

Notice Requesting Proposals for
LAGUNA LAKE GOLF COURSE
FOOD/BEVERAGE CONCESSIONAIRE

The City of San Luis Obispo is requesting sealed proposals for a food and beverage concessionaire at Laguna Lake Golf Course pursuant to Specification No. 91002. All proposals must be received by the Finance Department by Friday, March 12, 2010 at 3:00pm 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, proposer name, and time and date of the proposal opening. Proposals shall be submitted using the forms provided in the specification package.

A pre-proposal conference will be held at Laguna Lake Golf Course, 11175 Los Osos Valley Road, San Luis Obispo on Thursday, March 4, 2010 at 10:00am to answer any questions that the prospective vendors may have regarding the City's request for proposals.

Specification packages and additional information may be obtained by contacting Linda Fitzgerald, Recreation Manager at (805) 781-7293 or by email at Lfitzgerald@slocity.org.



Specification No. 91002

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	7
	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	11
E.	Insurance Requirements	14
F.	Proposal Submittal Forms	16
	Proposal Submittal Summary	
	References	

Section A

DESCRIPTION OF WORK

Background:

Laguna Lake Golf Course, owned and operated by the City of San Luis Obispo, is a 10-hole, executive length course that has been in operation since the mid-1960's. Staff prides itself on a well-maintained facility and consistently receives positive feedback on the course upkeep and the high level of customer service provided by City staff. The site is located approximately 100 yards from a public middle school and is adjacent to a senior mobile home park, condominiums, and private residences. A shopping center is approximately ½ mile from the golf course.

The pro shop is the base of operations for the course. Staff manages tee times, food and merchandise sales, and serves as starter for the course. At one time, the pro shop had a snack bar when the course was under private management. Since the City took over the course operations in the early 1980's, there has not been food service options offered other than simple vending items, such as sodas, pre-packaged food, candy bars, etc. The proposed area currently serves as the office for the golf course supervisor, supply storage and work area. Concessionaire facilities that meet current health department codes are not in place at the golf course and the successful proposer will be responsible for any upgrades needed to bring the area up to code if food is to be prepared on site.

Typically, the clientele is mostly seniors during the weekday mornings, youth golf two to three days a week in the afternoons, and general play for the rest of the day. The course is operated 364 days a year, closing only on Christmas Day. Approximately 40,000 rounds are played each year at the golf course.

A 2003 report to City Council indicated that there would be a benefit to offering food and beverage service at the golf course. At the annual budget status report presented to the City Council in May 2008, staff reviewed the 2003 report and Council encouraged staff to seek a possible food/beverage vendor to enhance the service provided at the golf course and to assist in bringing in a new revenue source to help offset operating costs. Staff released a RFP in 2008 but no proposals were received. Subsequently, a concessionaire came forward and provided food on site for an 8 month period; the vendor bowed out due for personal reasons.

The City Council received a report on golf course best practices in January 2010. At that meeting, the Council directed staff to pursue another food and beverage concessionaire and supported alcohol sales to enhance the operations at the golf course. Comments by the Council included the possibility of a beverage cart service that could roam the golf course and provide food and beverages to golfers while they were playing.

Options:

There is flexibility in how the food and beverage service may be offered at the golf course. The following are suggestions but proposers are not limited to these options:

1. Clubhouse improvements will need to be made if food is prepared on site. The proposer would be responsible for any improvements needed to bring the facility up to health and safety codes necessary for safe and sanitary operations for on site preparation and storage. The cost for the improvements would be borne by the proposer and must meet State building codes and County Health Department requirements.

2. A beverage cart service could be used to provide beverages and pre-packaged food to the golfers while playing. Carts must be of the type that are designed to be used on a golf course and would not damage turf:



A list of suppliers will be available at the pre-proposal meeting. Carts may be available for lease or purchase; it will be up to the proposer to secure arrangements with the cart vendor.

3. The City would consider a self-contained structure or trailer that could be located near the clubhouse or could be centrally located on the course. Structures must meet City building codes and comply with County Health Department regulations. The proposer is responsible for any certificates, improvements, and permits needed. An example of a self-contained structure is below:



Criteria for Proposal:

In responding to this request for proposal, the proposer should provide the following:

1. Please provide details on how the service will be provided – site improvements, beverage cart, self-contained structure, or other alternatives. Provide information on the types of improvements needed, an approximate cost for the improvements, and square footage needed to operate the service.
2. Please provide a description of how the sale and storage of alcohol will be handled on site.
3. Ability to obtain necessary insurance certificates to cover general liability and liquor liability, if a license to serve alcohol is planned by the proposer.
4. Ability to meet the qualifications to obtain a license to serve alcohol through Alcohol Beverage Control.
5. Ability to obtain a business license from the City of San Luis Obispo.
6. Describe the background and experience of the vendor in providing food and beverage services. Indicate the amount of experience in alcohol sales.
7. Indicate the proposed hours of operation for the food/beverage service.
8. Provide a sample menu of the types of food that will be served and a list of prices.
9. Describe how the food service areas will be maintained and cleaned and a high degree of customer service attained.

10. Provide three references with direct knowledge of the proposer's ability to provide the service being proposed.

11. The City will consider a long-term agreement with the proposer, subject to negotiation of terms agreeable to both parties. Financial compensation for improvements made on site to comply with health and safety regulations will be negotiated as a part of the agreement. Proposals should indicate preliminary terms for the agreement including rent, percentage of gross revenues to be given to the City, and length of the agreement.

Section B

GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal shall meet all of the terms, and conditions of the Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the proposer acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be enclosed in an envelope that shall be sealed and addressed to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. In order to guard against premature opening, the proposal should be clearly labeled with the proposal title, specification number, name of proposer, 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 proposer'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 proposer 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 proposer for any item are not in agreement, the unit price alone will be considered as representing the proposer's intention and the proposal total will be corrected to conform to the specified unit price.
5. **Proposal Withdrawal and Opening.** A proposer 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 proposer unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Proposers 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 proposer submitting a proposal, or who has quoted prices on materials to such proposer, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other proposers submitting proposals.

7. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

8. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
9. **Competency and Responsibility of Proposer.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of proposers. Proposers will provide, in a timely manner, all information that the City deems necessary to make such a decision.
10. **Contract Requirement.** The proposer 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.
11. **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.
12. **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

13. **Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.
14. **Laws to be Observed.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
15. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
16. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
17. **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.

18. **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.
19. **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.
20. **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.
21. **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.
22. **Inspection.** The Contractor shall furnish City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.
23. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor
24. **Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.
25. **Hold Harmless and Indemnification.** *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 in whole or in part 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.

26. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
27. **Termination.** 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. **Contract Term.** The services identified in these specifications will be used by the City between March 2010 and a time to be determined between the City and Proposer. The quote for these services must be valid for the entire period indicated above unless otherwise conditioned by the bidder in its proposal.
2. **Contract Extension.** The term of the contract may be extended by mutual consent for an additional three years, provided the contractor has performed to the City's satisfaction and in accordance with the contract. During this extended period, unit prices may not be increased by more than the percentage change in the US consumer price index for All Urban Consumers (CPI-U), from July to June.
3. **Start and Completion of Work.** Improvement work associated with this contract shall begin within 30 calendar days after contract execution and shall be completed within 180 calendar days thereafter.
4. **Submittal of References.** Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.
5. **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.
6. **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. Please provide details on how the service will be provided – site improvements, beverage cart, self-contained structure, or other alternatives. Provide information on the types of improvements needed, an approximate cost for the improvements, and square footage needed to operate the service.
- e. Description of how the sale and storage of alcohol will be handled on site.
- f. Ability to obtain necessary insurance certificates to cover general liability and liquor liability, if a license to serve alcohol is planned by the proposer.
- g. Ability to meet the qualifications to obtain a license to serve alcohol through Alcohol Beverage Control, if proposed.
- h. Ability to obtain a business license from the City of San Luis Obispo.

- i. Describe the background and experience of the vendor in providing food and beverage services. Indicate the amount of experience with alcohol sales.
- j. Indicate the proposed hours of operation for the food/beverage service.
- k. Provide a sample menu of the types of food that will be served and a list of prices.
- l. Describe how the food service areas will be maintained and cleaned and a high degree of customer service attained.
- m. Provide three references with direct knowledge of the proposer's ability to provide the service being proposed.
- n. Describe the experience of your firm in performing similar services.
- o. Statement and explanation of any instances where your firm has been removed from a project or disqualified from proposing on a project.
- p. The City will consider a long-term agreement with the proposer, subject to negotiation of terms agreeable to both parties. Financial compensation for improvements made on site to comply with health and safety regulations will be negotiated as a part of the agreement. Proposals should indicate preliminary terms for the agreement including rent, percentage of gross revenues to be given to the City, and length of the agreement.

Proposal Length and Copies

- q. Proposals should not exceed [20] pages, including attachments and supplemental materials.
- r. Three copies of the proposal must be submitted.

7. Proposal Evaluation and Selection. Proposals will be evaluated by a review committee based 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 qualifications necessary for successfully performing the work required by the City.
- d. Recent experience in successfully performing similar services.
- e. Proposed approach in completing the work.
- f. References.
- g. Background and related experience of the specific individuals to be assigned to this project.
- h. Proposed compensation.

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.

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

a.	Issue RFP	2/18
b.	Conduct pre-proposal conference	3/4
c.	Receive proposals	3/12
d.	Complete proposal evaluation	3/16
e.	Conduct finalist interviews	3/19
f.	Finalize staff recommendation	3/24
g.	Award contract	4/6
h.	Execute contract	4/15
i.	Start work	5/3

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

Thursday, March 4, 2010 – 10:00am
Laguna Lake Golf Course
11175 Los Osos Valley Road, San Luis Obispo, CA 93405

10. **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 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.

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. 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 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 d 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 proposer. An ambiguity or defect shall be considered patent if it is of such a nature that the proposer, 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 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 D

FORM OF AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on _____, 2010 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and _____, hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on February 18, 2010, City requested proposals for providing food and beverage service at Laguna Lake Golf Course per Specification No. 91002.

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

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, for _____ years, once all improvements have been completed. Contractor has ____ months from the date this Agreement is made to complete all improvements necessary to conduct the food and beverage operations or the Agreement will be terminated. An additional _____ year extension of this agreement may be made upon mutual agreement by the City and Contractor.

2. **INCORPORATION BY REFERENCE.** City Specification No. 91002 and Contractor's proposal dated _____, are hereby incorporated in and made a part of this Agreement.

3. **CITY'S OBLIGATIONS.** The City agrees to provide space and other amenities for the proposed food and beverage service, as described in Exhibit [] attached hereto and incorporated into this Agreement.

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 provide food and beverage service, as described in Exhibit [] attached hereto and incorporated into this Agreement.

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 CAO 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. **TERMINATION.** Either party may terminate the Agreement provided that 60 days written notice is given.

8. **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

9. **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

APPROVED AS TO FORM:

CONTRACTOR

City Attorney

By: _____

Section E

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.
4. Liquor Liability Insurance (if liquor service is proposed).

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. Liquor Liability Insurance: \$2,000,000 per occurrence (if liquor service is proposed).

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may review options with the contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions.

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 additional 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 contract, the Contractor's insurance coverage shall apply first and on a primary basis 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 mail, 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.

PROPOSAL SUBMITTAL FORM

Sample F

The undersigned declares that she or he:

- Has carefully examined Specification No.91002, which is hereby made a part of this proposal.
 - Is thoroughly familiar with its contents.
 - Is authorized to represent the proposing firm.
 - Agrees to perform the work as set forth in this proposal.
- Certificate of insurance attached; insurance company's A.M. Best rating: _____.

Firm Name and Address

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

Signature of Authorized Representative

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

REFERENCES

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

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

Reference No. 1

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	

