

# CITY OF SANTA MONICA



## ON-CALL REGULATORY AND TREATMENT OPTIMIZATION SUPPORT FOR WATER RESOURCES

Water Resources

RELEASE DATE: June 17, 2026

DEADLINE FOR QUESTIONS: July 6, 2026

RESPONSE DEADLINE: July 20, 2026, 3:00 pm

APPROVED FOR ADVERTISEMENT

# **City of Santa Monica**

## ***On-Call Regulatory and Treatment Optimization Support for Water Resources***

### **Table of Contents**

- 1. Introduction**
- 2. Term**
- 3. Scope of Work**
- 4. Questions and Answers**
- 5. Vendor Questionnaire**
- 6. Evaluation Criteria**
- 7. Award Process**
- 8. Terms & Conditions**

#### **Attachments:**

- A - Proposer Checklist
- B - PSA Template
- C - PSA Insurance Template With Professional Liability
- D - 2018 Sustainable Water Master Plan Update
- E - 2024 Domestic Water Master Plan
- F - 2024 Recycled Water Master Plan
- G - 2024 Water Conservation Master Plan

# 1 Introduction

## 1.1 Summary

The City of Santa Monica, (the “City”) is seeking qualified professional environmental and engineering consulting persons or firms to provide regulatory and treatment optimization to support the City’s Water Resources Division.

## 1.2 Background

The Water Resources Division provides drinking water, wastewater collection, and recycled water services to residents, commercial, and other users within the City boundaries. The City currently services approximately 18,000 metered customers with a current average annual water demand of approximately 11,600 acre-feet per year (AFY). As the City is near completion of various projects outlined in its 2018 Sustainable Water Master Plan, the City will be able to source approximately 85% of its total water supply from local water resources. Key facilities and infrastructure in delivering the City’s local water supply include: 3 well fields with 11 production wells total, a 5 million gallons per day (mgd) Charnock Treatment Plant, a new 3 mgd Olympic Well Field Advanced Water Treatment Facility, a centralized 13 mgd Arcadia Water Treatment Plant (brackish groundwater desalination facility), 3 booster pump stations, 4 drinking water storage reservoirs that total 40 million gallons, a 1 mgd potable reuse facility (Sustainable Water Infrastructure Project), 2 stormwater harvesting tanks (total capacity of 3.1 million gallons), a 0.5 mgd stormwater/urban runoff recycling facility, and 0.3 mgd injection well. The Water Resources Division also operates the City’s wastewater infrastructure, which includes the 25 mgd Moss Avenue Pump Station.

A critical part of the City’s goal to reduce its reliance on imported water supplies is maintaining a sustainable, local groundwater supply that includes implementing sustainable management practices and projects outlined in the Santa Monica Basin Groundwater Sustainability Plan as well as restoring water quality in the local groundwater aquifer that have been impaired by industrial contamination. Historical industrial activities have contaminated the City’s Charnock Well Field and Olympic Well Field where restoration efforts are currently underway to pump and remove these industrial contaminants. The City has identified the Coastal Subbasin as a water supply reliability reserve and is currently investigating the impact of historical site use over the Coastal Subbasin and its impact on groundwater quality for drinking water use.

The following attachments provide the roadmap to the City’s sustainability and infrastructure plans and are to be used as reference: Attachment D – 2018 Sustainable Water Master Plan Update, Attachment E - 2024 Domestic Water Master Plan, Attachment F - 2024 Recycled Water Master Plan, and Attachment G - 2024 Water Conservation Master Plan.



### 1.3 Contact Information

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

**Tina Saloutos**

Principal Buyer  
1685 Main St  
Santa Monica, CA 90401  
Email: [tina.saloutos@santamonica.gov](mailto:tina.saloutos@santamonica.gov)  
Phone: [\(310\) 458-8281](tel:(310)458-8281)

**Department:**

Water Resources

**Department Head:**

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### 1.4 Timeline

Proposal Calendar

The following is a list of key dates:

<b>Release Project Date</b>	June 17, 2026
<b>Question Submission Deadline</b>	July 6, 2026, 3:00pm
<b>Question Response Deadline</b>	July 13, 2026, 3:00pm
<b>Proposal Submission Deadline</b>	July 20, 2026, 3:00pm

## 2 Term

The City is inviting proposals from qualified persons or firms for a firm-fixed contract for a term of five (5) years.

## 3 Scope of Work

### 3.1 Scope of Work

The selected firms would be expected to provide the desired services listed below:



- A. Water quality assessment and studies to maintain high-quality drinking water for the City
- B. Regulatory support for the City's drinking water, water recycling, groundwater recharge, and stormwater/urban runoff operations. These efforts may include compliance with:
  - 1. Division of Drinking Water's 97-005 Policy Memo,
  - 2. Waste discharge requirements for non-potable reuse,
  - 3. Title 22 groundwater replenishment reuse project,
  - 4. Other federal, state, and local regulations and policies related to the City's groundwater well fields, treatment facilities, and distribution and collection systems
- C. Provide regulatory input on direct potable reuse permitting requirements, roadmap to obtain permit, and feasibility analysis for the City
- D. Review and analyze treatment facility performance data to provide recommendations on efficiency improvements
- E. Pilot or demonstration testing of technologies or process to enhance water treatment and production efficiency
- F. Feasibility studies, treatment process evaluation, and other technical analysis as necessary

Where required, work shall be stamped by a licensed professional engineer or licensed geologist in the State of California.

### **3.2 Minimum Qualifications**

- A. Valid Engineering License in State of California
- B. Valid Geological License in State of California
- C. Minimum of five (5) years of technical services to water utilities in Southern California

## **4 Questions and Answers**

### Vendor Queries Due

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

One question per submittal. (This does not mean one question per vendor.) Submittals containing multiple questions will not be answered.



## 5 Vendor Questionnaire

### 5.1 Proposal

#### 5.1.1 Letter of Transmittal\*

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

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

\*Response required

#### 5.1.2 Qualifications\*

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

\*Response required

#### 5.1.3 Key Personnel\*

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

\*Response required

#### 5.1.4 References\*

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

\*Response required

#### 5.1.5 Project Work Plan\*

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



\*Response required

### **5.1.6 Cost Proposal\***

Provide a proposed total fee outlining and identifying the hourly fee schedule for all personnel to be involved in the project. Additionally, if applicable, a schedule of reimbursable expenses should be included.

\*Response required

## **5.2 Other Required Responses**

### **5.2.1 Business License Requirements**

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

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

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

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

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

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

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

#### **ADDITIONAL REQUIREMENTS:**

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

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

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

All responses to this Request for Proposal (RFP) accepted by the City of Santa Monica (City) shall become the exclusive property of the City. All proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a contractor desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations)



shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act, or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Please confirm

\*Response required

### **5.2.3 Oaks Initiative\***

#### **CITY OF SANTA MONICA OAKS INITIATIVE NOTICE**

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

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

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

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

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

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

\*Response required



### **5.2.4 Living Wage Ordinance Certification\***

#### **CITY OF SANTA MONICA LIVING WAGE ORDINANCE**

Certification for Providers of Services to the City of Santa Monica

(Fiscal Year 25/26 – September 8, 2025 through June 30, 2026)

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

The City of Santa Monica Municipal Code Chapter 4.65, Living Wage Ordinance (LWO), establishes a Minimum Wage of \$22.50 for certain employees of contractors providing services to the City where services exceed \$54,200 or more and requires that contractors also provide the same health care and other benefits to employees' same sex spouses and domestic partners as are provided to other employees' spouses.

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

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

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

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

Please direct any questions to:

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

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

- [FY25-26 Living Wage Certifi...](#)

\*Response required

### **5.2.5 Certificate of Compliance\***

Please upload your completed Certificate of Compliance document here.

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

\*Response required



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

Please download the below documents, complete, and upload.

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

\*Response required

### 5.2.7 Levine Act Disclosure Form\*

Please download the below documents, complete, and upload.

- [Levine Act Disclosure Form.pdf](#)
- [Disclosure Form cover memo.pdf](#)

\*Response required

## 5.3 Licensing

### 5.3.1 Engineering License from the State of California\*

Please upload a copy of the Valid Engineering License from the State of California

\*Response required

### 5.3.2 Geological License from the State of California\*

Please upload a copy of the Valid Geologic License from the State of California

\*Response required

## 6 Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Experience / Technical Competence</b> Up to 50 points may be awarded based on the evaluation of the proposer's knowledge and prior experience.	Points Based	50 <i>(50% of Total)</i>
2.	<b>References</b> Up to 15 points may be awarded based on the Consultant's work experience for similar engagements.	Points Based	15 <i>(15% of Total)</i>
3.	<b>Cost</b> Up to 10 points that may be awarded based on the proposal's cost competitiveness.	Points Based	10 <i>(10% of Total)</i>
4.	<b>Ability to Meet Work Plan</b> Up to 25 points may be awarded based on the evaluation of contractor's ability to perform the work.	Points Based	25 <i>(25% of Total)</i>



## **7 Award Process**

### **7.1 Selection**

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

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

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

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

The responsible proposer whose proposal is the most advantageous to the City, taking to consideration all the evaluation factors will be recommended for the contract award. Notwithstanding the Evaluation Team's selection, the City reserves the right to award this RFP and the resultant Contract in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion. The City is the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP.

### **7.2 Contract Award and Execution**

Selection of a proposer with whom the City enters into contract negotiations with, or a recommendation of an award by the Evaluation Committee or any other party, does not constitute an award of Contract. Once the City formally awards the contract, the successful consultant will be notified to enter into an agreement. If the selected consultant does not enter into the agreement, the City will begin negotiations with the second highest ranking proposing consultant. The City reserves the right to award a contract to one or more qualified vendors under this Request for Proposal (RFP).



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

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

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

## **8 Terms & Conditions**

### **8.1 Best Qualified Person Or Firm**

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

- A. The training, credentials and experience of the person or firm;
- B. The demonstrated competence, ability, capacity and skill of the person or firm to perform the contract or provide the services;
- C. The capacity of the person or firm to perform the contract or provide the service promptly, within the time specified, and without delay;
- D. The sufficiency of the person's or firm's financial and other resources;
- E. The character, integrity, reputation and judgment of the person or firm;
- F. The ability of the person or firm to provide such future service as may be needed;
- G. The price which the person or firm proposes to charge, including whether the price is fair, reasonable and competitive; and
- H. Any other factor which will further the intent set forth in Section 608 of the City Charter.



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

## **8.2 Receiving Time / Late Proposals**

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

**Late proposals are not accepted.**

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

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

## **8.4 Incurring Cost**

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

## **8.5 Prime Consultant Responsibility**

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

## **8.6 Sub-consultants**

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

## **8.7 Amended Proposals**

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

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

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



## **8.9 Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for one hundred eighty (180) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer, if one is requested.

## **8.10 Best and Final Offer**

The City reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the City. Information from competing proposals will not be disclosed to other proposers prior to submission of a Best and Final Offer.

## **8.11 Living Wage Requirement**

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

## **8.12 Disclosure of Proposal Contents**

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

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

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

## **8.14 No Obligation**

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



## 8.15 Termination

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

## 8.16 Sufficient Appropriation

Any agreement awarded for multiple years as a result of this RFP may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the selected proposer. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the selected proposer as final.

## 8.17 Errors and Restrictive Specifications

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

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

## 8.18 Legal Review

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

## 8.19 Governing Law

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

## 8.20 Oral Changes and Basis for Proposal

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

## 8.21 Agreement Terms and Conditions

The agreement between the City and the selected proposer(s) will follow the format specified by the City and contain the terms and conditions set forth in Attachment B, 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 Attachment B, that proposer must propose specific alternative language in his, her, or its proposal. Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. The City may or may not accept the alternative language. General references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the City and may result in disqualification of the proposer.

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

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

## **8.23 Proposer Qualifications**

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

## **8.24 Right to Waive Minor Irregularities**

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

## **8.25 Change in Agreement or Representatives**

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

## **8.26 City Rights**

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

## **8.27 Right to Publish**

Throughout the duration of this procurement process and agreement term, potential proposers, and proposers, must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this



procurement or the subsequent agreement. Failure to adhere to this requirement may result in disqualification of the proposer or termination of the agreement.

## **8.28 Ownership of Proposals**

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

## **8.29 Agreement Award**

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

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

## **8.30 Protest Deadline**

All parties wishing to file a protest shall comply with the procedures set forth in Santa Monica Municipal Code section 2.24.110 found [here](#). Proposer may file a written protest with the Purchasing Agent no more than seven calendar days following the posting of award recommendation on the City's online vendor portal website.

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

## **8.31 Records and Audits**

The Consultant shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Agreement, including the date, time and nature of services rendered. These records shall be maintained for a period of three years from the date of the final payment under this Agreement and shall be subject to inspection by City. The City shall have the right to audit any billings or examine any records maintained pursuant to this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of City to recover excessive and/or illegal payments.

## **8.32 Enforcement of Agreement/Waiver**

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



granted the waiver. A waiver by a party of any of its rights shall not be effective to waive any other rights.

