

**REQUEST FOR PROPOSALS
FOR
TOPEKA SMART INFRASTRUCTURE: PHASE I**

Issued by:

Downtown Topeka, Inc.

Date: March 23, 2020



Proposals must be submitted

No later than 5:00 PM CDT

May 22, 2020

LATE SUBMITTALS WILL BE REJECTED

(This document contains 11 pages)

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Solicitation Overview

Downtown Topeka, Inc (DTI) is seeking proposals from qualified kiosk firms and/or teams (FIRM) to develop and implement digital signage, data collection and analysis and digital ad sales to promote the City of Topeka. The purpose of the services described in this Request for Proposals (RFP) is to increase visibility, improve economic development recruitment capacity, build excitement, and generate revenue to fund future city digitalization. After selecting a kiosk firm, DTI will negotiate a Professional Services Agreement (Contract) with the FIRM to provide services during the pre-operations phase, system launch and normal operations.

RFP Timeline

RFP Advertised	March 23, 2020
Request for Clarifications Due	April 10, 2020, 5:00 PM CDT
Response to Requests for Clarifications Posted	April 24, 2020
Proposals due	May 22, 2020, 5:00 PM CDT
Interviews (if necessary)	June 1/2, 2020
Selection	June 5, 2020
Contract Negotiations	June 8 – 19, 2020

Topeka Digitalization Background

The purpose of the Momentum 2022 Program (<https://www.gotopeka.com/momentum2022/>) is to make Topeka a better place to live, work, play and do business. Among the qualities that DTI hopes to integrate into this program is sufficient digital infrastructure to enable data collection and analysis that supports community development, digital signage that more effectively engages residents and visitors and a platform for revenue generation based on ad sales on kiosks.

The intent is to start with deployment of kiosks in the downtown area along the Kansas Ave corridor and then expand to other portions of the city. If other organizations also choose to deploy kiosks in complementary but independent projects, it is recommended that they choose systems compatible with the content management and ad revenue generation as DTI selects from this RFP.

Method of Procurement

The method of procurement for Smart Infrastructure: Phase I shall be a competitive Request for Proposals using a best value evaluation approach.

Contract Type

The contract basis with the selected FIRM will be made to the lowest responsible bidder, taking into consideration conformity with the specifications, terms of delivery and other conditions imposed in the bid event.

Request for Clarifications

Any and all inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this RFP shall be made in writing or by e-mail by 5:00 PM CST, April 10, 2020 to:
Vince Frye, President & CEO, vince.frye@topekapartnership.com

Proposers may be disqualified if any unsolicited contact related to this RFP is made with a DTI employee or representative of the City during the RFP process.

A response to all inquiries shall be prepared as one document and posted at <http://DowntownTopekaInc.com>. This response by DTI will be the only official method whereby interpretations, clarification or additional information can be given.

Submittal Information/Requirements

This RFP is issued by Downtown Topeka, Inc. Vince Frye, President & CEO is the sole point of contact for DTI during the selection process.

Your proposal is to be submitted no later than 5:00 P.M. Central Time on May 22,2020. All proposals will be reviewed by an Evaluation Committee to be established by DTI. The committee will recommend a successful proposer to the President & CEO, DTI and a contract will be executed by the parties.

Proposals shall be submitted electronically in .pdf format; respondents will receive electronic verification of receipt within 24 hours of submission.

Proposals shall be delivered to:

Vince Frye, President & CEO, vince.frye@topekapartnership.com

Contract Period

The Contract shall be for five years with the option to renew annually for up to two additional five-year periods. The Contract shall be in effect commencing on the date of award as approved by DTI.

Contract Renewal Option

- Should DTI desire to renew the contract, a written preliminary notice will be furnished to the FIRM prior to the expiration date of the Contract. (Such preliminary notice will not be deemed to commit DTI to renew.)
- Upon receipt of DTI's preliminary notice, the FIRM shall, if desired, submit a written agreement to continue contract performance for the additional period.

Scope of Services

This section describes the anticipated scope of services to be provided by the FIRM. DTI is open to modifications to the scope of services if those modifications will achieve the purpose of this RFP and maximize the use of funds available for marketing services. The scope below is provided to help guide a cost estimate for the proposal.

1. Brand Activation

- a. The FIRM will continue to build on the current brand (GO Topeka and Momentum 2022) by developing and implementing a complementary kiosk branding scheme and brand activation plan.
- b. The FIRM will develop a unique external appearance for kiosks that supports the Momentum 2022 goal with respect to attraction of younger or newer residents.
- c. The FIRM will coordinate ad sales with DTI and synchronize engagement with local firms through the partnership. DTI is available to host ad sales representatives from the FIRM in DTI offices in order to maximize the efficiency of the partnership.

2. Kiosk Deployment and Operations Support

- a. The FIRM will deploy one (1) initial kiosk at Every Plaza with up to seven (7) additional kiosks as part of an initial deployment plan. The FIRM and DTI will collectively determine the most advantageous location for additional kiosks.
- b. The FIRM will contract for kiosk installation in collaboration with DTI. Selection of a supporting installation contractor will be consistent with state and local procurement standards.
- c. The FIRM will manage maintenance operations for the life of the kiosks and will conduct life cycle replacement of equipment or software at least once / five-year period.
- d. The FIRM will manage ad sales and content rotation on the kiosks using existing software that has been validated in other communities. DTI or City will have access to the content management software and will have the capacity to override the network in order to support a community emergency response event (e.g. tornado warning).

3. Application and Data Collection Platforms

- a. Digital Application:
 - i. The FIRM will develop a digital application that enables users to have the same or similar experience on a cellular device as they have while interacting with the kiosk.
 - ii. The digital application will enable data collection by the FIRM of user identity with respect to basic demography and use patterns. No data that specifically identifies a user will be collected by either the FIRM or DTI.
- b. Data Analysis:
 - i. The FIRM will provide DTI monthly reports detailing kiosk usage patterns, kiosk performance, consistency across kiosk and digital application users, and revenue generation.
 - ii. Data derived from kiosk or application usage will be property of DTI and may be used by DTI to support continued growth of the region. The City government, state government and partnering members of DTI will have access to the data for their usage in planning and marketing strategies.

4. Digital Advertising Guidelines

- a. The FIRM will be compliant with state regulations on Topeka streets that are also Kansas numbered highways. The state DoT regulation is found at https://www.ksdot.org/Assets/wwwksdotorg/bureaus/burRow/PDF_Files/WebsiteOutdoorAdvBrochure.pdf.
- b. The City will provide permitting guidance with respect to kiosk placement on Topeka right-of-way that are not state highways.
- c. Regardless of location guidelines, advertising content shall abide by several guidelines:
 - i. No political advertising will be permitted.
 - ii. No adult entertainment venues will be allowed on DTI digital signage platforms.
 - iii. All alcohol advertising will include notifications and guidance to viewers for techniques to responsibly enjoy the product.
 - iv. No more than 50% of content on any given screen will be paid advertising.

5. Marketing/Communication Plan

- a. The FIRM will co-develop and support a ribbon cutting event when the kiosks begin operations.

- 6. Sponsorship and Advertising Revenue Assistance:** The FIRM will assist DTI to approach and maximize sponsorship and advertising revenue, which may include:
 - a. Assist with the identification of advertisements/sponsorships associated with existing city assets (i.e. parks, bus shelter sponsors, interior vehicle advertising, shelter advertising, etc.)
 - b. Assist with the solicitation and selection of an Advertising Selling Agency
 - c. Engage locally led and small businesses; this may require DTI to introduce ad sales individuals to local firms

Proposal Contents

The prospective marketing FIRM shall submit the following information. The overall page limit (excluding exhibits and appendices) shall not exceed 30 pages. These requirements must be submitted in the order listed below to simplify the review of proposals:

1. Title Page

The title page should include "Proposal for Marketing and Promotion Services for DTI Digital Infrastructure Phase I", and the name and address of the prime firm.

2. Cover Letter

The cover letter should state the FIRM'S commitment of the project manager and key personnel to this assignment. Include a summary of the key points regarding the team's qualifications and how the team will successfully carry out the marketing activities described in the scope of services. Provide a statement that your team does not present a conflict of interest to DTI on this project. Identify the individual who will be DTI's point of contact for any future correspondence in response to this RFP. Provide acknowledgement of addenda (if issued during solicitation process). The cover letter should be signed by someone with contracting authority for the proposing FIRM.

3. Firm Overview

The firm overview section should include a description of the prime firm and the firm's team members, if applicable. Firm descriptions should include company name, location and years in business along with an overview of the types of services the firm provides and the kinds of clients it serves. This section should also identify the primary office location where the work will be performed for each firm and the number of employees located in the local (Topeka area) office.

4. Project Experience

FIRM should describe their experience with other similar projects and assignments. Experience with transit/transportation and/or public entities is desired. This section should include no more than five (5) project descriptions total between all team members. Project descriptions should include:

- a. Project title and description
- b. Scope of services and role of the firm(s) involved
- c. Contracted dollar amount and contract timeframe/dates
- d. Key Personnel who worked on the project that will also be involved with this contract
- e. Client reference with contact name, e-mail and telephone number

FIRM should also provide up to three (3) work samples in an appendix.

5. Team Organization - Project Manager and Key Personnel Credentials

Describe the organizational structure of the team and project experience of the Project Manager and Key Personnel relevant to the scope of services. Proposers should include the following:

- a. Organizational chart depicting the relationships and functions of key personnel, subcontractors and staff.
- b. Key personnel and their relative experience. Include detailed resumes in an Appendix, maximum 2 pages per individual.
- c. Key subcontractors and their relevant experience. Include detailed resumes in an Appendix, maximum 2 pages per individual.
- d. Availability of project team members and resources necessary to complete the proposed scope of work.
- e. Past working relationship with key personnel and subcontractors assigned to the project.

6. Understanding and Approach

The proposer should demonstrate their understanding of the Momentum 2022 Program and identify opportunities. The proposer should also detail its approach to successfully market and promote the community in accordance with the scope of services included in this RFP. If the proposer recommends any modifications to the scope of services, those modifications should be identified separately in this approach section. Additionally, proposers should provide a conceptual framework for an ad-buying program.

7. Schedule

Due to the immediate need for services, proposers should provide a detailed schedule for pre-operation services (award - deployment of first kiosk) with special attention given to services required for a successful launch of the system. The schedule should identify marketing services during pre-operations such as first kiosk delivery, public education and awareness campaigns, and the webpage/social.

8. Cost Proposal

The cost proposal should include a detailed cost estimate as noted below:

- Pre-operations services (first 9 months)
- Installation and permitting of each kiosk
- Hardware
- Software/programming
- Maintenance: pre-purchased, annually, 5 year
- Other costs

9. Draft Contract

FIRM shall provide draft contract language for review by DTI's legal counsel. DTI reserves the right to modify contract language or provide alternate contract during negotiations.

Evaluation Criteria

The selection process will consist of a Selection Committee that will evaluate the proposals and recommend a selection to DTI based upon a "Best Value" competitive, negotiated source selection. Award of a contract, if any, will be made to the responsive and responsible proposer whose offer conforming to the solicitation is judged by an assessment of the evaluation criteria to be the most advantageous to DTI. For this solicitation, all technical evaluation criteria and costs will be considered in making the final award determination.

Technical experience and qualifications submissions will first be reviewed for responsiveness. To be responsive, submissions must contain all required forms, meet the RFP requirements, and provide the

requested information. Failure to meet the RFP requirements, or provide the requested information may cause the proposal to be deemed non-responsive.

The following information provides a description of the proposal evaluation process, including the rating scale and the selection criteria. The proposal's maximum total is 100 points. Each submittal should enable the committee to make a thorough evaluation as to whether or not the Proposer will meet DTI's requirements.

The following schedule of criteria and points scoring will be used to evaluate the proposal(s):

A. Contract Costs: (30 points):

The proposer will be evaluated on not only the overall total cost of the contract, but on their ability to provide cost-effective services to DTI.

B. Team Experience (25 points):

The proposer will be evaluated on the lead firm and team's experience with other similar projects and activities and their demonstrated ability to successfully deliver on past assignments. FIRMS with experience working for public/government agencies in the Midwest or with smaller cities is preferred.

C. Project Understanding and Marketing Approach (25 points):

The proposer will be evaluated on their approach, ideas and strategies for marketing the kiosk system during pre-operations, system launch and system operations phases. Also, the evaluation will consider how well the proposer articulates its understanding of the unique aspects of the Momentum 2022 Program. Additionally, the FIRM will be evaluated on their proposed framework for ad-buying program and recommended budget for advertisements.

D. Key Personnel Qualifications and Availability (20 points):

The proposer will be evaluated on the qualifications and expertise of the project manager and the key personnel that will be responsible for delivery of the scope of services in this RFP. Also, the proposer will be evaluated on the availability and existing commitments of the project manager and key personnel.

General Terms and Conditions

1) Prompt Payment and Return of Retainage Provisions

In order to receive payment for goods or services furnished, the vendor must submit an original invoice. Invoices must show the properly authorized purchase order number; complete descriptions of the goods or services furnished; quantity delivered; unit prices and extensions; applicable taxes; and prompt payment discount terms, if any. Upon delivery, DTI will inspect and accept the goods or services and prepare a receiving report acknowledging receipt for payment.

It is DTI's policy to pay all invoices within 60 days. If there are subcontractors, consistent with Kansas Statutes, the prime contractor must pay or assure payment of subcontractors (at every tier) for satisfactory work within 30 calendar days of each receipt of payment from DTI, or seven calendar days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later.

The prime contractor agrees further to release retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment beyond the above-referenced timeframe may occur only for good cause following written approval of the DTI.

2) E-Verify Compliance

The contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the E-Verify system established by the Department of Homeland Security. The Contractor warrants (by submitting a proposal) that it is in compliance with the Act in relation to all employees performing work in the United States and do not knowingly employ persons in violation of United States immigration laws, and: by the date of performance of services under this contract, the contractor and all subcontractors have implemented the E-Verify program for all employees who will perform work on this project. For information on E-Verify, please refer to the following website: <http://www.uscis.gov/>

3) Non-Discrimination and Equal Employment

Any contracts entered into with contractors selected under this RFP shall require the contractor to agree to not willfully refuse to employ, to discharge, or to discriminate any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; to discriminate for the same reason in regard to tenure, terms or conditions of employment not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any rule or employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status, or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status.

4) Proposal Irregularities

DTI reserves the right to accept or reject any or all proposals and to waive irregularities and technicalities which in its opinion would best serve the interests of DTI. DTI reserves the right to initiate investigations and inquires as it deems necessary to determine the ability and qualifications of any submitting firm or team to perform the work or services requested. Issuance of the RFP by DTI is not a commitment to contract for purchase.

5) Taxes

Prices shall include all applicable sales, consumer, use and similar taxes that are legally enacted at the time the price quote is provided.

6) Warranty

The Seller warrants that all goods and services furnished will conform to the terms of this order and that they will be free from latent and patent defects in materials, workmanship and free from such defects in design. DTI may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense.

7) Contract Negotiations

DTI will begin contract negotiations with the firm or team it has selected as the best firm or team for the project. Should negotiations fail to reach the contracting stage, DTI reserves the right to

terminate negotiations with this firm and may, at its discretion, begin negotiations with the second ranked firm or team. This process may continue until a contract is negotiated and signed. DTI reserves the right to award the contract to a single vendor or to multiple vendors, whichever is deemed to be in the best interests of DTI.

8) Applicable Laws

The contractor shall comply with all applicable laws and regulations during the conduct of the contract. This includes any and all requirements to conduct business in the City of Topeka and State of Kansas. By submitting this proposal, the contractor is confirming that they are in compliance with these requirements.

9) Proposal Preparation Costs

DTI shall not be liable for any costs incurred by firms/teams responding to this RFP, or any costs incurred in connection with any discussions, correspondence or negotiation sessions.

10) Indemnification and Defense of Suits

Any contract entered into with contractor selected under this RFP shall require the contractor to defend, indemnify, and hold harmless DTI, its officers, agents and employees. In case any action in court, claim, or proceeding before an administrative agency is brought against DTI or any of its officers, agents, or employees for the failure, omission, or neglect of the contractor, in whole or in part, to perform any of the covenants, acts, matters, or things by this agreement undertaken or for injury or damage caused by the negligence of the contractor, its officers, agents and employees, the contractor shall defend, indemnify, and save harmless DTI and its officers, agents, and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. Provided however, that in no event shall contractor's total liability for loss (indemnity or defense) exceed contractor's prorate share of all fault causing any injury or loss. DTI shall tender the defense of any claim or action at law or in equity to the contractor or the contractor's insurer, and upon such tender, it shall be the duty of the contractor or the contractor's insurer to defend such claim or action without cost or expense to the DTI or its officers, agents, or employees. The contractor shall be solely responsible for the conduct and performance of the services required under the professional services contract and for the results therefrom. This clause is not intended to have the contractor be responsible for the negligent errors or acts of DTI, its officers, agents and employees or anyone else of whom they are responsible. DTI reserves the right to modify this provision as necessary during contract negotiations with the selected proposer in the best interests of DTI.

11) Default

In case of default or breach by the Seller, DTI may procure the goods or services from other sources and charge the Seller as liquidated damages any excess cost or damages occasioned thereby.

12) Records, Audits and Confidentiality

Any contract entered into with contractors selected under this RFP shall require the contractor to establish and maintain an original project file incorporating all project materials for future reference by DTI. The contractor shall provide copies of all data, calculations, and reports, as may be requested by DTI staff. All materials produced under the contract are to become and/or remain the property of DTI. DTI may utilize such material in any manner or purpose, as it desires without the further permission, approval or compensation to the contractor. The contractor may not use or publish any materials produced under the contract without the written permission of the President & CEO, DTI.

The contractor shall maintain books; records, documents and other evidence directly pertinent to performance of the professional services contract in accordance with accepted applicable, professional practices. DTI, or any of its duly authorized representatives, shall have access to such books, records, documents, papers, or any records of the contractor which are directly pertinent to this agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

All data and information pertaining to this RFP shall be treated by the proposer and its agents as confidential. The proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from DTI.

All material submitted pursuant to this RFP shall become the property of DTI. Submittals shall be kept confidential and will not be released until the selection process is complete.

13) Payment and Performance Bonds

The Contractor shall secure payment and performance bonds for the full value of the contract.

14) Assignment

The Contractor shall not have the right to assign, pledge, or hypothecate its interest in the Contract.

15) Insurance

Any contract entered into with the firm selected under this RFP shall require the FIRM to carry the necessary liability insurance during the terms of this contract or any extension thereof. A Certificate of Insurance shall be provided to DTI as evidence thereof naming DTI, its officers, agents and employees as an additional insured for public liability and property damage, and providing for a thirty (30) day notice to the DTI prior to termination or cancellation of the policy. DTI reserves the right to review and approve the actual policy of insurance before it executes this agreement. The minimum limits of insurance required are as follows:

General Liability:	\$2,000,000 aggregate and \$1,000,000 per claim
Automotive Liability:	\$1,000,000
Workman's Comp:	\$500,000

16) Terms of the Contract

The terms and conditions of the Contract shall reflect the terms of this RFP, including the General Terms and Conditions. Proposals must recognize that the ultimate form of the contract will be negotiated with the successful proposer (or absent agreement, with the next successful proposer(s)), and the contract will reflect the terms and conditions of this RFP as stated herein unless otherwise waived or consented to in writing by DTI. DTI reserves the right to agree to vary such terms and conditions in the context of negotiations with a proposer toward reaching a mutually acceptable form of contract.

17) Subcontracting / Project Teams

A prime contractor that enters into a professional services contract under this RFP shall be responsible for all services performed under the contract by subcontractors. Unless identified in the response to this RFP, none of the services to be performed under professional service contracts shall be subcontracted without the prior written approval of DTI. If any services are subcontracted, the performance of such services shall be specified by the professional services contract and shall be subject to each provision contained therein.