



THIRD
STREET
PROMENADE

THIRD STREET PROMENADE DECORATIVE TREE LIGHTING Request For Proposals

Respond by November 5, 2024 To:

Jeremy Ferguson, Director of Operations
Downtown Santa Monica, Inc. (DTSM, Inc.)
jeremy@downtownsm.com
1351 Third Street Promenade, Suite 201
Santa Monica, CA 90401

Overview

Downtown Santa Monica, Inc. (DTSM, Inc.) is a private 501c (3) non-profit organization that partners with the City of Santa Monica to manage services and operations in Downtown Santa Monica while promoting economic stability, growth, and community life within this unique neighborhood.

Downtown Santa Monica, Inc. seeks proposals from qualified lighting companies to provide innovative and effective lighting solutions for the Jacaranda and Palm trees on the Third Street Promenade. The primary goals of this project are to support Crime Prevention Through Environmental Design (CPTED) principles and pedestrian-scaled lighting that fosters street activity after dark. Proposals should emphasize best practices in the use of LED and low-energy solutions, as well as explore solar lighting options where feasible.

Scope of Work

Install lighting solutions on the Jacaranda Trees and potentially the Palm Trees along the Third Street Promenade using durable, tamper-resistant lighting in the color temperature range of 2700K to 3000K. The ambiance should be warm and inviting to enhance the pedestrian experience. Proposals should prioritize energy efficiency and explore the feasibility of solar options.

Proposals may include options for uniform lighting across all trees or a variety of tasteful lighting designs, provided all options maintain a consistent color temperature between 2700K and 3000K to ensure aesthetic cohesion along the Promenade.

The proposal must encompass a two-year service and warranty agreement. Additionally, provisions should be included for one complete light removal and reinstallation to accommodate Jacaranda tree trimming in March/April 2026.

Installation Schedule

Installation may begin as early as February 1 and be phased in through July 15, 2025. Spring 2026 will require removing and reinstalling lights for Jacaranda tree trimming as needed.

Term

The term of this contract shall be for two years from the commencement date of the contract.

Site Details

Existing Infrastructure: Connections will be from overhead power drops, and efforts should be made to keep overall wattage as low as possible while still providing safety and ambiance lighting.

Access Details: Installation must occur after hours/overnight with appropriate access permits obtained through the City of Santa Monica.

The Third Street Promenade has 64 Palms and 96 Jacarandas. The Palms are similar in age and size, whereas the Jacarandas range from very mature to recently planted. Not every tree will need lighting.

Required Certifications

Vendors must have or obtain a City of Santa Monica business license.

Vendors must obtain appropriate permits, including Promenade Access Permits.

Insurance Requirements & Hold Harmless

Prior to commencing the project, the selected vendor(s) shall, at its own cost and expense, procure and maintain in full force and effect the below-listed types of insurance. All insurance must be in compliance with Downtown Santa Monica, Inc. and the City of Santa Monica standards.

- A. *Worker's Compensation and Employer's Liability Insurance* covering all agents, servants, and employees providing service to the Client under this Agreement with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- B. *Commercial General Public Liability* policy of insurance protecting Company and the Client (as an additional insured) against claims for bodily injury, personal injury, wrongful death, property damage, products, and completed operations, personal and advertising injury, and false arrest based upon, involving or arising directly or indirectly out of Company's services under this Agreement. Such insurance shall be Insurance Services Office Form CG 00 01 covering Commercial General Liability on an "occurrence basis" with limits of no less than \$8 million per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement (Insurance Services Office Form CG 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- C. *Professional Liability (Errors and Omissions)*: Insurance appropriate to the Company's profession, with limit no less than \$2,000,000 per occurrence or claim aggregate, if applicable.
- D. *Auto insurance* with limits of not less than \$2 million per occurrence for bodily injury and property damage.
- E. If Company maintains broader coverage or higher than the minimums shown above, the Client and the City of Santa Monica shall be entitled to the broader coverage or higher limits maintained by Company. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Client and the City of Santa Monica.
- F. Company shall maintain current certificates of all such insurance at all times during the term of the Agreement.

Additionally, the selected vendor must execute an indemnification and Hold Harmless Agreement containing the following provisions:

Indemnitor shall defend, indemnify and hold harmless Downtown Santa Monica, Inc. board, officers, director, staff, property owners, merchants and vendors, the City of Santa Monica, members of its Council, boards, commissions, officers, agents, or employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merit or the outcome of any such claim or suit resulting from the alleged acts or omissions of the permittee, its officers, agents or employees in connection with the permitted event or activity. Nothing contained herein shall be construed as obligating the indemnitor to indemnify Downtown Santa Monica, inc. or the City of Santa Monica, their Council, boards, commissions, officers, agents, volunteers, and employees for losses resulting from its sole or active negligence or willful misconduct.

If the selected provider, for any reason, fails to maintain insurance coverage that is required pursuant to this contract, this shall be considered a material breach of contract. DTSM, Inc. and the City of Santa Monica, at its sole discretion, may terminate the contract and obtain damages from the selected provider resulting from said breach.

All coverage must be submitted to DTSM, Inc. in writing for verification and approval.

Submission Process

Responses to this Request will be accepted until Tuesday, November 5, 2024, at 5:00 PM. Complete proposals must be submitted in PDF via email with a maximum file size of 12 MB to Jeremy Ferguson at jeremy@downtownsm.com

Submission Timeline

The responses will be administered according to the following timeline and may be subject to change:

October 7, 2024	Release Date
October 22, 2024	Promenade Walk 9:00 a.m. to 10:30
November 5, 2024	Deadline to submit proposals
November 5 - 12, 2024	Staff review
November 13, 2024	Finalist notifications
November 18, 2024	Finalists present to review panel
November 22, 2024	Award Notifications

Proposals will be assessed based on the following criteria:

Cost: Overall pricing and value for the proposed lighting solutions.

Experience: Relevant experience in similar projects, including client references.

Design: Creativity and alignment of the proposed design with the project goals and desired aesthetic.

Sustainability: Implementation of energy-efficient and sustainable practices in lighting design.

Compliance: Adherence to all proposal requirements and submission guidelines.

Statement of Rights

At its sole discretion, Downtown Santa Monica, Inc. reserves the right to withdraw this request for proposals without notice, accept or reject any or all proposals, and accept submissions that deviate from the request as it seems appropriate and in its best interests. Downtown Santa Monica, Inc. reserves the right to negotiate with any, all, or none of the applicants submitting proposals. Downtown Santa Monica, Inc. may request additional information from any applicant to evaluate proposals and/or negotiate an agreement. The applicant will bear all costs and expenses associated with preparing any report or statement in response to the request for proposals.