

# CITY OF SANTA MONICA



## DIGITAL WAYFINDING & OUT OF HOME ADVERTISING KIOSK PROGRAM

### REQUEST FOR PROPOSALS

City Manager's Office

RELEASE DATE: December 1, 2021

DEADLINE FOR QUESTIONS: December 16, 2021

RESPONSE DEADLINE: January 21, 2022, 4:00 pm

APPROVED FOR ADVERTISEMENT

CITY CONTACT:

Debbie Lee

# **City of Santa Monica**

## **Request for Proposals**

### ***Digital Wayfinding & Out of Home Advertising Kiosk Program***

## **Table of Contents**

- 1. Introduction**
- 2. Scope of Work**
- 3. Vendor Response**
- 4. Evaluation Criteria**
- 5. Award Process**
- 6. Terms & Conditions**

#### **Attachments:**

A - Proposer Checklist

B - Non-Discrimination Policy, Debarment Certification & Non-Collusion Declaration

C - Prevailing Wage Job Acknowledgement

D - Proposed Subcontractors

E - Certificate of Compliance

F - Living Wage Certificate & Oaks Disclosure

G - Sample OOH Franchise Agreement

H - Franchise Agreement Insurance Requirements

# 1 INTRODUCTION

## 1.1 Summary

The City of Santa Monica, (referred to hereafter as “the City”) is inviting proposals from qualified persons or firms interested in a Digital Wayfinding and Out of Home Advertising Kiosks franchise agreement for an initial term of twenty years with one option for renewal of 10 years, to be exercised at the City’s sole discretion.

## 1.2 Background

Questions regarding this Request for Proposals may only be directed to the Authorized Contact in writing. Applicants may contact ONLY the City Contact. Other City officers, agents, employees or representatives do not have authority to respond on behalf of the City. Contact with unauthorized City personnel during the selection process may result in disqualification.

## 1.3 Contact Information

The City has designated Debbie Lee, as its contact (the “City Contact”) for this request for proposals (this “RFP”). The City Contact’s information is listed below:

Any inquiries or requests regarding this procurement should be submitted via ProcureNow. Other City officers, agents, employees or representatives do not have authority to respond on behalf of the City. Contact with unauthorized City personnel during the selection process may result in disqualification.

### **Debbie Lee**

Chief Communications Officer  
1685 Main Street  
Santa Monica, CA 90401  
Email: [debbie.lee@smgov.net](mailto:debbie.lee@smgov.net)  
Phone: [\(310\) 458-8301](tel:(310)458-8301)

### **Department:**

City Manager's Office

### **Department Head:**

David White  
City Manager

## 1.4 Timeline

Proposal Calendar

The following is a list of key dates:



Meeting link: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MWlZNzNjMmYtMml2NS00YzY1LWEwNTgtZGRhMDZhYmZhY2Jl%40thread.v2/0?context=%7b%22Tid%22%3a%22c7e92aae-df65-4bdf-9e1f-86b3f233aeb2%22%2c%22Oid%22%3a%22aa88b8f8-7916-4e6a-a49f-adaa105a90c0%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MWlZNzNjMmYtMml2NS00YzY1LWEwNTgtZGRhMDZhYmZhY2Jl%40thread.v2/0?context=%7b%22Tid%22%3a%22c7e92aae-df65-4bdf-9e1f-86b3f233aeb2%22%2c%22Oid%22%3a%22aa88b8f8-7916-4e6a-a49f-adaa105a90c0%22%7d)

<b>Release Project Date</b>	December 1, 2021
<b>Pre-Proposal Meeting (Mandatory)</b>	December 13, 2021, 1:00pm See Meeting Link Above
<b>Question Submission Deadline</b>	December 16, 2021, 4:00pm
<b>Question Response Deadline</b>	December 22, 2021, 4:00pm
<b>Proposal Submission Deadline</b>	January 21, 2022, 4:00pm
<b>Final Candidate Interviews</b>	Week of January 31st

## 2 SCOPE OF WORK

### 2.1 PURPOSE

The purpose of these kiosks is to provide interactive information to residents and visitors as well as enhance public safety via emergency capabilities. Kiosks are expected to include a variety of public benefits and smart technologies such as, but not limited to:

- Wayfinding information
- Public information
- Economic development information related to local businesses and attractions
- Public safety alerts, panic functions, and public safety surveillance
- Public Wi-fi
- Connection to the City’s 3-1-1 Customer Service Portal
- Real-time transportation options and arrival/departure data (e.g., bus, train, shared mobility devices, etc.)
- Pedestrian/auto counts and behavior data



- Multilingual display: English and Spanish (required), and Mandarin, and/or other languages (preferred) ; and
- City minimum advertising available space and time for its own purposes

Successful franchisee will be managing a comprehensive advertising program and will include providers who have successfully deployed, operated, and maintained kiosk programs in a minimum of three other similar markets, have a demonstrated history of producing strong advertising revenues, and be committed to actively managing the program to meet the needs of the City of Santa Monica and its residents. This will be a zero-dollar contract with the provider to deploy, operate, and maintain kiosks at no cost to the City, with compensation realized through a percentage of advertising revenues.

## **2.2 CONTRACT TERM & PHASED IMPLEMENTATION**

The City of Santa Monica is interested in entering into a franchise agreement for the installation, operations, and maintenance of kiosks to be deployed throughout the City along major commercial corridors in two proposed phases for an initial term of 20 years with one option for renewal of 10 years.

The City conducted a detailed valuation study to determine the locations included in each of the two phases outlined below. Proposals should model contract terms using the provided information as a guide. Proposals that provide alternative approaches will be considered, but clear methodology and justification for alternative approaches must be provided, including any variations to the phasing.

The franchisee shall develop a phased kiosk deployment strategy, including a deployment and installation schedule that seeks to maximize revenue, usefulness and functionality. The franchisee shall maintain exclusive ownership of the kiosks for the duration of the agreement.

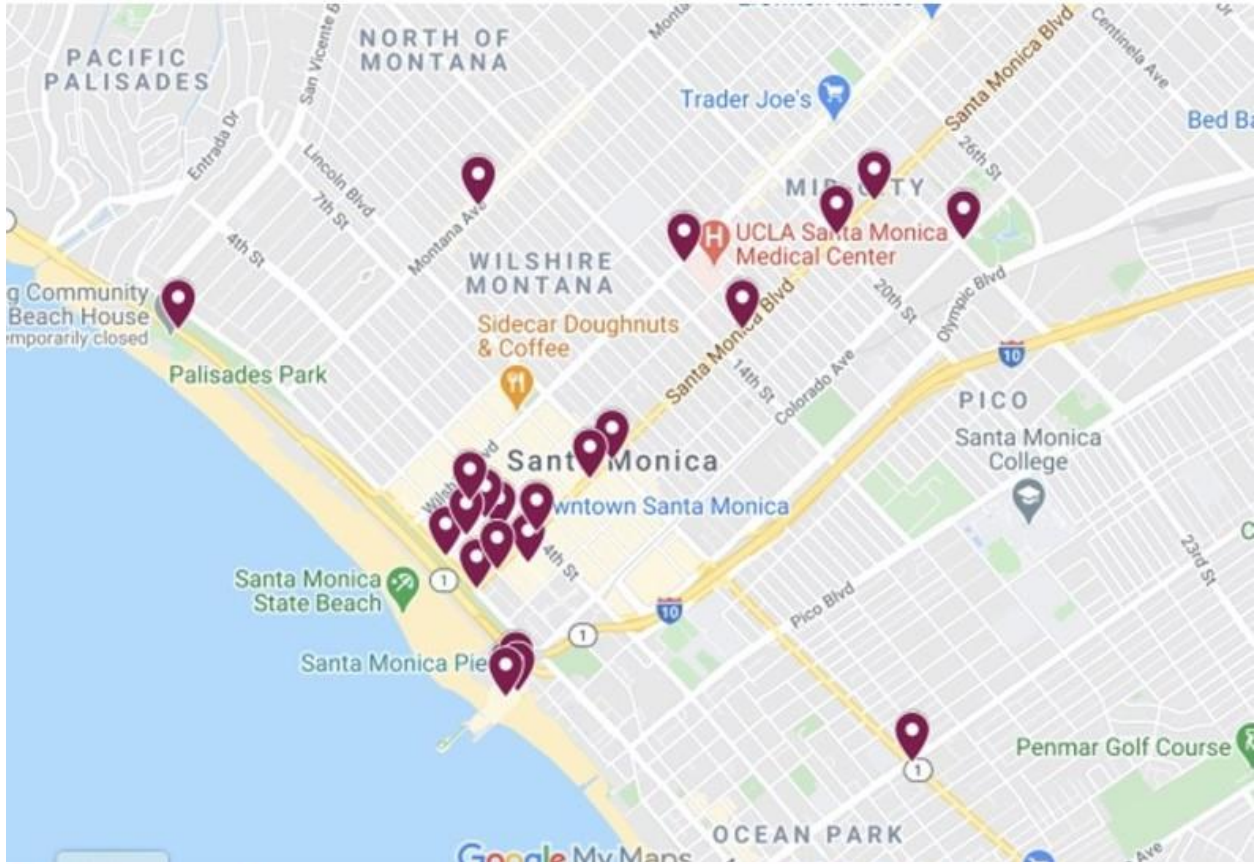
The franchisee will be expected to, in partnership with City staff, participate in outreach related to the locations, installation, and operation of the kiosks with community stakeholders, including but not limited to residents, business improvement districts, property-based assessment districts, and neighborhood organizations.

The franchise term will commence upon contract execution. Phase 1 is anticipated to be completed within the first year of the franchise agreement. Proposals should include revenue projections for each kiosk location and each phase. Each phase beyond Phase 1 is dependent upon City Council approval.



**2.3 PHASE 1**





Phase	Locations
1	Santa Monica Blvd & 2 <sup>nd</sup>
1	Santa Monica Blvd & Lincoln Blvd
1	2 <sup>nd</sup> & Arizona
1	3 <sup>rd</sup> Street Promenade
1	4th & Santa Monica Blvd
1	7th & Santa Monica Blvd
1	Annenberg Community Beach House

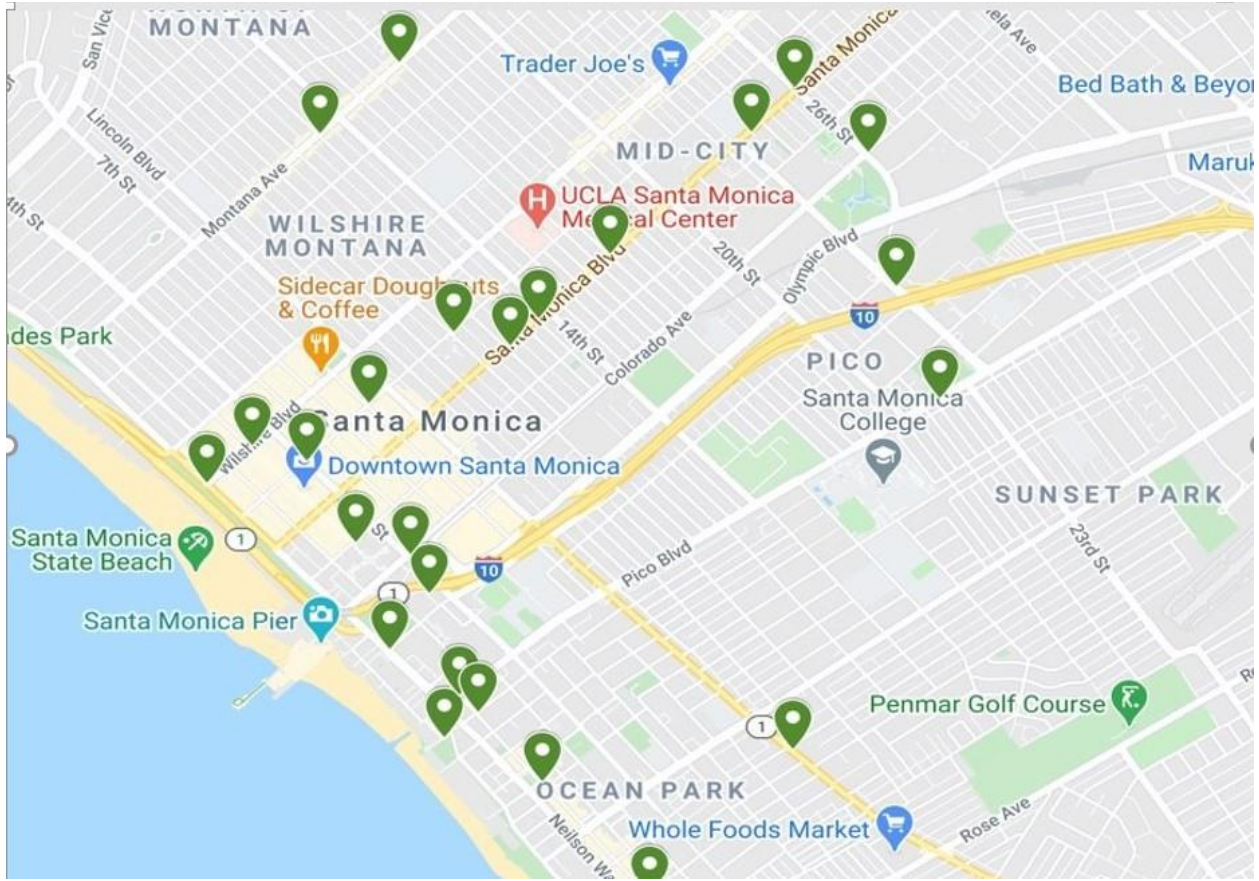


Phase	Locations
1	3 <sup>rd</sup> Street Promenade
1	3 <sup>rd</sup> Street Promenade
1	Wilshire - UCLA Medical Center
1	Santa Monica Pier
1	Santa Monica Pier
1	Santa Monica Pier
1	Santa Monica Pier
1	Santa Monica Pier
1	Santa Monica Pier
1	Arizona & 3 <sup>rd</sup>
1	Colorado & Cloverfield
1	Montana & 11 <sup>th</sup>
1	Ocean & Santa Monica Blvd
1	Santa Monica Blvd & 20 <sup>th</sup>
1	Ocean & Arizona
1	Ocean Park Blvd & Lincoln
1	Providence John Wayne Cancer Institute
1	Santa Monica Blvd & 15 <sup>th</sup>



## 2.4 PHASE 2





City of Santa Monica  
City Manager's Office  
Request for Proposals  
Digital Wayfinding & Out of Home Advertising Kiosk Program

Phase	Locations
2	Lincoln & Hill St
2	Montana & Euclid
2	Santa Monica Blvd & 24th
2	Santa Monica Blvd & Euclid
2	Wilshire & 3rd
2	Arizona & 11th
2	Arizona & 7th
2	Cloverfield
2	Colorado Ave & 4th
2	Crescent Bay Park
2	Montana & 17th
2	Virginia Ave Park
2	Ocean Ave & Olympic Drive
2	Santa Monica & 26th
2	Santa Monica Blvd & 12th Ct
2	Santa Monica Blvd & 17th
2	Wilshire & Ocean Ave
2	Main St & Ashland Ave
2	Main St & Bay St
2	Main St & Hollister Ave
2	Main St & Pico Blvd



Phase	Locations
2	Arizona & 4th
2	Broadway & 3rd
2	City Hall
2	Colorado & 26th

## 2.5 KIOSK REQUIREMENTS

### Electrical Solutions

The City will cooperate with the successful Franchisee to obtain electrical service to the kiosks from Southern California Edison (SCE). The City may have to enter into an easement agreement with SCE for installation of electrical utilities for the kiosks; however, the Franchisee would be responsible for all costs of utility installation, maintenance, operation, and removal. It is possible that kiosks located in close proximity to each other may be serviced by one electrical supply installation.

The successful Franchisee will need to provide an estimated electrical demand per kiosk. Electricity costs are approximately \$0.15-20/kWh and are subject to future increases approved by the Public Utilities Commission. The Franchisee will be responsible for the costs of electricity service.

### Performance Specifications and Installation

Santa Monica is a coastal community that generally experiences mild climates, but kiosks must be fabricated to withstand heavy usage and environmental elements including extreme heat, cold, rain, humidity, sun exposure, and salt air that can result in the corrosion and deterioration of metal, paint, and finishes. Kiosk locations will be in busy commercial corridors and materials should be engineered for easy cleaning and replacement of parts due to damage or graffiti. Franchisee must assume a life expectancy of 30 years for each kiosk and specify a replacement program upon damage or destruction to ensure timely replacement. It is anticipated that Franchisee and City will negotiate a requirement with a minimum number of kiosks to be fully operational at any time. Exposed fasteners on finished faces will not be allowed. All wiring conduit, and other electrical items within sign enclosures must be fully enclosed and concealed.

Franchisee would be responsible for developing plans and specifications considering performance guidelines above. Design and calculations will require certification by an Engineer licensed in the State of California and final design must be approved by the City of Santa Monica.

Selected franchisee will be required to provide shop drawings for all items prior to installation including, but not limited to the following:



- Complete fabrication and installation drawings for each kiosk. Indicate dimensions, materials, finishes, fastening, anchorage, joining, sealing, backing, utility requirements, rough-ins, and adjacent related site conditions
- Connection and routing for all power and data cabling
- Provide detailed rendering of the kiosk exterior design and user-interface.
- Describe the standard equipment hardware and software functionality in addition to any customizations that are available
- Describe any the process for customization and design acceptance
- Provide a detailed project schedule and proposed deliverables. A Gantt chart is acceptable. Please indicate any anticipated supply chain issues.
- Provide a map identifying areas within the City limits where City proposed kiosk location may differ from your proposed location and why.
- Describe the process for working with the city to identify mutually agreeable locations and the process to relocate installed kiosks due to construction or updated market conditions without cost to the City.
- The proposer shall develop a Phase kiosk deployment strategy, including a deployment and installation schedule that seeks to maximize revenue, usefulness and functionality.

Franchisee or their contractor would be required to be a licensed General Engineering “A” Contractor in the State of California to install the kiosks.

**Permitting:** Franchisee will need to obtain all required ministerial installation permits such as excavation and traffic control permits, to the extent required by the City’s code. However, no sign permits will be required provided that franchisee installs kiosks in accordance with the franchise agreement.

Acquiring all necessary permits and the associated fees are the responsibility of the franchisee, including, without limitation, the following right-of-way management regulations (Santa Monica Municipal Code (SMMC) Chapter 7) and City Engineer requirements (Requirements can be found on City's website [santamonica.gov](http://santamonica.gov)):

- [Excavation Permit Requirements](#)
- [Offsite Improvement Permit Requirements](#)
- [Temporary Traffic Control Requirements](#)

NOTE: Work on a street of significance (see [Table 1 in the Temporary Traffic Control Requirements](#)) that does not encroach into a general purpose/vehicular lane or bike lane (e.g., work is confined to the shoulder, parking lane, or sidewalk) does not require a City-approved TTCP. In these cases, contractors/workers shall comply with the 2019 Work Area Traffic Control Handbook (WATCH) and Part 6 of the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD), but are not required to formally submit a TTCP to the City for review and approval.



## Size and Positioning of Kiosk

The kiosk size must be approved by the City as being appropriate for each location specified in Phase I and II and enhance the ambiance of the street. Kiosk size may also vary based on size of sidewalk space and other site-specific constraints.

The selected franchisee will be responsible for locating the proposed kiosks in the public right of way, in a manner that does not conflict with pedestrian/traffic flow and/or impact roadway safety. The franchisee must seek City's approval (detailed plan) for the final size and locations of the kiosks, taking into consideration at a minimum:

- Sidewalks should provide a minimum travel path of five feet. Up to seven feet may be required in high pedestrian volume areas.
- Kiosks should be positioned a minimum of two feet from the face of curb.
- The franchisee will be required to design any necessary foundations and consider potential conflicts with underground utilities.
- Kiosks should be positioned so they do not obstruct access to adjacent doorways or parklets and outdoor dining areas, or impact sight lines at, or near, intersections, bus stops, driveways, or crosswalks.

Placement of kiosks should factor in existing signage, including but not limited to bus signs, traffic signs, street parking meters/pay stations, and electric vehicle charging stations. If there is an ability to consolidate signage, franchisee is expected to make every effort to ensure an aesthetically pleasing and unobstructed pedestrian experience.

## Kiosk Physical Characteristics / Requirements

Describe how your kiosks will be accessible to people with different abilities and languages and adhere to all ADA and relevant legal requirements including:

- ADA Compliance: Kiosks must be accessible to persons with disabilities and adhere to the American Disabilities Act of 1990 ("ADA") and other relevant legal requirements.
- Minimum touchscreen height (ADA enabled) = 15 inches
- Side reach maximum (i.e. footing-to-screen distance) = 10 inches
- Leading edge of protrusion must be less than 27 inches
- Any other not mentioned above.

## Connectivity, Integration, and Data

Proposals should clearly identify network connection technology and data transfer technology between the City and the kiosk for City content. The City owns and operates a municipal fiber-optic network in Downtown Santa Monica and along major commercial corridors throughout the City of Santa Monica. The City prefers to leverage its fiber network as the primary means of connectivity to the Internet and cloud-hosted services operated by the service provider. The City will consider cellular connectivity as an



alternative to the fiber connectivity option, provided that the proposed solution will support minimum LTE, preferably 5G speeds, and can demonstrate a reliable signal at proposed deployment locations.

### **Individual Privacy & Security Requirements**

All data collected by the franchisee must be approved by and shared with the City, at no cost and with no restrictions. Franchisee shall include standards/policies for data collection and privacy protections for the City's consideration.

- Franchisee will perform operating systems and application security update and/or patches expediently.
- Built-in local administrator accounts will be disabled and renamed.
- Default and generic usernames and passwords should be changed or disabled.
- Products, including operating systems, that no longer receive security updates will not be considered.
- Must include malware protection software with up-to-date definitions.
- Must be free of malware.
- Must provide physical protection measures.
- The use of full disk encryption is required.
- Kiosks should not store any Personal Identifiable information.
- Kiosk systems software, network, and backend device data must be inaccessible to end users.
- Kiosk management solution should be able to monitor kiosks, update kiosk content and configurations, and view health and usage statistics remotely.
- Kiosks will prevent unrestricted access to the underlying kiosk hardware by restricting external access to cabling or internal components, such as hard drives and USB and serial ports that would allow installation of malicious software or devices.
- Internal components, such as hardware must be enclosed in a secure manner to prevent theft of hardware.

Describe your plan to ensure security measures and protocol are achieved and administered for kiosk content to be protected against unauthorized access or 'hacking'.

### **Content**

Describe your proposed process to receive and push city content such as documents, web links, maps, images and other content; provide details as to which formats kiosks will accept.

- Provide a list of minimum integrations and/or APIs
- Publicly available data sources



- City's ESRI geospatial platform
- Bandwidth for users, scalability in high traffic area

## **2.6 ADVERTISING PROGRAM & REVENUE SHARE**

It is anticipated that commercial advertisements displayed on the kiosks will provide a self-sustaining source of revenue with reasonable return to offset the cost of the Outdoor Wayfinding Program. Franchisee must assume the responsibility for successful advertising procurement. Proposals must include:

- Detailed advertising projections;
- Cost recovery for kiosks, installation, utility costs, and maintenance over the term of the contract;
- Revenue sharing model that will include a percentage guaranteed to the City and a minimum revenue guarantee for every year of the agreement;
- Plan for ongoing management of advertising sales; and
- Revenue schedule should correspond with every kiosk and location
- Provide a minimum percentage of advertising space availability for the City to display information for its purpose.

## **2.7 ADVERTISING GUIDELINES & MANAGEMENT**

The advertising policy for the kiosks will need to be approved by the City Council before the franchise agreement is awarded to any franchisee. For purposes of responding to this RFP, franchisee should assume that the intent of the advertising policy is to enable the kiosks to provide pedestrian-friendly access to public information for safe use of the City's public sidewalks, while maintaining governmental neutrality and avoiding actual or perceived discrimination in advertising, respecting First Amendment rights, averting harm or abuse to pedestrians and users of the City's public sidewalks, maximizing advertising revenues, and preserving marketability of advertising space on the kiosks. In order to achieve these purposes, the City will allow all types of advertising, without regard to content, except advertising that falls within the following categories:

- Political advertisements of advertisements or displays designed to promote views of particular political groups or influence opinions of others on public policy issues;
- Adult-related products and services, alcohol, firearms, tobacco, marijuana, smoking, smoking materials, including electronic smoking or "vaping;"
- Sexual or excretory subject matter;
- False, misleading, or deceptive;
- Copyright, trademark, or otherwise unlawful;



- Illegal activity;
- Profanity or violence;
- Advertisements or displays which condone discrimination based upon race, religion, creed, ethnicity, disability, gender or sexual orientation;
- Harmful or disruptive to public use of public sidewalks;
- Lights, noise and special effects; and
- Unsafe behavior.

Describe your plan to ensure advertising content complies with the City's advertising policies and the process for the City to review and remove content the City deems non-compliant.

The kiosks will need to be clearly branded so that the public will know they are City-sponsored (e.g., highly visible City name and logo).

## **2.8 OPERATIONS, PERFORMANCE, & MAINTENANCE**

### **Maintenance**

The Franchisee shall be responsible for all equipment maintenance, replacement, (including cleaning and graffiti removal) and repairs for the duration of the agreement under all circumstances, including repairs resulting from regular usage, vandalism, or other causes. Franchisee to provide a plan to perform maintenance within a specified, mutually agreeable period of time.

Minimum Maintenance:

- Kiosks must be cleaned daily including the removal of any graffiti
- Broken or damaged kiosks must be replaced within 48 hours unless (due to the circumstances) the City grants additional time to repair or replace the kiosk
- Kiosks including the user interface may not include flashing lights or text
- Kiosks must be clearly identifiable as emergency kiosks via text on all visible sides of the kiosk as well as a blue light that is clearly visible from all angles at a distance of 200 ft
- Provide your plan for the maintenance, repair and replacement of machines during the contract period. Include expected response times and the plan to notify businesses, customers and the City of any issues.

Minimum Performance:

- Minimum kiosk up-time of 95% wherein the kiosks are fully functional not including scheduled maintenance and upgrades
- Minimum application up-time of 95% not including application upgrades



- 99% uptime for panic capabilities not including scheduled maintenance and upgrades
- During scheduled remote maintenance and upgrade periods during which time capabilities are not available the kiosks must display that maintenance or upgrades are underway and that the kiosk is currently down.
- Franchisee shall provide the City with access to a web-based dashboard reflecting real-time system health, kiosks out of service, etc.

Discuss any strategies for equipment and technology refresh and replacement during the term of the Franchise Agreement at no cost to the City.

## 2.9 SPECIAL REQUIREMENTS

This franchise agreement will be subject to and require compliance with local and state prevailing wage laws.

All subcontractors must be disclosed and approved by the City in advance.

## 3 VENDOR RESPONSE

### 3.1 Proposal\*

\*Response required

### 3.2 Letter of Transmittal\*

Please upload your letter of Transmittal as a PDF here. Make sure to include the following items.

- Identify the submitting organization;
- Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- Be signed by the person authorized to contractually obligate the organization;
- Acknowledge receipt of any and all amendments to this RFP.

\*Response required



### **3.3 Qualifications\***

Provide a brief summary of your company's history, its capabilities, and its recent relevant experience (last five years). Also, describe your demonstrated experience with similar projects and qualifications including professional licenses and certifications.

\*Response required

### **3.4 Key Personnel\***

Describe the project team composition and include resumes of key personnel. Proposed members should be available for ninety (90) days from the proposal due date. The City must be promptly notified of any changes in key personnel prior to award.

\*Response required

### **3.5 References\***

List a minimum of three (3) references for whom comparable services were provided to in the last five (5) years. Include the name of the firm, name of the contact, telephone number of the contact, email address of contact (if available), brief description of the services provided and your firm's role, and the start and completion date.

\*Response required

### **3.6 Project Work Plan\***

Describe your understanding of the project and approach. Include deliverables, milestones, assumptions, and identify potential risks that could delay the project. List any resources you expect the City to provide.

\*Response required

### **3.7 Revenue Share & Cost Proposal\***

Please complete, and upload.

\*Response required

### **3.8 Financial Statements\***

Please complete, and upload.

\*Response required

### **3.9 Other Required Responses**

#### **3.9.1 RFP Addenda if issued\***

Acknowledge receipt of all addenda/notices posted.

Please confirm



\*Response required

### **3.9.2 Business License Requirements**

#### **WHO NEEDS A BUSINESS LICENSE?**

1. Is this vendor physically located in the City of Santa Monica?

**Yes** (Vendor must have a City of Santa Monica business license - contact the Business License unit for the appropriate forms. Skip question 2 & continue to “ADDITIONAL REQUIREMENTS” section below)

**No** (Continue to the next question)

2. Does this vendor physically come into the City of Santa Monica to conduct business and/or make deliveries?

**Yes** (Vendor must have a City of Santa Monica Out-of City Business License. contact the Business License unit for the appropriate forms. Continue to “ADDITIONAL REQUIREMENTS” section below)

**No** (STOP, no license needed)

#### **ADDITIONAL REQUIREMENTS:**

If this vendor is located in or comes into the City of Santa Monica to conduct business, in addition to having a CITY OF SANTA MONICA BUSINESS LICENSE, they will be required to have insurance (see agreement for descriptions).

The business license documentation is only required from the successful Proposer.

### **3.9.3 Notice Regarding Disclosure of Contents of Documents\***

All responses to this Request for Proposal (RFP) accepted by the City of Santa Monica (City) shall become the exclusive property of the City. All proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a contractor desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act, or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Franchisee should anticipate that proposals will be subject to public disclosure under the California Public Records Act (“Act”). California’s strong public policy in favor of disclosure of public records precludes local agencies from protecting most business information. California courts have consistently held that when businesses voluntarily enter into the public sphere, they diminish their privacy interests. If you believe that your proposal, or other materials, that you submit to the City contain trade secrets,



proprietary, or other confidential business information that is exempt from disclosure under the Act, please propose redactions to the materials that you submit to City and provide the specific legal grounds justifying withholding any portion of the materials that you submit to the City. General references to sections of the Act or other law will not suffice. You must provide a specific and detailed legal basis, including applicable case law, that clearly establishes that the information that you seek withheld from public disclosure is exempt from disclosure. The City will withhold information that applicants assert is trade secret, proprietary, or otherwise confidential provided that applicants agree to execute indemnity agreements with the City. The City requests indemnity agreements as the City has no way of knowing whether applicants have taken the required measures to protect information that applicants assert is trade secret or proprietary. A template indemnity agreement is attached for your review.

Please confirm

\*Response required

### **3.9.4 Certificate of Compliance\***

Upload signed form.

\*Response required

### **3.9.5 Prevailing Wage Acknowledgement \***

Upload completed form.

\*Response required

### **3.9.6 Vaccination Policy**

Please download the below documents, complete, and upload.

- [COVID-19 Mandatory Vaccinat...](#)

### **3.9.7 Vaccination Attestation\***

Please download the below documents, complete, and upload.

- [COVID-19 Mandadory Vaccinat...](#)

\*Response required

### **3.9.8 Did you attend the mandatory pre-proposal meeting on December 13, 2021?\***

Yes

No

\*Response required



## 4 EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>EXPERIENCE &amp; TECHNICAL COMPETENCE</b></p> <p>Up to 20 points may be awarded based on the evaluation of the proposer's knowledge and prior experience. Evaluation will be based on relevant experience of key personnel based on resumes showing technical knowledge and experience. Evaluation will also be based on level of the firm's previous projects of comparable complexity, scale and nature; training and proven expertise in the area of work required; experience in projects completed for public entities; and the firm's proposed work plan.</p>	Points Based	20 <i>(20% of Total)</i>
2.	<p><b>ABILITY TO MEET PROJECT WORK PLAN &amp; TIMELINESS</b></p> <p>Up to 15 points may be awarded based on the consultant's ability to perform the work within the desired time frame. The ability and experience in assembling a highly qualified staff. The ability to provide the City with approval of management and representatives assigned to the engagement and provide assurance of resources to accommodate changes or turnover in staff. Efficiency and timeliness in completion of projects; specifically note where required reporting deadlines were not met.</p>	Points Based	15 <i>(15% of Total)</i>
3.	<p><b>QUALITY CONTROL</b></p> <p>Up to 15 points may be awarded based on whether the distinctive goals established for each component are met. Brief descriptions of previous project experiences should be used as examples of how quality control was achieved with former clients.</p>	Points Based	15 <i>(15% of Total)</i>



<p>4.</p>	<p><b>REVENUE PROJECTIONS &amp; PROFIT SHARING</b>  Up to 25 points may be awarded to proposals with the greatest and most realistic revenue projections, proposed sharing of profits, and minimum annual revenue guaranteed to the City. The consultant's overall revenue sharing proposal for the project should reflect cost effective work and services. Cost control, performance, prudent auditing practices, overall management, and clear and constant communication with City staff are essential to the success of this project. Brief descriptions of previous project experiences should be used as examples of how this was achieved with former clients, along with key examples of the firm's accuracy in cost estimating.</p>	<p>Points Based</p>	<p>25  <i>(25% of Total)</i></p>
-----------	---	---------------------	--------------------------------------



5.	<p><b>STABILITY &amp; REFERENCES</b></p> <p>Up to 10 points may be awarded upon an evaluation of proposer's work for similar engagements and proposer's financial and structural stability. Please submit at least three references from other public entities. Additionally, provide evidence of insurance; description of firm size and structure, including number of partners and owners; and confirmation of firm's independence and license to practice in California.</p> <p>The Proposer must provide copies of audited financial statements for the most recent three (3) fiscal years for the entity that is proposed to sign the Contract. Audited financial statements should include balance sheet, income statement, footnotes, and subsidiary schedules.</p> <p>A. If the entity that will sign the Contract has a parent company or is proposing as a joint venture, the parent company or joint venture companies must also provide audited financial statements for the most recent three fiscal years. The parent company must provide a statement indicating its intent and means to provide financial assurance of performance.</p> <p>B. If the entity that will sign the Contract has been in existence less than three years, the Proposer must provide sufficient financial data to substantiate, to the satisfaction of the City, the Proposer's financial capability.</p> <p>C. In addition to the audited financial statements, the Proposer must provide a statement from the Chief Financial Officer indicating that there has been no material change in the financial circumstances of the proposing entity (or its parent company or City's if they are providing financial assurance of performance) since the date of the last audited financial statements.</p>	Points Based	10 <i>(10% of Total)</i>
----	---	--------------	-----------------------------



6.	<b>VALUE-ADD &amp; BREADTH OF SERVICE</b> Up to 15 points may be awarded based on the proposer's ability to provide insight and information, industry best practices, and the ability to effectively communicate information to management and provide technical training or resources. Any additional products or services that can add value to the program, products or services.	Points Based	15 <i>(15% of Total)</i>
----	---	--------------	-----------------------------

## 5 AWARD PROCESS

### 5.1 Franchisee Selection

The City of Santa Monica, through either the City Council or the City Manager (or his designee) has the sole authority to select the franchisee and reserves the right to reject any and all proposals. The City reserves the right to approve or reject all sub-consultants/contractors and engineers proposed to be retained by the franchisee. Upon signing of the agreement, no change in proposed personnel or sub-consultant/contractors can be made without the City's review and written authorization.

By submitting a response to this RFP, prospective franchisee waive the right to protest after award or seek any legal remedies whatsoever regarding any aspect of this RFP. The City reserves the right to select any number of finalists. In addition, the City reserves the right to issue written notice to all prospective franchisee of any changes in the RFP terms or proposal submission schedule, should the City determine in its sole and absolute discretion that such changes are necessary.

The City reserves the right to request additional information from any proposing franchisee and to reject any and all proposals. All original work products, including computer files, shall remain the property of the City.

The City reserves the right to retain an expert to evaluate the proposing franchisee's work or qualifications at all stages in the selection process. Additionally, any franchise agreement entered into will be subject to termination at any stage if in the judgment of the City, such termination is in the best interest of the City. In the event such decision is made, appropriate written notice would be given before any termination and the franchisee would be compensated on a pro-rata basis for work performed.

The responsible franchisee whose proposal is the most advantageous to the City, taking to consideration all the evaluation factors will be recommended for the franchise agreement award. Notwithstanding the Evaluation Team's selection, the City reserves the right to award this RFP and the resultant Franchise Agreement in any manner it deems to be in the best interest of the City and make the selection based on its sole



discretion. The City is the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP.

## **5.2 Franchisee Agreement Award and Execution**

Selection of a franchisee with whom the City enters into agreement negotiations with, or a recommendation of an award by the Evaluation Committee or any other party, does not constitute an award of Franchise Agreement. Once the Council formally awards the franchise agreement, the successful franchisee will be notified to enter into an agreement. If the selected franchisee does not enter into the agreement, the City will begin negotiations with the second highest ranking proposing franchisee.

Please review all agreement forms prior to submitting a proposal. The City of Santa Monica intends to use these forms as the baseline agreements with the successful franchisee. The City will not entertain proposals to make material changes to the franchise agreement form once the project has been awarded. If you wish to request changes to the contracting forms, you must do so during the proposal process. In addition, the City requires compliance with several other policies and ordinances, proposing franchisees will need to complete these Exhibits and submit with their Proposal.

The RFP document and the successful proposal response, as amended by agreement between the City of Santa Monica and the successful franchisee, will become part of the agreement documents. Additionally, the City of Santa Monica may verify the successful franchisee's representations that appear in the proposal. Failure of the successful franchisee to perform as represented may result in elimination of the successful franchisee from further negotiation or in agreement cancellation or termination.

No oral explanation or instruction of any kind or nature whatsoever given before the award of a agreement to a franchisee shall be binding. The City of Santa Monica shall not be bound, or in any way obligated, until the City has awarded the agreement and all documents have been executed. The proposing franchisee may not incur any chargeable costs prior to final franchise agreement execution.

## **6 TERMS & CONDITIONS**

### **6.1 Best Qualified Person or Firm**

#### **BEST QUALIFIED PERSON OR FIRM**

The award, if any, will be made to the best qualified person or firm(s). In evaluating whether a proposer(s) is (are) the best qualified person or firm(s) pursuant to the Santa Monica Municipal Code, City staff may utilize some or all of the following criteria:

1. The training, credentials and experience of the person or firm;



2. The demonstrated competence, ability, capacity and skill of the person or firm to perform the contract or provide the services;
3. The capacity of the person or firm to perform the contract or provide the service promptly, within the time specified, and without delay;
4. The sufficiency of the person's or firm's financial and other resources;
5. The character, integrity, reputation and judgment of the person or firm;
6. The ability of the person or firm to provide such future service as may be needed;
7. The price which the person or firm proposes to charge, including whether the price is fair, reasonable and competitive; and
8. Any other factor which will further the intent set forth in Section 608 of the City Charter.

The City shall have absolute discretion in determining the applicability and weight or relative weight of some or all of the criteria listed above and is not required to select the lowest monetary proposer.

## **6.2 Prevailing Wage**

Proposers are hereby notified that pursuant to provisions of Section 1770, et seq., of the Labor Code of the State of California, the Contractor shall pay its employees the general prevailing rate of wages as determined by the Director of Department of Industrial Relations. In addition, the Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to apprentice public works contracts.

No contractor or sub-contractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or sub-contractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## **6.3 Receiving Time / Late Proposals**

It is the responsibility of proposer to see that their proposal is submitted with sufficient time to be received by the City prior to the proposal closing time. The receiving time in the City Office will be the governing time for acceptability of proposals.

**Late proposals are not accepted.**



## **6.4 Acceptance of Conditions Governing this RFP**

Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

## **6.5 Incurring Cost**

Any cost incurred by the proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the proposer.

## **6.6 Prime Contractor Responsibility**

Any agreement that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the agreement with the City. The City will make agreement payments only to the prime contractor.

## **6.7 Sub-contractor**

Use of sub-contractors must be clearly explained in the proposal, and major sub-contractors must be identified by name. Prime contractors shall be wholly responsible for the entire performance whether or not sub-contractors are used.

## **6.8 Amended Proposals**

A proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City personnel will not merge, collate, or assemble proposal materials.

## **6.9 Proposer's Rights to Withdraw Proposal**

Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The proposer must submit a written withdrawal request signed by the proposer's duly authorized representative addressed to the City Contact.

## **6.10 Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer, if one is requested.

## **6.11 Best and Final Offer**

The City reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from



the City. Information from competing proposals will not be disclosed to other proposers prior to submission of a Best and Final Offer.

## **6.12 Living Wage Requirement**

Any agreement issued as a result of this Request for Proposal may be subject to the City's Living Wage Ordinance, Santa Monica Municipal Code Chapter 4.65 (LWO), and its implementing regulations.

## **6.13 Disclosure of Proposal Contents**

All proposals are subject to the provisions of the California Public Records Act, California Government Code section 6250 et seq., and any information submitted with a response is a public record subject to disclosure, unless a specific exemption applies.

## **6.14 Notice Regarding Disclosure of Contents of Documents**

All responses to this Request for Proposal (RFP) accepted by the City of Santa Monica (City) shall become the exclusive property of the City. All proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a contractor desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act, or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

## **6.15 No Obligation**

This RFP in no manner obligates the City to the eventual rental, lease, purchase, etc., of any goods or services offered until a valid written agreement is executed by the City and the selected proposer.

## **6.16 Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Santa Monica.

## **6.17 Sufficient Appropriation**

Any agreement awarded for multiple years as a result of this RFP may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected



by sending written notice to the selected proposer. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the selected proposer as final.

## 6.18 Errors and Restrictive Specifications

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer should immediately notify the City Contact designated in Section I, B. Without disclosing the source of the request, the City may issue a written addendum to clarify the ambiguity, or to correct the problem, omission, or other error.

If prior to the submission date, a proposer knows of or should have known of an error in the RFP but fails to notify the City Contact of the error, the proposer shall submit their proposal at his, her or its own risk, and, if awarded an agreement, shall not be entitled to additional compensation or time by reason of error or its later correction.

## 6.19 Legal Review

The City requires that all proposers agree to be bound by the General Requirements contained in this RFP.

## 6.20 Governing Law

This RFP, and any agreement entered into pursuant to this RFP, are governed by the laws of the State of California.

## 6.21 Oral Changes and Basis for Proposal

Proposers may not rely upon oral explanations. All changes and addenda will be issued in writing. Only information supplied by the City in writing through the City's Contact, or in this RFP should be used as the basis for the preparation of proposals.

## 6.22 Agreement Terms and Conditions

The agreement between the City and the selected proposer(s) will follow the format specified by the City and contain the terms and conditions set forth in Exhibit A, Professional Services Agreement. However, **the City reserves the right to negotiate with a successful proposer the final provisions or provisions in addition to those contained in this RFP.** The contents of this RFP, as revised and/or supplemented, and the successful proposal will be incorporated into and become part of the agreement.

Should a proposer object to any of the City's terms and conditions, as contained in this Section or in Exhibit A, that proposer must propose specific alternative language in his, her, or its proposal. Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. The City may or may not accept the alternative language. General references



to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the City and may result in disqualification of the proposer.

### **6.23 Proposer's Terms and Conditions**

Proposers must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in an agreement negotiated with the City.

### **6.24 Proposer Qualifications**

The City may make such investigations as necessary to determine the ability of the proposer to adhere to the requirements specified within this RFP.

### **6.25 Right to Waive Minor Irregularities**

The City reserves the right to waive minor irregularities and the right to waive mandatory requirements, provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.

### **6.26 Change in Agreement or Representatives**

The City reserves the right to require a change in the selected proposer or representatives if the assigned representatives are not, in the opinion of the City, meeting its needs adequately.

### **6.27 City Rights**

The City reserves the right to award the proposal to separate proposers on any of the services as set forth in the proposer's proposal. It is further understood that if the proposer to whom any recommended award is made fails to enter into an agreement with the City, award may be made to the next best qualified person or firm, who shall be bound to perform as if she, he or it received the award in the first instance.

### **6.28 Right to Publish**

Throughout the duration of this procurement process and agreement term, potential proposers, and proposers, must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent agreement. Failure to adhere to this requirement may result in disqualification of the proposer or termination of the agreement.



## 6.29 Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the City of Santa Monica and are subject to the provisions of the California Public Records Act, as described in Section II. A. 11. herein.

## 6.30 Agreement Award

Proposal will be evaluated by a committee comprised of City staff and may include outside contractors (the "Evaluation Committee"). The Evaluation Committee will make an award recommendation to City staff. City Council may give approval of the agreement and/or direct staff to negotiate the final terms and execute the agreement.

This agreement shall be awarded to the proposer or proposers whose proposal is best qualified, taking into consideration the evaluation factors set forth in the RFP. The most qualified proposal may or may not have received the most points or be the lowest cost proposal. Proposers will be notified when the award is being made or an award recommendation goes to the City Council for approval.

## 6.31 Protest Deadline

### 1. Protest Deadline

Article XVI of the City Charter authorizes the City Council to grant an exclusive franchise by ordinance for use of the City's public streets and sidewalks in a manner that does not interfere with the public's use of streets and sidewalks, and in accordance with the terms and conditions prescribed by the City Council.

Prior to award of an exclusive franchise by ordinance, the City Council must adopt a resolution of intent to grant the franchise, and conduct a duly noticed public hearing for the purpose of hearing persons in favor of or in opposition to the granting of the franchise before adopting the ordinance.

Proposals will be evaluated in accordance with this RFP and a recommendation of award of the franchise will be submitted by City staff to the City Council prior to Council's consideration of the resolution of intent. Any protests may be submitted in writing or orally at the duly noticed public hearing when Council will consider the ordinance for award of the exclusive franchise contemplated by this RFP.

Protests received after the close of the public hearing will not be accepted.

## 6.32 Records and Audits

The Contractor shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Agreement, including the date, time and nature of services rendered. These records shall be maintained for a period of **three years** from the date of the final payment under this Agreement and shall be subject to inspection by City. The City shall have the right to audit any billings or examine any records maintained pursuant to this Agreement both before and after



payment. Payment under this Agreement shall not foreclose the right of City to recover excessive and/or illegal payments.

### **6.33 Enforcement of Agreement/Waiver**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing and signed by the party alleged to have granted the waiver. A waiver by a party of any of its rights shall not be effective to waive any other rights.

