

# CITY OF SANTA MONICA



## BILL REDESIGN, PRINTING AND MAILING SERVICES

### REQUEST FOR PROPOSALS

Finance Department

RELEASE DATE: November 15, 2021

DEADLINE FOR QUESTIONS: November 23, 2021

RESPONSE DEADLINE: December 15, 2021, 5:00 pm

APPROVED FOR ADVERTISEMENT

CITY CONTACT:

Sean Tong

# **City of Santa Monica**

## **Request for Proposals** *Bill Redesign, Printing and Mailing Services*

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# 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 providing bill redesign, printing and mailing services for an initial term of five (5) years, with two (2) options for renewal of one year each, to be exercised at the City’s sole discretion.

## 1.2 Background

The City of Santa Monica's Finance Department, Revenue Division currently issues approximately 9,000 utility bills and 1,000 late notices each month. Utility customers are currently billed bimonthly and may be billed on a more frequent basis in the future. In addition, invoices for non-utility services are generated for Certified Unified Program Agency (CUPA), fire inspections, affordable housing compliance fees, stormwater fees, and the participation fee for the Farmer’s Market.

The Revenue Division is also responsible for the administration of the Business License Program which includes the collection of business license taxes from approximately 24,000 businesses within the City. Currently, the division issues approximately 30,000 regular and delinquent business license tax notices and 24,000 business license certificates annually.

The City currently works with a contractor to provide bill redesign, printing, mailing, and other services as requested by designated City staff. The mailing contractor folds and inserts the bills into envelopes along with any informational inserts, seals and sorts the envelopes by zip code and carrier route, applies postage and transports the sealed envelopes to the post office for mailing within 24 hours.

## 1.3 Contact Information

The City has designated Sean Tong, 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.

### **Sean Tong**

Treasury Administrator  
1685 Main St. Mail Stop #9  
Santa Monica, CA 90401



Email: [sean.tong@smgov.net](mailto:sean.tong@smgov.net)  
Phone:  [\(310\) 458-2201 Ext: 2353](tel:(310)458-2201)

**Department:**  
Finance Department

**Department Head:**  
Gigi Decavalles-Hughes  
Finance Director

## 1.4 Timeline

Proposal Calendar

The following is a list of key dates:

<b>Release Project Date</b>	November 15, 2021
<b>Question Submission Deadline</b>	November 23, 2021, 5:00pm
<b>Question Response Deadline</b>	December 9, 2021, 5:00pm
<b>Proposal Submission Deadline</b>	December 15, 2021, 5:00pm

## 2 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.

### 2.1 Scope of Work

The City of Santa Monica bills for water, sewer and refuse every two months and may bill more frequently in the future. The City issues approximately 2,077 utility bills each week – a total of 108,000 annually. The City currently bills utility customers through the NorthStar v6.8 billing software system. The NorthStar system provides utility customers the ability to review their historical water consumption, opt to receive paperless bills, and make online payments through the SilverBlaze Utility portal. In addition to the utility bills and delinquent notices, invoices for non-utility billing are generated through this software program. This includes but is not limited to Certified Unified Program Agency (CUPA), fire Inspections, affordable housing compliance fees, and stormwater fees.

The Finance Department also provides billing and noticing services to other City Departments via Tyler Munis or other software programs. The City uses Tyler Munis to



generate invoices for the Farmer's Market. The Farmer's Market processes approximately 495 invoices on a monthly basis or 5,932 annually.

Service	Billing Cycle	Qty*
Affordable Housing (compliance fee)	Annually	145
Certified Unified Program Agency (CUPA)	Annually	357
Farmer's Market	Monthly	495
Fire Inspections	Annually	166
Stormwater Fee	Monthly	7

\*Please note that the quantity varies per fiscal year.

In addition, the Revenue Division issues approximately 30,000 business license tax notices, 24,000 business license certificates annually, and more notices such as tax invoices in the future. A specialized software program, HdL Prime, is used to manage the City business license tax collections of approximately \$30 million annually and the regulatory permitting program.

Business licenses are issued throughout the fiscal year. Most business license tax notices are issued in June of each year. However, business license certificates are issued throughout the fiscal year for new applications or renewals. The majority of the delinquent notices are issued in September and October. Past due, final, and shut-off notices for delinquent payments are sent on an off-cycle basis. Miscellaneous invoices or mailings which include but are not limited to tax invoices, Central Business Direct Assessments (CBDA), incomplete and application notifications for business license are issued on a monthly basis.

The City Finance Department is currently integrating additional City Department billing and noticing which could require customization for each program. The City is seeking a vendor to provide bill redesign, print and mail services that can accommodate a broad range of customization and process service requests from multiple billing systems.

The City is requesting proposals from qualified firms to perform all services required to print and mail utility billing and notices, business license notices, business license certificates, and other City department program bills, letters and notices. These services include, but are not limited to, printing, folding, sorting, inserting, sealing, validating, preparing, transporting, mailing, and the option for custom bill design. Vendors should list other services available along with costs to be considered in review and award of the firm. The selected contractor must at minimum have the ability to meet each of the requirements below. If a requirement cannot be met, please provide an alternative approach for consideration.

## Transmission



1. The selected vendor must have the ability to accept daily bill files from multiple software programs in their current format, using the current transmission methods and adapt to technological upgrades. Specific requirements are listed below:
  - a. The bill file formats include, but are not limited to, ASCII, CSV, XML, and/or PDF format.
  - b. Vendor should provide secure means to transmit data.
2. Provide procedures to ensure that the bill file transmissions are completed successfully.
3. Adhere to the required schedule per staff instructions.

## **Bills**

4. The vendor must be able to produce the City's bills and notices in their current format with the potential of producing bills in a new format either proposed by the City or the vendor.
5. The vendor must be able to customize the billing statement based on the service type being billed. This may include explanations of rates, where to call for specific information, penalty applications, or payment instructions.
6. Multiple bills to the same customer and mailing address should be matched and inserted, including inserts and return envelope, in one appropriate size envelope and metered first-class separately, and delivered to the USPS at the same time as all other bills are delivered. These bills require only a single envelope and single inserts.
7. The vendor should have the capability to print:
  - a. Intelligent bill messages based on customer type
  - b. Logos and usage history graphs
  - c. Multiple page bills as needed
8. The City manually adjusts and re-prints bills for various reasons, e.g., leaks and misread meters, and therefore the City requires the ability to pull a bill from production processing. Provide a process to handle these types of situations.
9. The vendor must maintain and archive 24 months of bill images as PDF files on the same day the bill files are received by the vendor. Archived bills must be easily accessible to City staff and customers online. Provide specific details about the archive system:
  - a. Screenshots of the interface
  - b. Search capabilities
  - c. Print capabilities
  - d. Process for viewing archived bill images
  - e. Process for exporting and sending archived bill images to customers



10. The vendor must be able to provide materials to produce the preprinted and perforated paper stock that can match or exceed the quality and/or sustainability of the current paper stock and ink, and provide the same number of preprinted colors. The City reserves the right to reject poor quality materials.

11. The vendor's software must be compatible with the City's current billing software programs, including but not limited to the utilities system, NorthStar v6.8., the business license system HdL Prime, Tyler Munis and the billing systems that is used for other miscellaneous services. The NorthStar system also includes billing for CUPA, affordable housing, stormwater fee, refuse only accounts, and fire inspections.

12. The vendor should use all relevant fields of information from the bill file and perform any programming and/or calculations necessary to produce the bills.

13. The vendor will also be responsible for performing logic and printing additional information, such as, but not limited to:

a. Estimated Reads – The vendor should print additional information on the return stub of a statement when the meter read type is estimated.

b. Auto-Pay – The vendor should print additional text on the statement when the customer is on auto-pay and using e-bill.

c. Credit Balance – The vendor should print additional text on the statement when the balance is negative.

### **Mailing**

14. Preference will be given to vendors with USPS Detached Mail Unit (DMU) designated production sites.

15. Vendor must provide full service barcoding to USPS standards and guarantee lowest presorted rates.

16. Bills must be mailed via presorted first class mail to maximize postal discounts.

17. The following envelope must be provided by the vendor as part of the bid:

a. Double window mailing envelope

b. Single window mailing envelope

18. Vendor must identify and use the lowest cost postage alternative for each item mailed based on size, weight, zip code and other relevant factors.

19. Vendor must include the anticipated time required for delivery to addresses in the City of Santa Monica.

### **Lockbox Coordination**

20. The statement and remittance envelope should conform to lockbox defined document standards, OCR and scanline specifications. The vendor shall be responsible for minimizing the rejection rate at the lockbox facility by performing proper form design and maintenance of printing hardware. The vendor shall test the developed documents prior to going live.



## **Inserts & Messages**

21. The vendor must provide an interface that will allow the city to update requirements for bill messages and bill inserts on an as-needed basis. The interface must allow the City to include/exclude inserts and messages based on City requirements. Provide specific information about the interface and include graphics and details about the process and timing for new requests and updates to existing requests.
22. The vendor must provide the ability for the City to create intelligent ad hoc messaging based on customer type as noted in requirement 8 above, to be printed on the bills, including the ability to upload images to the message area. Messages should also be able to be saved for reuse.
23. The vendor must accept inserts printed by the City or other vendors, and provide insert printing service as needed.
24. The vendor must have the ability to print supplemental messages, codes and other information on the bills, notices and envelopes at the City's direction.
25. The vendor must agree to receive shipments of inserts and store/warehouse all forms and envelopes used to process the City's bills. The vendor must be able to perform intelligent inserting.

## **Quality Control & Reporting**

26. Special consideration will be given to vendors certified in Mail Preparation Total Quality Management.
27. The City must be able to track all jobs and files throughout the production process (i.e., before, during and after processing) utilizing an online portal provided by the vendor. Provide procedures for identifying and correcting issues and exceptions.
28. Status reports must be provided daily after processing is complete.
29. The City must have the ability to view and approve sample bills online before they are printed and mailed.
30. Customer addresses must be validated and updated by the vendor using CASS (USPS-certified) software. Address updates must be reported and/or transmitted to the City on a regular basis. Transmissions directly to the City's billing system(s) are preferable.
31. The vendor must provide the capability to suppress the printing of bills and/or envelopes for certain customers, based on City requirements. Suppression could be on a one-time or ongoing basis.

## **Service Level**

32. Bills must be printed and mailed within one business day of receipt.
33. Vendor must provide unlimited customer support to City personnel during the hours of 8:00AM-5:00 PM Pacific Standard Time at minimum.

## **Technical Support**



34. The vendor shall provide technical support throughout the contract. Support includes, but is not limited to, resolving problems related to data transmissions and postal problems including lost bill complaints and lockbox rejections.

### **Security Requirements**

35. The following sections detail the system configuration standards for technology systems purchases and/or cloud solutions. These configuration standards apply to all applicable system components. They also address known security vulnerabilities and are consistent with industry-accepted system hardening standards (PCI-DSS 2.2, HIPAA and CJIS).

### **Information Security Policy**

36. Vendor shall maintain an Information Security Policy that addresses information security for all personnel.

37. This policy must be reviewed annually and include all aspects of requirements noted below.

### **Encryption**

38. Encryption or equivalent security techniques are used to protect transmissions of user authentication and other confidential information passed over the Internet or other public networks.

39. Ensure that 1.2 Transport Layer Security (TLS) protocol or greater are only enabled.

40. Ensure that websites have and maintain a valid certificate.

41. Enable software defined security (security automated with APIs and code).

42. Where possible Cloud Service Providers shall utilize REST APIs .

43. Vendor shall ensure the use of secure measures when transferring, storing and processing data.

### **Antivirus Protections**

44. Install antivirus software on all systems commonly affected by malicious software (particularly personal computers and servers).

45. Ensure that antivirus programs are enabled so that they are capable of detecting, removing, and protecting against all known types of malicious software.

46. Ensure that all antivirus mechanisms are maintained as follows:

a. Are kept current

b. Perform periodic scans

47. Ensure antivirus mechanisms are actively running and cannot be disabled or altered by users, unless specifically authorized by management on a case-by-case basis for a limited time period.

48. Generate audit logs which are retained. Audit trail history is retained and in line with business requirements.



## **Access Controls**

49. Provide logical access security measures to restrict access to information resources not deemed to be public.
50. Procedures and safeguards exist to restrict physical and logical access to the defined system including, but not limited to, facilities, backup, and other system components such as firewalls, routers, media and servers.
51. Procedures and safeguards exist to protect against unauthorized access to systems resources .
52. Maintain procedures to protect against unauthorized access to system resources

## **Human Firewall Protections**

53. Vendor performs employee background checks.
54. Vendors shall maintain User Acceptance Agreement with staff to adhere to data privacy, securely handling of data/system and leverage these assets and data for business purposes only.
55. Vendor shall maintain procedures to ensure personnel responsible for the design development, implementation, and operation of systems maintaining sensitive data have the qualifications and resources to fulfill their responsibilities.
56. Vendor shall maintain an information security awareness program that include annual training of staff.
57. Train developers at least annually in up-to-date secure coding techniques, including how to avoid common coding vulnerabilities.

## **Business Continuity and Disaster Recovery: Vendor maintains the following business continuity controls and safeguards:**

58. Business continuity and disaster recovery program is based on generally accepted industry practices designed to reduce the effects of a significant disruption in operations;
59. Business continuity and disaster recovery programs are tested at least annually;
60. Backups of systems and software used in the delivery of Services are replicated to its disaster recovery facility so that recovery can take place when there is a disaster; and
61. Data is replicated to its disaster recovery facility, providing a scheduled point in time backup of the data to ensure integrity;
62. The vendor must be able to provide proof of current security certification(s) or third party review;
63. SaaS service providers must complete the City's VISA form and forward their last SAS 70 Type II Report or Security certification received from a third party auditor.

## **Miscellaneous**



64. The vendor must allow site visits by City personnel.
65. Vendor must provide information about environmentally friendly practices and utilize environmentally responsible paper stock, including at a minimum post-consumer recycled content and/or Forest Stewardship Council certified fiber.
66. All services must be performed by the vendor at the vendor's facility. Vendor must disclose any subcontracted work.
67. The vendor must provide information on how it is able to adapt to technological upgrades.

### **Cost Proposal**

For purpose of evaluation, 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 be fully burdened (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. If applicable, a schedule of reimbursable expenses should be included.

In addition, provide a cost estimate for the current frequency of utility billing which is on a bi-monthly basis and the potential of processing utility bills on a monthly basis in the future. Please reference the Pricing Table (attachment).

## **3 VENDOR RESPONSE**

### **3.1 Proposal**

#### **3.1.1 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



### **3.1.2 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

### **3.1.3 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

### **3.1.4 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

### **3.1.5 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

### **3.1.6 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

## **3.2 Other Required Responses**

### **3.2.1 RFP Addenda if issued**

### **3.2.2 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.

**3.2.3 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.

Please confirm

\*Response required

**4 EVALUATION CRITERIA**

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p><b>Experience / Technical Competence</b>  Up to 25 points may be awarded based on the evaluation of the vendor'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; quality and information provided in sample materials; 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	25 <i>(25% of Total)</i>
2.	<p><b>Ability to Meet Project Work Plan and Timeliness</b>  Up to 20 points may be awarded based on the contractor's ability to perform the work within the desired time frame. The ability and past 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	20 <i>(20% of Total)</i>
3.	<p><b>Quality Control</b>  Up to 10 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	10 <i>(10% of Total)</i>
4.	<p><b>Cost of Services, Cost Control</b>  Up to 10 points that may be awarded for the lowest price, fixed or blended hourly rate or annual not to exceed fee listed separately for each contract term. The contractor's overall cost proposal for the project should reflect cost effective work and services. Cost control, performance within budget allocations, prudent auditing practices, 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>	Points Based	10 <i>(10% of Total)</i>



5.	<p><b>Stability/References</b> Up to 20 points may be awarded upon an evaluation of the vendor's work for similar engagements. Please submit at least three references from public entities of similar size and scope. 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>	Points Based	20 <i>(20% of Total)</i>
6.	<p><b>Value Add/Breadth of Service</b> Up to 10 points may be awarded based on the contractor'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.</p>	Points Based	10 <i>(10% of Total)</i>
7.	<p><b>Sample Materials</b> Up to 5 points may be awarded based on the quality and information provided in sample materials.</p>	Points Based	5 <i>(5% of Total)</i>

## 5 AWARD PROCESS

### 5.1 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.

## **5.2 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.



## 6 TERMS & CONDITIONS

### 6.1 Best Bidder

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

1. Price.
2. The quality of the material or services offered.
3. The ability, capacity, and skill of the bidder(s) to perform the contract or provide the materials or services.
4. The capacity of the bidder(s) to perform the contract or provide the service promptly, within the time specified, and without delay or interference.
5. The sufficiency of the bidder's financial resources.
6. The character, integrity, reputation, judgment, training, experience, and efficiency of the bidder.
7. The ability of the bidder(s) to provide such future maintenance or service as may be needed.
8. Any other factor which will further the intent set forth in Section 608 of the City Charter.

The City of Santa Monica (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 bidder.

### 6.2 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.**

### 6.3 Acceptance of Conditions Governing this RFP

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



## **6.4 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.

## **6.5 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.

## **6.6 Sub-contractors**

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.

## **6.7 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.

## **6.8 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.

## **6.9 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.

## **6.10 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.



## **6.11 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.

## **6.12 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.

## **6.13 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.

## **6.14 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.

## **6.15 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.

## **6.16 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.



## 6.17 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.

## 6.18 Legal Review

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

## 6.19 Governing Law

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

## 6.20 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.

## 6.21 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.



## **6.22 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.

## **6.23 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.

## **6.24 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.

## **6.25 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.

## **6.26 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.

## **6.27 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.

## **6.28 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.



## 6.29 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.

## 6.30 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.**

## 6.31 Protest Deadline

## 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. (There might be different industry standards for retention so this number can change.)

## 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.

