



Council Agenda Report

Department Name: Utilities
Cost Center: 6105
For Agenda of: December 3, 2019
Placement: Consent
Estimated Time: N/A

FROM: Aaron Floyd, Utilities Director
Prepared By: Jennifer Thompson, Utilities Business Manager

SUBJECT: REQUEST TO AUTHORIZE STAFF TO ADVERTISE A REQUEST FOR PROPOSALS FOR CONTRACT WATER METER READING

RECOMMENDATION

Authorize staff to advertise a Request for Proposals (RFP) for contract meter reading and authorize the City Manager to execute an agreement if the selected proposal is less than or equal to \$182,000 and satisfying any meet and confer obligations with represented employees.

DISCUSSION

Background

In August 2014, the City released a Request for Proposal (RFP) (Attachment A) seeking proposals for contract water meter reading services. One proposal was received from Alexander's Contract Services, Inc. It was evaluated and determined to be responsive to all elements of the RFP. The contract was awarded in January 2015 for a three-year period with the option to extend for two additional years upon agreement of both parties. In March 2018, the City Council approved a two-year contract extension with Alexander's Contract Services, Inc.

Contract Meter Reading Benefits

In 2015, the City implemented contract meter reading to resolve irregular billing period lengths and dates during the Average Winter Water Use (AWWU) billing cycle. Contract meter reading allows for all meters to be read during the first week of each month whereas previously it took City Water Distribution staff one full month to read all of the meters in the city. Contract meter reading has helped standardize the AWWU period for all customers and has also proven to have other valuable benefits as defined below.

Customer Service- Bill and Payment Due Date Consistency

Contract meter reading has solved multiple ratepayer concerns related to utility billing. Concerns prior to contract meter reading included: 1) ratepayers with a fixed income struggling with receiving their utility bill on different dates each month; and 2) ratepayers who chose the auto-pay option, which directly debits their account, struggling with the ever-changing billing and withdrawal date. Contract meter reading has allowed the billing date to be standardized for all ratepayers. All water meters are read in one week, on the same week of every month, and are subsequently billed the same time of each month. This change resolved customer concerns related to inconsistent bill and payment due dates.

Maximizing Work Force

Prior to contract meter reading, four Water Distribution Customer Service staff were dedicated to meter reading. With the implementation of contract meter reading, two of these positions have been converted from Customer Service to Water Distribution Operators. These additional Operators have allowed the Water Distribution section to perform critically needed maintenance in the water distribution system.

Contract meter readers take pictures of water meter reads that are outside a normal range of water consumption. These pictures have saved work effort and time in both the Water Resources and Utility Billing sections. Prior to contract meter reading, Water Resources staff had to visit a property to re-read a meter if the meter read appeared outside of a normal range. Now, in most cases, staff are able to rely on the picture taken by the contract meter reader to inform of the potential for a water leak or another cause of high consumption. The pictures have also reduced the number of billing errors related to misread meters.

Savings

Since the implementation of contract meter reading, the Utility Billing section has been reduced from 3.5 full-time employees (FTE) to 2 FTE. Contract meter reading has been one of several factors that has allowed for this reduction in staff. Utility Billing staff spends less time fixing billing errors related to incorrectly read meters and has a more regular billing schedule as a result of all meters being read during the same week of the month.

Optional Additional Services

In addition to contract meter reading, the Utilities Department is interested in receiving proposals for other meter-related services. The Utilities Department will review these additional proposals and evaluate whether implementing these services is cost effective and would provide the necessary level of service to the community. In conducting that evaluation, staff will consider whether there may be potential modification to job duties of existing staff and recognizes the City's duty to meet and confer in good faith over any potential impacts of changes to job duties in advance of implementation.

1. Turn On and Turn Off Service

The Water Distribution section of the Utilities Department currently performs daily meter turn on, turn off, and meter read service for customers starting and stopping water service.

2. Meter Replacements

The Water Distribution section of the Utilities Department routinely exchanges old water meters for new water meters to ensure that all water meters are in good working order and accurately measure water consumption. This optional additional service would outsource the replacement of up to 1,500 small water meters (5/8" through 1" meters) on an annual basis.

3. Alternative Method to Contract Meter Reading Services

The Utilities Department is interested in other means to accomplish the goals of contract meter reading, an example would be automated meter reading. 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.

Policy Context

1. The Fiscal Sustainability and Responsibility Major City Goal work plan includes developing efforts to increase operational efficiencies. Contract meter reading has proven to increase operational efficiencies.
2. The Fiscal Health Response Plan also focuses on new ways of doing business to deliver services differently while minimizing impacts to residents and other customers. The additional optional services will give the Utilities Department the opportunity to consider different ways to deliver turn on and turn off service, meter replacements and installations, and meter reading.

Public Engagement

This is an administrative item, so no outside public engagement was completed. Public comment can be provided to the City Council through written correspondence prior to the meeting and through public testimony at the meeting.

CONCURRENCE

Utilities staff collaborated with staff from the Human Resources Department regarding the optional additional services. The Human Resources Department concurs with the information provided in this report.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act does not apply to the recommended action in this report, because the action does not constitute a “Project” under CEQA Guidelines Sec. 15378.

FISCAL IMPACT

Budgeted: Yes

Budget Year: 2019-20

Funding Identified: Yes

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
Sewer Fund				\$182,000
State				
Federal				
Fees				
Other:				
Total				\$182,000

The current cost for the annual contract for meter reading is \$182,000. This is based upon the 15,800 meters that are currently being read. The cost to read each water meter is \$0.96 per month. It is expected that the new contract will be approximately the same amount.

If the additional optional services are evaluated and determined to be cost effective, the Utilities Department will request additional funding as a part of the 2020-21 Financial Plan Supplement.

ALTERNATIVES

Do not Authorize Staff to Advertise a Request for Proposal. Council may decide to not to advertise an RFP however, the current contract will expire on March 31, 2020. Staff does not recommend this option, as the City has come to rely upon and recognize the benefits of contract meter reading.

Attachments:

a - Contract Meter Reading RFP 2020



Notice Requesting Proposals for Contract Water Meter Reading Services

The City of San Luis Obispo is requesting sealed proposals for services associated with the **Contract Meter Reading Services**.

All firms interested in receiving further correspondence regarding this Request for Proposals (RFP) will be required to complete a free registration using BidSync (<https://www.bidsync.com/bidsync-app-web/vendor/register/Login.xhtml>). All proposals must be received via BidSync by the Department of Finance at or before **01/07/2019** 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 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.

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.

**Council Hearing Room
879 Morro Street, San Luis Obispo
12/19/2019 11 am PST
1-888-204-5987, Code: 8618289**

Project packages and additional information may be obtained at the City's BidSync website at www.BidSync.com. Please contact **Jennifer Thompson, Utilities Business Manager**, at jthompo@slcity.org with any questions.



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A. INTRODUCTION

INTRODUCTION

Currently the City’s Contract Meter Reading service is responsible for reading approximately 15,600 water meters on a monthly basis. All the meters are read over a five-day period at the beginning of each month. The City is interested in continuing these services and potentially adding other meter-related services to its contract.

B. SCOPE OF WORK

The City is seeking proposals for a three-year contract with the option to extend for two additional years. The following sections explain the scope of work and technical requirements to provide monthly water meter reading services to the City.

1. Implementation

Perform implementation activities required to provide meter reading services for up to 17,000 customer accounts. Upon the City’s execution of the contract, the successful Contractor will have thirty (30) calendar days to become familiar with the meter reading cycles and operating procedures, as well as successfully verify and/or integrate meter reading software with the City’s billing software (Springbrook) before commencing the reading of the meters. Exceptions may be granted if mutually agreed upon by the Contractor and the City’s Contract Administrator.

The Contractor shall be available to meet on a regular basis during the implementation period as determined by the City and/or Contractor to resolve any issues, clarify information or provide alternatives to successfully transition to contract meter reading services.

Implementation includes, but is not limited to, staff training, the creation of meter read routes integration of the Contractor’s and City’s meter reading activities, integration of meter reading information for utility billing and development of service reports.

2. Meter Reading Requirements

Each month Contractor must read the following types and approximate quantities of digital and analogue water meters.

Meter Size	Quantity
.58”	5983
.75”	4807
1”	3935
1.5”	415
2”	383
3”	29
4”	31
6”	14
8”	4

These quantities are current estimates and it is understood that the City may add and remove meters over the term of the contract. The Contractor is responsible for reading all meters assigned, including digital meters and meters in underground vaults.

Contractor will read each meter once per month with at least 99.8 percent accuracy (i.e. no more than two (2) missed or incorrect meter reads per 1,000 meters). A penalty of \$15.00 per error will be applied against the Contractor's monthly invoice for each missed or incorrect read in excess of (2) errors per 1,000 meters.

All meters will be read over a five-day period sometime between the 3rd and the 9th of each month. All reads will be provided by the end of each working day in a format compatible with the City's operating and billing systems. Contractor shall provide to the City the meter read dates for the following month as far in advance as possible, but no less than one week prior to the first day of meter reading.

The Contractor will read each water meter regardless if the meter is turned on or off. Estimations will not be accepted. It is expressly understood that Contractor will make every effort to read all meters, however, if a read is not obtained due to no fault of Contractor, the read shall be noted but shall be marked as "Unread Meter" with note. The Contractor shall report all meter reading issues by the end of each working day to the City's designated person. The proposal shall contain what problems the respondent normally reports.

There are a number of new developments being proposed in the City limits. The Contractor's proposal shall demonstrate the capacity, or ability to obtain capacity, to expand meter reading services should the City determine the service is needed. Expansion of service during the contract term shall be at the sole discretion of the City. The cost to provide the expanded service shall be at the same rate as provided in the Contractor's proposal unless otherwise negotiated.

3. Meter Reading Equipment

The Contractor shall offer, at no charge, a web-based meter reading platform. The platform shall allow for reading synchronization using a wireless process from the field. The platform shall have the ability to receive re-reads from the office to the handhelds wirelessly. The Contractor shall supply their staff with handheld devices and will maintain those devices required to read meters for the City.

The Contractor will ensure that all meter reading equipment, software and files used are compatible with City operating and billing systems. Integration must be completed within 30 days of the City's issuance to proceed.

4. Meter Read In-Field Verification

In the field, the Contractor will validate questionable reads based on the City's specified variance parameters.

The Contractor will provide "certified water meter reads" using handheld device technology with picture taking capabilities to document and verify each meter read (please indicate whether an additional charge would apply).

5. Repair Work Order Reporting

The Contractor shall note obvious problems with the meter, i.e. broken meter, broken meter boxes and lids, meter leaks, high/low consumption, meters found and not in the City's meter inventory, and possible customer leaks. Contractor will collect data through their own system with the capability to transmit the data to the City in order to generate work orders for needed repairs (e.g., broken/obscured register, meter box too high/low).

Contractor shall notify the City the same day of any hazardous conditions requiring immediate attention (e.g.: broken water meter box lids, broken meters, potential water leaks, construction issues, etc.).

A penalty of \$15.00 per meter will be credited against the Contractor's invoice for each inaccurate work order that results in City staff time.

6. Stopped and Stuck Water Meters

Contractor will check for "stopped/stuck" meters on all accounts that reflect no consumption by reviewing the meter status (on or off) and occupant activity (visibly occupied or unoccupied). Contractor will report suspected malfunctioning meters to the City for repairs.

7. Water Meter Reporting Incentive

The City will credit \$ 15.00 to the Contractor for each inoperative meter identified by the Contractor not previously identified as inoperative by the City or the Contractor and verified by the City to be inoperative. Excluded from the meter reporting incentive is any meter that is inoperative due to physical abuse or damage by the Contractor.

8. Report to City any Located Meters that are not with the City Read File

Contractor will inform the City's Contract Administrator of the address, meter ID number, location and current read. The City will credit \$15.00 to the Contractor for each meter that is owned by the City but not within the City's active read file.

9. Illegal Connection Incentive

The City will credit a \$50.00 incentive to the Contractor per location for identification of illegal connections not previously identified as an illegal connection by the City or the Contractor and verified by the City to be an illegal connection.

10. Normal Work Hours

Contractor's normal hours of operation will be between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday. Deviation or exceptions from the work schedule must be approved by the City's Contract Administrator in advance. Contractor will submit a list of Holidays observed by Contractor with this RFP. The awarded Contractor shall be able to manage their own staff, ensuring they have completed the routes that have been assigned on a daily basis.

11. Contractor's Employees and Vehicles

Due to its visibility in the community, the Contractor directly represents the City. Therefore, the awarded Contractor's employees shall dress in a professional uniform, drive a clearly marked vehicle in accordance with California traffic law and conduct themselves in a manner that reflects the City in a professional manner. Uniforms and vehicles shall be provided by the Contractor.

At all times, the Contractor shall employ only competent readers, experienced or well trained in the task being performed, and who are familiar with meter location. Employees must be able to

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effectively communicate in a courteous manner when approached by a customer but will refrain from answering questions but will provide information or materials supplied by the City directing the customers to a City contact. Contractor shall continuously oversee the activities of such readers. At the City's written request, and based upon reasonable evidence, the Contractor shall immediately remove and replace any incompetent, careless or negligent meter readers.

At all times, contractor shall have employees be uniformed with the Contractor company logo and identification tags. All Contractor vehicles shall be clean, well-maintained, and marked appropriately to identify the service provided.

12. Ongoing Coordination/Meetings

Contract amount shall include the cost for ongoing coordination and other meetings during the contract term as agreed upon by the City and Contractor.

OPTIONAL SERVICES

1. Optional Service 1: Turn On/Turn Off Service

Perform daily meter turn on, turn off, and meter read service (service requests) for customers starting and stopping water service. An "ON" service request requires the Contractor to turn on and read the water meter. An "OFF" service request requires the Contractor to turn off and read the water meter. A "NEW" service request requires the Contractor to just read the meter.

Each month Contractor must perform approximately this number of each type of service request:

Month	ON	OFF	NEW	TOTAL
January	62	60	76	198
February	40	46	82	168
March	82	77	95	254
April	64	68	96	228
May	78	76	112	266
June	160	251	288	699
July	313	360	434	1107
August	197	152	305	654
September	145	106	135	386
October	85	87	104	276
November	50	45	92	187
December	45	53	81	179
			TOTAL	4602

The largest volume of service requests are on the last business day of June (167 in 2018) and the first business day in July (292 in 2018). Contractor will need to complete all service requests by the end of the day. A map identifying service request locations for large volume days is available upon request.

The Contractor will receive an electronic file each morning from the City including the service requests scheduled for the day. The Contractor will electronically return to the City the following information after each service request is complete:

- a) Service address.
- b) Meter number.

- c) Meter read.
- d) Employee name that completed the service requests.
- e) Any applicable notes (e.g. meter turning, meter leak)

The Contractor's software should return this information directly to the City's billing software (Springbrook).

2. Optional Service 2: Meter Replacements

Replace 1,500 5/8", 3/4", and 1" meters. All meters must be replaced outside of the meter reading period. All new water meters will be supplied by the City.

The meter installation crew shall be employed directly by the Contractor. Each meter installation crew shall have a licensed plumber or distribution operator in the State of California. Installation crews shall be experienced, trained, and technically competent.

The Contractor shall report to the City all internal meter or plumbing irregularities including but not limited to meters installed backward, disconnected meters, other indication of tampering such as magnets; if a meter has been removed and replaced with connecting pipes; if registers are disconnected from meter; if there are illegal connections before the meter; or if there are any other circumstances that warrants communication with the City. Photographs shall be taken of all irregularities and supplied to the City.

Work is permitted at individual homes between the hours of 7:00 AM to 5:00 PM Monday through Friday, excluding City holidays.

All work shall be performed in accordance with the California Plumbing Code.

Prior to shutting off water and beginning replacement, customer shall be given 48-hour notice and Contractor shall inspect the existing service. Contractor shall notify the City of the following conditions and shall not proceed with the installation until reviewed and directed by the City:

- a) The existing meter is inaccessible.
- b) The existing meter is set vertically.
- c) The existing service does not comply with the plumbing code or is not constructed of standard potable water supply materials.
- d) The existing service needs repairs prior to installing the water meter.
- e) Other conditions that would prohibit the safe and effective replacement of the water meter.

Contractor shall also record the following information electronically in the field and provide to the City daily:

- a) Property address.
- b) Water service size.
- c) Removed meter register reading and serial number.
- d) New meter register reading and serial number.
- e) New meter manufacturer, model, size, and number of dials.

Upon completion of the meter replacement, all refuse and unused material shall be removed from the site. The site shall be returned to its original condition.

3. Optional Service 3: Alternative Method to Contract Meter Reading Services

The City is interested in other means to accomplish the goals of contract meter reading; an example would be automated meter reading. The proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's project objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternatives and discuss under what circumstances the City would prefer one alternative to the other(s). If an alternative proposal is submitted, the maximum length of the proposal may be expanded proportionately by the number of alternatives submitted. Proposer must provide detailed list of services and cost information for the optional services being proposed.

C. PROJECT SCHEDULE

Preliminary Schedule	Tasks
02/17/2020	<ul style="list-style-type: none"> • Begin Work
02/17 – 03/15/2020	<ul style="list-style-type: none"> • Contractor – City Integration Testing
03/15 – 03/31/2020	<ul style="list-style-type: none"> • City Staff Training
04/01/2020	<ul style="list-style-type: none"> • Go Live

D. 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 or 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.
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.

CONTRACT PERFORMANCE

12. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverages and amounts specified in Section E of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
13. **Business License & Tax.** The Contractor must have a valid City of San Luis Obispo business license & tax certificate before execution of the contract. Additional information regarding the City's business tax program may be obtained by calling (805) 781-7134.
14. **Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with all federal, state, county, city, and special district laws, ordinances, and regulations.
15. **Laws to be Observed.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
16. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
17. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
18. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
19. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
20. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
21. **Immigration Act of 1986.** The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United State pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
22. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.

23. **Work Delays.** Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
24. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment, or services provided by the Contractor (Net 30).
25. **Inspection.** The Contractor shall furnish City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done, and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.
26. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor.
27. **Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.
28. **Hold Harmless and Indemnification.**
 - (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.

29. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.

30. **Termination for Convenience.** The City may terminate all or part of this Agreement for any or no reason at any time by giving 30 days written notice to Contractor. Should the City terminate this Agreement for convenience, the City shall be liable as follows: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten (10) percent of the total purchase price; (b) for custom products, the less of a reasonable price for the raw materials, components work in progress and any finished units on hand or the price per unit reflected on this Agreement. For termination of any services pursuant to this Agreement, the City's liability will be the lesser of a reasonable price for the services rendered prior to termination, or the price for the services reflected on this Agreement. Upon termination notice from the City, Contractor must, unless otherwise directed, cease work and follow the City's directions as to work in progress and finished goods.
31. **Termination.** 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.

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

Requested Changes to Terms and Conditions

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

Proposal Length

- p. 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:

Preliminary Schedule	Tasks
12/10/2019	<ul style="list-style-type: none"> • Issue RFP
12/19/2019	<ul style="list-style-type: none"> • Pre-proposal Conference
01/07/2020	<ul style="list-style-type: none"> • Receive proposals
01/24/2020	<ul style="list-style-type: none"> • Complete proposal evaluation
Week of 01/27/2020	<ul style="list-style-type: none"> • Conduct finalist interviews
02/03/2020	<ul style="list-style-type: none"> • Finalize staff recommendation
02/10/2020	<ul style="list-style-type: none"> • Award/execute contract (by City Manager)
02/17/2020	<ul style="list-style-type: none"> • Start Work

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:

**Thursday, December 19, 2019 11 am PST
879 Morro St. San Luis Obispo**

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

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writing of specification or plan defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided there for in the proposal.

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

SECTION G: FORM OF AGREEMENT

AGREEMENT

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

WITNESSETH:

WHEREAS, on [date], City requested proposals for [redacted], per Project No. [xxxx]

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 Project No. [xxxxx] and Contractor’ proposal dated [date], are hereby incorporated in and made a part of this Agreement. Should there be any conflict between terms set forth in the City Project No. [xxxxx] and Contractor’ proposal dated [date], the terms in this agreement and City Project No. [xxxxx] will govern.
3. **CITY’S OBLIGATIONS.** For providing the services as specified in this Agreement, City will pay, and Contractor shall receive therefore compensation [xxxxxxx]. Contractor shall be eligible for compensation installments after completion of milestone Tasks -E as shown in the attached project schedule.
4. **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

SECTION H: INSURANCE REQUIREMENTS

Operation & Maintenance Contracts

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 CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

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

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

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

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

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

Verification of Coverage. Contractor shall furnish the City with a certificate of insurance showing required coverage. Original endorsements effecting general liability and automobile liability coverage are also 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.

SECTION I: PROPOSAL SUBMITTAL FORM

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: METER READING

Per Meter Price	
Additional Charges	
TOTAL	\$

BID ITEM: OPTIONAL SERVICE 1

Per Service Request	
Additional Charges	
TOTAL	\$

BID ITEM: OPTIONAL SERVICE 2

Per Meter Replacement	
Additional Charges	
TOTAL	\$

BID ITEM: OPTIONAL SERVICE 3

Per Meter Price	
Additional Charges	
TOTAL	\$

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

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

Firm Name and Address

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

Signature of Authorized Representative

	<i>Date</i>
--	-------------

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*City of San Luis Obispo
Specification No. 9xxx*

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	

BIDDERS LIST

Business Name
Contact Name
Address
City, State and Zip Code
Phone No.
Fax No.

Business Name
Contact Name
Address
City, State and Zip Code
Phone No.
Fax No.

Business Name
Contact Name
Address
City, State and Zip Code
Phone No.
Fax No.

Business Name
Contact Name
Address
City, State and Zip Code
Phone No.
Fax No.

Business Name
Contact Name
Address
City, State and Zip Code
Phone No.
Fax No.

Business Name
Contact Name
Address
City, State and Zip Code
Phone No.
Fax No.

☛ NOTE: Not to be included with Bidder's Package when mailed or handed out. This should be included and referenced as an attachment to the Council Agenda Report or City Manager Report.