



REQUEST FOR PROPOSALS

for

Interactive Digital Information Kiosks

July 20, 2018

RFP Distribution:	July 20, 2018
Deadline for Submittal of Questions:	August 3, 2018
Proposal Submittal Deadline:	August 10, 2018
Interviews/Demonstrations:	August 24, 2018
Final Selection/Notifications:	August 31, 2018

401 B Street, Suite 100

San Diego, CA 92101

(619) 234-0201

AKostick@downtownsandiego.org

ADVERTISEMENT
Request for Proposals
For
Interactive Digital Information Kiosks

The Downtown San Diego Partnership (the Partnership), an equal opportunity contractor, is now accepting Proposals for Interactive Digital Information Kiosks. The requirements for submitting a Proposal are stated in the attached Request for Proposals (RFP). Please review them carefully.

The Partnership is a California nonprofit public benefit corporation recognized by the Internal Revenue Service as a tax-exempt organization pursuant to section 501(c) (6) of the Internal Revenue Code. The Partnership was founded in 1993 with a defined mission to advance Downtown San Diego (Downtown) as the leading economic, cultural and governmental center of the region through leadership, advocacy and education.

For more information, please visit our website at www.downtownsandiego.org.

One (1) electronic copy of the proposal on a flash drive in a searchable format such as Microsoft Word or PDF and one (1) original proposal signed in ink by a company official authorized to make a legal and binding offer, plus four (4) copies of your proposal must be submitted in a sealed box or opaque envelope plainly marked with:

REQUEST FOR PROPOSALS: INTERACTIVE DIGITAL INFORMATION KIOSKS

Attention: Alicia Kostick

Downtown San Diego Partnership

401 B Street, Suite 100

San Diego, CA 92101

[Name of Company Submitting Proposal]

RFP questions must be directed to Alicia Kostick per the enclosed instructions in Section 3.4.

Proposals from small businesses, disabled veteran-owned businesses, women-owned businesses, firms owned by underrepresented ethnic groups and local firms are especially encouraged.

All Proposals are due to the Partnership, 401 B Street, Suite 100, San Diego, CA 92102, no later than August 10, 2018 at 2:00 p.m.

Solicitation text and attachments can be downloaded from the Partnership's website at www.downtownsandiego.org.

Incomplete submittals, incorrect information, or late submittals shall be cause for disqualification. Copies received by e-mail and/or fax shall not be deemed as received.

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1.0 INTRODUCTION

The Downtown San Diego Partnership (the Partnership) is a California nonprofit public benefit corporation recognized by the Internal Revenue Service as a tax-exempt organization pursuant to section 501(c) (6) of the Internal Revenue Code. The Partnership was founded in 1993 with a defined mission to advance Downtown San Diego as the leading economic, cultural and governmental center of the region through leadership, advocacy and education.

The Partnership also administers the Downtown San Diego Clean and Safe Program (C&S), a California nonprofit public benefit corporation recognized by the Internal Revenue Service as a tax-exempt organization pursuant to section 501(c) (4) of the Internal Revenue Code. C&S provides enhanced maintenance and safety services within a portion of Downtown San Diego called the Downtown San Diego Property and Business Improvement District. C&S is funded through property tax assessments.

For more information, please visit our website at www.downtownsandiego.org.

1.1 Purpose of Solicitation

The purpose of this RFP is to solicit proposals from RFP Respondents (Respondent) that will enable the Partnership to determine which Respondent and proposed solution will best meet the needs of the Partnership, the City of San Diego (City), and the Downtown community for Interactive Digital Information Kiosks as further detailed in Appendix A – Scope of Services.

1.2 Overview of Solicitation

The solicitation is composed of the following parts:

INTRODUCTION (SECTION 1.0)

This section introduces information about the Partnership. It also introduces the purpose of this solicitation with pertinent details. Relevant rules and regulations follow in subsequent sections and appendices. The respondent is advised to review the entire solicitation before preparing a submittal.

SUBMITTAL REQUIREMENTS (SECTION 2.0)

This section introduces detailed instructions on how to prepare a submittal. Additional details may be contained in subsequent sections and appendices. Questions arising during preparation of a submittal should be addressed to the designated Partnership staff member, whose contact information appears on the title page of this solicitation. The respondent is advised to review the entire solicitation before preparing a submittal.

SELECTION PROCESS AND EVALUATION CRITERIA (SECTION 3.0)

This section explains how proposals will be evaluated, ranked and selected.

DECLARATIONS AND ADDITIONAL INFORMATION (SECTION 4.0)

This section contains important declarations and additional information the respondent must carefully review. Items include, but are not limited to, special conditions, policies, guidelines and requirements that will be incorporated into the Scope of Services and/or contract.

APPENDICES (SECTION 5.0)

This section contains appendices which include, but are not limited to, the Scope of Services, equal opportunity requirements, disclosures, and selection criteria. Again – the respondent is encouraged to review the entire solicitation before preparing a submittal.

1.3 Accuracy of RFP and Related Documents

Each Respondent must independently evaluate all information provided by the Partnership. The Partnership makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the Partnership will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum to this RFP issued by the Partnership, or provided by a question and answer document posted by the Partnership to its website. Companies may not rely on any oral statement by the Partnership or its agents, advisors, or Contractors.

If a Respondent identifies potential errors or omissions in this RFP or any other related documents, the Respondent should immediately notify the Partnership of such potential discrepancy in writing. The Partnership may issue a written addendum if the Partnership determines clarification is necessary. Each Respondent requesting an interpretation will be responsible for delivering such requests to the Partnership's designated representative as directed in Section 3.4.

1.4 The Partnership's Rights and Options

The Partnership reserves the right, at the Partnership's sole discretion, to take any action affecting this RFP, this RFP process, or the services or facilities subject to this RFP that would be in the best interests of the Partnership, including:

- To supplement, amend, substitute, or otherwise modify this RFP

- To require any Respondent to supplement or clarify its proposal or provide additional information relating to its proposal.
- To investigate the qualifications, experience, capabilities, and financial standing of each Respondent submitting a proposal.
- To waive any defect or irregularity in any proposal received.
- To discuss and negotiate with any Respondent their proposal terms and conditions, including but not limited to financial terms.

1.5 Expense of Submittal Preparation

The Partnership accepts no liability, and companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process.

2.0 SUBMITTAL REQUIREMENTS

This section contains instructions on how to prepare and submit a response to this solicitation. Questions arising during preparation of a submittal shall be addressed only to the designated Partnership staff member.

The respondent shall follow the format specified below. The contents of the submittal must be clear, concise and complete. Each section of the submittal shall be tabbed and labeled in the order shown below.

2.1 Submittal Cover

The submittal cover shall include the title; the services, identified by number, listed in Appendix A, to which the Contractor is responding; submittal due date, name, address, telephone number, and e-mail address of the principal contact.

2.2 Table of Contents

The table of contents shall be complete and clear, listing headings and pages to enable easy reference.

2.3 Cover Letter

The cover letter shall be brief. Any changes to the submittal format or deletions of requested material should be explained in the cover letter. The first sentence must state in boldface type:

“This submittal is in response to the RFP for Interactive Digital Information Kiosks.”

Additional cover letter information:

- Identify the respondent's primary contact (include address, e-mail address and telephone number), responsible for all queries made during the intake and processing of the response.
- Identify the location of the office(s) housing individuals assigned to provide services.
- Provide the pertinent Federal Tax I.D. number.
- If proposing joint venture partners and subconsultants, include company name(s), the types of services to be provided by each, and the primary contact for each.
- The signatory shall be a person with legal authority to bind the prime, partners and subs.

2.4 Description of Contractor Firm

This section shall describe your firm's philosophy, size, and structure. Include in this section, an explanation of how the particulars of your firm, including its philosophy, size, and structure, will facilitate the successful completion of the Scope of Services. Include company history, experience, and approach to maximizing media sales.

Describe company's capital structure, ownership (including Capitalization Table), and provide reference letter from bank attesting to ability to satisfy requirements of RFP and proposed solution. Include most recent two years' company revenue, certified by independent auditor.

2.5 Statement of Understanding and Methodology

The statement of understanding and methodology shall contain a written narrative that demonstrates the respondent's understanding of the solicitation and a methodology for implementing the Scope of Services. The Scope of Services is attached as Appendix A.

2.6 Project-Related Experience

This section shall include examples of the respondent's experience in the past three years specifically related to the Scope of Services. Examples shall be listed consecutively, and the awarding and completion dates noted for each. For each listing, include the name(s) and telephone number(s) of the respondent's principal responsible, and the contracting entity's contact name, phone number, and email address, as well as the total contract dollar amount and period of time associated. List a maximum of five (5) and a minimum of three (3) relevant examples.

Specifically:

- a) Provide examples of respondent's specific experience with providing Interactive Digital Information Kiosks to private and public entities.

- b) Include case study of Kiosk deployment with per-Kiosk revenues generated in most recent full calendar year and certification from independent auditor.
- c) Provide a listing of systems that are under contract, but not yet implemented. Include additional information on contracted deployments including status of project and contact information for reference.

2.7 Project Personnel

This section shall identify the contact person with primary responsibility for this project, the personnel proposed to work on this project, and joint venture partners and subconsultants. The persons listed will be considered committed to the project with no substitutions without prior agreement from the Partnership. If Contractor is proposing to include subcontractors, describe the rationale for selecting the team.

Provide brief resumes for all personnel and subcontractors to include at a minimum the individual's name, title, and experience. Include overview of technical staff, their qualifications, and their ability to incorporate the Partnership's desired features and future requests.

2.7.1 EQUAL OPPORTUNITY CONTRACTING

Respondents shall provide their intention of, and strategy for, achieving the goals of Equal Opportunity Contracting, including the contracting with any combination of certified Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), Small Business Enterprise (SBE) and/or Other Business Enterprise (OBE) firms at the prime, co-venture partner, subconsultant, and/or vendor level.

- To qualify for DBE certification, the business firm must provide proof of being socially and economically disadvantaged as identified in Caltrans' DBE certification process.
- To qualify for DVBE certification, a firm must provide proof that it is owned and operated by one or more veterans with a Service-related disability and the management of the firm is controlled by the qualifying party(ies).
- To qualify for MBE certifications, the business firm must provide proof of being at least 51% owned and operated by African-Americans, Asians, American Indians, Filipinos, and/or Latinos and that its management is controlled by one or more members of the identified ethnic groups.
- To qualify for SBE certification, the business must be independently owned and operated, cannot be dominant in its field of operation, must have a

principal office in California and owners living in California and, together with its affiliates, be either: Businesses with 99 or fewer employees and average gross receipts of \$10 million or less over the previous three tax years, or be a manufacturer with 100 or fewer employees.

- To qualify for WBE certification, the business firm must provide proof of being at least 51% owned and operated by one or more women and its management be controlled by one or more women.
- OBE means any business which does not otherwise qualify as a Minority, Women, Disadvantaged, or Disabled Veteran Business Enterprise.

2.8 Organization Chart

This section shall include an organization chart containing the names of all key personnel and their status as prime, joint venture partners, and subs with titles and their specific task assignment for this contract.

2.9 Scope of Services

This section is where Respondents shall include detailed responses to any elements of Appendix A – Scope of Services not addressed in another section listed under 2.0 Submittal Requirements.

2.10 Kiosk Design

This section shall include a detailed representation of proposed Kiosk designs, including multiple graphic renderings of the Kiosks, and renderings of the proposed design(s) within the right-of-way. Respondents are encouraged to submit multiple designs for consideration by the Partnership. In addition, respondents shall present a clear written description of proposed Kiosks to include the following:

- a) Graphic design of Kiosks, including proposed customization for Downtown. List, at a minimum, the following specifications:
 - Proposed size of Kiosk
 - Proposed LCD touch monitor size
 - Software and User Interface
 - Content Management System
 - Display resolution
 - Processor, hard drive, and operating system
 - Audio capabilities
 - Power requirements
 - Wi-Fi feature
 - Cellular service integration

- Cameras
 - Emergency calling
 - Language selection
 - ADA and other accessibility features
- b) How proposed equipment meets or exceeds all applicable building code requirements, capability to resist graffiti, other vandalism and weather, including ability to operate at high heat and humidity.
 - c) A detailed description of platform interface, user experience and key benefits to the City. Include, as applicable, if proposed Kiosks are capable of handling and accepting documents, web links, maps, images, and other outside content. Provide a list of the standard formats that support development of this content.
 - d) A technology roadmap.

2.11 Work Plan

This section shall include a thoughtfully-conceived work plan to include:

- a) A detailed plan on how the Partnership could provide and manage Kiosk content at no cost to the Partnership or the City, or if applicable, the cost to the Partnership or the City for such provision of content.
- b) Recommended number of kiosks and rationale.
- c) A proposed strategy for working with the Partnership and the City to identify preferred locations for the deployment of Kiosks including siting criteria.
- d) Detailed project schedule and proposed deliverables. Please list any proposed phasing of kiosk installation.
- e) A listing of features and services proposed to be provided to benefit the community at no cost to the Partnership or the City.

2.12 Safety and Security

This section shall include an overview of Respondent's information security practices to protect Kiosk data and limit access to content and configuration to authorized parties only. List any certifications or standards followed. Disclose any previous breaches or other security incidents and any corrective action taken. Provide an overview of Kiosk uptime standards and measures taken to ensure continuous operation. Include monitoring and issue-response capabilities, as well as proof of Underwriters Laboratories (UL) approval for outdoor use.

2.13 Insurance

This section shall include proof of insurance as required in Appendix B – Insurance Requirements.

2.14 Proposed Contract Terms

This section shall outline the respondent's proposed contract terms, including, but not limited to, term of contract, maintenance obligations, digital content, technology specifications, capital investment, shared revenue and costs, ownership of technology, and limitations of liability.

2.15 Financial Expectations

This section shall include the respondent's proposed share of cost allocated to the Partnership, and percentage share of gross revenue paid to the Partnership, along with a proforma of expected annual income or expense to the Partnership over the term proposed by respondent.

2.16 Additional Required Documents

This section shall include the following required documents (that must be filled out and returned with the proposal) that are not requested in other sections of the submittal ("Additional Required Documents"):

- Appendix C – Equal Opportunity Agreement (to be completed by the prime only)
- Attachment D – Disclosure Statement (to be completed by the prime and all subconsultants, if any)

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Criteria

Respondents shall carefully review Appendix E – Selection Criteria.

3.2 Submittal Selection Process

A Selection Committee will review the submittals and "shortlist" the most qualified respondents utilizing the Selection Criteria (and reference checks, if reference checks are determined to be necessary by the Selection Committee). Then, the Selection Committee will hold interviews with the shortlisted respondents. When interviews are held, it is mandatory that the designated lead contact who will oversee the project attend the interview. Shortlisted respondents will be given at least five working days to prepare for the interview. In order to assess actual functionality and user experience, shortlisted respondents will be required to present live demonstrations with their kiosk solution, as detailed in Appendix F – Presentation and Live Demonstration. Based on these evaluations the Selection Committee will make a recommendation to the Partnership President & CEO and/or Board of Directors for a final decision. The Partnership reserves the right not to conduct reference checks.

3.3 Submittal Schedule

The solicitation, submittal intake, evaluation, and final selection will conform to the following schedule. Note: Dates are subject to change. It is the prospective respondents' responsibility to check the Partnership website for any addenda or changes to the schedule. www.downtownsandiego.org

RFP Distribution:	July 20, 2018
Deadline for Submittal of Questions:	August 3, 2018
Proposal Submittal Deadline:	August 10, 2018 (5 hard copies, 1 electronic copy)
Shortlist Interviews/Demonstrations:	August 24, 2018
Final Selection/Notifications:	August 31, 2018

3.4 Submittal Format and Partnership contact

SUBMITTAL FORMAT

Submissions shall not exceed a total of thirty (30) double-sided pages using a minimum type/font size of 11. Tabs used as dividers between sections do not count toward the page limit. Moreover, the "Additional Required Documents" listed in Section 2.16 of the solicitation do not count toward the page limit. The respondent shall submit one (1) electronic copy of the proposal on a flash drive in a searchable format such as Microsoft Word or PDF and one (1) original proposal signed in ink by a company official authorized to make a legal and binding offer, plus four (4) copies of your proposal in a sealed box or opaque envelope plainly marked with:

REQUEST FOR PROPOSALS: INTERACTIVE DIGITAL INFORMATION KIOSKS

Attention: Alicia Kostick
Downtown San Diego Partnership
401 B Street, Suite 100
San Diego, CA 92101
[Name of Company Submitting Proposal]

PARTNERSHIP CONTACT

Interested parties should direct inquiries and submit RFP responses (marked as directed) to:

Alicia Kostick
Downtown San Diego Partnership
401 B Street, Suite 100
San Diego, CA 92101
619.234.0201
AKostick@downtownsandiego.org

Specific questions regarding the solicitation must be sent before the Deadline for Submittal of Questions via e-mail to ensure appropriate tracking and response.

The respondent understands that incomplete submittals, incorrect information, or late submittals shall be cause for disqualification. Copies received by e-mail and/or fax shall not be deemed as received.

4.0 DECLARATIONS AND ADDITIONAL INFORMATION

4.1 Partnership Rights Pertinent to this Solicitation

The Partnership reserves the right to reject all submittals for any legally permissible reason without indicating reasons for said rejection.

The Partnership reserves the right to amend this solicitation by addendum and to issue responses to questions regarding the solicitation. The Partnership is bound only by what is expressly stated in this solicitation and any authorized written addenda thereto. Addenda and responses to questions regarding the solicitation will be posted on the Partnership's website for this RFP at www.downtownsandiego.org. It shall be the Contractor's responsibility to check the website up to the final submittal date daily for any possible addenda and responses to questions regarding the solicitation.

The Partnership accepts no financial responsibility for any costs incurred by the respondent. All submittals become the property of the Partnership and may be used in any way deemed appropriate. Submittals will be considered valid for 120 days after submittal deadline.

4.2 Withdrawal of Solicitation

The Partnership reserves the right to withdraw this solicitation at any time without prior notice and makes no representation that any agreement will be awarded to any respondent. Additionally, the Partnership expressly reserves the right to postpone opening responses to this solicitation for its own convenience, and/or to waive any informality or irregularity in the responses received.

4.3 Contact with Partnership Personnel

Questions regarding this solicitation shall be directed only to:

Alicia Kostick
Downtown San Diego Partnership
401 B Street, Suite 100
San Diego, CA 92101
619.234.0201
AKostick@downtownsandiego.org

4.4 Formal Approval of Contract

The respondent understands that issuance of this solicitation does not commit the Partnership to award a contract, to pay any costs incurred in the preparation of a response to this solicitation, or to procure a contract for services. The respondent should note that the execution of any contract pursuant to this solicitation is dependent upon the approval of the Partnership President & CEO and/or the Partnership Board of Directors, as may be required.

4.5 Independent Contractor Status

The respondent agrees, if selected, that he or she shall perform the services as independent contractor(s) and not employee(s) of the Partnership or the City. Neither the Partnership nor the City will be considered the employer or joint employer of, or with the officer(s), employee(s), or agent(s) of, the respondent. The respondent understands, if selected, the respondent shall have the sole responsibility for deciding the manner and means of providing the services, except as outlined in the final contract and its attachments or exhibits.

4.6 Confidential Solicitation

The Partnership will not share the details of individual responses to this solicitation with competing respondents during the selection process.

4.7 News Releases

The respondent agrees that, if selected, the Partnership will review and approve all news releases pertaining to this solicitation and/or subsequent agreement(s). All news releases will be submitted in writing to the designated Partnership staff contact. The Partnership staff contact will review and submit the news release to the Partnership's Director of Communications or other appropriate personnel for final review and approval in a timely manner.

4.8 Indemnification

The respondent agrees, if selected, to indemnify and hold harmless the Partnership, the City of San Diego, and all officers and employees of each entity from any and all liability, claims, costs (including reasonable attorneys' fees), demands, damages, expenses, and causes of action arising from and associated with the response to, or contract resulting from, this solicitation.

4.9 Examination of Solicitation

The respondent understands that the information provided herein is intended solely to assist the respondent in submittal preparation. To the best of the Partnership's knowledge, the information provided is accurate. However, the Partnership does not

warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this solicitation. Further, by submitting a response to this solicitation, the respondent represents that he or she has thoroughly examined and become familiar with the work required in the solicitation and is capable of performing quality work, and of achieving the objectives of the Partnership as outlined in this solicitation.

4.10 Equal Opportunity Program

The Partnership is strongly committed to equal opportunity in solicitation of services. All eligible service providers including individuals, contractors, vendors, consultants, grantees, lessees, and banks, shall comply with the specified Equal Opportunity policies and programs.

See also Appendix C – Equal Opportunity Agreement

4.11 Nondiscrimination Policy

The respondent shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, or suppliers. The respondent shall provide equal opportunity for subcontracts to participate in subcontracting opportunities. The respondent understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

4.12 Local Business and Employment

The respondent acknowledges that the Partnership seeks to promote employment and business opportunities for local residents and firms on all Partnership contracts. The respondent shall, to the extent legally possible, solicit applications for employment and proposals for subcontracts for work associated with this document from local residents and firms as opportunities occur. The respondent agrees to hire qualified local residents and firms whenever feasible.

5.0 APPENDICES

Appendix A – Scope of Services

Appendix B – Insurance Requirements

Appendix C – Equal Opportunity Agreement

Appendix D – Disclosure Statement

APPENDIX D.1 – DISCLOSURE STATEMENT DEFINITIONS

Appendix E – Selection Criteria

APPENDIX A – SCOPE OF SERVICES

A.1 GENERAL SCOPE

The Downtown San Diego Partnership (the Partnership) is seeking proposals from qualified firm(s) for the design, fabrication, installation and operation of Interactive Digital Information Kiosks (Kiosks) in Downtown San Diego (Downtown). The Kiosks will be primarily located on sidewalks and other public areas as ultimately approved by the City of San Diego (City), and will at a minimum, serve the following public purposes:

- a) Wayfinding – provide information about and directions to civic and cultural institutions, transit amenities, restaurants, retail and other businesses.
- b) Transit information – provide information on transit routes and schedule options, as well as provide a connection to, and information about, Free Ride Everywhere Downtown (FRED) or other ride share/mode share forms of transportation.
- c) Public information and emergency messaging – serve as a central dissemination point for information.
- d) Vibrancy and visual interest of streets – promote placemaking in Downtown through promotion of Partnership programming, and other public events and programming.
- e) Retail and entertainment environment – create a supportive environment for retail and entertainment furthering the vibrancy and economic development of Downtown.
- f) Visitor experience and perception – Enhance the visitor experience and perception of Downtown.
- g) Accessibility, usability and inclusion – create a welcoming and inclusive technology experience for the Downtown community, including residents, workers and visitors.
- h) Smart city infrastructure – augment the City’s smart city infrastructure by collecting and sharing useful data and allowing access to infrastructure for public and private partners.
- i) Data and analytics – provide data and analytics on user activity affording the Partnership with insight into user sentiment and preferences.
- j) Security and safety – provide security-focused video and other surveillance.
- k) Beautify streetscape – enhance the aesthetics of the Downtown streetscape and promote, enhance and disseminate the Downtown brand through customization of kiosk design.

This list shall serve as a starting point for discussions and shall not constitute a comprehensive list of all desired system functionality.

The Partnership desires to enter into an agreement (Contract) with the selected respondent for the planning, implementation, operation and maintenance of the Kiosks. Respondent shall provide proposed contract terms as required in RFP section 2.14.

A.2 BACKGROUND

Downtown's residential population is expected triple and its workforce population is expected to double by the time it is fully built out, as called for in the Downtown Community Plan. San Diego is expected to add one million residents by 2050. This scale of growth offers substantial opportunity for our Downtown community, while also challenging our infrastructure, environment, and quality of life.

The Partnership is committed to embracing and addressing these challenges through the thoughtful adoption of strategies and technology that will allow us to harness the energy and vibrancy associated with growth, while limiting the detriments that come with it. San Diego has become known as one of the smartest cities in the world, and by embracing smart technology, we can continue to advance our standing as a world class and inclusive city.

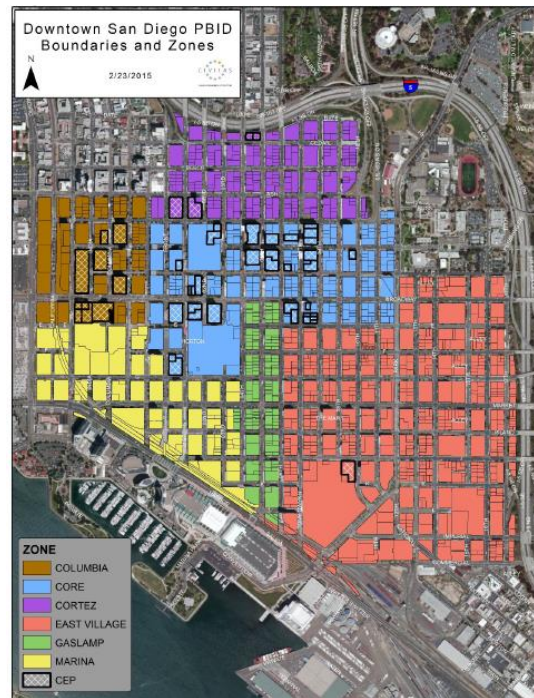
Advances in technology and the harnessing of data can help us to build a better city by creating new systems for how we interact with our environment and each other. Interactive Digital Information Kiosks offer an opportunity to further promote collaboration and communication within our Downtown, and utilize technology to improve and enhance the experience of our residents, workers and visitors.

A.3 LOCATION

The Partnership wishes to implement the Kiosks within the boundaries of the Downtown Community Planning Area generally, identified in Figure A.1 below, and within the Downtown San Diego Property and Business Improvement District (PBID) boundaries specifically, identified in Figure A.2 below.

Figure A.1 - Downtown Community Planning Area

Figure A.2 Clean & Safe Boundaries



A.4 REVENUE MODEL

Respondents shall include in their proposals, a detailed plan (including charts, spreadsheets and/or forms) for how costs and revenues are proposed to be shared by the Partnership, including any ongoing minimum guaranteed payment to the Partnership upon completion of the system.

A.5 ADVERTISING

To offset the capital and ongoing costs associated with the system, and to provide a source of revenue to the Partnership, it is anticipated that the selected contractor may sell advertising on the Kiosks. As part of its proposal, respondent shall propose by percentage, the amount of advertising space and time that shall be reserved for the use of the Partnership or its public and private partners. All advertising shall comply with the appropriate advertising rules and guidelines as determined by the Partnership and, as necessary and required, by the City.

All advertising accepted for placement will comply with all applicable Federal, State, and local laws, rules, and regulations. The Partnership will retain the right and ability to identify the quantity and location of any proposed advertising program. The Partnership and if deemed necessary, the City, reserve the right to approve or disapprove of any advertising and can request that it be removed at any time.

The Partnership reserves the right to market and promote its own image and services, as well as the Downtown brand, including co-promotions with for-profit and other non-profit entities.

Use of the Partnership's name, logo, slogans, or other graphic representations is subject to advance approval by the Partnership.

A.6 EQUIPMENT

Installation

While the Contractor shall be responsible for all costs associated with the installation of the equipment, the Partnership shall assist in the coordination of necessary permits or approvals.

Equipment and Software Maintenance

The Contractor shall be responsible for all equipment and operating software maintenance and support during the term of the Contract, as well as for updates to the equipment or operating software necessary to maintain the system in a functional, enjoyable and non-obsolete condition.

Kiosk Design

The Partnership shall have authority over the ultimate aesthetic and functional design of the Kiosks and will work collaboratively with Contractor to achieve the best possible design for the Downtown community. Respondents shall provide a detailed representation of proposed Kiosk designs, including multiple graphic renderings of the Kiosks, and renderings of the proposed design(s) within the right-of-way. Companies are encouraged to submit multiple designs for consideration by the Partnership.

A.7 REPORTING REQUIREMENTS

Respondents shall provide a plan for making reports and data collected by the system available to the Partnership, the City, and any public or private partners, as necessary to show usage statistics and other information of use and relevance to the Partnership, City or partners. Responses shall detail types of data and reporting available, and the ability for respondent to customize reporting and data usage in the future, as deemed valuable to the Partnership, City or partners.

A.8 RESPONDENT MINIMUM REQUIREMENTS

Respondents that have attained the following minimum requirements are preferred and will be prioritized in the evaluation process.

- a) Respondent has deployed an interactive kiosk system in a minimum of one other city where the system has been operational in similar conditions to those

contemplated in this RFP for a minimum of one year. The Selection Committee must be able to validate information provided by respondent through references and/or personal experience with respondent's system in another city.

- b) Respondent has an established history as a media company, including an in-house sales team with proven ability to generate revenues to support investment, operation and revenue sharing with the Partnership.
- c) Respondent has an in-house team of software engineers and developers dedicated to platform innovations, to enable nimble adaptations and large-scale software overhauls at a minimal cost of time and disruption.
- d) Respondent has a dedicated client management team, in-house creative resources, and a content management system that streamlines collaboration with the Partnership.

APPENDIX B – INSURANCE REQUIREMENTS

Prior to the commencement date, Contractor shall furnish the Partnership with a certificate(s) of insurance and the endorsements specified below, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. Contractor agrees to provide to the City and its respective elected officials, officers, employees, agents and representatives the same protection as afforded to the Partnership.

- 1) Commercial General Liability. Commercial General Liability (CGL) insurance written on a current version of the ISO Occurrence form CG 00 01 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury, advertising injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 2) Commercial Automobile Liability. For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile insurance written on a current version of the ISO form CA 00 01 or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. The insurance certificate shall reflect coverage for any automobile (any auto).
- 3) Workers' Compensation. For all of Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employer's liability coverage, and Contractor shall provide an endorsement that the insurer waives the right of subrogation against the Partnership and the City and its respective elected officials, officers, employees, agents, and representatives.
 - a. Deductibles. All deductibles or retentions on any policy shall be the sole responsibility of Contractor and shall be disclosed to the Partnership at the time the evidence of insurance is provided.
 - b. Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Agreement, shall only be carried by insurance companies with a current rating of at least "A-, VI" by A.M. Best

Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the Partnership. The Partnership will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

- c. Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the Partnership before any performance is initiated under this Agreement.

- i. Commercial General Liability Insurance Endorsements.

Additional Insured. To the fullest extent allowed by law, including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an additional insured using current versions of ISO additional insured endorsements CG 20 10 and CG 20 37 (completed operations) or their equivalents, the Partnership and the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

Primary and Non-contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the Partnership and the City, its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured.

Severability of Interest. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

- ii. Automobile Liability Insurance Endorsements

Additional Insured. To the fullest extent allowed by law, including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an Insured the Partnership and the City and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor. The Partnership and the City is an additional named insured and insurer waives the right of subrogation against the Partnership and the City and its respective elected officials, officers, employees, agents and representatives. Primary and Non-contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Automobile Liability policy or policies is primary to any insurance or self- insurance of the Partnership and the City, its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured.

Severability of Interest. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

iii. Worker's Compensation Insurance Endorsements.

Waiver of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the Partnership and the City, its elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the Partnership and the City.

- d. Reservation of Rights. The Partnership and the City reserves the right, from time to time, to review Contractor's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to the Partnership and the City.
- e. Additional Insurance. Contractor may obtain additional insurance not required by this Agreement.

- f. Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

APPENDIX C – EQUAL OPPORTUNITY AGREEMENT

NONDISCRIMINATION CLAUSE: Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall ensure that its subcontractors comply with the City's Equal Employment Opportunity Program.

EQUAL OPPORTUNITY CONTRACTING: Contractor has read, understands and agrees to adhere to the Equal Opportunity Contracting specifications described in section 2.7.1 of this proposal package.

Contractor agrees to insert equal opportunity compliance language into all subcontracts for any work covered by this Agreement and such provisions will be binding upon each subcontractor.

Company Name: _____

Date: _____

Authorized Signature: _____

Print Authorized Signature Name: _____

APPENDIX D – DISCLOSURE STATEMENT

See Page D.1 for definitions of “Person” and “Financial Interest.”

The following information must be disclosed:

1. List the names of all persons having a financial interest in the Contractor's business.

2. If any person identified pursuant to (1) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

3. If any person identified pursuant to (1) above is a nonprofit organization or a trust, list the names of any person serving as a member on the board of directors of the nonprofit organization or as trustee or beneficiary or trustor of the trust.

4. Have you had more than \$500 worth of business transacted with any member of the Partnership or City Councilmembers within the past twelve months?

Yes _____ No _____ If yes, please indicate person(s)

5. List the address of any property owned by the Contractor's firm or principals identified in (2) that is located within the boundaries of Downtown San Diego.

Authorized Signature of Contractor:

Date:

Print or Type Name of Firm:

APPENDIX D.1 – DISCLOSURE STATEMENT DEFINITIONS

“Person” is defined as:

Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, this and any other group or combination acting as a unit.

“Financial Interest” is defined as:

Any interest as a result of which the owner currently receives or is entitled to receive in the future more than \$5,000 per year; Any interest with a cost or present value of \$5,000 or more; or Any interest representing more than 10% of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust, or any legal entity organization for profit; provided, however, financial interest shall not include:

1. Any interest of the spouse of an official or employee which interest is related to the spouse’s independent occupation, profession or employment;
2. Any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended;
3. The authorized compensation paid to a public official or public employee for his office or employment;
4. Any economic benefit provided equally to all residents of the City of San Diego;
5. A time or demand deposit in a financial institution;
6. An endowment or insurance policy or annuity contract purchased from an insurance company.

APPENDIX E – SELECTION CRITERIA

Proposals will be evaluated based on the Respondent's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is necessary for the Respondent to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Scope of Services and requested herein. Failure of any Respondent to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be evaluated to determine the most comprehensive, competitive and valuable solution for the Partnership, the City, and the Downtown community based on, but not limited to, the following 10 criteria. The Partnership reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following:

- 1) Submittal Documents
- 2) Understanding and Methodology
- 3) Work Experience and Project References
- 4) Project Personnel Qualifications, Experience and References
- 5) Project Approach and Proposed Solution
- 6) Technology, Interface and Design
- 7) Financial Qualifications
- 8) Business Model and Revenue Generation
- 9) Equal Opportunity Contracting
- 10) Understanding of Downtown Community

E.1 SUBMITTAL DOCUMENTS

Is the submittal complete and well composed? Does the submittal mirror the requirements outlined the solicitation, including conformance with tabulation and categorical organization, clarity of writing, and cohesiveness of narrative, tables and images?

E.2 UNDERSTANDING AND METHODOLOGY

Does the submittal demonstrate that the respondent understands the Scope of Services, proposes an exceptional methodology that will lead to success, and is able to

demonstrate how said methodology has been successful in respondent's past experience?

E.3 WORK EXPERIENCE AND PROJECT REFERENCES

Does the submittal include samples of work that specifically illustrate an understanding of the proposed work as well as a demonstrably successful product? Do project references confirm assertions made in the response and subsequently made verbally during the interview?

E.4 PROJECT PERSONNEL QUALIFICATIONS, EXPERIENCE AND REFERENCES

Do proposed project personnel meet all specified criteria set out in the solicitation? Is the level of experience commensurate with the complexity of the Scope of Services? If the Partnership elects to perform reference checks, do personnel references confirm assertions made in the response and subsequently made verbally during the interview?

E.5 PROJECT APPROACH AND PROPOSED SOLUTION

Does the proposed solution achieve all needs outlined in the solicitation? Is it the best proposed solution to achieve such needs? Is the proposed work plan clear as to how it will ensure success and limit risks to the Partnership, the City, or the Downtown community? Is the proposed design aesthetically pleasing, and does the proposed technology solution achieve the needs outlined in the solicitation?

E.6 TECHNOLOGY, INTERFACE AND DESIGN

Is the proposed technology and interface state-of-the art? Does the Respondent have the technological expertise to ensure performance of the Contract? Is the proposed platform flexible enough to ensure the ability to incorporate future innovation and to avoid the risk of obsolescence? Is the proposed technological solution adaptable to achieve the Partnership and the City's needs? Is the proposed design aesthetically pleasing, and will it achieve the goal of beautifying the streetscape? Is the design minimally obtrusive in the public right-of-way? Does the hardware design artfully incorporate the Downtown brand? Is the system designed in such a way that maximizes the system-wide functionality while minimizing the risk of security or safety concerns?

E.7 FINANCIAL QUALIFICATIONS

Are the financial qualifications of the Respondent sufficient to ensure success? Is the Respondent in a financially strong position, and capable of meeting the long-term financial expectations of the Contract?

E.8 BUSINESS MODEL AND REVENUE GENERATION

As compared to all other responses, are the Respondent's proposed cost and revenue share competitive? Is the proforma based on realistic projections? Is the proposed business model feasible and realistic? Does the Respondent propose the most financially-beneficial solution for the Partnership?

E.9 EQUAL OPPORTUNITY CONTRACTING

Is the Respondent a certified MBE, WBE, DBE, DVBE, or SBE? Does the Respondent provide a good strategy for achieving the goals of Equal Opportunity Contracting? Does the Proposal include any qualifying subcontractors, or does Respondent indicate an intention to prioritize qualifying subcontractors in its execution of the Contract?

E.10 UNDERSTANDING OF DOWNTOWN COMMUNITY

Does the Respondent illustrate a strong comprehension of Downtown businesses, residents, workers, and visitors and their needs?

APPENDIX F– PRESENTATION AND LIVE DEMONSTRATION

Shortlisted Respondents will be invited to interview with the Selection Committee. The interview will cover many elements of the RFP in detail, as well as provide the Selection Committee with an opportunity to receive clarifications or additional information deemed necessary to make a selection. The interview will also be used as an opportunity to evaluate the proposed team for knowledge, accuracy, and ability to work well with the Partnership. During the interview, Respondents will be required to present a live demonstration of the proposed Kiosk solution. Teams will have one hour to present to the Selection Committee. Presentations should cover the following:

- a) Company Experience & Qualifications (specific to the Scope of Services)
- b) Media Sales Approach
- c) Team Structure
- d) Innovation Approach and Technology Roadmap
- e) Hardware and Software Flexibility and Customization Options
- f) General Q & A

During the live demonstration, teams should be prepared to address the following use cases:

Use Case 1: I am at the Pendry Hotel and just finished a long day of meetings. I'm vegan and ready for dinner. How would the kiosk help me to find a vegan restaurant that's close to my hotel and still open? I'd also like to check out their website and get walking directions to take with me.

Use Case 2: I am at the US Grant Hotel and need to get to Petco Park for the Padres game. I know FRED goes there but I am not sure how to get one. How can I use the kiosk to figure out FRED availability and how to use it?

Use Case 3: I rented a Discover bike and went to return it, but the rack is full. How can I use the kiosk to find the closest available rack with space?

Use Case 4: I am an unemployed woman and recently homeless. I'm unsure where to turn. Can I use the kiosk to find resources that will help me?

Use Case 5: A tree branch came down in last night's storm and is blocking the sidewalk. How can I use the kiosk to report this incident to the City and provide details on the issue and location?

Use Case 6: Several people are fighting outside of the Topsy Crow. One of them is bleeding and needs emergency services immediately. How can the kiosk help me to reach a 911 dispatcher? In addition, is there a video surveillance camera that may be able to give local authorities assistance should follow up be needed?

Use Case 7: There is significant development and construction occurring at Broadway and Pacific Highway. How can the three adjacent kiosks be used to inform pedestrians and vehicles of the road closure? Demonstrate how the City can use the CMS to configure a group of kiosks to display this information.

Use Case 8: The Partnership would like to set up a full schedule of promotional ads and event listings to cover all of the Downtown summer events and programming, including different ads that run during the daytime and evening. How can we set this up without a lot of ongoing manual input?

Use Case 9: Community leaders in the Columbia District and the Gaslamp Quarter would like the kiosks to be set up with different content and a different color scheme for the user interface in order to capture the character of their specific neighborhoods. How can different managers conveniently and easily manage the content of their kiosks without affecting each other?