



# City of Santa Monica

Request for Proposals  
The Santa Monica Airport Conversion Project  
SP 2641

Department of Public Works  
Architecture Services Division  
1685 Main Street, Mail Stop 15  
Santa Monica, CA  
90401

ISSUE DATE: **MAY 15, 2023**

VIRTUAL PRE-PROPOSAL CONFERENCE: **MAY 25, 2023 @ 10AM PT**

**MEETING ID: 870 8212 0025**

**PASSCODE: 791923**

QUESTIONS DUE: **JUNE 5, 2023 BEFORE 4PM PT**

SUBMITTALS DUE: **JUNE 29, 2023 BEFORE 4PM PT**

APPROVED FOR ADVERTISEMENT:

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Amelia Feichtner, Capital Program Manager

## Proposer RFP Checklist

- Read the entire document.** Note critical items such as mandatory requirements; supplies/services required; submittal dates; format; contract requirements (i.e., insurance, performance and or reporting, etc.).
- Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
- Take advantage of the “question and answer” period.** Submit your questions by the due date. View all answers given in the formal addenda issued for the RFP. All addenda issued for an RFP are posted on the City’s online vendor portal: [OpenGov Procurement](#) and will include all questions asked and answered concerning the RFP.
- Follow the format required in the RFP** when preparing your response. Provide point-by-point response to all sections in a clear and concise manner. The proposals are evaluated based solely on the information and materials provided in your response.
- Check the City’s online vendor portal: [OpenGov Procurement](#) for RFP addenda.** Before submitting your response, check whether any addenda were issued for the RFP. If so, you must acknowledge each addendum issued along with your response.
- Review and read the RFP document again** to make sure that you have addressed all requirements.
- Submit your response on time.** Note all the dates and times listed on the front page of the RFP document, and be sure to submit all required items on time. ***Late proposals are never accepted.***

## I. INTRODUCTION

The City of Santa Monica, (referred to hereafter as “the City”) is inviting proposals from the eight short-listed persons or firms from the RFQ that are interested in the Airport Conversion Project for an initial term of up to three years with up to two options for renewal of one year each, to be exercised at the City’s sole discretion.

### INVITATION

Following the recent Airport Conversion RFQ process that closed March 13, 2023, the City of Santa Monica is inviting your team to submit a proposal for the **Airport Conversion Project** as one of eight short-listed teams. The Airport Conversion Project will provide the community and decision makers with an opportunity to develop, evaluate, and refine a reuse framework for the Santa Monica Airport, which occupies 227 acres at the southeastern edge of the city and is authorized for closure after December 31, 2028. After fifty years of legal disputes with the Federal Aviation Administration (FAA), and decades of community advocacy for a more accessible, sustainable, and regenerative approach to land use planning of the largest public parcel in Santa Monica, the stage is set for the City to exert local control of the land and craft a long-term, multi-generational roadmap for its future use.

Identified in the 2010 Land Use & Circulation Element (LUCE) update as the subject of a future Specific Plan, the Airport property has vast potential to unlock opportunities for the community in many priority areas that are described in the City’s large library of policy documents. These adopted policies include providing for:

- Reductions of greenhouse gas emissions described in the Climate Action and Adaptation Plan,
- Increases in parks and recreation spaces and programming,
- Improved transportation choices and mobility network enhancements,
- Economic development strategies for long-term fiscal health and resiliency,
- Housing supply alternatives with an emphasis on affordability,
- Preservation and enhancement of creative and cultural arts,
- Resource conservation, habitat restoration and rewilding, and
- Sustainable water and energy capture and reuse

The Airport land provides the opportunity for significant regeneration of the site’s ecological DNA through meaningful restoration of native landscapes that promote biodiversity among species, and which harness natural patterns and processes to capture water and energy, evolve human-nature relationships and build resiliency against the impacts of climate change.

There exists strong advocacy for a large park to be established on the Airport land. The specific mix of uses and program choices for the Airport land will be determined by community engagement, which is discussed in more detail below.

You have been selected to participate in this RFP not only based on the evaluation panel’s assessment of your team’s ability to provide the necessary level of professional services and to manage a cohort of sub-consultants, but also because of the strength of your unique design approach, creativity, and interest in addressing complex urban design challenges. As a multidisciplinary team, you will establish a comprehensive assessment of existing conditions present at the Airport for planning purposes, and then help educate the community panel on principles of sustainability, biophilic design, placemaking and land use planning and potentially other foundational elements of planning and design to aid in the development of high-level, but detailed, planning scenarios that will be discussed, deliberated, and ultimately selected as a

framework for a future Specific Plan (separate future RFP) to guide implementation of the preferred vision for the next several decades, if not longer. Also important to this Framework process is the need to generate a “Day 1” plan for immediate post-closure implementation, which may involve small, but meaningful transitions from Airport to community open space in ways that germinate the larger land use vision that will be realized incrementally.

The selected team of technical experts and designers will work in tandem with the City’s outreach lead, [Healthy Democracy](#). Healthy Democracy provides a unique and exciting public engagement approach that is often referred to as a “Democratic Lottery,” in which participants are randomly invited to join a community panel (The Panel), see Exhibit C. After a selection process, the Panel is ultimately composed of representatives who accurately mirror the demographics of Santa Monica in terms of race, age, education, housing type, and a variety of other factors. The Panel will establish the guiding principles for the project and receives and deliberates on all information relative to the project. The team selected for this RFP will have extensive interactions with the Panel throughout the process as described in Exhibit D and will provide requested information to the Panel.

The City began work in earnest on the Airport Conversion project nearly a year ago in order to establish an interdepartmental team and develop the scope for future planning. Led by the Public Works Department, staff has compiled important legal, technical, and policy information related to the Airport, and is in the process of commissioning a diversity of technical studies to aid the creation of the comprehensive existing conditions report. Additional studies that will need to be executed by the consultant team are described in the Scope of Work Detail below. The City invites new ideas and approaches that build on the reports identified thus far. Further, the project website <https://www.santamonica.gov/future-of-santa-monica-airport-project> includes many staff presentations given to the City Council, Boards and Commissions and community groups during Q1 2023.

The City wishes to move this project forward on an efficient schedule, due to the anticipated closure timeline of December 31, 2028 and with teams that can perform all of the work described in this RFP as a full team.

## **SUMMARY OF PROPOSAL**

A general overview of the scope of work includes:

1. Reviewing City documents related to important policy agendas adopted by City Council that demonstrate long-term goals or aspirations of the community.
2. Compiling a comprehensive technical report of existing conditions, including but not limited to:
  - a. Land use,
  - b. Topography,
  - c. Infrastructure and utilities,
  - d. Environmental conditions including potential contamination issues,
  - e. Ecological setting and natural patterns,
  - f. Existing buildings and facilities,
  - g. Historical and cultural assets, and
  - h. Mobility conditions and network assessment.

Some of the technical reports mentioned above will be provided by the City for consideration to the selected team as they develop the Existing Conditions report. The City provided reports are enumerated later in this RFP.

3. Providing an educational basis for discussions on sustainability and placemaking, including written materials, visual aids, and potentially in-person learning sessions to elevate the understanding of the Panel about the land’s potential for regenerative design concepts and community-based development. This includes, but is not limited to providing information on sustainability, resiliency, biophilia, native ecologies, as well as case studies of projects that have strived to achieve nature-positive approaches toward development in multi-generational settings.
  
4. Developing alternative future land use scenarios in collaboration with the lottery-panel. These scenarios will be anchored by a large park/open space element, and will leverage the guiding principles defined by the lottery-selected panel for the potential conversion of SMO’s 227 acres. This work shall be complemented by an innovative, but realistic approach to “Day 1” of post-closure implementation. Demonstrate technical expertise in:
  - a. Land use visioning and planning;
  - b. Multi-generational and regenerative sustainability strategies;
  - c. Mobility innovations; infrastructure enhancements;
  - d. Economic feasibility, funding, and financing strategies, including enhanced infrastructure financing districts;
  - e. Incremental implementation of the long-term vision opportunities; and
  - f. Participation as a Technical Expert to the lottery-selected panel at multiple points throughout the proposed process

The scope of work to lead the outreach component described in the RFQ has been removed for this RFP as the City has decided to pursue a democratic lottery process. However, coordination with the outreach team will be required in the form of providing materials, education, and presence at deliberation events and public meetings. This work is outlined below.

We look forward to innovative and creative proposals that demonstrate not only team level expertise and interaction but the process of how each team intends on delivering this project and unique scope of work.

**NON-MANDATORY VIRTUAL PRE-PROPOSAL CONFERENCE**

The purpose of the non-mandatory pre-proposal conference is to provide new or updated solicitation information, provide clarifications regarding the RFP package, answer general questions regarding proposal preparation and discuss process interactions with Healthy Democracy, who will be present at the meeting. All prospective bidders are encouraged to attend the pre-proposal conference. However, attendance is not mandatory and a recording will be available for review on our procurement portal.

The Virtual Pre-Proposal Conference will be held online at the following date and time:

**Date:** Thursday, May 25, 2023  
**Time:** 10:00AM-12:00PM Pacific Standard Time  
**Link:** Join Zoom Meeting **[Meeting Link Removed]**  
 Meeting ID: 870 8212 0025  
 Passcode: 791923  
 One tap mobile  
 +16694449171,,87082120025#,,,,\*791923# US  
 +16699006833,,87082120025#,,,,\*791923# US (San Jose)  
 Find your local number: <https://us02web.zoom.us/j/87082120025>

The deadline to **submit questions is June 5, 2023**. Written questions must be submitted to the City’s OpenGov portal. Answers to the questions will be posted on OpenGov under the corresponding RFP no later than seven (7) working days after the deadline to submit questions.

**BUDGET PARAMETERS**

The City has identified up to \$1,250,000 up to FY25. Additional funding may be available in subsequent fiscal years.

**PERIOD OF PERFORMANCE**

The maximum period of performance for this contract is 36 months, with options for extension based on workplan progress and available budget.

**PROJECTED TIMELINE**

<b>Item</b>	<b>Date</b>
Request for Proposals Issued	May 15, 2023
Virtual Pre-Proposal Conference	May 25, 2023 @ 10am PT
Submission of Inquiries	June 5, 2023 before 4pm PT
<b>Proposals of Qualifications Due</b>	<b>June 29, 2023 before 4pm PT</b>
Interviews for Selected Teams	Week of July 10 <sup>th</sup> 2023
Final Candidate Selection	End of July 2023
Staff Recommendation to City Council for Award	September 2023
Project Kickoff	January 2024

**A. PROJECT DESCRIPTION/ SCOPE OF WORK DETAIL**

The purpose of this Request for Proposals (RFP) is to identify professional services for the above-mentioned initial phases of a multi-year Framework planning process based on adopted City policy and the deliberations of the Santa Monica community on the future of the Santa Monica Airport. The Airport Conversion project “Framework Plan” will provide a framework for guiding and directing new uses and activities within the project area and will become the basis for a subsequent specific plan. These scenarios will help the community and lottery-selected panel to better understand the site’s underlying conditions, potential value, and capacity to balance the community’s interest in open space, cultural and educational facilities with other land use alternatives that support municipal infrastructure and sustainably support the ongoing operation and management of the land as well as future on-site services and amenities desired by the community. Once complete, the specific plan (not a part of this RFP) will serve as a navigational tool for public and potentially private investment in the area. The following scope of services is necessary for the formulation of the Airport Conversion Project plan:

1. Document Review

Review of pertinent existing documents, including but not limited to:

- Policy Documents
  - 2010 General Plan
  - 1997 Recreation and Parks Master Plan
  - 2020 DRAFT Recreation and Parks Master Plan Update
  - Climate Action and Adaptation Plan
  - Creative Capital Plan
  - 2021 Housing Element
- Project Documents
  - Facilities assessments

- Project plans
- Past community outreach on Airport
- Etc.

## 2. Existing Conditions (anticipated to be 6-9 months)

The existing conditions work will commence upon contract execution and will be the basis for the work of this team and the democratically selected panel to understand what resources and complications may be above and below the surface of the land. The scale of work anticipated was described in the RFQ in more detail. An in-depth tour of the Airport will be provided to members of the selected consultant team.

- The following Information will be provided by the City to the consultant team for review and incorporation into the Existing Conditions Report:
  - a. Phase I Environmental Assessment (ESA) for the entire 227 acres of Airport land
  - b. ALTA Survey with benchmarks, utilities, and easements
  - c. Geotechnical studies with borings for the runway and taxi areas
  - d. Historical analysis for all buildings south of the runway
  - e. Existing traffic studies
  - f. Previous CEQA documents covering the airport
  - g. Historical site overview to document potential environmental contamination

The City anticipates that your team structure may shift as a result of some of the existing conditions studies being funded and contracted separately. Some of the team roles may need to be modified to support interpretation of materials instead of creation of materials, and to provide technical support in the development of alternative land use scenarios.

- The following information will be produced by the consultant team for incorporation into the Existing Conditions Report:
  - a. Sustainability, carbon capture, and resiliency challenges and opportunities for the Airport site
  - b. Cultural history of site including indigenous people through current highlighting any cultural inequities throughout the history
  - c. Ecological site assessment
  - d. Carrying capacity of this site for water, energy, and sewer to ensure maximum sustainability
  - e. Potential formation of an infrastructure financing district
  - f. Initial funding/financing opportunities the City should be considering
  - g. Sports field dominant and recreation dominant examples including municipal infrastructure as opportunity for enriching recreation
  - h. Best practices the City should be aware of for consideration
  - i. Case studies of comparable projects globally with construction and operation costs

Key Deliverables: Produce a comprehensive existing conditions technical report(s) from data provided by the City and the team

- Summarize findings in a graphically rich, easy-to-read format that is understandable to community members in plain language
- Creation of a comprehensive base-map to be used in subsequent phases and for the City's use on this project and others
- Anticipate one (1) all-day project kick-off meeting at the Airport and monthly check-in meetings with the City team
- Coordination with the lottery-selected panel as described in Exhibits C & D. This may include presenting findings from the existing conditions analysis as information becomes available

3. Coordination with the Democratically Selected Panel (anticipated to be 12-24 months and run concurrently with Existing Conditions)

In order for the Panel to have an informed deliberation on the future of the Santa Monica Airport land, it will be necessary to provide a basis of understanding on planning and implementation approaches that cultivate progress towards the City's sustainability goals and promote long-term stewardship of this unique land. Staff envisions several informative learning sessions presented to the Panel on the elements of sustainable development leading the early discussions, prior to the elaboration of scenarios.

Key Deliverables:

- Presentations of findings from existing conditions analysis as described in the Existing Conditions scope in plain, easy-to-understand language
- Attendance and participation of at least three "learning sessions" to provide educational materials on project setting and principles of sustainability. For example, these may include informational discussions on topics ranging from the land's native ecology and natural patterns and processes to methods for integrating built and natural environments. Please propose session topics that can help build a knowledge base to advance the community's understanding of the Airport land's potential.
- Written/visual content, examples of case studies

4. Scenario Planning and Analysis – Framework Plan (anticipated to be 12-24 months)

Please provide a description of your process illustrating this team's ability to visually convey ideas, work with stakeholder groups (the Panel, City staff, etc.), and deliver a minimum of three alternative land use scenarios (based on the work created out of the lottery-selected panel) that the Panel will then consider along with City staff. This is intended to be an iterative process that comes into definition as the Panel/consultant team makes progress on ideas that are promoted through discussion, including the size and scale of a large community park and recreation space. The scope of work anticipated was described in the RFQ in more detail.

- Information to be provided by the City
  - a. Relevant GIS data sets
  - b. Coordination between this team, the Panel, and City Council direction

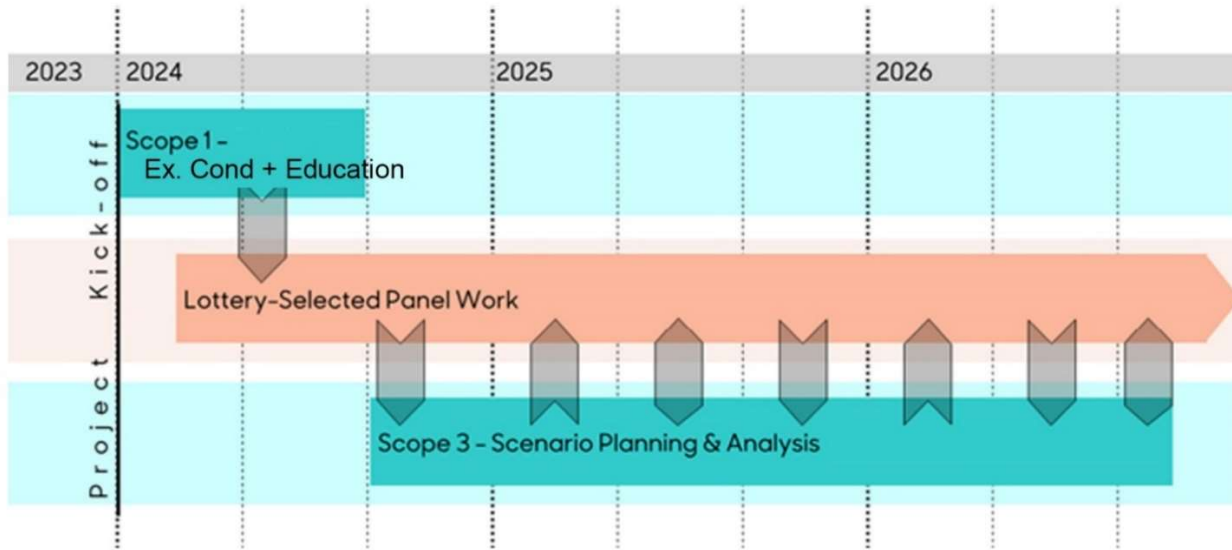
Key Deliverables:

- Coordination and deliverables requested by the Panel, see Exhibits C & D
- Visualization of a minimum of three high level alternative land use scenarios that are identified by the Panel. Scenarios should not be at design level, but instead represent conceptual alternatives that demonstrate site organization, mobility connections, land use options and relationships, potential infrastructure and utilities investments, and other urban design considerations. The Scenarios will be a collaborative effort springing forth from Panel-generated visioning work, input from City staff, the Council, and the community. Scenarios will be rendered and analyzed by the consultant team, and should be visually rich, easy to understand using plain language and graphics, and illustrate the pros and cons for each.
- Economic feasibility studies for each scenario including rough order magnitude cost for implementation and ongoing operations and management; utility requirements (provide examples as to the level of detail anticipated to provide) and available grant, enhanced infrastructure financing district strategies, or municipal bond/levy funding sources as applicable.
- Provide an incremental plan for each scenario for a Day-1 plan (immediate post-closure) through final design including financial realities for construction and operation.



- Refinement and hybridization of scenario plans according to direction from the lottery-selected panel into a single comprehensive Framework Plan that can be further elaborated for Council adoption.
- Anticipate one (1) all-day in-person kick-off meeting for this phase and monthly virtual check-ins with City staff
- Preparation of presentation materials for several Council meetings that the Panel will present but this team will be the technical experts, City staff to coordinate

### Anticipated Scope Overlap / Timing



Due to the unique nature of this project the City is look for proposers that are excited to undertake a new way of discovering community input and visualizing the future of the Santa Monica Airport. As part of the RFP process the City will hold a Pre-Proposal Conference virtual discussion with the democratic lottery consultant team so RFP teams can ask questions specifically about this process.

## **B. CITY CONTACT**

The City has designated Peter James and Amber Richane, as its contact (the “City Contact”) for this request for proposals (this “RFP”). The City Contact’s information is listed below:

Peter D. James, Chief Operations Officer – Strategic Initiatives  
Public Works Department  
City of Santa Monica  
1685 Main Street, City Hall East  
Santa Monica, CA 90401  
Phone (310) 458-8341  
E-Mail: [peter.james@santamonica.gov](mailto:peter.james@santamonica.gov)

Amber Richane, Senior Design Manager  
Public Works Department  
1685 Main Street, City Hall East  
Santa Monica, CA 90401  
Phone (310) 458-8341  
E-Mail: [amber.richane@santamonica.gov](mailto:amber.richane@santamonica.gov)

### Office Hours:

Monday through Thursday, 7:30 AM to 5:30 PM

Alternate Fridays 8:00 AM to 5:00 PM

The City of Santa Monica offices are closed every other Friday. Please call to ensure that offices are open and that staff is available.

**Any inquiries, questions or requests regarding this RFP should be submitted via OpenGov Procurement. All Questions must be entered in the Question and Answers section within OpenGov Procurement- *Do not email questions directly to the Project Manager*.** 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.

## **CITY’S ONLINE VENDOR PORTAL**

The website for this RFP and related documents is: [OpenGov Procurement](https://secure.procurenow.com/portal/santa-monica-ca) or <https://secure.procurenow.com/portal/santa-monica-ca>. All project correspondence will be posted on the [OpenGov Procurement](https://secure.procurenow.com/portal/santa-monica-ca) website. It is the responsibility of Proposers to check the website regularly for information updates and RFP clarifications, as well as any RFP addenda.

## **C. ORIGINAL DOCUMENTS**

Proposer shall complete and return the following documents via OpenGov Procurement:

- Proposal (including cost proposal)
- RFP Addenda if issued (vendors must acknowledge & sign addenda electronically via OpenGov Procurement)
- Non-Discrimination Policy Acknowledgement
- Non-Collusion Declaration (this does **not** need to be notarized)
- Certification Regarding Debarment
- Prevailing Wage Acknowledgement (if applicable)  **Applicable**  **Not Applicable**

**If you are selected to provide the service**, you will need to submit the following forms:

- Oaks Initiative Disclosure Form (if the award amount is >\$25,000 annually; identifies recipients of public benefit in relation to political donation restrictions: [click here](#) for more information)
- Living Wage Certification (if the award amount is >\$54,200)
- Certificate of Compliance The contractor attests that he will require every employer to be insured against liability for workers' compensation
- Payment Bond (if the award amount is >\$25,000; applicable only for Contractual Services Agreements)

You must also obtain a business license or provide your current business license number. You can go to the [Business License page](#) for more information.

#### **D. BEST QUALIFIED PERSON OR FIRM FOR PSA**

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.

#### **E. PREVAILING WAGE**

Bidders 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 subcontractor 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 subcontractor 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**  / **is not**  subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## II. CONDITIONS GOVERNING THE PROCUREMENT

### **A. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the City of Santa Monica procurement codes and procedures.

1. **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.**

2. **Acceptance of Conditions Governing this RFP**

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

3. **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.

4. **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.

5. **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.

6. **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.

7. **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. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **Legal Review**

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

17. **Governing Law**

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

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

**27. 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.

**28. Protest Deadline**

**PUBLIC WORKS ONLY**

All parties wishing to file a protest shall comply with the procedures set forth below.

Proposer may file a written protest with the Director of Public Works no more than seven calendar days following the posting of award recommendation on the City's online vendor portal website. The protest must include the name address and telephone number of the protestor and or the person representing the protesting party.

Once a protest has been filed with the Director of Public Works no contract shall be awarded until the Director of Public Works has issued his or her final determination on the protest. The Director of Public Works shall review the merits and timeliness of the protest and issue a written decision to the protestor within ten calendar days of receipt of the protest. The Director of Public Works shall have final authority to sustain or deny a protest. The Director of Public Works decision shall constitute the City's final determination on the protest.

**Protests received after the deadline will not be accepted.**

**29. 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.

**30. 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.

**31. Prevailing Wage, Apprentices, Penalties & Certified Payroll**

In accordance with the provisions of Labor Code Section 1773.2, the Director of Industrial Relations has determined the general prevailing rates of wages and employer payments for health, welfare, vacation, pensions and similar purposes applicable, which is on file in

the **State of California Office of Industrial Relations**. The contractor shall post a copy of these prevailing wage rates at the site of the project. It shall be mandatory upon the contractor to whom the contract is awarded and its subcontractors hired to pay not less than the said prevailing rates of wages to all workers employed by him in the execution of the contract as required under Articles 2 and 3, Division 2, Part 7, Chapter 1 of the Labor Code, State of California, including, but not limited to, Sections 1771, 1774 and 1815.

It is the duty of the contractor and subcontractors to employ registered apprentices and to comply with all aspects of Labor Code Section 1777.5.

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775, 1776, 1777.1, 1777.7 and 1813.

Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records. The prime contractor is responsible for submittal of their payrolls and those of their subcontractors as one package. Payroll records shall be certified and made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor pursuant to Labor Code Section 1776.

The contractor, and any work performed under this CSA, shall, at all times comply and be in accordance with, and subject to the provisions of Articles 2 and 3, Division 2, Part 7, Chapter 1 of the Labor Code, State of California.



### III. SUBMISSION FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Proposers must upload their proposal electronically as a PDF document within OpenGov Procurement + accompanying forms located in the Vendor Questionnaire Section.

#### B. PROPOSAL FORMAT

##### 1. Letter of Transmittal

- 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 (vendors must acknowledge & sign addenda electronically via OpenGov Procurement)
- g. Provide a letter that concisely summarizes the consultant team's understanding of the project components.

##### 2. Scope

Provide a detailed scope of work for completing the project may be organized along the following framework; your proposed tasks, subtasks and deliverables should support your approach to the planning process and may vary from the below suggestion.

##### A. General

- i. Establish a single point of contact and commit that person for the duration of the project to provide timely information relative to the project issues.
- ii. Foster an open line of communication with the City to ensure that that the project is delivered in a satisfactory manner.
- iii. Identify and implement cost-effective sustainable design practices consistent with the Santa Monica Sustainable City Plan and Climate Action and Adaptation Plan.
- iv. Establish a project timeline subject to staff approval, prepare project status reports and recognize critical issues early on to discuss and resolve them with the City.
- v. Produce high quality reports, drawings, application exhibits, artist renderings, three-dimensional drawings, and professional oral presentations as required for community outreach and approvals.
- vi. Establish internal quality control and team management structure to facilitate communication, quality products and timely completion.

##### B. Administrative

- i. A sample Professional Services Agreement has been included. Final contract language will be negotiated with the successful applicant.
- ii. Invoices shall be submitted in a format to be approved by staff prior to submittal of first invoice and based on deliverables/milestones set forth during contracting.

##### C. Meetings and Presentations

- i. Attend a preliminary, on-site, all day, kick-off meeting with City staff to discuss and formalize working relationships, site tour, and project parameters.
- ii. Attend project team progress meetings, either in person or virtually, on an

- average of once a month with the City's Project Manager and other stakeholders to monitor the project status, scope, schedule and budget.
- iii. Attend City Council and possibly present to additional Commissions and Boards, if requested. In the proposal please anticipate the following:
1. 20 project management meetings (virtual)
  2. 3 City Council meetings (in person)
  3. 4 Boards and Commissions meetings (in person)
  4. 6 Panel meetings (in person or virtual)
  5. 10 stakeholder meetings (in person or virtual)

**D. Task Breakdown:**

- The task proposal should illustrate the team's approach, identify milestones, deliverables and major work efforts.

**3. Approach**

Include a description of how the team will provide thoughtful approach to completing all required project work in a timely manner. Include a discussion regarding any unique and/or critical elements of this project and the manner in which they will be addressed and coordinated with City staff to remain on time and within budget.

**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. Information about the proposed project team is to include the following:

- Project Team Structure and specific assignments of lead and sub-consultants to each task.
- Specific Experience of each project team member relevant to proposed project role.
- Resumes for all personnel.

**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.

**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. Also provide a chart scheduling activities and a proposed timetable for the activities, including completion dates, review periods and submission of work to City staff.

**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. All proposed fees must be broken down by phase and task and include personnel classification. Reimbursable expenses are to be included in the proposal price.

#### **IV. EVALUATION**

##### **A. EVALUATION POINT SUMMARY**

All proposals meeting the requirements will be further evaluated using the same criteria and point structure. Evaluations will be based on the weighted criteria listed below, which correspond to information requested in various sections of the proposal:

The City reserves the right to interview all proposers or only a short-list of proposers. Interviews may be conducted in one or more rounds.

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
Experience	10
References	5
Work Plans (Scope & Approach)	30
Project Team	25
Cost Proposal	20
Value Add/Creativity/Innovation	10
<b>TOTAL POINTS</b>	<b>100</b>

##### **B. EVALUATION FACTORS**

A maximum of 100 points may be awarded based upon the quality and thoroughness of the proposer's response to each evaluation factor as follows.

**Experience:** Up to 10 points that may be awarded based on evaluation of the proposer's experience including all sub-consultants. Evaluation will be based on documented experience on similar projects. Assign points that may be awarded for Record/Financial Stability/Quality

Level of the firm's previous projects of comparable complexity, scale and nature; training and proven expertise in the area of work required; Efficiency and timeliness in completion of projects. Experience in projects completed for public entities. Review of sub-consultants.

**References:** Up to 5 points for references will be awarded upon an evaluation of proposer's work for previous clients receiving similar products and services to those proposed by the proposer for this project. Evaluation will be based on documented experience on similar projects. The consultant's work shall be such as to ensure that 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

**Work Plans:** Up to 30 points may be awarded based on the quality and thoroughness of proposer's project work plan (Scope & Approach) and timelines, the capability to deliver a project and work within a process, as well as perform the work within the desired time frame.

**Project Team:** Up to 25 points may be awarded for relevant experience of key personnel based upon the resumes and experience narratives submitted. Assigned points may be earned by any proposer based upon qualifications of the project team, effective communication and understanding of the project goals, experience with similar projects, and the quality of responses to questions.

**Cost:** Up to 20 points may be awarded for the lowest price. The consultant's overall operation should encourage cost effective work and services. Cost control, performance within budget allocations, prudent accounting practices, management and clear communication with City staff are essential to the success of this project.

**Value Add:** Up to 10 points may be awarded based on the consultant'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.

### **C. CONSULTANT SELECTION PROCESS:**

#### **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 into 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.

#### **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

EXHIBIT A

EXAMPLE PROFESSIONAL SERVICES AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”), entered into as of \_\_\_\_\_ (“Execution Date”), by and between the City of Santa Monica (“City”) and ABC Corporation (“ABC”), is made with reference to the following:

**RECITALS:**

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. ABC is qualified to do business, and is doing business, in the State of California. ABC represents it has the background, knowledge, experience and expertise necessary to provide the services set forth in this Agreement.
- C. The City and ABC now desire to enter into an agreement for ABC to provide professional services to the City.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

**TERMS AND CONDITIONS**

- 1. **Term.** This Agreement begins on the Execution Date and terminates on June 30, 20\_\_\_\_, unless sooner terminated in accordance with Section 14. In the event of delays in the performance of the services beyond the control of ABC, the City may, at its sole and complete discretion, extend the Expiration Date for a limited time period in writing pursuant to a Notice of Extension issued by the Director of Public Works, City Engineer, Capital Program Manager, or other designee of the City Manager. The Notice of Extension shall specify the revised Expiration Date and must be issued prior to Expiration Date of the Agreement.
- 2. **ABC Services.** ABC will perform all of the services (“Services”) described in Exhibit A, Scope of Services. ABC will complete the Services in accordance with Exhibit B, Budget.
- 3. **City Services.** The City agrees to:
  - 3.1 Make available to ABC any currently existing documents, data or information required for the performance of the Services.
  - 3.2 Designate a representative authorized to act on behalf of City.
  - 3.3 Promptly examine and render findings on all documents submitted for staff review by ABC.

4. **Compensation.** The City will compensate ABC for the Services performed in an amount not to exceed **DOLLAR AMOUNT SPELLED OUT (\$XX,XXX.00)**, as set forth in Exhibit B.
5. **Invoices.** ABC will invoice the City for the Services in accordance with Exhibit B and the City will pay any undisputed amount within 30 days of receipt.
6. **Notices.** All notices, demands, requests or approvals to be given under this Agreement, must be in writing and will be deemed served when delivered personally, by email, or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

6.1 All notices, demands, requests or approvals to the City:

<Name of Division or Department>  
City of Santa Monica  
<Division or Department Address>  
Santa Monica, California 90401  
Attention: <Name of City Contact>  
Re: Contract No. <Number>

with a copy to:

Santa Monica City Attorney's Office  
1685 Main Street, Third Floor  
Santa Monica, California 90401  
Attention: City Attorney  
Re: Contract No. <Number>

6.2 All notices, demands, requests or approvals to ABC:

ABC  
1234 Main Street  
Anytown, USA  
Attention: ABC Person  
<ABC's Contact Information>  
Re: Contract No. <Number>

7. **Independent Parties.** Both parties to this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another. Neither the City nor its officers or employees will have any control over the conduct of ABC or any of ABC's agents, employees, or subconsultants, except as otherwise provided in this Agreement.
8. **Integrated Contract.** This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties. Any preliminary negotiations and agreements of any kind or nature are merged into this Agreement. No oral agreement or implied covenant may be held to vary the provisions of this Agreement.



This Agreement may be modified only by written agreement signed by City and ABC, and approved as to form by the City Attorney.

9. **Insurance.** Prior to commencing work, ABC must procure, maintain and pay for insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Services by ABC or ABC's agents, representatives, employees or subconsultants for the duration of this Agreement. ABC must obtain insurance that, at a minimum, meets the requirements for insurance set forth in Exhibit C, Insurance Requirements and Verifications.

**10. Defense and Indemnification.**

10.1 **Indemnification.** As to ABC's Services produced under this Agreement, ABC agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, boards and commissions, and employees (collectively, "City") from and against any and all liability, claims, demands, damages, or costs, including but not limited to attorney's fees, or payments for injury to any person or property (collectively, "Losses") caused or claimed to be caused by the acts, errors and/or omissions of ABC, or ABC's employees, agents, officers, and subconsultants. ABC's responsibilities under this Section 10.1 include liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, which may be in combination with the acts or omissions of ABC, its employees, agents or officers, or subconsultants; provided, however, that ABC's duty to defend, indemnify, protect and hold harmless shall not include any Losses arising from the sole negligence or willful misconduct of the City. Notwithstanding ABC's obligation to defend City hereunder, City has the right to conduct its own defense and seek reimbursement for reasonable costs of defense from ABC, if City chooses to do so.

10.2 **Enforcement Costs.** ABC agrees to pay any and all costs the City incurs enforcing the indemnity, defense and hold harmless provisions set forth in Section 10.1.

**11. Prohibition Against Transfers.**

11.1 ABC may not assign, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any attempt to do so without the City's consent will be null and void, and any assignee, hypothecatee or transferee acquires no right or interest by reason of such attempted assignment, hypothecation or transfer.

11.2 The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of ABC or of any general partner or joint venturer or syndicate member of ABC, if a partnership or joint venture or syndicate exists, which results in changing the control of ABC, will be construed as an

assignment of this Agreement. Control means 50% or more of the voting power of the corporation.

**12. Permits and Licenses.** ABC, at its sole expense, must obtain and maintain during the term of this Agreement all required business and professional permits, licenses and certificates.

**13. Waiver.** A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

**14. Default and Termination.**

**14.1** If ABC fails or refuses to perform any of the provisions of this Agreement, and if the default is not cured within a period of five days after the City's written notice of default specifying the nature of the default, City may immediately terminate this Agreement by written notice to ABC.

**14.2** The City has the option, at its sole discretion and without cause, of terminating this Agreement by giving ten days' written notice to ABC. Upon termination of this Agreement, City will pay ABC any compensation earned and unpaid up to the effective date of termination.

**15. Compliance with Law.** ABC must comply with all laws of the State of California and the United States, and all ordinances, rules, and regulations enacted or issued by City.

**16. Discrimination.** ABC may not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.

**17. Nuisance.** ABC may not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

**18. Records.**

**18.1** ABC must maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by the City for any services provided where compensation is on the basis of hourly rates, subconsultant costs, or other direct costs. ABC must keep the records, together with supporting documents, separate from other documents and records and maintain them for a period of three years after receipt of final payment.

**18.2** ABC must maintain records in sufficient detail to permit an evaluation of the Services and in accordance with generally accepted accounting principles. ABC must clearly identify all records and make them readily accessible to the City. At the City's request, ABC must provide records in an electronic format and, if necessary, access to any proprietary software to view such electronic records.

18.3 ABC must allow the City to have free access to ABC's books and records and to inspect all work, data, documents, proceedings and activities related to this Agreement. The City has the right to examine or audit ABC's records, and ABC agrees to cooperate with any examination or audit of its records. If a City audit discloses an error of 5% or more in information reported by ABC, ABC agrees to pay the cost of the City's audit computed on the basis of four times the direct payroll of the audit staff completing the audit and audit report.

**19. Work Product; Reports.**

19.1 Any work product prepared or caused to be prepared by ABC or any subconsultant for this Agreement will be the exclusive property of City. No work product given to or prepared by ABC or any subconsultant pursuant to this Agreement may be made available to any individual or organization by ABC without prior written approval by City.

19.2 At the City's request, ABC must furnish reports concerning the status of the Services.

20. **Standard of Care.** ABC agrees to provide all Services, including services performed by any subconsultant, in a manner consistent with the level of care and skill ordinarily exercised by members of ABC's profession currently practicing in the same locality under similar conditions.

**21. Subconsultants.**

21.1 If ABC proposes to have any subconsultant perform any part of the Services, ABC must submit a request for approval in writing, describing the scope of work to be subcontracted, the name of the proposed subconsultant, and the total price or hourly rates used in preparing an estimated cost for the subconsultant's services. The City, in its sole discretion, may grant or deny the request.

21.2 ABC will be responsible for the quality of any subconsultant's work. Every subcontract or agreement of any kind entered into between ABC and any subconsultant (or between any subconsultant and others) must contain the following provision:

This agreement is consistent with all terms and conditions of the Agreement No. \_\_\_\_\_ (CCS) entered into between the City of Santa Monica and ABC on \_\_\_\_\_.

22. **Governing Law.** The laws of the State of California, without regard to any choice of law provisions, will govern this Agreement.

23. **Venue and Jurisdiction.** The City and ABC agree that the Services will take place in Los Angeles County. Any litigation arising out of this Agreement may only be brought in either the United States District Court, Central District of California, or the

Superior Court of California, County of Los Angeles, West District, as appropriate.  
The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.

**24. Survival of Provisions and Obligations.** Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

**25. Execution in Counterparts.** This Agreement may be executed in counterparts with the same effect as if both parties hereto had executed the same document. All counterparts shall be construed together and shall constitute a single modification. Any signature to this Agreement transmitted electronically through DocuSign or PDF shall be deemed an original signature and be binding upon the parties hereto (it being agreed that such electronic signature shall have the same force and effect as an original signature).

**26. Exhibits.** The following exhibits are incorporated by reference into this Agreement as though fully set forth herein.

- Exhibit A      Scope of Services
- Exhibit B      Budget
- Exhibit C      Insurance Requirements

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

CITY OF SANTA MONICA,  
a municipal corporation

\_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_

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

Exhibit A  
Scope of Services

**Exhibit B**  
**Budget**

**Exhibit C**  
**Insurance Requirements and Verifications**

EXHIBIT B

INSURANCE REQUIREMENTS



## Professional Services Agreement Insurance Requirements

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

### Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits of no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (Insurance Services Office Form CG 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 00 01 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Workers’ Compensation insurance as required by the State of California, with Statutory Limits and Employers’ Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease (see footnote #1).
4. **Professional Liability:** Insurance appropriate to the Consultant’s profession with limits of no less than \$1,000,000 per occurrence.
5. **Contractor’s Pollution Liability:** Insurance covering pollution conditions arising out of actions performed by or on behalf of the consultant, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Consultant maintains broader coverage or higher limits than the minimums shown above, the City of Santa Monica requires and shall be entitled to any broader coverage and higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Monica.

### Other Insurance Provisions

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:
  - a. **Additional Insured Status:** The City of Santa Monica, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or

on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85, or if not available, through the addition of a combination of (1) CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and (2) CG 20 37).

- b. **Primary Coverage:** For any claims related to this Agreement, the Consultant's insurance shall be primary coverage at least as broad as Insurance Services Offices Form CG 20 01 04 13 as respects the City of Santa Monica, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. **Notice of Cancellation:** Each insurance policy required herein shall state that coverage shall not be cancelled except after notice has been given to the City of Santa Monica.
- d. **Waiver of Subrogation:** Consultant hereby grants to the City of Santa Monica a waiver of any right of subrogation which any insurer of said Consultant may acquire against the City of Santa Monica by virtue of payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Santa Monica has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Santa Monica for all work performed by the consultant, its employees, agents and subcontractors.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City of Santa Monica. The City of Santa Monica may require the Consultant to purchase coverage with a lower retention or provide satisfactory proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Santa Monica.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in California with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City of Santa Monica.

### **Claims Made Policies**

1. If the Professional Liability policy provides "claims made" coverage:

- a. The Retroactive Date must be shown and must be before the date of this Agreement or the start of work.
- b. The insurance must be maintained, and evidence of insurance must be provided for at least 5 years after completion of work.
- c. If the policy is cancelled or not renewed, and not replaced with another “claims made” policy form with a Retroactive Date prior to the effective Agreement date, the Consultant must purchase “extended reporting” coverage for a minimum of 5 years after completion of work.

### **Verification of Coverage**

Consultant shall furnish the City of Santa Monica with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage provided by this clause). All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. However, failure to obtain required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

### **Failure to Maintain Insurance Coverage**

If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The City of Santa Monica, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach.

### **Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. All exceptions must be approved in writing by the Risk Manager.

### **Footnotes**

- # 1: Workers’ Compensation insurance coverage is not required if the Consultant does not have employees. The Consultant must, however, execute the City’s Workers’ Compensation Coverage Exemption Declaration Form.**

EXHIBIT C

LOTTERY SELECTED PANEL INFORMATION

# LOTTERY-SELECTED PANELS



## *A New Kind of Democracy*

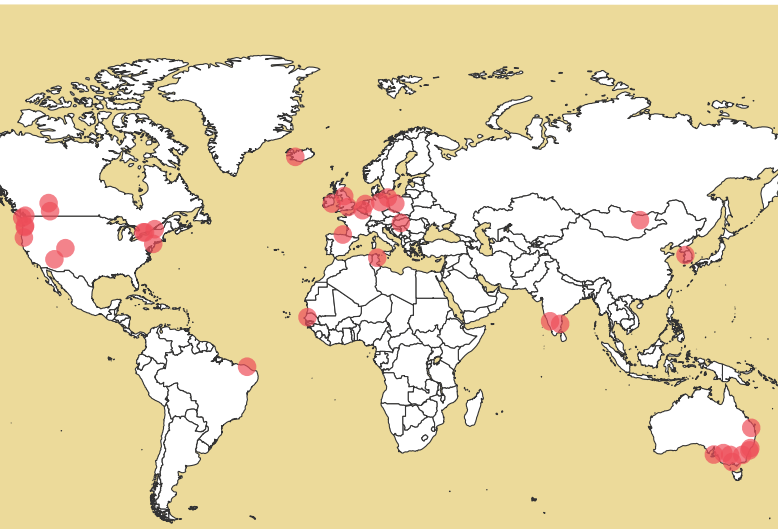
*Lottery-Selected Panels are innovative democratic systems that help governments tackle difficult policy questions.*

*Panelists are everyday people capable of extraordinary collaboration and sophisticated decision making.*



**Democratic Lotteries** ensure all of us – from every walk of life – have a place in public decision-making. Panels reflect the many diversities of the communities they serve.

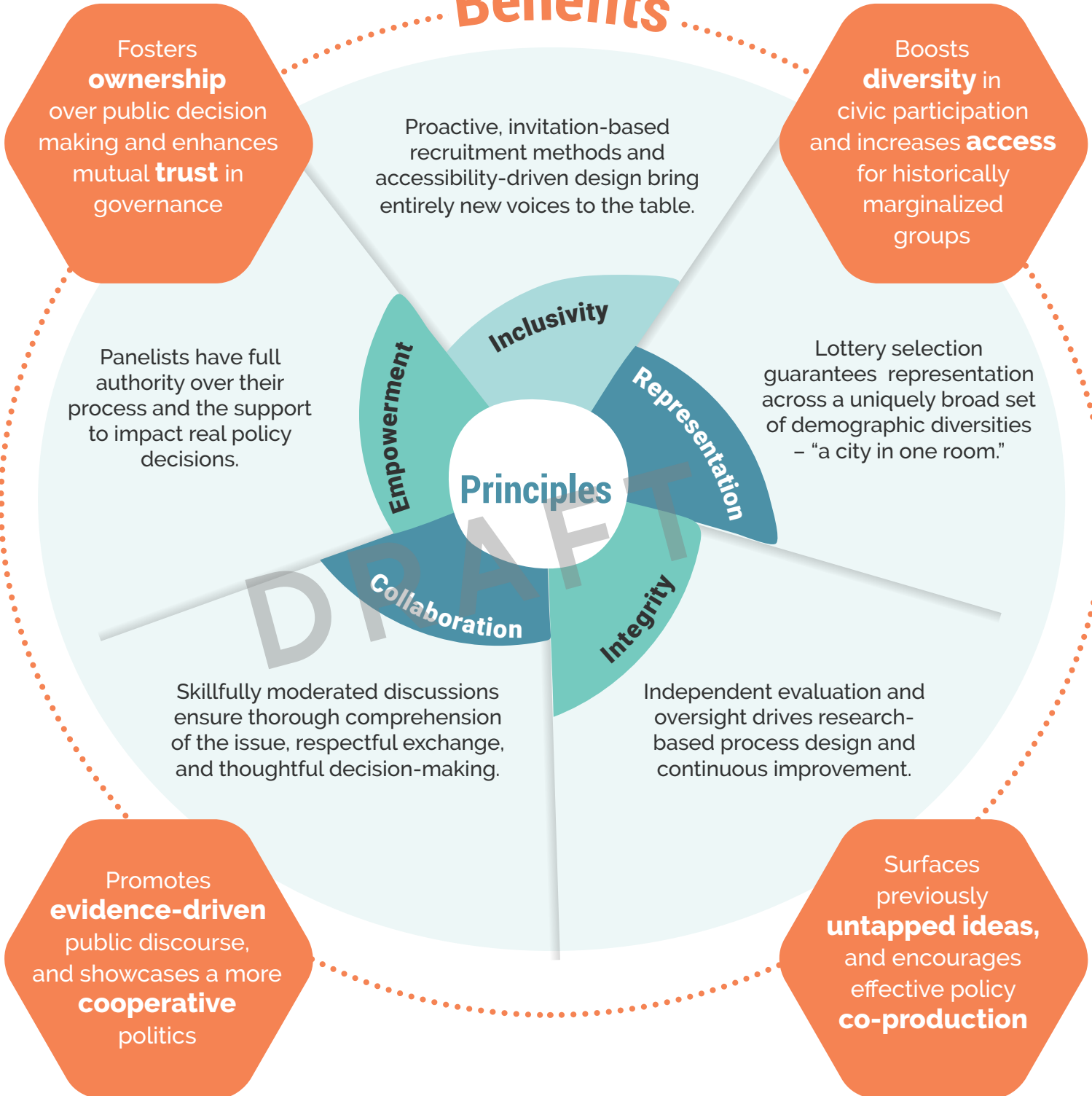
**In-Depth Deliberation** changes decision-making itself. Panelists hear from experts and stakeholders on all sides of an issue, consider policy options, and collaboratively write recommendations.



**Around the world,** governments are employing Lottery-Selected Panels – often called Citizens' Juries or Citizens' Assemblies – to put people at the center of governance. Healthy Democracy has designed and convened panels in five U.S. states and three countries since 2008. We are best known for Oregon's Citizens' Initiative Review (CIR), which is one of the most researched deliberative processes in the world and was one of the first modern lottery-selected processes institutionalized in government.

## of Lottery-Selected Panels

### Benefits



## Selection

1

### Invitation

A group of randomly selected residential addresses receive a letter inviting them to participate in the Panel.



5k-15k  
letters mailed

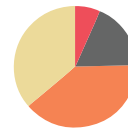
2

### Democratic Lottery

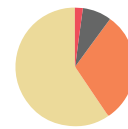
Of those who respond to the invitation, a Panel is selected that represents the unique demographic characteristics of that community.

#### Education Attainment

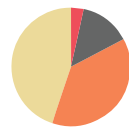
- No Diploma
- High school diploma
- Some college
- Bachelor's degree



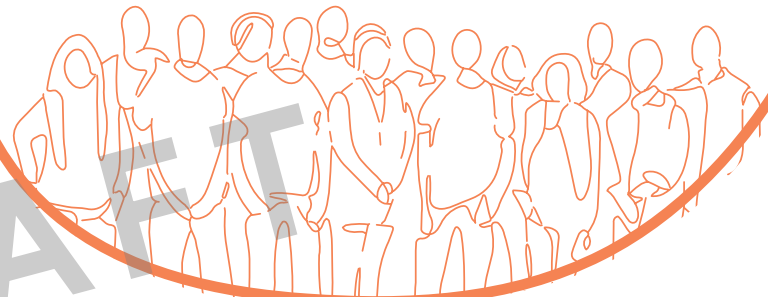
Population



Respondents



Panelists



*"Life often feels like a zero sum game. Here, whenever I contributed, **others gave, too.** That's really exceptional in this world."*

- Dylan, Former Panelist

*"This opportunity to work side by side with fellow voters has affirmed my belief in the **value of public participation** in the democratic process."*

- Melissa, Former Panelist



## In-Room

3

### Information Gathering

The Panel interviews dozens of experts and stakeholders, and conducts its own research on the topic at hand. With external support, Panelists filter information and conduct gaps analyses to ensure information is strong, reliable, and reflects many perspectives on the issue.



4

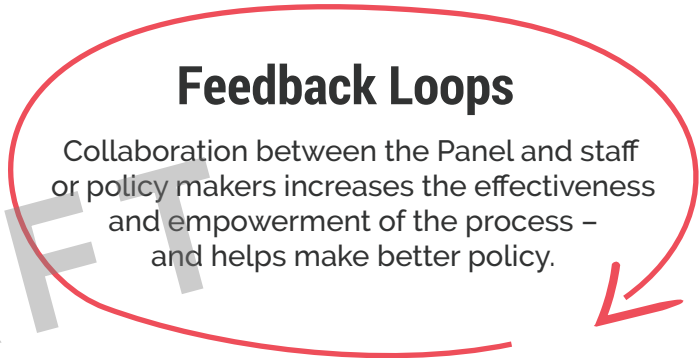
### Deliberation

Panelists define decision-making criteria, consider potential policy options, and prioritize alternatives through extensive discussions over multiple days. Panelists spend most of their time in small groups with trained professional moderators. Meticulous process designs enable collaboration between iterative small and large groups.



### Feedback Loops

Collaboration between the Panel and staff or policy makers increases the effectiveness and empowerment of the process – and helps make better policy.



5

### Recommendations

The Panel produces a set of policy recommendations, including rationales and any dissenting opinions. Their report – written entirely in their words – carries an inherent legitimacy with the public and decision makers. Policy recommendations can inform any stage of the policy process:

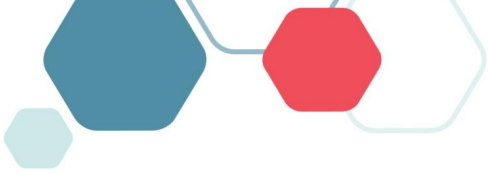
Agenda Setting

Visioning

Policy Making

Implementation





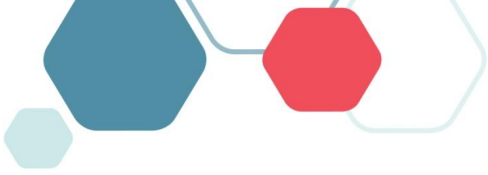
# Overview of Lottery-Selected Panels

Prepared for the City of Santa Monica by Healthy Democracy  
Updated 27 April 2023

Lottery-Selected Panels are a 50-year-old democratic innovation – inspired by ancient democracies in Greece and India – that put everyday people at the heart of public decision making. Often called Citizens' Assemblies or Policy Juries, these processes combine two key design elements that fundamentally transform public decision making: 1) a [democratic lottery](#) selects a Panel that is demographically representative of the community and fully supported to participate, and 2) a deliberative process allows Panelists to collaboratively consider many perspectives and produce well-informed policy recommendations. With over [600 examples globally](#) to date, the model is gaining traction as a way for governments to deeply engage residents in helping find collaborative, inclusive, and durable policy solutions.

Participants are selected from the general public using a *democratic lottery*, also known as a representative random sample or [sortition](#). While most public engagement processes rely on the same self-selected individuals, democratic lotteries engage new residents through a randomized process that ensures representation across an unusually broad set of diversities. The lottery begins with a proactive invitation to randomly selected residential addresses that makes it as easy as possible to say “yes.” From the resulting pool of respondents, a Panel is randomly selected (at a public event) to reflect a microcosm of the city. Lottery-Selected Panels don't just “work toward” representation; they guarantee a cross-section of the public's diversities every time – in terms of age, gender, race, ethnicity, geography, educational attainment, and other factors. Selected Panelists are paid a substantial stipend, offered language interpretation, and reimbursed for childcare, eldercare, and transportation expenses. This sets a new standard for access and inclusion of all communities and mitigates unequal barriers to participation often faced by marginalized residents.

The deliberative process then puts everyday people at the center of in-depth, well-informed, and collaborative policymaking. Given that most lottery-selected Panelists do not have prior experience with the policy topic, they have a unique capacity for identifying common ground solutions in the public's best interest. Much like a jury in a criminal court, they receive a vast amount of information before independently deliberating on recommendations. Rather than being presented with pre-packaged information from a sponsoring government agency, Panelists hear from dozens of background presenters, stakeholders, and technical experts to understand the landscape of opinions and information on the policy topic. Then, through meticulously designed small-group work aided by professional moderators, Panelists carefully consider options, weigh tradeoffs, and collaboratively identify solutions. Panelists hear from the broader public throughout their process to ensure a wide range of community voices and interests are considered. The Panel's final recommendations, written entirely in Panelists' own words, are delivered directly to decision makers. The time-intensive and collaborative nature of the deliberative process results in recommendations with broad community buy-in – and unusual public legitimacy – that are frequently adopted by government officials.



# Frequently Asked Questions

## What is a Lottery-Selected Panel?

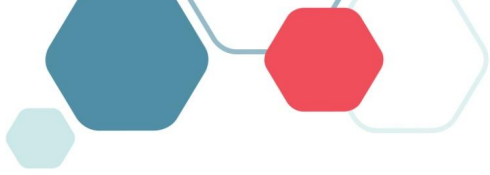
- This is a different kind of democratic process. A Lottery-Selected Panel brings together a group of everyday people to examine an important public issue. These are residents just like you, who are randomly selected but also reflective of the general public, in terms of age, gender, location, race, and other factors. They're like a city in one room. These Panels are professionally facilitated and follow a structured process to ensure fairness and productivity. They are designed to reduce the influence of political bias and instead put the focus on collaborative problem solving and evidence. Academic research has shown that they handle complex policy questions effectively and fairly.

## What are the principles that guide these processes?

- Inclusivity: Proactive, invitation-based recruitment methods and accessibility-driven design bring entirely new voices to the table.
- Representation: Lottery selection guarantees representation across a uniquely broad set of demographic diversities – “a city in one room.”
- Integrity: Independent evaluation and oversight drive research-based process design and continuous improvement.
- Collaboration: Skillfully moderated discussions ensure thorough comprehension of the issue, respectful exchange, and thoughtful decision-making.
- Empowerment: Panelists have full authority over their process and the support to impact real policy decisions.

## What makes a Lottery-Selected Panel different from a typical community advisory committee?

- Selection Process
  - Panelists are selected by democratic lottery – a stratified random sample of community residents aged 16+, a microcosm of the city in one room. Because Lottery-Selected Panels are composed of residents who typically do not volunteer for other City processes, they are capable of more deliberative arbitration of fraught political topics.
- Stakeholder Involvement
  - Stakeholders and interest groups are not absent from the process, but they do not sit on the Panel itself. Rather, they participate in the process in two ways:
    - A politically diverse selection of stakeholders sit on the Informational Advisory Committee that oversees the fairness and quality of the information in the process, and
    - A wide array of stakeholders present to the Panel during the process.
- Panel Autonomy
  - Although it only offers recommendations, the Panel is treated more like a council, commission, or other decision-making body than a typical advisory committee. Staff serve the Panel in supportive, rather than directive, roles. This paradigm shift is reflected in process design, moderation style, and budget, with typically around 1/3 of project funds being paid directly to Panelists.



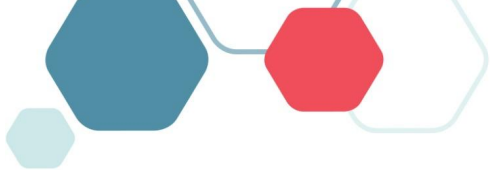
- Evidence Driven
  - The Panel gathers a wide range of evidence. In addition to stakeholders, the Panel hears from staff and non-staff expert presenters, has ample time to review documents and question all presenters, and may call its own presenters. It may also receive other public engagement inputs – including survey data, listening sessions, walking tours, etc. – or hold open public workshops.
- Deliberation
  - The Panel engages in lengthy deliberations around grounding values and principles, before delving into any policy solutions. These discussions seek mutual understanding and shared goals, but they do not force consensus. As with the rest of the Panel, they are professionally moderated and follow a detailed process design established in advance, while remaining flexible to the Panel's needs.
- Built-In Feedback Loops
  - The Panel has the opportunity to engage in in-depth feedback loops with technical staff, to review proposed policies in detail.
- Outcomes
  - The Panel's output is therefore substantial, including both:
    - Criteria on which it believes any decision should rest, and
    - Detailed policy recommendations (or a review of existing proposals).
- Efficiency & Efficacy
  - In order to accomplish these significant tasks, Panels are highly efficient public processes, while remaining comfortable, supportive, and collaborative environments for Panelists.
- Inclusivity and Accessibility
  - Since randomly selected Panels include folks from many walks of life, universal accessibility is emphasized. Panelists are paid a stipend and reimbursed for transportation, childcare, and eldercare. Both the in-room process and out-of-room logistics seek to accommodate Panelists' specific needs, providing support services such as translation and assistive technology and adapting to differential learning styles. In online processes, transportation and child/eldercare reimbursements are replaced by technology and hot-spot internet access, as needed.

## What is lottery selection and how are Panelists selected?

- Lottery selection ensures that all of us have a place in public decision making. Five to fifteen thousand letters are mailed out to randomly selected residential addresses inviting residents to participate in the Panel. Of those who respond, a Panel is selected that represents the unique demographic characteristics of that community.
- Additional Panelists who may not live at an address are selected via "golden tickets" provided to social service agencies.

## What are the benefits of lottery-selected deliberation?

- Boosts diversity in civic participation and increases access for historically marginalized groups.
- Surfaces previously untapped ideas, and encourages effective policy co-production.
- Promotes evidence-driven public discourse, and showcases a more cooperative politics.
- Fosters ownership over public decision making and enhances mutual trust in governance.



## How do these processes guarantee equality?

- Lottery-Selected Panels strive for equality in three primary ways: 1) community members have an equal opportunity of being invited to serve; 2) Panelists reflect the exact demographic makeup of their communities; and 3) deliberation creates an inclusive environment in which everyone's voice has the same weight.

## How can these processes work toward equity?

- While equality is a minimum guarantee of these processes, it is possible to integrate equity through selection targets, interactions with stakeholder groups, and in-process support for Panelists.

## How does Healthy Democracy ensure that the Panel is inclusive of all perspectives?

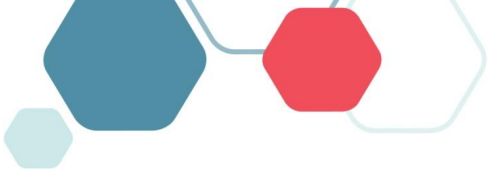
- Although bias is a natural human condition, we strive for a process that minimizes unproductive political bias. The process follows an evidence-driven structure that fosters problem-solving that goes beyond partisanship. Our professional moderator teams are specifically trained to balance participation, manage power imbalances, and put Panelist autonomy first, assisting them to make their own informed decisions.

## What is deliberation?

- Deliberation involves carefully weighing different options, access to accurate, relevant, and diverse information, and participants finding common ground to reach shared recommendations.
  - Most processes start with an information gathering session: The Panel interviews dozens of experts and stakeholders and conducts its own research on the topic at hand. With external support, Panelists filter information and conduct gaps analyses to ensure information is strong, reliable, and reflects many perspectives on the issue.
  - Then, they move into the deliberation phase: Panelists define decision-making criteria, consider potential policy options, and prioritize alternatives through extensive discussions over multiple days. Panelists spend most of their time in small groups with trained professional moderators. Meticulous process designs enable collaboration between iterative small and large groups.

## What role do stakeholders play?

- Stakeholders and interest groups are vital to these processes, even though they do not sit on the Panel itself. Rather, a politically diverse selection of stakeholders sit on the Informational Committee, which provides introductory information to the Panel, an introductory slate of stakeholders to hear from, and a menu of potential additional stakeholders and experts to hear from. They have multiple other opportunities to interact with the process – for example, to offer feedback in public listening sessions and workshops.



## Where else is this being used?

- Around the world, governments are employing Lottery-Selected Panels to put people at the center of governance. See [OECD graphics](#).
- In over [600 examples globally](#) to date, the model is gaining traction as a way for governments to deeply engage their residents in collaborative, inclusive, and durable policy decisions.
- Healthy Democracy has designed and convened Panels in five U.S. states and three countries since 2008. Our processes are some of the most researched deliberative processes in the world, and one process in Oregon was the first modern lottery-selected process to be permanently institutionalized in government.

## Why can't anyone decide to participate in the Panel?

- Lottery-Selected Panels offer an innovative way of getting new voices to engage in public decision making. While everyone has an equal *chance* of receiving an invitation to join, self-selection alone tends to privilege voices with the most access. Panels almost always accompany many other public engagement opportunities in which any community member can make their voice heard – for example, public forums and open surveys. Any member of the community who wants to participate in decision-making related to the policy area is encouraged to be involved.
- If someone isn't selected for the Panel but still wants to participate, all Panel sessions are available via livestream, and, like all members of the public, everyone is welcome to visit the Panel in person as an observer.

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## Common Concerns

### Are everyday people really qualified to make quality decisions about technical policy questions?

- We don't want to only hear from the loudest, most active voices, we want to hear from people from all walks of life.
- There is growing awareness that diverse groups make better decisions. When you give a diverse group of people access to quality, balanced information, sufficient time, and skilled facilitators, they can find common ground and make sound recommendations on even the most complex policy issues.
- Everyday people have weighed in intelligently on the financial plans of large cities, the location of a new hospital, and how to deal with nuclear waste.

### Shouldn't anyone be allowed to participate?

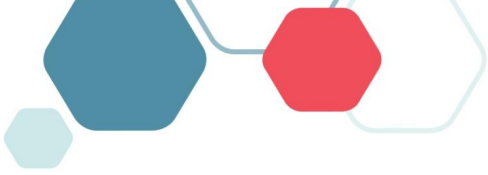
- Lottery-Selected Panels are only one piece of the "democracy pie". They are a missing tool in our public engagement toolbox – not the only one; other forms are still essential to our democracy. And, Panels can include informational inputs that are open calls for participation (e.g., surveys, workshops).
- Open-in-theory doesn't usually mean open-in-practice. Just because any can show up at a council meeting doesn't mean that everyone has equal opportunity to do so.
- Let's focus on outcomes: Are we actually getting broad-based participation in traditional, open-to-all engagement processes or just allowing for the possibility of it?
- We can't all be involved on every issue. But we should all be deeply involved on some issues, sometimes – and have faith that others like us are deeply involved at other times. Lotteries allow that.

### Isn't this sidelining existing stakeholders?

- Organized advocacy is vital to democracy, but lots of folks are stakeholders – not just those who are organized. Panelists are residents, taxpayers, etc. – they're stakeholders.
- Lottery-Selected Panels can be great for existing advocates. When else are folks paid to deeply and independently consider stakeholder proposals?
- Existing stakeholders are essential to the process – they curate initial information, they present to the Panel & they often provide feedback later in the process.
- Existing advocates are often not the right (or best) deliberators; that's why trials have juries.

### Isn't this too expensive?

- Panels typically cost no more than traditional methods. Plus, this is not just engagement; it is an investment in new civic leaders and in new civic infrastructure.
- Benefits go beyond recommendations: a broader culture of mutual trust and reframing of government as a tool we all use and not some entity that does things *to* us.
- Also, consider the quality and credibility of decisions – a strong process now has benefits later: smarter policy, more public legitimacy and support, and long-term financial savings.



## Isn't this equality and not equity?

- Equality is a minimum guarantee. Democratic lotteries guarantee representation on 7+ demographic factors – all at the same time. That typically doesn't happen even in equity-based processes.
- Equality is only a starting place. There are many ways to incorporate equity:
  - In setting targets (e.g., based on future population, compensating for past disengagement).
  - In informational inputs (e.g., stakeholder outreach).
  - In the process itself (e.g., support for Panelist-organized, identity-based enclave deliberation).

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Health Democracy Video Links

What Are Democratic Lotteries?

<https://www.youtube.com/watch?v=KY1eqkJ9rvo>

Panelist Testimonials: Petaluma 2022

<https://www.youtube.com/watch?v=a2IR8oleUYE>

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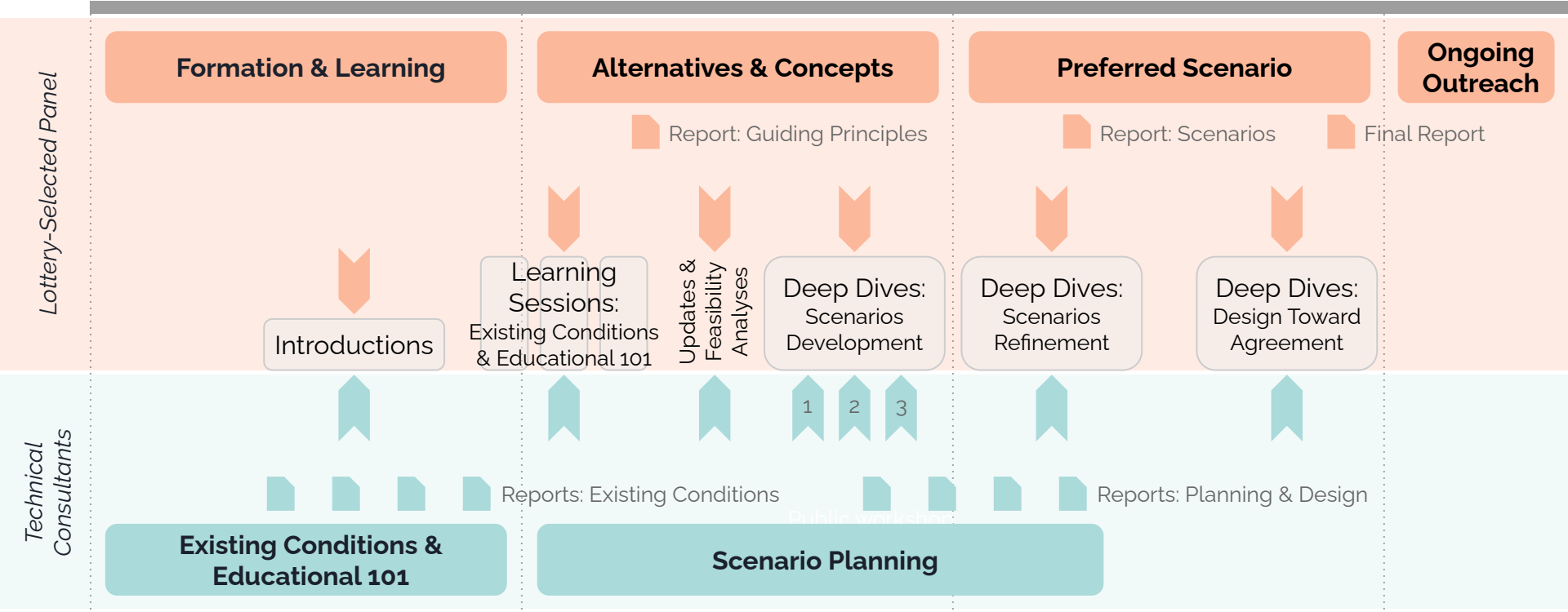


EXHIBIT D

TECHNICAL CONSULTANT AND PANEL INTERACTION DIAGRAM

# SMO Airport Project – Panel & Consultants Timeline

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**City of Santa Monica**  
**Non-Discrimination Policy Acknowledgment**

Consistent with a policy of nondiscrimination in employment on contracts of the City of Santa Monica and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for Non-Discriminatory Policy Acknowledgement" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City for purchases, services, and the construction, repair, or improvement of public works.

**A. Discrimination.**

Discrimination in the provision of services may include, but not be limited to the following:

- (a) Denying any person any service, or benefit or the availability of a facility.
  - (b) Providing any service, or benefit to any person which is not equivalent, or in a non-equivalent manner or at a non-equivalent time, from that provided to others.
  - (c) Subjecting any persons to segregation or separate treatment in any manner related to the receipt of any service.
  - (d) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
  - (e) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.
- (1) Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, gender, gender identification, gender expression, sexual orientation, marital status, AIDS or disability.
- (2) Contractor shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel.

At any time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of these procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

**B. Non-discrimination in Employment**

- (1) Contractor certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, gender, gender identification, gender expression, marital status, AIDS or disability in accordance with the requirements of City, State or Federal law. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, gender, gender identification, gender expression, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law. Such shall include, but not be limited to, the following:
- (a) Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

- (b) Selection for training, including apprenticeship.
- (2) Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.
  - (3) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, gender, gender identification, gender expression, marital status, AIDS or disability, in accordance with the requirements of City, State or Federal law.
  - (4) Contractor shall send to each labor union or representative coworkers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this non-discrimination policy.
  - (5) Contractor certifies and agrees that it will deal with its sub-Contractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, gender, gender identification, gender expression, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law.
  - (6) In accordance with applicable State and Federal law, Contractor shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with this non-discrimination policy. Contractor shall provide other information and records as the representatives may require in order to verify compliance with this non-discrimination policy.
  - (7) If City finds that any of the provisions of this non-discrimination policy have been violated, the same shall constitute a material breach of agreement upon which City may determine to cancel, terminate, or suspend this Agreement. While City reserves the right to determine independently that this nondiscrimination policy has been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal non-discrimination laws shall constitute a finding by City that Contractor has violated the provisions of this non-discrimination policy.
  - (8) The parties agree that in the event Contractor violates any of the non-discrimination policies set forth herein, City shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.
  - (9) Contractor hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor receiving Federal Financial Assistance.

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Signature/Date

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Name of Proposer



**NON-COLLUSION DECLARATION TO ACCOMPANY PROPOSALS OR BIDS**

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES }

\_\_\_\_\_, being first duly sworn, deposes, and says: that He/She is:

\_\_\_\_\_  
(Insert "Sole Owner," "A Partner," "President," "Secretary," or other proper title)

of \_\_\_\_\_  
(Insert name of proposer)

Who submits herewith to the City of Santa Monica the attached proposal; that He, She, It, or They is (are) the person(s) whose name(s) is (are) (strike out words not appropriate) signed to the hereto attached proposal; that said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or on behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Declarant further deposes and says: that the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract or of any other proposer, or anyone else interested in the proposed contract; that the proposer has not in any manner sought by collusion to secure for himself, herself, itself, or themselves, an advantage over any other proposer. (strike out words not appropriate)

Declarant further deposes and says that prior to the public opening and recording of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham Proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else would submit a false or sham proposal, or that anyone should refrain from proposing or withdraw his/her proposal;
- (c) Did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix any overhead, profit or cost element of his, her, its, their price, or of that of anyone else; and
- (d) Did not, directly or indirectly, submit his, her, its, or their proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposal in his, her, its, or their business. (strike out words not appropriate)

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Name of Proposer



**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, PROPOSED DEBARMENT, AND OTHER  
RESPONSIBILITY MATTERS**

**This certification must be completed for your proposal to be considered.**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) The Bidder and/or any of its Principals, contractors, subcontractors and sub recipients are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of or voluntarily excluded from participating in contracts by any Federal agency and are not presently on the System for Award Management (SAM) or being considered for the SAM OR ineligible to work on contracts for violations of California Labor Code Sections 1777.1 or 1777.7;
- 2.) "Principals," for the purpose of this certification, means officer; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar position). ;
- 3.) The Bidder also certifies that if awarded a contract it shall provide immediate written notice to the City of Santa Monica if, at any time, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- 4.) A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by City of Santa Monica may render the Bidder non-responsive;
- 5.) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
- 6.) The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City of Santa Monica may terminate the contract resulting from this solicitation for default and pursue any other available legal remedies.

By signing below, I declare under penalties of perjury that the forgoing certifications and assurances, any other statements made by me are true and correct.

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_ RFP No. : \_\_\_\_\_