



# CITY OF SAN LUIS OBISPO

990 Palm Street ■ San Luis Obispo, CA 93401

## Notice Inviting Bids for

### Lightweight Robot for SWAT Use Specification No. 91353

The City of San Luis Obispo is requesting inviting sealed bids for a lightweight robot that will be used by the San Luis Obispo Regional SWAT team pursuant to Specification No. 91353. All bids must be received by the Finance Division by **3:00 pm on May 6<sup>th</sup>, 2015** when they will be opened publicly in the City Hall Council Chambers, 990 Palm Street, San Luis Obispo, CA 93401.

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

Specification packages can be obtained on the City's website and questions about the proposal can be directed to Captain Chris Staley at (805) 781-7142 or [cstaley@slocity.org](mailto:cstaley@slocity.org).



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.

## Specification No. 91353

### TABLE OF CONTENTS

A.	Description of Work	1
B.	General Terms and Conditions	3
	Proposal Requirements	
	Contract Award and Execution	
	Contract Performance	
C.	Special Terms and Conditions	6
	Contract Term	
	Estimated Quantities	
	Proposal Content	
	Proposal Evaluation and Selection	
	Proposal Review and Award Schedule	
	Unrestrictive Brand Names	
	Start and Completion of Work	
	Accuracy of Specifications	
D.	Agreement	9
E.	Insurance Requirements	11
F.	Proposal Submittal Forms	12
	Proposal Submittal Summary	
	References	
	Statement of Disqualifications	
	Bidders List	

## Section A

### Specifications

The City is requesting proposals for the purchase of a light-weight SWAT Robot. The response shall address the following features, at a minimum:

#### 1. GENERAL

- a. Shall be equipped with a minimum of four cameras. Should have at least 1 zoom and one infrared for low to no light conditions
- b. Shall be equipped with wireless RF communication for data, video, and audio communication
- c. Minimum wireless operating range of 500 ft.
- d. Robot must be weather resistant and be usable in rain, snow and mud
- e. Robot should have a warranty covering at least a 2-year period.
- f. 24-7 Technical support for the life of the robot
- g. Battery chargers for the robot and control unit shall be included
- h. Spare batteries for the robot and control unit shall be included

#### DRIVE SYSTEM

- a. Robot shall be equipped with a chain-driven variable speed drive
- b. Robot shall be equipped with tracks for traversing rough terrain
- c. Robot shall be equipped with both front and rear flippers (or similar devices) for stair climbing
- d. Both front and rear flippers shall be remotely adjustable from the command unit
- e. Flippers shall have remotely adjustable factory pre-set positions for stair-climbing
- f. Robot shall be able to climb stairs with a slope of 40 degrees and a step of 8 inches

#### ROBOTIC ARM

- a. Robot shall be equipped with a robotic arm with a minimum of five axes of movement which include:

<b>Turret-</b>	minimum range of motion of +/- 90 degrees
<b>Shoulder-</b>	minimum range of motion of 0-180 degrees
<b>Elbow-</b>	minimum range of motion 0-170 degrees
<b>Wrist-</b>	minimum range of motion 0-270 degrees
<b>Claw-</b>	rotate 360 degrees
- b. Minimum vertical reach from ground of 60 inches
- c. Minimum horizontal reach of 45 inches
- d. Minimum lift capacity of 12 lbs. when arm retracted
- e. Minimum lift capacity of 4.5 lbs when arm extended
- f. Claw closing force of 30 lbf

#### ADDITIONAL FEATURES

- a. Robot shall be capable of firing a small disruptor remotely
- b. Robot shall be capable of initiating non-electric shock-tube remotely
- c. Shall be capable of transmitting video to an auxiliary handheld tablet or monitor at command post or to operators in the field

**In the response, please indicate how your product meets or exceeds these specifications. Please provide information on each specification in the order they are listed here.**

## Section B

# GENERAL TERMS AND CONDITIONS

### PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (bidder) shall meet all of the terms, and conditions of the Invitation for Bids (IFB) or Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the bidder acknowledges agreement with and acceptance of all provisions of the IFB/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 in order to assist the evaluation team in determining the quality of the item being proposed. Proposal documents shall be enclosed in an envelope that shall be sealed and addressed to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. In order to guard against premature opening, the proposal should be clearly labeled with the proposal title, specification number, name of bidder, and date and time of proposal opening. No FAX submittals will be accepted.
3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
  - a. The insurance carrier and its A.M. Best rating.
  - b. Scope of coverage and limits.
  - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the bidder's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section E.

4. **Proposal Quotes and Unit Price Extensions.** The extensions 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 in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a bidder submitting a proposal, or who has quoted prices on materials to such bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.
7. **Cooperative Purchasing.** During the term of the contract, the successful bidder will extend all terms and conditions to any other local governmental agencies upon their request. These agencies will issue their own purchase orders, will directly receive goods or services at their place of business and will be directly billed by the successful bidder.
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.
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 Tax.** The Contractor must have a valid City of San Luis Obispo business tax certificate before execution of the contract. Additional information regarding the City's business tax program may be obtained by calling (805) 781-7134.

## **CONTRACT PERFORMANCE**

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 any and 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 States 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.** *The Contractor agrees to defend, indemnify, protect and hold the City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Contractor's employees, agents or officers that arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the Contractor, and its agents, officers or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.*
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.** 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 termination 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 workscope. The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.



## Section C

### SPECIAL TERMS AND CONDITIONS

1. **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 bidder.
2. **Start and Completion of Work.** Work on this project shall begin within one calendar day after contract execution and shall be completed within 180 calendar days thereafter.
3. **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.
4. **Submittal of References.** Each bidder shall submit a statement of qualifications and references on the form provided in the RFP package.
5. **Statement of Contract Disqualifications.** Each bidder shall submit a statement regarding any past governmental agency bidding or contract disqualifications on the form provided in the RFP package.
6. **State Cooperative Purchasing Program.** The City of San Luis Obispo participates in the State Cooperative Purchasing Program. As such, the City can purchase the items described in Section A through this program. Accordingly, the City will purchase from the State or the lowest responsible, responsive bidder, after allowing adjustments for the cost of pickup and/or delivery from the State, adjustments for after-market modifications, and adjustments for sales tax from local dealers, as it determines to be in its best interest.
7. **Proposal Content.** Your proposal must include the following information:

#### *Submittal Forms*

- a. Proposal summary form.
- b. Certificate of insurance.
- c. References from at least three firms for whom you have provided similar services.
- d. Statement of past contract disqualifications.

#### *Qualifications*

- e. Experience of your firm in performing similar services.
- f. Resumes of the individuals who would be assigned to this project, including any sub-Contractors.
- g. Standard hourly billing rates for the assigned staff, including any sub-consultants.
- h. Statement and explanation of any instances where your firm has been removed from a project or disqualified from proposing on a project.

### ***Work Program***

- i. Detailed responses to the technical proposal requirements in Section A.
- j. Tentative schedule by phase and task for completing the work.
- k. Estimated hours for your staff, coordinating with City staff, to complete the tasks, including any hardware and software acquisitions.
- l. Services or data to be provided by the City (City staff will be installing desktop devices.)
- m. Any other information that would assist us in making this contract award decision.

### ***Compensation***

- n. Detailed bill of materials with respective costs for proposed system, to include hardware, software and any engineering services. (See the Proposal Submittal form on page 18).

### ***Proposal Copies***

- o. 3 copies of the proposal must be submitted.

8. **Proposal Evaluation and Selection.** Proposals will be evaluated by a staff review committee based on the following criteria:

- a. Understanding of the product requested by the City.
- b. Technical capability.
- c. System management and maintenance.
- d. User interfaces and ease of use.
- e. Total cost of ownership.
- f. Maintenance packages and alternatives.
- g. Equipment upgrade mechanisms and cost.
- h. Training.
- i. Known or intended changes to hardware and/or software over the next year.
- j. Next generation devices that are commercially shipping within 6 months from date of presentation.
- k. Quality, clarity and responsiveness of the proposal.
- l. Recent experience in successfully providing similar technology.
- m. References.
- n. Proposed cost(s).

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.

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

- a. Issue RFP

04/22/15

- |    |                               |          |
|----|-------------------------------|----------|
| b. | Receive proposals             | 05/06/15 |
| c. | Complete proposal evaluation  | 05/13/15 |
| d. | Finalize staff recommendation | 05/14/15 |
| e. | Award and execute contract    | 05/21/15 |
- 
10. **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.
  
  11. **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 City and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.
  
  12. **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.
  
  13. **Required Deliverable Products.** The Contractor will be required to provide the following:
    - a. Robot and control device.
    - b. System documentation (user guides, administration guides, etc.) submitted in Adobe Acrobat PDF format.
    - c. Training.
  
  15. **Attendance at Meetings and Hearings.** As part of the workscope and included in the contract price is attendance by the Contractor at meetings to present and discuss his/her findings and recommendations. The Contractor shall attend as many "working" meetings with staff as necessary in performing workscope tasks.
  
  16. **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. Proposers 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 proposer 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 proposer 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 proposer 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 proposer to achieve the project's objective or standard beyond the amounts provided therefore 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 D

# 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], hereinafter referred to as Contractor.

### WITNESSETH:

WHEREAS, on DATE City requested proposals for rugged tablets, rugged laptops, fix mounted mobile data computers and in-car video systems per Specification No 91236.

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

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 services.
2. **INCORPORATION BY REFERENCE.** City Specification No. 91236 and Contractor's proposal dated \_\_\_\_\_, are hereby incorporated in and made a part of this Agreement. To the extent that the terms and conditions of the Contractor's proposal conflict with the terms and conditions of this Agreement and/or the City's Specifications, the City's provisions shall prevail, unless expressly agreed otherwise in writing signed by both parties.
3. **CITY'S OBLIGATIONS.** For providing rugged tablets, rugged laptops, fix mounted mobile data computers and in-car video systems as specified in this Agreement, City will pay and Contractor shall receive therefore compensation in a total sum not to exceed [\$ \_\_\_\_\_ .00 ].
4. **CONTRACTOR'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to do everything required by this Agreement and the said specification.

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 Council of the City.

6. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.

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

**City** City Clerk  
City of San Luis Obispo  
990 Palm Street  
San Luis Obispo, CA 93401

**Contractor** Name  
Address

8. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that each individual 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.

ATTEST: CITY OF SAN LUIS OBISPO

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager, Katie Lichtig

APPROVED AS TO FORM: CONTRACTOR

\_\_\_\_\_  
City Attorney, Christine Dietrick

By: \_\_\_\_\_

## **Section E**

### **INSURANCE REQUIREMENTS: Consultant Services**

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

**Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

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

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

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

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

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by

the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

**Verification of Coverage.** Contractor shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.



# PROPOSAL SUMMARY FORM

The undersigned declares that she or he:

- Has carefully examined Specification No. 91353, which is hereby made a part of this proposal.
  - Is thoroughly familiar with its contents.
  - Is authorized to represent the proposing firm.
- Certificate of insurance attached; insurance company's A.M. Best rating: \_\_\_\_\_ .  
 Technical proposal documentation attached.

In addition to the summary information that is to be provided below, please indicate on a separate form(s) how your product meets or exceeds the specifications listed above. List each specification in the same order that it is listed above, then explain how your product meets or exceeds that item.

Description	Quantity	Unit Price	Total
Discounts: special pricing, etc.			
Sales tax @ 8.00%			
Shipping and Handling			
<b>TOTAL BASE PRICE</b>			
<b>TOTAL</b>			\$

**Firm Name and Address**

Contact	Phone

**Signature of Authorized Representative**

Date

--

## REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name or by the principal assigned to this engagement: \_\_\_\_\_years.

Describe fully the last three contracts performed by your firm or the principal assigned to this engagement which demonstrates 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

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

### Reference No. 2

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

### Reference No. 3

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

## STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Contractor 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 proposing 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  No

■ *If yes, explain the circumstances.*


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

\_\_\_\_\_  
Signature of Authorized Contractor