offered to other similar customers for the same item. If the proposer is willing to offer the City a standard discount on all supplemental purchases from its generally prevailing or published price structure during the contract term, this offer and the amount of discount on a percentage basis should be provided with the proposal submittal.
8. **Contractor Invoices.**
The Contractor may deliver either a monthly invoice to the City with attached copies of detail invoices as supporting detail, or in one lump-sum upon completion.

- 9 **Non-Exclusive Contract.** The City reserves the right to purchase the items listed in the Detail Proposal Submittal Form, as well as any supplemental items, from other vendors during the contract term.
10. **Unrestrictive Brand Names.** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for any brand that meets or exceeds the quality of the specifications given for any item. In the event an alternate brand name is proposed, supplemental documentation shall be provided demonstrating that the alternate brand name meets or exceeds the requirements specified herein. The burden of proof as to the suitability of any proposed alternatives is upon the proposer, and the City shall be the sole judge in making this determination.
11. **Delivery.** Prices quoted for all supplies or equipment to be provided under the terms and conditions of this RFP package shall include delivery charges, to be delivered F.O.B. San Luis Obispo by the successful proposer and received by the City within 90 days after authorization to proceed by the City.
12. **Start and Completion of Work.** Work on this project shall begin immediately after contract execution and shall be completed within 90 calendar days thereafter, unless otherwise negotiated with City by mutual agreement.
13. **Change in Work.** The City reserves the right to change quantities of any item after contract award. If the total quantity of any changed item varies by 25% or less, there shall be no change in the agreed upon unit price for that item. Unit pricing for any quantity changes per item in excess of 25% shall be subject to negotiation with the Contractor.
14. **Submittal of References.** Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.
15. **Statement of Contract Disqualifications.** Each proposer shall submit a statement regarding any past governmental agency bidding or contract disqualifications on the form provided in the RFP package.

PROPOSAL CONTENT

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

- d. Experience of your firm and those of sub-consultants in performing work and projects relevant to the Scope of Services outlined and described in the request.
- e. Resumes of the individuals who would be assigned to this project, including any sub-consultants, with their corollary experience highlighted and specific roles in this project clearly described.
- f. Standard hourly billing rates for the assigned staff, including any sub-consultants.
- g. Statement and explanation of any instances where your firm or sub-consultant has been removed from a project or disqualified from proposing on a project.
- h. Must have experience conducting parking studies in communities of comparable or larger size and scope to San Luis Obispo. The proposer must demonstrate capabilities in providing these services to similarly sized communities and the ability to work creatively with key stakeholders.
- i. Must have been in business providing parking studies for a minimum of four years. The proposer must have provided parking studies in other communities and demonstrated this through its proposal.

Work Program

- j. Detailed description of your approach to completing the work.
- k. Detailed schedule by task and sub-task for completing the work.
- l. Estimated hours for your staff in performing each phase and task of the work, including sub-consultants, so we can clearly see who will be doing what work, and how much time it will take.
- m. Detailed budget by task and sub-task for completing the work.
- n. Services or data to be provided by the City.
- o. Services and deliverables provided by the Consultant(s).
- p. Any other information that would assist us in making this contract award decision.
- q. Description of assumptions critical to development of the response which may impact cost or scope.

Requested Changes to Terms and Conditions

- r. ***The City desires to begin work soon after selecting the preferred Consultant and expects the Consultant to execute the City's contract and all of the terms therein, as set forth in Exhibit A.*** To expedite the contracting process, each submittal shall include requested redlined changes to terms and conditions, if necessary. Please be advised that Consultant's requested changes to the City's terms and conditions will be considered by City staff when scoring and determining the competency and responsibility of the proposer.

Proposal Length

- s. Proposal length should only be as long as required to be responsive to the RFP, including attachments and supplemental materials.
2. **Proposal Evaluation and Selection.** Proposals will be evaluated by a review committee and evaluated 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 team experience in successfully performing similar services.
 - e. Creativity of the proposed approach in completing the work.
 - f. Value
 - g. Writing skills.
 - h. References.
 - i. Background and experience of the specific individuals managing and assigned to this project.
 - j. The ability to deliver the study within the specified timeline.

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 contractor, 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	11/10/23
b.	Receive proposals	12/1/23
c.	Complete proposal evaluations	12/15/23
d.	Execute contract	12/20/23
e.	Start work	1/15/24
f.	Complete work	3/15/24

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 the 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 provide:

a. One electronic submission - digital-ready original .pdf of all final documents. If you wish to file a paper copy, please submit in sealed envelope to the address provided in the RFP.

b. Corresponding computer files compatible with the following programs whenever possible unless otherwise directed by the project manager:

Word Processing:	MS Word
Spreadsheets:	MS Excel
Desktop Publishing:	InDesign
Virtual Models:	Sketch Up
Digital Maps:	Geodatabase shape files in State Plan Coordinate System as specified by City GIS staff

c. City staff will review any documents or materials provided by the Contractor and, where necessary, the Contractor will be required to respond to staff comments and make such changes as deemed appropriate.

ALTERNATIVE PROPOSALS

8. **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 alternative and discuss under what circumstances the City would prefer one alternative to the other(s).

9. **Attendance at Meetings and Hearings.** As part of the workscope and included in the contract price is attendance by the Contractor at up to [number] public meetings to present and discuss its findings and recommendations. Contractor shall attend as many "working" meetings with staff as necessary in performing work-scope tasks.

10. **Accuracy of Specifications.** The specifications for this project are believed by the City to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Bidders are cautioned to undertake an independent analysis of any test results in the specifications, as City does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the bidder and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the plans and specifications that could easily have been ascertained by examining either the project site or accurate test data in the City's possession. Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of bidder to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the bidder. An ambiguity or defect shall be considered patent if it is of such a nature that the bidder, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify City in writing of specification or plan defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the City shall not be

liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided there for in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or any other matter whatsoever, Contractor shall immediately notify the City in writing, and the Contractor and all subcontractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of contractor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

SECTION H: INSURANCE REQUIREMENTS

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.

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 of \$2,000,000.
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.

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, official, 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.

SECTION I: PROPOSAL SUBMITTAL FORM - SAMPLE

The undersigned declares that she or he:

- Has carefully examined this RFP, which is hereby made a part of this proposal.
- Is thoroughly familiar with its contents.
- Is authorized to represent the proposing firm.
- Agrees to perform the work as set forth in this proposal.

BID ITEM:

Total Base Price	
Sales tax []	
Other	
TOTAL	\$

Certificate of insurance attached; insurance company's A.M. Best rating: _____.

Firm Name and Address

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

Signature of Authorized Representative

<i>Date</i>

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:

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

Reference No. 2:

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

Reference No. 3

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

EXHIBIT A: FORM OF AGREEMENT

**CITY OF SAN LUIS OBISPO
AGREEMENT**

This Agreement is made and entered into in the City of San Luis Obispo on _____, by and between the City of San Luis Obispo, a municipal corporation, hereinafter referred to as City, and _____, hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, the City wishes to [____]; and

WHEREAS, [____] is qualified to perform this type of service and has submitted a proposal to do so which has been accepted by City.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until [date], or upon acceptance and completion of said Services, whichever occurs sooner.
2. **INCORPORATION BY REFERENCE.** The City of SLO Parking Rate Study 2024 RFP and Consultant's proposal dated [date] are hereby incorporated in and made a part of this Agreement, attached as Exhibit A.; To the extent that there are any conflicts between the Consultant's fees and scope of work and the City's terms and conditions as stated herein, the City's terms and conditions shall prevail unless specifically agreed otherwise in writing signed by both Parties.
3. **CITY'S OBLIGATIONS.** For providing services as specified in this Agreement, and upon receipt of an invoice, City will pay and Contractor shall receive therefor compensation of [_____].
4. **CONSULTANT'S/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 specifications set forth in Exhibit A.
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.
6. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically

incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.

- 7. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

City

City of San Luis Obispo
990 Palm Street
San Luis Obispo, CA 93401
Attn: [_____]

Consultant

- 8. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that everyone executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF SAN LUIS OBISPO:

By: _____
City Manager

APPROVED AS TO FORM:

CONSULTANT:

City Attorney

By: _____
Name of CAO / President
Its: CAO / President