



Notice Requesting Proposals for Community Electric Vehicle Charging Infrastructure Deployment

The City of San Luis Obispo is requesting sealed proposals for services associated with the **Community Electric Vehicle Charging Infrastructure Deployment** project.

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 30, 2022, at 3pm when they** will be opened electronically in BidSync.

Proposals received after said time may not be considered. The required method of submission is electronically via BidSync. Proposals shall be submitted using the forms provided in the project package.

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

Conference Call Meeting
May 11, 2022; 10:30 – 11:30
Call in: (209) 645-4165
Room Number: 312838419

Project packages and additional information may be obtained at the City's BidSync website at www.BidSync.com. For technical help with BidSync please contact BidSync tech support at 800-990-9339. Questions on the bid should be posted to BidSync where the City will answer the questions publicly. Please contact Dan Clancy at dclancy@slocity.org with any questions.



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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A. INTRODUCTION

On August 19, 2020, Council approved the [City's Climate Action Plan for Community Recovery](#), and adopted [Resolution 11159 \(2020 Series\)](#), which includes the goal of carbon neutrality by 2035 and a transportation sector goal to achieve the General Plan mode split objective by 2030 and 40 percent of vehicle miles traveled by electric vehicle by 2030.

The Climate Action Plan for Community Recovery forecasts annual community emissions to be approximately 397,710 metric tons of carbon dioxide equivalent (MTCO₂e) in 2035. The plan provides a trajectory to reducing these emissions towards net zero by 2035, with approximately sixteen percent of total reductions coming from achieving the transportation sector goal (64,170 MTCO₂e). Of that, a projected 34,920 MTCO₂e in reductions are expected to come from the rapid uptake of electric vehicles, the largest single reduction area in the plan.

According to the comprehensive charger database maintained by PlugShare, there are 134 publicly available charging stations in San Luis Obispo. Of these stations, 54 are fast chargers for Tesla vehicles only, and 3 are open access fast chargers. The remaining 77 are level 2 chargers (including all chargers provided by the City). Since adoption of the Climate Action Plan, several key variables have changed that have made the need for additional EV charging infrastructure even more important, including:

1. Fuel Prices - According to AAA, San Luis Obispo County's average gallon of gas was \$6.01 as of April 5, 2022, which is a 46 percent increase from the average rate of \$4.09 in April of 2021.
2. EV Adoption – In just five years, EV's as a percentage of total light duty vehicles in California went from 4.29% (2017) to 12.41% (2021). In San Luis Obispo County, there has been an increase of over 70% between 2020 and 2021.
3. Charger Utilization – As described below, the Marsh Street Parking Garage chargers are the only publicly available charging resources on City land. The Marsh Street garage chargers have seen steady and continual growth in use since 2020.

Given these key changes, along with the urgent need to reduce greenhouse gas emissions, the City is seeking a streamlined and expedited approach to deploy public electric vehicle charging.

B. SCOPE OF WORK

The City seeks proposals from qualified vendors that can install, operate, and maintain open-source public DC Fast Charging (DCFC) and Level 2 Charging Stations, as feasible, on City-owned properties and in public rights of way. Proposers may identify only DCFC chargers, only Level 2 chargers, or both. The selected vendor will be responsible for and cover all costs associated with the procurement, installation, operation, and maintenance of new charging stations on City-owned properties. If a proposing vendor believes that the intent of the project can be achieved through an alternative scope of work, the City will accept their proposal for review so long as the amendments to the proposed scope of work contained herein are adequately justified.

Task 1. Site Identification

The City is interested in deploying the maximum number of DCFC and Level 2 chargers as rapidly as possible. Respondents will identify and propose strategic locations at which to deploy charging stations. In the interest of supporting the assessment, the City has identified three locations as potential sites for new DCFC charging station deployment and defers to proposers on these sites' viability and the inclusion of additional sites:

- [Lot 9](#): 680 Monterey St., San Luis Obispo, CA 93401
- [Calle Joaquin Park & Ride Lot](#): 1530 Calle Joaquin, San Luis Obispo, CA 93405
- [Santa Rosa Park Lot](#): 1050 Oak St., San Luis Obispo, CA 93405

Please note that these sites are only provided to support the assessment and any public parking lot, parking space or garage is eligible for consideration.

Task 1 will include the submittal of a concept-level map identifying initial proposed locations, or priority areas, for proposed installations. This map should be accompanied by a brief summary of methods and/or key criteria that informed site selection, such as adjacent uses, land use densities, or considerations based on the proposed service model. Overall, the City wishes to maximize the number of new charging stations installed at strategic locations. Final site selection for charging infrastructure deployment is subject to approval by the City.

Task 2. Installation

Upon final site selection, the selected vendor is responsible for achieving completed installations at each charging station, to include:

- Obtaining all applicable local, state, and federal permits required for installation and operation of the charging stations.
- Ensuring that all installation work as it pertains to site preparation, curbing, striping, signage, charging equipment, billing and networking systems, and electrical interconnections is working properly and installed:
 - consistent with the manufacturers' specifications
 - consistent with the project design proposed in the bid
 - in accordance with all applicable local, state, and federal zoning and code requirements
- Coordinating the installation activities with the equipment manufacturer, City staff, networking service, electric utility, and any subcontractors needed to complete the work.

Task 3. Operations and Maintenance

The selected vendor will:

- Operate and maintain each charging station for at least five (5) years from the date the charging station developed under this RFP becomes operational, in accordance with the terms of the contract resulting from this RFP. Bidders may include proposals for a longer term. Term proposals should also include details about asset decommissioning and/or right to transfer ownership at the conclusion of the term.
- Be responsible for ensuring the maintenance of the chargers including cables, ancillary equipment, and any awnings, canopies, shelters and information display kiosks for signage associated with the charger. "Maintain" as used in this RFP shall mean, "to provide all needed repairs or desired and approved alteration, as well as regular maintenance needed to ensure optimal performance and minimize downtime. Equipment shall be kept safe and presentable."
- Ensure that the equipment at each EV Charger is operational with uptimes consistent with industry standard best practices. It is the Contractor's responsibility to ensure the uptime commitments are met for each individual charger and that interruptions are remedied within a pre-arranged and agreed upon time frame.
- Not, during the period of operation, move a charging station, sell or take a charging station out of service for any reason, without prior written approval from the City.

Task 4. Monitoring

Each charging station should have network communications that, at a minimum, provide the following information about each charging transaction, at each charging location:

- Charging data such as date and time of usage (start and stop time) and accurate utilization rates.
 - Total kWh and Total kW draw.
 - Total dollar amount charged to the user.
 - Station status and health in real time.
 - Malfunction or operating error.
- The selected vendor shall report full site level usage quarterly to the City for the duration of the contract.

Task 5. Customer Support Services

Provide customer service support as follows:

- Provide customer support for the duration of the contract, with the ability to provide customer support/or extend after the completion of the contract.
- Resolve customer issues over the telephone.

C. PROJECT SCHEDULE

Successful respondent(s) should demonstrate their ability to rapidly deploy charging infrastructure as described in this RFP. Respondents should include a proposed timeline that includes the most rapid deployment feasible, describe how it has the capacity to meet this timeline, and identify any potential obstacles to the achieving the timeline along with proposed approaches to mitigate these obstacles.

D. PROJECT BUDGET

This RFP solicits services at no cost to the City. Proposals should include an estimated project budget that allows the City to evaluate the cost-effectiveness and long-term financial viability of proposed services. Projects with self-sustaining business models are highly preferred. Proposals should include lease payment amounts or a “no cost” lease where the vendor uses the lease savings to install level 2 charging units at other locations in the City (note that the installation of additional units is the City’s preferred approach). Proposals should clearly identify the proposed lease amount per space per year and/or propose an alternative approach to provide value for the leased space.

E. GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (bidder) shall meet all the terms, and conditions of the Request for Proposals (RFP) project package. By virtue of its proposal submittal, the bidder acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be submitted via BidSync as described above.
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 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.

5. **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.
6. **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

1. **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.
2. **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.
3. **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.
4. **Contract Performance.** The City's contract terms and conditions that [Contractor/Consultant] will be expected to execute and be bound by are attached hereto as Exhibit A

SPECIAL TERMS AND CONDITIONS

1. **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 responsible, responsive proposer who shall fulfill every stipulation as if it were the party to whom the first award was made.
2. **Contract Term.**
The bidding vendor will propose suitable contract term and contract extension considerations for further discussion and negotiation. Term proposals should also include details about asset decommissioning or transfer at the conclusion of the term.
3. **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.

4. **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.
5. **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.
6. **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.
7. **Submittal of References.** Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.
8. **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 or jurisdictions 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. 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

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

Requested Changes to Terms and Conditions

- n. ***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

- o. 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, professional qualifications, and financial capability 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. References
- h. Organizational commitment to sustainability
- 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.

Please also note that the City includes organizational commitments to sustainability in its evaluative criteria. The City's sustainable procurement policy and objectives include procuring products and services that:

- Conserve natural resources including water, energy, and raw materials;
- Minimize environmental impacts such as water and air pollution during use;
- Eliminate or reduce toxins that create hazards to workers, citizens, wildlife, and the environment;
- Support recycling efforts and use products with recycled content;
- Encourage suppliers to reduce environmental impacts;
- Support worker health, safety, and fair wages.

Please include information in your proposal about how your firm supports one or more of these principles.

3. **Proposal Review and Award Schedule.** The following is an outline of the anticipated schedule for proposal review and contract award:

| | | |
|----|---|-----------|
| a. | Issue RFP | 5/6/2022 |
| b. | Pre-Proposal Conference (optional) | 5/11/2022 |
| c. | Receive proposals | 5/30/2022 |
| d. | Complete proposal evaluations | 6/3/2022 |
| e. | Conduct finalist interviews and finalize recommendation | 6/10/2022 |
| f. | Execute contract | 7/5/2022 |
| g. | Start work | 7/11/2022 |

4. **Pre-Proposal Conference.** An optional 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:

Conference Call Meeting
May 11, 2022; 10:30 – 11:30
Call in: (209) 645-4165
Room Number: 312838419

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: | InDesign |
| Virtual Models: | Sketch Up |
| Digital Maps: | Geodatabase shape files in State Plan Coordinate System as specified by City GIS staff |
 - c. City staff will review any documents or materials provided by the Contractor and, where necessary, the Contractor will be required to respond to staff comments and make such changes as deemed appropriate.

ALTERNATIVE PROPOSALS

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 work scope 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.

F: INSURANCE REQUIREMENTS

Supply & Equipment Contracts - Lease

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that 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 CG0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

1. General Liability: \$2,000,000 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.

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. The Contractor shall furnish the City with original endorsements effecting coverage required by this clause. 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.

Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G: PROPOSAL SUBMITTAL FORM

The undersigned declares that she or he has carefully examined [_____] 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:

| | |
|------------------|-----------|
| Total Base Price | |
| Sales tax [] | |
| Other | |
| TOTAL | \$ |

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> |
|-------------|

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.***

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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

EXHIBIT A : FORM OF AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on _____ by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and [CONTRACTOR'S NAME IN CAPITAL LETTERS], hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on [date], City requested proposals for [_____]

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. 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 [_____]

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

Standard Terms and Conditions

Insurance Requirements. The Contractor shall provide proof of insurance in the form, coverages and amounts specified in this request prior to contract award as a precondition to contract execution.

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.

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.

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.

Payment of Taxes. The contract prices shall include full compensation for all taxes that the Contractor is required to pay.

Permits and Licenses. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

Safety Provisions. The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

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.

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.

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.

Contractor Non-Discrimination. In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.

Work Delays. Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or

any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

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).

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.

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.

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 in 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.

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 of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

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.

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.

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.