



## **Notice Requesting Proposals for Public Safety Audio Recording System Replacement**

The City of San Luis Obispo is requesting sealed proposals for services associated with the **Public Safety Audio Recording System Replacement**.

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 May 12, 2022, when they will be opened publicly in the City Hall Conference Hearing Room, 990 Palm Street, San Luis Obispo, CA 93401.

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

Proposals received after said time may not be considered. The preferred method of submission is electronically via BidSync. If you wish to send a hard copy to guard against premature opening, each proposal shall be submitted to the Department of Finance in a sealed envelope plainly marked with the proposal title, project number, proposer name, and time and date of the proposal opening. Proposals shall be submitted using the forms provided in the project package.

Project packages and additional information may be obtained at the City's BidSync website at [www.BidSync.com](http://www.BidSync.com). Please contact [rfp\\_call\\_record@slocity.org](mailto:rfp_call_record@slocity.org) with any questions.

A mandatory pre-proposal conference will be held to answer any questions that the prospective proposers may have regarding the City's request for proposals.

**May 5, 2022 [1000-1200 PST]**

Microsoft Teams: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YmU0MDNjNzctYTg4MC00Nzk2LWlzNDgtNzA0NzE4ZjlyY2Vk%40thread.v2/0?context=%7b%22Tid%22%3a%22a78b182d-94e4-4507-a9a9-330dcb148164%22%2c%22Oid%22%3a%2246e064a5-73cd-4dfb-aea6-8f15ea914ad4%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmU0MDNjNzctYTg4MC00Nzk2LWlzNDgtNzA0NzE4ZjlyY2Vk%40thread.v2/0?context=%7b%22Tid%22%3a%22a78b182d-94e4-4507-a9a9-330dcb148164%22%2c%22Oid%22%3a%2246e064a5-73cd-4dfb-aea6-8f15ea914ad4%22%7d)



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.

## TABLE OF CONTENTS

A. OVERVIEW .....	3
B. PROJECT SCHEDULE .....	10
C. PROJECT BUDGET .....	10
D. GENERAL TERMS AND CONDITIONS.....	10
E. SPECIAL TERMS AND CONDITIONS .....	16
F. FORM OF AGREEMENT.....	22
G. INSURANCE REQUIREMENTS.....	24
H. PROPOSAL SUBMITTAL FORMS .....	32

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## **A. OVERVIEW**

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### **Purpose**

The City of San Luis Obispo is inviting proposals for a Public Safety Audio Recording System.

### **Background**

The City of San Luis Obispo records radio channel traffic for the police and fire departments, phone calls at the nine 9-1-1 consoles located at the Emergency Communications Center, and seventy-five (75) phone lines located at the police department. An average day will capture approximately twenty hours of continuous record time. These recordings are used in a variety of ways such as for evidence in criminal cases, training, investigations, and review for quality assurance. The recordings are kept for two years according to the City's Records Retention Policy unless retained as evidence or for training purposes.

### **Technical Proposal Requirements**

The proposer must submit product documentation and address the following requirements in their proposal.

### **Audio Recording System Specifications**

1. The proposed solution must be compatible with Next Generation 9-1-1 (transmit text, images, video and data to the 9-1-1 center/PSAP)
2. Must be capable of holding a minimum of 25,000 hours of online audio.
3. Must be available with a minimum of dual hot-swappable hard disk drives in RAID 1 with expansion capability.
4. Should be available with hot-swappable hard disk drives in a RAID 6 configuration with expansion capability and hot-spare drive.
5. Must be available in a dual power supply with hot-swappable configuration.
6. If using external USB storage, must be able to continuously archive to swappable external USB hard disk drives separate from instant playback hard disk drives and switch to secondary USB hard disk drive if primary fails or is full, while allowing for simultaneous recording on all channels, playback on multiple remote workstations, and multiple channel playbacks without loss of any data and without deterioration to the rest of system processes.
7. The proposed system should have the ability to automatically archive recordings to a city supplied Network Attached Storage (NAS) via the city's Local Area Network (LAN) at predetermined intervals.
8. Should be able to continuously archive to a NAS solution over CIFS shares.
9. Describe the expandability and scalability of the system regarding channels and hard drive recording module space.
10. The system must display on one screen which channels are recording, which are not recording, and which channels are idle.
11. The system must have a buffer such as a hard disk where the data will reside before being sent to the archive system. No systems that use volatile RAM resources for short-term storage will be accepted.
12. Systems with multiple drives must be capable of providing simultaneous or individual

- control of drives. Such function must be capable of being performed on one drive without affecting the operation of the other drives.
13. The system should display which channels are recording and which are not recording on both the device front display and management workstation.
  14. The system must be capable of simultaneously recording while reviewing or live monitoring.
  15. The system must be able to natively store records in standard audio format and copy/reproduce recordings to non-proprietary digital audio file, including WAV, MP3, G.723, etc or CD-ROM (CDDA). There shall be no need for any additional steps to create the audio file for records distribution by conversion from a proprietary format.
  16. Describe the hardware and software components in detail including processor, memory amount and type, hard drive amounts and type, hardware manufacturer, Operating System type and version.
  17. Must be able to connect to a Network Time Protocol (NTP) time sync source through either a LAN or direct connection to time source.
  18. Must be able to accommodate future hardware and software upgrades without replacing the whole system.
  19. The system must display the amount of recording space remaining on the hard drive and on each archived drive/media on management interface and provide timely warnings regarding space and disk usage.
  20. The recording equipment furnished and installed shall be designed for 24/7, continuous duty operation.
  21. Recording equipment must be able to record a minimum of 75 VoIP endpoints, 20 analog lines, 8 9-1-1 trunks and 15 RTP compatible radio channels for recording.
  22. The system shall have the ability to provide unattended operation and automatic archiving per user defined schedule.
  23. The solution must interface/operate with the existing equipment: Intrado Power 9-1-1 Viper phone system; Avtec Outposts & Workstations; Mitel VoIP phone system.
  24. The solution should be compatible with cloud based VoIP systems (example: Mitel MiCloud Connect) with encrypted network traffic from endpoint telephones (e.g. IP480, IP485).
  25. The system should have the ability to screen capture within the CAD software of related computer screens providing CAD interface. (Current CAD software: Motorola Solutions Spillman Flex).
  26. The system must have the ability to record in a SIP (Session Initiated Protocol) environment.
  27. The solution must provide the retention of previous recorded audio from the current in use Voice Print International (VPI) or migration of recorded audio to the proposed new solution.
  - 28. The system must be a turnkey, self-contained unit. This indicates that all services, recorder hardware, and/or other needed software will be in a single machine provided by the vendor or in multiple machines all supplied by the vendor with the exception of the Administration console and Playback software. All units should have the same resiliency as any other. (City reserves right to not go with provided storage solution and/or ability to option storage)**
  29. The system should provide buffering of all audios, as it is recorded, onto a hard disk and then copy the digitized audio onto Network Attached Storage (NAS) at a user-selectable period.
  30. The call records database employed by the system must have no size limitations with respect to its proper functionality in connection with the system.

31. The proposed system must be able to perform a call records search for specific time and telephone number without having to shut down the recorder or stop recording and archiving process.
32. Audio compression must be user-selectable and at least one of the options must be a non- proprietary compression to allow WAV file format playback without any special decompressing or decoding proprietary software.
33. The system must keep track of time and date, even when there is no recording taking place.
34. The system must include the ability to incorporate a time stamp on the recording.
35. The system must have the ability to save or export recordings with or without the time stamps.
36. The system must have the ability to combine related recordings prior to saving or exporting.
37. The system must allow an operator to select any channel for real time monitoring.
38. The system must be capable of simultaneous playback of at least six (6) channels at the same time, from the remote workstation, without affecting system's normal recording capacity, with volume controls available for each channel and the ability to isolate channel(s) during playback.
39. The system must be capable of activation by CONTACT CLOSURE, VOX, off hook and other automatic activation.
40. The system must capture and store in separate searchable fields: DTMF, Caller ID information, ANI/ALI, incoming and outgoing phone numbers, dispatch console position/phone extensions, dispatchers' names, radio frequencies and call duration.
41. The system must provide the capability to search for recordings "less than" or "greater than" a specified length of time.
42. The system must be programmable to provide automatic daylight savings time compensation.
43. The system should provide loop playback to allow the operator to continuously replay the same portion of a conversation to assist in transcribing or determining what was actually spoken during the recording.
44. The system must have the ability to append notes to tagged calls.
45. The system should provide built-in, predefined and customizable reports, including summaries per channel.
46. The system must allow search and playback from a minimum of 5 remote workstations on the LAN.
47. The system must utilize existing computers with Windows 10 or higher as remote workstations for search, playback, reporting, and call records distribution function such as "Save As" to save selected call/s locally or over network and e-mail function, directly from the application environment, through a simple one-click procedure.
48. The system must permit tagging calls or groups of calls from remote workstations on the LAN.
49. Search may be made through a query or a series of queries to the call database to allow for prompt retrieval of all calls that fit the specified criteria.
50. The system must allow for flagging of recordings to be kept indefinitely.
51. The system must allow for the redaction of confidential information within a recording.
52. The system must provide multiple levels of security access, including access to setup, down to the channel level of access and provide usage reports.
53. The system must be able to notify an administrator if audio is exported or saved as another format (WAV, etc).
54. The system must integrate with active directory for identity and support AD groups for

- access levels within application
55. The system must provide boot up system test and ongoing self-checking tests.
  56. The system should be able to “phone-home” to the manufacturer for certain critical error conditions
  57. The system must provide a searchable error log to keep track of alerts and errors.
  58. User alarms must be configurable by the software. The system must be capable of generating multiple alarms, including visual, audible, and e-mail to assigned personnel.
  59. The system must provide capability for alarms related to errors associated with system performance - alarming details must be settable by the system administrator and allow for at least four different options for routing the alarm message, such as e-mail, audiovisual alarm at the recorder.
  60. System must be capable of auto restart after power loss.
  61. System must have remote diagnostic capability.
  62. Power supplies must be able to be used in a load sharing and fail-over configuration.
  63. Load must be automatically switched to working power supply in event of single power supply failure.
  64. Hard drives must be configured for fault tolerance.
  65. Describe fault tolerance of the hard drives.
  66. Hard Drives must be able to fail-over automatically to a redundant recovery device in event of Hard Drive failure or hard drive capacity being reached so no recording is lost.
  67. Proposer must detail site specific requirements that will not be covered as part of the proposal.
  68. Proposer must detail the implementation procedure for the logging recorder.
  69. Once the order is placed the proposer will co-ordinate with appropriate City staff to prepare the site.
  70. The vendor shall provide labor, tools, equipment, parts, and accessories required to install logging recorder system. Vendor personnel will unpack the equipment.
  71. The Vendor shall position the system in the designated location in the Emergency Communications Center. The location of the system will be defined by the city Network Administrators at time of delivery. System will ideally fit into a 19” rack taking up no more than 10U.
  72. Vendor will make the connection of telephone lines and radio channels to terminal blocks furnished by the Telephone Company or telecom staff, as well as make the connection of the terminal blocks furnished by radio provider or radio staff. The city shall provide electrical service to within six (6) feet of the recording equipment.
  73. Delivery, set-up and installation of the system by the Vendor shall be performed during normal working hours between 8:00 AM and 5:00 PM Monday through Friday. The city’s Information Technology Department will provide an adequate operating environment for the recording system.
  74. Upon completion of the installation and setup of the recorder system at the Emergency Communications Center the Vendor and city IT System Engineers and Communications Manager will conduct thorough check of the equipment. Adjustments shall be made to the satisfaction of the city IT Systems Engineers and Communications Manager.
  75. There will be a 30-day trial period, to allow the city IT Systems Engineers and Communications Manager to test and qualify the installation and operation of the logging recorder system. If the system is in accordance with the RFP specifications and working properly, the Communications Manager will signify his or her acceptance of the system by issuing a dated, signed memo stating acceptance of the system on behalf of the city.
  76. All hardware provided by the vendor as part of the proposed system must be covered by an initial one-year warranty on parts and labor beginning at the date of acceptance with

- an extended warranty option for 5 years with cost provided.
77. All vendor software provided shall include an initial twelve-month warranty to ensure operational integrity. The initial warranty shall include 24/7 toll-free helpdesk support, on-site service as required, remote diagnostic support and software service pack updates.
  78. Vendor shall guarantee parts availability for all vendor items under this specification for a period of at least 7 years from date of acceptance.
  79. The system must be able to accommodate expansion modules offered by the vendor.
  80. Describe discounts, equipment buyback, or special pricing to be offered.
  81. A toll-free telephone number for service request 24 hours a day, 7 days a week, 365 days a year must be provided by the vendor under applicable coverage. Telephone support will be available within one hour. In the event emergency on-site service is required under applicable coverage, vendor will provide confirmation of dispatch within one hour of having established the need. Vendor's service technicians will be available to diagnose and service the recorder system within 4 hours of dispatch.
  82. Vendor shall include on-site training for up to 20 individuals.

**Table A: Channel Counts**

Count	Technology	Device	Vendor
20	Analog	Phone/POTS lines	AT&T
75	VoIP	Stations/Phones	Mitel
8	Trunk / contact closure	9-1-1 lines	AT&T
15	RTP	Radio Channels	Avtec

**Company Background**

Must include size of company, number of technical support staff, years of experience working with digital recorders and location of support staff that would provide onsite support.

**Installation and Configuration**

Proposals shall include costs for onsite installation configuration of all required equipment.

**Training**

Proposals shall include costs for onsite training of all equipment for (20) people. Training must cover operational, maintenance, reporting and interface usage.

**Maintenance**

Provide specific information regarding support options for up to 5 years. The response must include 24X7X365 toll-free phone support, remote support and a maximum 1-hour response time. Response must also include onsite support options, same day hardware replacement and travel cost estimates. In the event emergency on-site service is required under applicable coverage, vendor will provide confirmation of dispatch within one hour of having established the need. Vendor's service technicians will be available to diagnose and service the recorder system within 4 hours of dispatch.

The maintenance plan must include a toll-free telephone number to the service bureau for reporting problems. Any request must be identified via a unique tracking identifier for the problem report.

The plan must include notification, via mail or electronic delivery, of errata, service changes and software upgrades or patches.

**Warranty**

The vendor shall provide a minimum one (1) year limited warranty (with options to extend the warranty) that covers all hardware and software proposed for a period no less the five (5) years.

The vendor shall warrant the original purchaser that its products are free from any defects in material or workmanship for a period of up to one year, which begins 30 days from the date of acceptance.



## B. PROJECT SCHEDULE

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Preliminary Schedule	Tasks
Issue RFP	• April 21, 2022
Pre-Proposal Meeting	• May 5, 2022
Receive Proposals	• May 12, 2022
Interviews & Demonstrations	• May 23, 2022 – May 26, 2022
Complete Proposal Evaluation	• June 6, 2022
Finalize Staff Recommendation	• June 7, 2022
Award and Execute Contract	• June 8, 2022

## C. 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 enclosed in an envelope that shall be sealed and addressed to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. 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 or emailed 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.
7. **Cooperative Purchasing.** During the term of the contract, the successful bidder will extend all terms and conditions to any other local governmental agencies upon their request. These agencies will issue their own purchase orders, will directly receive goods or services at their place of business and will be directly billed by the successful bidder.
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.
8. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the City.

#### **CONTRACT AWARD AND EXECUTION**

9. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
10. **Competency and Responsibility of Bidder.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of bidders. Bidders will provide, in a timely manner, all information that the City deems necessary to make such a decision.
11. **Contract Requirement.** The bidder to whom award is made (Contractor) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications.

#### **SPECIAL TERMS AND CONDITIONS**

1. **Contract Award.** Subject to the reservations set forth in Paragraph 9 of Section B (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 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.
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. 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.

### ***Work Program***

- h. Detailed description of your approach to completing the work.
- i. Detailed schedule by task and sub-task for completing the work.
- j. 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.
- k. Detailed budget by task and sub-task for completing the work.
- l. Services or data to be provided by the City.
- m. Services and deliverables provided by the Consultant(s).
- n. Any other information that would assist us in making this contract award decision.
- o. Description of assumptions critical to development of the response which may impact cost or scope.

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

- p. ***The City desires to begin work soon after selecting the preferred Consultant Team 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 bidder.

### ***Proposal Length***

- q. 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.

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	[April 21, 2022]
b.	Pre-Proposal Conference (Mandatory)	[May 5, 2022]
c.	Receive proposals	[May 12, 2022]
d.	Complete proposal evaluations	[May 23, 2022 – May 26, 2022]
e.	Conduct finalist interviews and finalize recommendation	[June 6, 2022]
f.	Execute contract	[June 7, 2022]
g.	Start work	[June 8, 2022]

4. **Pre-Proposal Conference.** A mandatory pre-proposal conference will be held at the following location, date, and time to answer any questions that prospective bidders may have regarding this RFP:

**May 5, 2022 [1000-1200 PST]**

**Microsoft Teams:** [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YmU0MDNjNzctYTg4MC00Nzk2LWlzNDgtNzA0NzE4ZjlyY2Vk%40thread.v2/0?context=%7b%22id%22%3a%22a78b182d-94e4-4507-a9a9-330dcb148164%22%2c%22oid%22%3a%2246e064a5-73cd-4dfb-aea6-8f15ea914ad4%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmU0MDNjNzctYTg4MC00Nzk2LWlzNDgtNzA0NzE4ZjlyY2Vk%40thread.v2/0?context=%7b%22id%22%3a%22a78b182d-94e4-4507-a9a9-330dcb148164%22%2c%22oid%22%3a%2246e064a5-73cd-4dfb-aea6-8f15ea914ad4%22%7d)

5. **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.

6. **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.
7. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the 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.
8. **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:	MS Visio
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**

9. **Alternative Proposals.** The proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's project objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternative and discuss under what circumstances the City would prefer one alternative to the other(s).
10. **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.
11. **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.



**PROPOSAL SUBMITTAL FORM - SAMPLE**

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The undersigned declares that she or he has carefully examined Project No. [xxxx] which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

BID ITEM:

Total Base Price	
Sales tax []	
Other	
<b>TOTAL</b>	\$

Delivery of equipment to the City to be within \_\_\_\_\_ calendar days after contract execution and written authorization to proceed.

q 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>
-------------

***E NOTES ON THIS SAMPLE FORM***

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

## REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name:\_\_\_\_\_.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

### Reference No. 1:

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	

## STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

- ***Do you have any disqualification as described in the above paragraph to declare?***

Yes q

No q

- ***If yes, explain the circumstances.***


Executed on \_\_\_\_\_ at \_\_\_\_\_ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Proposer Representative

**CITY OF SAN LUIS OBISPO  
AGREEMENT FOR PURCHASES OF GOODS AND SERVICES**

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], hereinafter referred to as Contractor.

**W I T N E S S E T H:**

WHEREAS, on [date], City requested proposals for [\_\_\_\_\_], and

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

WHEREAS, [include recitals as appropriate to describe need for purchase or relevant context.

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 [xxxxxxx].
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. 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**

Name  
Dept.  
Address

**Consultant**

Name  
Title  
Address  
Address

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

## GENERAL TERMS AND CONDITIONS

1. **Business License & Tax.** The Contractor must have a valid City of San Luis Obispo business license & tax certificate before execution of the contract. Additional information regarding the City's business tax program may be obtained by calling (805) 781-7134.
2. **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.
3. **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.
4. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
5. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
6. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
7. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
8. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
9. **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.

11. **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.

12. **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.

13. **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).

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.