

CITY OF SANTA MONICA



ALPR (AUTOMATED LICENSE PLATE RECOGNITION) SYSTEM CAMERAS_202312

REQUEST FOR PROPOSALS

Police Department

RELEASE DATE: January 11, 2024

DEADLINE FOR QUESTIONS: January 18, 2024

RESPONSE DEADLINE: January 31, 2024, 3:00 pm

APPROVED FOR ADVERTISEMENT

CITY CONTACT:
Derek Leone

City of Santa Monica

Request for Proposals

ALPR (Automated License Plate Recognition) System Cameras_202312

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1 Introduction

1.1 Summary

The City of Santa Monica seeks a qualified firm to provide expanded ALPR (Automated License Plate Recognition) system capabilities in the form of 54 additional cameras.

1.2 Background

The Santa Monica Police Department is in the process of building the Santa Monica Analytica Real Time Center or "SMART Center". This Real Time Crime Center (RTCC) will use existing city owned ALPR (Automated License Plate Recognition) system cameras, and the additional cameras sought under this RFP, to enhance the situational awareness of law enforcement first responders and investigative units with the detection, prevention, and apprehension of organized retail theft (ORT) offenders and groups, catalytic converter theft, and vehicle theft. **Any contract(s) that may result from this Request for Proposal will be funded by a State of California grant.**

1.3 Contact Information

Any inquiries or requests regarding this procurement should be submitted via OpenGov. 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.

Derek Leone

Sergeant
333 Olympic Dr
Santa Monica, CA 90401
Email: derek.leone@santamonica.gov
Phone: [\(310\) 458-8478](tel:(310)458-8478)

Department:

Police Department

Department Head:

Ramon Batista
Chief of Police

1.4 Timeline

Proposal Calendar

The following is a list of key dates:



Release Project Date	January 11, 2024
Question Submission Deadline	January 18, 2024, 3:00pm
Question Response Deadline	January 24, 2024, 3:00pm
Proposal Submission Deadline	January 31, 2024, 3:00pm

2 Term

The City of Santa Monica, (referred to hereafter as “the City”) is inviting proposals from qualified persons or firms for an initial term of Three (3) years, with 0 for renewal of 0 each, to be exercised at the City’s sole discretion.

3 Scope of Work

Insert detailed statement/scope of work and deliverables including reporting requirements. List the criteria that must be met and that will be used to score and evaluate the proposals.

3.1 Specification

FURNISH AND DELIVER:

1. 54 battery-powered, solar-charging ALPR cameras leased for a period beginning at the awarding of this contract and ending on DECEMBER 31st, 2026.
2. ALPR vendor shall provide an all-inclusive ALPR solution including installation, maintenance, and support of equipment. No subcontractors, third-party installers or maintenance providers are acceptable.
3. Hardware, installation of all equipment, software, cellular connection, data cloud storage and a contract-lifetime warranty covering maintenance and all support.
4. Any City permitting and inspection fees pertaining to the project must be included in the cost.
5. Unlimited number of users accounts able to be logged into the user database simultaneously at any given time.

3.2 Scope of Work

SECTION 1 - ALPR SYSTEM REQUIREMENTS:



1. All cameras must not require tapping into wired networks or power infrastructure.
2. The Vendor must provide for installation, setup, and maintenance of the ALPR cameras through the period covering the awarding of this contract and DECEMBER 31, 2026
3. Contactor shall provide training on ALPR system features, usage, maintenance, and system auditing
4. ALPR vendor's alerts must be securely available to users via PC, iOS, and Android mobile device apps. ALPR vendor's mobile apps must be able to capture license plate images via device camera and upload them into the vendor's ALPR database for analysis.
5. Vendor's interface must provide for remote configuration, searching, and receiving alert notifications from the ALPR system.
6. ALPR vendor's solution shall not charge per number of users and be capable of allowing an unlimited number of users to be logged into the user database simultaneously.
7. ALPR vendor's system must incorporate a dedicated mapping service utility that will allow each ALPR user a geographic overlay of all ALPR hit data on a user-defined map.
8. ALPR vendor's system must allow users to manually enter any number of license plates they wish to be alerted of when a capture on that plate enters the database.
9. ALPR vendor's system shall have the ability to alert a user or group via e-mail, text message, or other means when a captured plate from their hotlist/alert enters the database.
10. ALPR vendor's system shall allow users to view, add to, or remove from their existing list of alerts ("hotlists")
11. ALPR vendor's system shall have the ability to set expiration dates for alert notifications. After the expiration date, the user must manually re-enter the plate if they still wish to be notified if it reappears. The system should be able to notify the user that a license plate they previously entered into a hotlist for alert notification is preparing to expire.
12. ALPR vendor's system should have the capability to notify users of duplicate entries and alerts.
13. ALPR vendor's software must provide capability to manually search for and enter alerts based on a vehicle's physical description with or without including license plate information.
14. ALPR vendor's system must include the following database search capabilities:
 1. Full or partial License Plate (with wildcard support)



2. Start Date and End Date, including time of day down to one minute level of precision
3. Device Name (this is a list of all vehicles and fixed cameras that have contributed reads to the database, chosen from a drop down or other multi-select interface)
4. Location and proximity range. This could be a geocoded address field, lat/long coordinates, map-drawn shape, or other functionality for allowing the user to specify a location and search radius.
15. ALPR vendor's system software must have the ability to determine and indicate malfunctions, failures, or any other operational issues which may adversely affect system performance.
16. ALPR vendor's system software shall provide permissions granted by the Agency Administrator to each user that will allow or disallow data access to ALPR hits/alerts and hit/alert notifications.
17. Vendor's ALPR cameras must capture at least two lanes of traffic simultaneously from a single camera.
18. Vendor shall provide a clear delineation between initial or one-time costs, along with any anticipated re-occurring costs for the project term as indicated in the attached bid table.
19. Vendor shall include an estimated time frame for the completion of the project parameters outlined in the vendor's bid.

SECTION 2 - AUDITING/REPORTING:

1. ALPR vendor must have granular auditing capability to identify and track any user at any time.
2. ALPR vendor system must provide permission/security level functionality in order to define user rights and access.
3. Administrator accounts must be able to view queried records and hotlists/alerts for all employees and individual officers. These should include date and time, last records, query by plate, query by requestor, IP address and browsing of records and hotlists/alerts.
4. The correction of any plate will be included in an audit trail and the corrected plate will be sent to the database for matching
5. ALPR vendor system must provide predesignated reports that can be generated from the data collected.
6. ALPR vendor system should include a Dashboard utility that allows users to view system and server productivity as measured by hotlist/alert volumes, detections and hit volumes, and accuracy ratios. These measurements should be in the form of bar graphs, pie charts or raw data and allow filters by agency, user, or ALPR system.



7. ALPR Administrator accounts should be able to export all audit data in PDF and Excel formats.

SECTION 3 - POLICY:

1. ALPR vendor's system must be Criminal Justice Information Services (CJIS) compliant.
2. All ALPR data collected by the City of Santa Monica shall be owned by City of Santa Monica.
3. ALPR vendor's storage database must provide a minimum of 30 days retention policy with option to increase retention period

3.3 Vendor Requirements

- A. Provide statement of years of experience.
- B. Provide a list of any known/allowed integrations of proposer's ALPR system into Real-Time Crime Center platforms or police CAD systems such as, but not limited to, Peregrine, Flock OS, FUSUS, Command Central Aware, Geo Shield, Axon, Citigraf, or Versaterm (CAD).
- C. Provide at least three current customer references, preferably comprised of law enforcement entities with ALPR networks similar in size to SMPD's planned project (54 cameras).
- D. Presentation/demonstration may be required upon invitation.

4 Questions and Answers

Vendor Queries Due

Questions must be submitted online in the "Q&A" tab. The City will only accept or respond to questions submitted through the online vendor portal.

5 Vendor Questionnaire

5.1 Proposal

5.1.1 Letter of Transmittal*

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

- A. Identify the submitting organization;



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

*Response required

5.1.2 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 qualification including professional licenses and certifications.

*Response required

5.1.3 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

5.1.4 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

5.1.5 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

5.1.6 Cost Proposal*

Provide a proposed total fee outlining the proposal and identify the hourly fee schedule for all personnel to be involved in the project. The hourly rates should include fringe benefits, indirect costs and profit. The Consultant should also indicate what percentage of the scope of work is expected to be completed by each individual or pay classification included in fee proposal. Additionally, if applicable, a schedule of reimbursable expenses should be included.



*Response required

5.2 Other Required Responses

5.2.1 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.

5.2.2 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.

☐ Please confirm



*Response required

5.2.3 Oaks Initiative*

CITY OF SANTA MONICA OAKS INITIATIVE NOTICE

NOTICE TO APPLICANTS, BIDDERS, PROPOSERS AND OTHERS SEEKING DISCRETIONARY PERMITS, CONTRACTS, OR OTHER BENEFITS FROM THE CITY OF SANTA MONICA

Santa Monica's voters adopted a City Charter amendment commonly known as the Oaks Initiative. The Oaks Initiative requires the City to provide this notice and information about the Initiative's requirements. You may obtain a full copy of the Initiative's text from the City Clerk.

This information is required by City Charter Article XXII—Taxpayer Protection. It prohibits a public official from receiving, and a person or entity from conferring, specified personal benefits or campaign advantages from a person or entity after the official votes, or otherwise takes official action, to award a "public benefit" to that person or entity. The prohibition applies within and outside of the geographical boundaries of Santa Monica.

All persons or entities applying or receiving public benefits from the City of Santa Monica shall provide the names of trustees, directors, partners, and officers, and names of persons with more than a 10% equity, participation or revenue interest. An exception exists for persons serving in those capacities as volunteers, without compensation, for organizations exempt from income taxes under Section 501(c)(3), (4), or (6), of the Internal Revenue Code. However, this exception does not apply if the organization is a political committee or controls political committees. Examples of a "public benefit" include public contracts to provide goods or services worth more than \$25,000 or a land use approval worth more than \$25,000 over a 12-month period.

In order to facilitate compliance with the requirements of the Oaks Initiative, the City compiles and maintains certain information. That information includes the name of any person or persons who is seeking a "public benefit." If the "public benefit" is sought by an entity, rather than an individual person, the information includes the name of every person who is: (a) trustee, (b) director, (c) partner, (d) officer, or has (e) more than a ten percent interest in the entity. Therefore, if you are seeking a "public benefit" covered by the Oaks Initiative, you must supply that information on the Oaks Initiative Disclosure Form. This information must be updated and supplied every 12 months.

- [OAKS INITIATIVE FORM.pdf](#)
- [OAKS INITIATIVE FORM - Exam...](#)

*Response required

5.2.4 Living Wage Ordinance Certification*

CITY OF SANTA MONICA LIVING WAGE ORDINANCE

**Certification for Providers of Services to the City of Santa Monica
(Fiscal Year 23/24 – July 1, 2023 through June 30, 2024)**



City of Santa Monica
Police Department
Request for Proposals
ALPR (Automated License Plate Recognition) System Cameras_202312

TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO THE CITY OF SANTA MONICA IN EXCESS OF \$54,200

The City of Santa Monica Municipal Code Chapter 4.65, Living Wage Ordinance (LWO), establishes a Minimum Wage of \$19.73 per hour for certain employees of contractors providing services to the City where services exceed \$54,200 or more and requires that contractors also provide the same health care and other benefits to employees' same sex spouses and domestic partners as are provided to other employees' spouses.

An employee covered by the LWO is any person who does not actually work as a manager, supervisor, or confidential employee, and who is not required to possess an occupational license.

The Living Wage Ordinance applies the services sought pursuant to this bid and bidders are required to prepare and return the Living Wage Certification Form. If the bidder is selected, the bidder must maintain payroll records that include, at minimum, the full name of each employee providing services under the contract, job classification and rate of pay. Bids that fail to include Certification Forms may be considered non-responsive and excluded from further consideration.

Please prepare the following certification if you are a contractor engaging in a contract for services with the City of Santa Monica in excess of \$54,200.

Your signature on this certification grants the City permission to review any and all payroll books and records and any company documents pertaining to the benefits offered to employees to assure your compliance with the LWO during the term of the contract.

Please direct any questions to:

City of Santa Monica Finance Department
Attention: Living Wage Compliance Section
1685 Main Street, Mail Stop 09
Santa Monica, CA 90401

You can also contact staff regarding living wage ordinance questions by e-mail at finance.mailbox@smgov.net or by phone 310-458-8281.

- [FY23-24 Living Wage Certifi...](#)

*Response required

5.2.5 Certificate of Compliance*

Please upload your completed Certificate of Compliance document here.

- [Certification of Compliance...](#)

*Response required

5.2.6 Non-Discrimination Policy, Debarment Certification & Non-Collusion Declaration*

Please download the below documents, complete, and upload.



- [Proposal Forms \(10\).pdf](#)

*Response required

5.2.7 Prevailing Wage Job Acknowledgement Form*

Please download the below documents, complete, and upload.

- [Prevailing Wage Job Acknowledgement Form](#)
- [Prevailing Wage Information](#)

*Response required

5.2.8 Please provide a copy of your current DIR registration*

*Response required

6 Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Presentation/Demonstration Up to 20 points will be awarded based on in-person or virtual presentations/demonstrations of the proposer's ALPR Devices, software interface, and ALPR device features and their effectiveness at addressing the technical and functional specifications listed in the Scope of Work Sections 1-3. The reliability, responsiveness, and ease of use for real-time and historic license plate recognition will be considered.	Points Based	20 (20% of Total)
2.	Cost Up to 20 points will be awarded based on a "Ratio Method." The proposer's cost must include the delivery of the proposed solutions, as well as any recurring costs (if any) as identified in the proposal. With this method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest price. This is determined by applying the following formula: (Lowest Price / Evaluated Price) X maximum points available = Awarded Points Example: The cost for the lowest proposal is \$100,000. The next lowest proposal has a cost of \$125,000. The total points available for cost = 20 points. (\$100,000 / \$125,000) X 20 = 16 Points	Points Based	20 (20% of Total)



3.	References/Experience Up to 20 points will be awarded based on evaluation of proposer's work for previous clients list, preferably comprised of similarly sized project integrations involving government or law enforcement agencies. This evaluation will include and consider testimonials from proposer's existing customers.	Points Based	20 (20% of Total)
4.	Functional Capabilities Up to 40 points will be awarded based on the design and functionality of the ALPR devices, ALPR system, application software, and supporting systems as determined by the evaluation team. Points will be assigned based on the vendor's response to the technical and functional specifications located in the Scope of Work Sections 1-3.	Points Based	40 (40% of Total)

7 Award Process

7.1 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 consulting firm and reserves the right to reject any and all proposals. The City reserves the right to approve or reject all sub-consultants and engineers proposed to be retained by the prime consultant. Upon signing of the agreement, no change in proposed personnel or sub-consultants can be made without the City's review and written authorization.

By submitting a response to this RFP, prospective consultants 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 consultants 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 consultant 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 consultant's work or qualifications at all stages in the selection process. Additionally, any contract 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 consultant would be compensated on a pro-rata basis for work performed.

The responsible proposer whose proposal is the most advantageous to the City, taking to consideration all the evaluation factors will be recommended for the contract award. Notwithstanding the Evaluation Team's selection, the City reserves the right to award this RFP and the resultant Contract 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.

7.2 Contract Award and Execution

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

Please review all contract forms prior to submitting a proposal. The City of Santa Monica intends to use these forms as the baseline agreements with the successful consultant. The City will not entertain proposals to make material changes to the contract 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 consultants 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 consultant, will become part of the contract documents. Additionally, the City of Santa Monica may verify the successful consultant's representations that appear in the proposal. Failure of the successful consultant to perform as represented may result in elimination of the successful consultant from further negotiation or in contract cancellation or termination.

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



8 Terms & Conditions

8.1 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:

- A. The training, credentials and experience of the person or firm;
- B. The demonstrated competence, ability, capacity and skill of the person or firm to perform the contract or provide the services;
- C. The capacity of the person or firm to perform the contract or provide the service promptly, within the time specified, and without delay;
- D. The sufficiency of the person's or firm's financial and other resources;
- E. The character, integrity, reputation and judgment of the person or firm;
- F. The ability of the person or firm to provide such future service as may be needed;
- G. The price which the person or firm proposes to charge, including whether the price is fair, reasonable and competitive; and
- H. 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.

8.2 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.

8.3 Acceptance of Conditions Governing this RFP

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

8.4 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.



8.5 Prime Consultant Responsibility

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

8.6 Sub-consultants

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

8.7 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.

8.8 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.

8.9 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.

8.10 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.

8.11 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.



8.12 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.

8.13 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.

8.14 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.

8.15 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.

8.16 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.

8.17 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.

8.18 Legal Review

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

8.19 Governing Law

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

8.20 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.

8.21 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.

8.22 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.



8.23 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.

8.24 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.

8.25 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.

8.26 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.

8.27 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.

8.28 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.

8.29 Agreement Award

Proposal will be evaluated by a committee comprised of City staff and may include outside consultants (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.

8.30 Protest Deadline

All parties wishing to file a protest shall comply with the procedures set forth in Santa Monica Municipal Code section 2.24.260 found [here](#). Proposer may file a written protest with the Director of Finance no more than seven calendar days following the posting of award recommendation on the City's online vendor portal website.

Protests received after the deadline will not be accepted.

8.31 Records and Audits

The Consultant 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.

8.32 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.

