



## Notice Requesting Proposals for Access and Parking Management Plan Update (Parking-2021-2)

The City of San Luis Obispo is requesting sealed proposals for services associated with the updating of the City's Access and Parking Management Plan.

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 **March 2, 2022** when they will be opened publicly in the City Hall Conference Hearing Room, 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](http://www.BidSync.com). Please contact **Gaven Hussey, Parking Services Manager, at ghussey@slocity.org** with any questions. Responses to questions will be uploaded to BidSync.

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



The City of San Luis Obispo is committed to including disabled persons in all of our services, programs and activities. Telecommunications Device for the Deaf (805) 781-7410.

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## SECTION A. INTRODUCTION

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The City is seeking a comprehensive update to the City's Access and Parking Management Plan (APMP) which serves as the guiding document for the City's Parking Services Program. The current APMP was adopted in July 2001 and last amended it in 2011 (See Appendix A). The City now desires to update this Plan to reflect updated/new access and parking management goals that incorporates current industry leading parking programs and best practices.

The updated plan will provide policy direction and guidance to City Leadership, City staff, property owners, and businesses to move toward a holistic and systemic approach to parking and mobility. To that end, the updated Plan must align with other plans adopted by the City including the Active Transportation Plan (See Appendix B), the Downtown Concept Plan (See Appendix C), and the General Plan's Circulation Element (See Appendix D).

### **Background**

In 1947, the City of San Luis Obispo introduced paid parking and parking meters. In 1975, the Parking Enterprise Fund was established to account for parking revenues and expenditures separate from the General Fund. The main management and enforcement of parking was moved from the Police Department to Public Works Department in the 1980s. Since that time the management, operation, and substantial enforcement of parking has been its own program in the department. The mission of the Parking Services Program is to provide equitable and high-quality parking services to the community members, visitors, and businesses in the City of San Luis Obispo.

### **Parking Services Major Functions**

The Parking Services Program is principally a vertically integrated program with all of the major functions listed below performed almost entirely by in-house employees. The Program performs five major functions: (1) compliance and enforcement, (2) revenue management, (3) maintenance, (4) structure operations, and (5) parking management and demand reduction. The Parking Services Program's administrative staffs have a relatively wide range of duties whereby one employee will be involved in several of the major functions described above. The purpose of the major functions of the Parking Services Division is to implement the Parking Management goals, policies, and actions set forth in the Access and Parking Management Plan.

#### Compliance and enforcement

Compliance and enforcement is comprised of patrolling of on-street and off-street parking including the downtown, residential permit districts, Railroad Square district, and the overall city as well as the issuance of citations. Compliance and enforcement is currently accomplished by three full-time Parking Enforcement Officers and two part-time Parking Enforcement Officers. Aside from compliance and enforcement, Parking Enforcement Officers duties also include patrolling parking structures and assisting the public with parking and non-parking related issues.

#### Revenue management

Revenue management refers to the collection and adjustment of fees and fines pertaining to parking meters, citations, parking permit sales, and lease payments. These functions are currently performed by various Program employees and an outside contractor.

### Maintenance

Maintenance refers to any and all repairs that may occur during the lifetime of parking meters and parking structures including janitorial maintenance.

### Structure operations

Structure operations refer to all functions involved in operation of City parking structures including collection of fees, scheduling of staff, equipment maintenance, elevator maintenance, deck sweeping, janitorial services, landscape maintenance, and various other functions.

### Parking management and demand reduction

Parking management and demand reduction refers to development and implementation of strategies for the use of existing and future parking spaces including the management of shared parking in city-owned parking structures. Parking management and demand reduction is handled primarily by the Parking Services Manager through inter-departmental coordination. Parking management and demand reduction is different from the other major functions in that it focuses on the development of new parking strategies while the former four major functions focus on implementation of existing parking strategies.

### **Existing Conditions**

Parking Services Program is responsible for on-street and off-street public parking facilities including: 5 public parking lots downtown, 3 parking structures, 11 residential parking permit districts, 49 multi-space pay stations, and over 1,100 single space parking meters. 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.

### **Future Development in the Downtown Area**

The City is currently in the process of developing the fourth public parking structure on the corners of Palm Street, Nipomo Street, and Monterey Street where the surface parking lot #14 is located. Site work is scheduled to begin in Fiscal Year (FY) 2022-23 with vertical construction beginning in FY 2023-24. The structure is designed to be 416 spaces and is anticipated to assist with the implementation of the Downtown Concept Plan, creating a more Active Transportation oriented downtown area.

### **Access and Parking Management Plan (APMP) Objectives**

The City wishes to develop a APMP that incorporates the vision of other transportation related planning documents and develop parking strategies that addresses the City's current needs as we transition to our future goals. It is important for the City to lead by example in an inclusive manner, and the updated APMP will play an important role in achieving these objectives with focus on sustainable and alternate transportation methods.

## **SECTION B. SCOPE OF WORK**

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The City has developed a detailed Scope of Work (SOW), shown below, but welcome the consultant's vision and input to provide a more robust access and parking strategy.

- 1) Project Management
  - a) Kickoff meeting
  - b) Monthly project team meetings
  - c) Monthly project updates

- 2) Public Outreach for Plan Updates
    - a) Create Ad Hoc Committee of stakeholder representatives including but not limited to representatives from the following groups:
      - i) Downtown SLO (Business Improvement Association)
      - ii) Chamber of Commerce
      - iii) Active Transportation and Transit Advocates
      - iv) Resident groups/Concerned Citizens
      - v) Active Transportation Committee
      - vi) Mass Transit Committee
      - vii) Human Relations Commission
    - b) 3 – 5 Ad Hoc Committee meetings
    - c) 1 Planning Commission Meeting
    - d) 2 Active Transportation Committee Meetings
    - e) 1 City Council Workshops
    - f) Final approval from Planning Commission and City Council (1 – 2 meeting each)
    - g) Perform a parking survey and provide recommendations
      - i) Work with City staff, including the communications team to attain a viable sample size representative of key stakeholders affected by City parking operations; downtown businesses (owners/employees), City residents, tourists, students etc.
      - ii) Determine stakeholder understanding of City parking operations and priorities for the future.
  - 3) Analysis of Existing Resources and Utilization Rates
    - a) Determine existing supply and utilization
    - b) Document existing parking programs
    - c) Document existing mobility and access system, including gaps and needs
    - d) Update on progress/accomplishments of previous plan
    - e) Document existing parking marketing materials/methods and determine effectiveness
    - f) Prepare existing conditions report
  - 4) Identification of Case Studies
    - a) Best programs and practices for commercial districts
    - b) Best programs and practices for mixed used districts
    - c) Best program and practices for residential areas
    - d) Best program and practices for transition areas (i.e., areas where commercial, mixed use and residential zones converge)
  - 5) Development of Vision, Goals, and Policies consistent with existing City Policies and Goals
    - a) Vision – Describes the desired outcome of the new plan
    - b) Goals – Key elements needed to achieve the vision
    - c) Policies – Provide policy direction to address parking issues
  - 6) Forecasting Operational Requirements
    - a) Future parking and access demand
    - b) Provide parking demand reduction strategies
    - c) Determine future parking supply needs
    - d) Determine mobility and access improvements and programs, including curbside management
    - e) Identify parking and access triggers to implement improvements and programs
    - f) Prepare financial projections of both revenues and costs
    - g) Prepare future conditions report
  - 7) Development of Strategies and Actions
    - a) Strategies – Areas of focus to achieve each goal
    - b) Actions – Specific actions to implement the strategies
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- 8) Implementation and Measurement of Success
  - a) Develop Priorities – When will the actions occur, anticipated lead times and in what order
  - b) Define how the actions will be accomplished
  - c) Define who will be responsible for implementing strategies and actions and who will play a support role
  - d) Identify needed resources, staff time, costs, etc.
  - e) Define how success will be measured and how it will be reported
- 9) Deliverables, Drafts, and Final Document
  - a) Prepare administrative review document and submit to City for review
  - b) Update administrative review document based on City comments
  - c) Submit draft document for review and approval by Planning Commission
  - d) Submit final draft document for review and approval by City Council
  - e) Submit final City Council approved document

**SECTION C. PROJECT SCHEDULE**

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| Preliminary Schedule    | Tasks                                                                                          |
|-------------------------|------------------------------------------------------------------------------------------------|
| Ongoing                 | Project Management                                                                             |
| Beginning in March 2022 | Public Outreach                                                                                |
| March-April 2022        | Existing Conditions                                                                            |
| May 2022                | Development of Goals and Policies                                                              |
| May-June 2022           | Determining Future Conditions                                                                  |
| June 2022               | Development of Strategies and Actions                                                          |
| Summer 2022             | Planning Commission Meeting, Active Transportation Committee Meeting and City Council Workshop |
| June-July 2022          | Draft Document                                                                                 |
| July 2022               | Final Document                                                                                 |
| Fall 2022               | Presentation of Final Plan to Planning Commission and City Council                             |

**SECTION D. PROJECT BUDGET**

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San Luis Obispo City Council has approved a not-to-exceed budget of \$100,000, including contingencies, for the Plan update. Optional tasks may be proposed but must stay within budget.

**SECTION E. GENERAL TERMS AND CONDITIONS**

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**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 electronically, 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 11 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section I.

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). 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 permitted. 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 F 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 fourteen (14) 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.

## CONTRACT PERFORMANCE

11. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverages and amounts specified in Section H of these specifications.
12. **Business License & Tax.** The Contractor must have a valid City of San Luis Obispo business license & tax certificate within ten (10) days of execution of the contract. Additional information regarding the City’s business tax program may be obtained by calling (805) 781-7134.
13. **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 all federal, state, county, city, and special district laws, ordinances, and regulations.
14. **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.
15. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
16. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
17. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
18. **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.
19. **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.

20. **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.
21. **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).
22. **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.
23. **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.
24. **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.
25. **Hold Harmless and Indemnification.**
  - (a) **Non-design, non-construction Professional Services:** To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a

party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

**(b) Non-design, construction Professional Services:** To the extent the Scope of Services involve a "construction contract" as that phrase is used in Civil Code Section 2783, this paragraph shall apply in place of paragraph A. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

**(c) Design Professional Services:** In the event Consultant is a "design professional", and the Scope of Services require Consultant to provide "design professional services" as those phrases are used in Civil Code Section 2782.8, this paragraph shall apply in place of paragraphs A or B. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8) Consultant shall indemnify, defend and hold harmless the City and its elected officials, officers, employees, volunteers and agents ("City Indemnitees"), from and against all claims, damages, injuries, losses, and expenses including costs, attorney fees, expert consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of Consultant, except to the extent caused by the sole negligence, active negligence or willful misconduct of the City. Negligence, recklessness or willful misconduct of any subcontractor employed by Consultant shall be conclusively deemed to be the negligence, recklessness or willful misconduct of Consultant unless adequately corrected by Consultant. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. In no event shall the cost to defend charged to Consultant under this paragraph exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs.

**(d)** The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

26. **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.
27. **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.
28. **Termination.** 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 work scope.

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 F. SPECIAL TERMS AND CONDITIONS

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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. **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.
3. **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.
4. **Contract Term.**  
The supplies or services identified in this specification will be used by the City for up to one year. The prices quoted for these items must be valid for the entire period indicated above unless otherwise conditioned by the proposer in its proposal.
5. **Contractor Invoices.**  
The Contractor must deliver a monthly invoice to the City with attached copies of detail invoices as supporting detail.
6. **Start and Completion of Work.** Work on this project shall begin immediately after contract execution and shall be completed within 365 calendar days thereafter, unless otherwise negotiated with City by mutual agreement.
7. **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.
8. **Submittal of References.** Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.
9. **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.

## **SECTION G. PROPOSAL CONTENT AND SELECTION PROCESS**

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1. **Proposal Content.** Your proposal must include the following information:

### ***Submittal Forms***

- a. Proposal submittal form.
- 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. Relevant project experience for three to five projects for both primary firm and subconsultants. Provide timeframe, client name, contact person, and current contact information. Reference projects shall include a brief description of the project and the outcome as well as how it is relevant to this project. Include the name of any proposed team members that worked on the project.

### ***Work Program***

- i. Description of your approach to completing the work.
- j. Schedule by task and sub-task for completing the work.
- k. Estimated hours for your staff in performing each phase and task of the work, including sub-consultants.
- l. Budget by task and sub-task for completing the work.
- m. Services or data to be provided by the City.
- n. Services and deliverables provided by the Consultant(s).
- o. Any other information that would assist us in making this contract award decision.
- p. Description of assumptions critical to development of the response which may impact cost or scope.

### ***Requested Changes to Terms and Conditions***

- q. The City desires to begin work soon after selecting the preferred Consultant Team. To expedite the contracting process, each submittal shall include requested redlined changes to terms and conditions, if necessary.

### ***Proposal Length***

- r. Proposal length should be no longer than thirty (30) pages including attachments and supplemental materials.
2. **Proposal Evaluation and Selection.** Proposals will be evaluated by issuing Division / Department 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 experience in successfully performing similar services.
  - e. Proposed budget to complete the work.
  - f. Background and experience of the specific individuals assigned to this project.

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                                               | January 26, 2022 |
| b. | Receive proposals                                       | March 2, 2022    |
| c. | Complete proposal evaluations                           | March 16, 2022   |
| d. | Conduct finalist interviews and finalize recommendation | March 28, 2022   |
| e. | Execute contract                                        | April 11, 2022   |
| f. | Kick-off Meeting                                        | April 18, 2022   |

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<br>State Plan Coordinate System as<br>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 work scope and included in the contract price is attendance by the Contractor at up to nine 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. 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: FORM OF AGREEMENT**

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AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on [day, date, year] 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 [REDACTED], per Project No. Parking-2021-2

WHEREAS, pursuant to said request, Contractor submitted a proposal that was accepted by City for said project;

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 acceptance or completion of said project.

2. **INCORPORATION BY REFERENCE.** City Specification No. \_\_\_\_\_ and Contractor's proposal dated [date] is hereby incorporated in and made a part of this Agreement and attached as Exhibit A. The City's terms and conditions are hereby incorporated in and made a part of this Agreement as Exhibit B. To the extent that there are any conflicts between the Contractor's fees and scope of work and the City's terms and conditions, the City's terms and conditions shall prevail, unless specifically agreed otherwise in writing signed by both parties.

3. **CITY'S OBLIGATIONS.** For providing the services as specified in this Agreement, City will pay, and Contractor shall receive therefore compensation [REDACTED].

4. **CONTRACTOR/CONSULTANT'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.

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.



## SECTION I: INSURANCE REQUIREMENTS

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### **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, 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 J: PROPOSAL SUBMITTAL FORM**

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The undersigned declares that she or he has carefully examined Specification No. Parking-2021-2, 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:

| Description                                      | Quantity | Unit Price | Total |
|--------------------------------------------------|----------|------------|-------|
| Project Management                               |          | Per hour   |       |
| Public Outreach / Ad Hoc Committee Meetings      |          | Per hour   |       |
| Existing Resources and Utilization Rate Analysis |          | Per hour   |       |
| Development of Vision, Goals, and Policies       |          | Per hour   |       |
| Determining the Future                           |          | Per hour   |       |
| Development of Strategies and Actions            |          | Per hour   |       |
| Implementation and Measurement of Success        |          | Per hour   |       |
| Final Document Drafting and Approval             |          | Per hour   |       |
| <b>TOTAL BASE PRICE</b>                          |          |            |       |
| Other (provide detail on a separate sheet)       |          |            |       |
| <b>TOTAL</b>                                     |          |            | \$    |

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***

|                                                                |
|----------------------------------------------------------------|
|                                                                |
|                                                                |
|                                                                |
|                                                                |
| <i>Contact</i> <span style="float: right;"><i>Phone</i></span> |

***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 |  |

