

Request for Sponsorship



City Wayfinding Partner

Corporate Partnerships and Development Program
Economic Development Department
City of San Diego
October 2021

Introduction

The City of San Diego (“City”), through its Corporate Partnerships and Development Program (CPD), managed by the Economic Development Department seeks opportunities for the City to partner with various business endeavors. CPD’s goal is to support City programs and services through leveraging City assets within the guidelines established by the Mayor and City Council, municipal law, City ordinances and sound policy.

For this opportunity, the City is issuing this Request for Sponsorship to identify a company that is interested in developing a marketing partnership in the city **wayfinding** category.

The City is interested in partnering to identify city wayfinding solutions that would benefit residents, visitors, and local businesses in downtown San Diego. Qualified partners such as individuals, organizations (profit or non-profit), or other collaborative arrangements will have expertise in the broader category of wayfinding, with demonstrated experience with scoping, planning, graphic design and mobile app design, as well as an ability to implement a city wayfinding strategy designed uniquely for specific targeted communities/neighborhoods of interest in portions of downtown San Diego including the Civic/Core, Columbia, Marina, Horton Plaza/Gaslamp Quarter, East Village, Cortez, and the Convention Center district, as described in Section 6 of the [Downtown Community Plan](#) (“Downtown San Diego”). In exchange, the City will provide marketing benefits that would provide a business benefit for the selected partner. The selected partner will be a qualified city wayfinding vendor, known for quality and reliable service.

Wayfinding Benefits/Goals

The [Downtown Community Plan](#) identifies the public benefit for city wayfinding and states “as downtown evolves, it may be necessary to expand the wayfinding sign program” and “the sign policies of the Community Plan are intended to balance the public interest—in promoting a safe, well maintained and attractive city—with the interests of businesses and organizations in ensuring the ability to identify products, services, and ideas”.

The city wayfinding partnership goals include but are not limited to providing information to the public regarding wayfinding, storm warnings, emergency updates, information on homeless services, and bus schedules. Improving navigation solutions for a range of modalities of travel; guiding residents and visitors to destinations, retailers, restaurants, hotels, parks, facilities, services and other businesses and attractions; promoting diverse mobility solutions (walking, bicycling, use of mass transit and other non-vehicular modes of transportation); providing helpful context and useful information while adhering to principles of environmental sustainability and equitable access.

Marketing Program Benefits and Opportunities

The City offers multiple sponsorship benefits, such as promotions, events, and exclusive opportunities to market to San Diego residents citywide as listed below. In addition, the City encourages potential partners to suggest additional marketing programs that will achieve their outreach goals and community objectives in the City.

- Preferred City Wayfinding Partner. The selected partner shall have the right to be designated and referred to as the “Preferred City Wayfinding Partner” or a similar title as mutually agreed upon and to use said designation in marketing efforts. In exchange for this designation partner shall at all times during the term comply with Council Policy 000-41, Endorsement policy.
- Advertising Rights. The selected partner shall have the right to promote the wayfinding partnership when offering products and services to businesses, municipalities, and school districts, etc. Additionally, the selected partner shall have the limited right to generate revenue through third party advertising. The City will maintain authority and control over the advertising location, screen design, and advertising content, in its sole discretion. Advertising revenue share with the City is mandatory and will be negotiated with partner. Please see *Marketing Rights Fee* referenced below.
- Advertising Criteria for a Wayfinding Kiosk Solution:
 1. At least 25%, of the kiosk screen time shall be dedicated to the display of the menu of interactive public services available by the kiosk to users.
 2. At least 25% of the kiosk screen time shall be dedicated to the display of public interest content, including, but not limited to time, temperature, weather, emergency alerts, wayfinding, and homelessness resources.
 3. Selected partner shall coordinate with the designated City personnel to review all advertising and program public advertisement and outreach.
 4. No more than 49% of the kiosk screen time shall be dedicated to the display of commercial advertisements.
 5. Advertising for alcohol, adult entertainment products or businesses, tobacco, or cannabis products is not permitted at any time in relation to this partnership.
 6. Kiosks will be subject to the City’s sign regulations found primarily in Chapter 14, Article 2, Division 12 of the Land Development Code. Selected partner shall identify any deviations from the City sign regulations in the proposal. The selected partner would need to work with the City on any deviations if variances and waivers from the City sign regulations are required.
- Screen Display. Kiosk screen content shall not contain animated copy or moving graphics that includes action, motion, or an illusion of either, or has color changes of all or part of the kiosk screen.

The light source of the kiosk screen shall be constant. The kiosk screen shall be reduced in light intensity at night by automatic intensity control that is incorporated into the wayfinding kiosks. Anywhere there may be residential uses along the shared sidewalk where the kiosk is sharing a residential property line or abutting a residential property, the brightness of the screen shall be dimmed each night between the hours of 10:00 p.m. and 6:00 a.m. so as not to create glare on windows of residential units.

- **Media Rights.** The selected partner may be provided media opportunities to promote official partnership as mutually agreed upon.
- **Branding.** The selected partner shall be named on all promotional materials used in connection with branding the wayfinding program as the “Preferred City Wayfinding Partner” or a similar title as mutually agreed upon. The opportunity to have logo presence on sandiego.gov, social media platforms and the City’s intranet site as approved. The web page will include a link to the selected partner’s web site and, in both form and content, will be consistent with all current and future City policies related to web sites including Council Policy 000-40, Marketing Partnership policy, and the City’s Web Sponsorship Guidelines
- **Events.** The selected partner shall have the ability to participate in City-hosted virtual /in person events. Events will be determined at the City’s sole discretion.

Location Criteria

The use and installation of any wayfinding kiosks will be limited to downtown San Diego. The City will have the authority to determine, in its sole discretion, the quantity of wayfinding kiosks and location of each kiosk. The City will control and direct the installation and removal of physical wayfinding kiosks.

At a minimum, the City’s physical infrastructure wayfinding solution shall meet the following requirements:

1. Kiosks and any associated equipment shall not be located adjacent to curbs painted red that are designated fire lanes.
2. Kiosks and any associated equipment shall not be located within 15 feet of fire hydrants.
3. Kiosks and any associated equipment shall not be located in front of fire department connections or other fire department equipment.
4. Kiosks and any associated equipment shall not be located in a manner which would impede building ingress and egress and/or emergency responder access into any building.
5. Kiosks and any associated equipment shall avoid encroaching on clearances required for existing and proposed street trees.

6. Kiosks and any associated equipment shall be located to avoid removal of existing street trees in order to retain canopy coverage consistent with the goals of the City of San Diego's Climate Action Plan initiative.
7. Kiosks and any associated equipment shall be located outside of any required sight distance clearances (including vertical and horizontal as appropriate) at all nearby intersections and driveways within the same block.
8. Kiosks and any associated equipment shall not block or impede access to any City facilities such as traffic signal controller cabinets.
9. Kiosks and any associated equipment shall provide adequate pedestrian clearances on sidewalks and comply with the Americans with Disabilities Act (ADA), all applicable accessibility requirements, and the Accessibility Checklist attached as Exhibit A. The selected partner shall, at its sole cost and expense, have a certified access specialist certify that kiosks and any associated equipment complies with all applicable accessibility regulation including but not limited to the ADA and California accessibility regulations at the design phase (prior to installation) and upon installation.
10. Each location shall submit a Water Pollution Control Plan (WPCP). The WPCP shall be prepared in accordance with the guidelines in Part 2 Construction BMP Standards Chapter 4 of the City's Storm Water Standards.
11. Each kiosk location shall be reviewed by the City Engineer through the review and approval of a right-of-way permit with drawings clearly showing compliance with all of the above criteria.
12. The selected partner shall coordinate and cooperate with the City regarding any permit requirements that the City determines are necessary.
13. The selected partner shall maintain the kiosks and any associated equipment at all times to the City's satisfaction.

Marketing Rights Fee

In exchange for the Marketing Program Benefits and Opportunities, and other potential negotiated benefits, partner agrees to provide the City a marketing rights revenue share dependent on final negotiated terms of the agreement. Partner should detail the advertising revenue share model as well as any in-kind value including donations to City sponsored events or programs.

Proposal Elements and Additional Agreement Terms

The City anticipates entering into an agreement with the selected partner to memorialize in detail the elements of the selected proposal (Agreement). The following terms and conditions will be incorporated into the Agreement to be negotiated and executed between the selected partner and the City, subject to modification, deletion, and additional terms and conditions as determined by the City, in the City's sole discretion:

City Wayfinding Request for Sponsorship

1. Term. The proposed term of the Agreement must be justified by the selected partner on the basis of capital investment in improvements, equipment, facilities and in promoting the services thereon to the general public.
2. Right to Assign and Sublet. The selected partner may not assign the Agreement or any interest therein and may not sublet any portion thereof without prior written approval from the City. The City's approval may be conditioned upon the proposed assignee agreeing to revisions to the Agreement, to reflect market conditions or the City requirements that are then in effect. Also, no assignee will be approved by City who is not at least comparable to the original selected partner in financial and professional capabilities to operate the Property, as determined by the City.
3. Compliance with Laws. The selected partner shall secure and maintain full compliance with all applicable municipal, county, state, and federal laws and regulations at its own cost, regarding all aspects of the Agreement.
4. Utilities. The selected partner shall order, obtain, and pay for all utilities and service and installation charges in connection with the Agreement, subject to obtaining all applicable approvals and permits. Utilities include but are not limited to: hardline and cellular phone lines, gas and electric, building fire and security alarm systems, trash service, and all internet services. Any new utilities installed shall be installed underground.
5. Hazardous Substances. The selected partner shall not allow the illegal installation, storage, utilization, generation, sale or release of a Hazardous Substance or otherwise regulated substance in, on, under or from the property or permit area. The selected partner and the selected partner's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the property or permit area without City's prior written consent. The selected partner shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.
 - a. Release. A "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a hazardous substance.
 - b. Hazardous Substance. "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California

as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.

- c. Remediation. If the selected partner's occupancy, use, development, maintenance or restoration of the Property results in a release of a Hazardous Substance, the selected partner shall pay all costs of remediation and removal to the City's satisfaction for unrestricted reuse of the Property, and in accordance with all applicable laws, rules and regulations of governmental authorities.
- d. Removal. If the selected partner or the selected partner's contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances or hazardous wastes to the Property, the selected partner and/or the selected partner's contractors or agents shall remove all Hazardous Substances and hazardous wastes in any type of container, equipment or device from the Property immediately upon or prior to the expiration or earlier termination of the Lease. Upon City's request, the selected partner shall deliver to City true copies of documentation demonstrating the legal removal and/or disposal of the Hazardous Substances and/or hazardous wastes, containers, equipment or devices from the Property. The selected partner shall be responsible for any and all costs incurred by City to remove any container, equipment or device requiring disposal or removal as required by this provision.
- e. Indemnity. The selected partner shall protect, defend, indemnify, and hold City harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from the selected partner's occupancy, use, development, maintenance, or restoration of the Property, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary City response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, the selected partner's officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- f. Notice of Release. If the selected partner knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Premises, the selected partner shall immediately notify City and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. The selected partner shall deliver a written report thereof to City within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If the selected partner knows

or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, the selected partner shall take all actions necessary to alleviate the danger. The selected partner shall immediately notify City in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Property.

6. Encumbrance. The selected partner shall not encumber the Agreement, its interest in the Agreement, or any improvements on the property or permit area by deed of trust, mortgage, chattel mortgage, or other security instrument without the City's prior written consent.
7. Insurance. The selected partner shall be required to carry the following insurance, naming the City as an additional insured:
 - a. Commercial General Liability (CGL). CGL written on an ISO from CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence and subject to an annual aggregate of Four Million Dollars (\$4,000,000). The selected partner is required to carry a policy of fire, extended and special form insurance with replacement cost coverage on all permanent property of an insurable nature located upon the Property in an amount equal to the full replacement of all improvements. Liability limits are to be per site and not a cumulative limit.
 - b. Commercial Automobile Liability. For all of selected partner's automobiles including owned, hired and non-owned automobiles, selected partner shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 covering Code 1 (any auto) or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of one Million Dollars (\$1,000,000) per occurrence. The insurance certificate shall reflect coverage for any automobile (any auto).
 - c. Workers' Compensation. For all selected partner's employees who are subject to the Lease and to the extent required by the applicable state or federal law, the selected partner shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of One Million Dollars (\$1,000,000) of employers' liability coverage per accident for bodily injury or disease, and the selected partner shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

If the selected partner maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the selected partner. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. The selected partner's contractors and subcontractors shall carry the same level of insurance as required of the selected partner in the Lease.

The selected partner shall also release, indemnify, defend, and hold the City harmless from liability in connection with any and all construction, operations and activities related to this Agreement.

8. Default. The City will reserve the right to terminate the Agreement in the event of selected partner's failure to pay the Marketing Rights Fee or other any money owed within five (5) days of notice thereof, or to cure any curable default or breach within thirty (30) days of legal notice thereof.
9. Permits and Licenses. The selected partner will be required to obtain all necessary permits and licenses for the construction, operations and activities related to this Agreement, at the selected partner's sole cost and expense. By the selection of a proposal or execution of the Agreement, neither the City nor the San Diego City Council is obligating itself or any governmental agent, board, commission or agency with regard to any other discretionary action relating to any occupancy, use, development, maintenance or restoration of the Property. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances, and all other required governmental approvals.
10. Non-responsibility. The City hereby disclaims any responsibility, liability, or obligation to issue any permits or licenses or to waive any legal requirement by reason of selecting a partner or executing the Agreement with the selected partner.
11. Installation Requirements. The selected partner will construct and install all improvements and equipment in accordance with all federal, state and local laws, rules and regulations, including, but not limited to, the California Environmental Quality Act and Americans with Disabilities Act.
12. Prevailing Wages. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under the Lease is subject to State prevailing wage laws. For construction work performed under the Lease cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under the Lease cumulatively exceeding \$15,000 (public works contracts), the selected partner and its contractors and subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - a. Compliance with Prevailing Wage Requirements. Pursuant to sections

1720 through 1861 of the California Labor Code, the selected partner and its contractors and subcontractors shall ensure that all workers who perform work under the Lease are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

- i. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The selected partner and its contractors and subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - ii. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of the Lease. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to the Lease in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of the Lease, each successive predetermined wage rate shall apply to the Lease on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of the Lease, such wage rate shall apply to the balance of the Lease.
- b. Penalties for Violations. The selected partner and its contractors and subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 - 1861.
 - c. Payroll Records. The selected partner and its contractors and subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and

certifying payroll records, and making them available for inspection. The selected partner shall require its contractors and subcontractors to also comply with section 1776. The selected partner and its contractors and subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. The selected partner is responsible for ensuring its contractors and subcontractors submit certified payroll records to the City. The selected partner, its contractors and subcontractor shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

- d. Apprentices. The selected partner and its contractors and subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The selected partner shall be held responsible for their compliance as well as the compliance of their contractors and subcontractors with sections 1777.5, 1777.6 and 1777.7.
- e. Working Hours. The selected partner and its contractors and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- f. Required Provisions for Subcontracts. The selected partner shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- g. Labor Code Section 1861 Certification. The selected partner in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing the Lease, the selected partner will certify that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Lease."
- h. Labor Compliance Program. The City has its own Labor Compliance

Program authorized in August 2011 by the DIR. The City will instruct the selected partner to withhold contract payments to the selected partner's contractor when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

- i. Contractor and Subcontractor Registration Requirements. Certain work performed pursuant to the Lease is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Labor Code section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 2103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."
 - i. A selected partner's inadvertent error in listing a contractor or subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to this RFS shall not be grounds for filing a protest or grounds for considering the proposal non-responsive provided that any of the following apply: (1) the contractor or subcontractor is registered prior to the Proposal Due Date; (2) within twenty-four hours after the Proposal Due Date, the contractor or subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the contractor or subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.
 - ii. A contract entered into with any contractor or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, selected partner, contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.
 - iii. By submitting a proposal to the City, the selected partner is certifying that he or she has verified that all contractor and

subcontractors used on any public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and selected partner shall provide proof of contractor and subcontractor registration to the City upon request.

13. Performance and Payment Bond. The selected partner shall provide to City, prior to commencement of any construction, a faithful performance bond in the amount of one hundred percent (100%) of the estimated design and construction costs of the work to be performed. The bond must be a corporate surety bond or other security satisfactory to City. The bond shall insure that the construction to be commenced by the selected partner shall be completed in accordance with the plans approved by City or, at the option of City that the uncompleted construction shall be removed and the Property restored to a condition satisfactory to City. The bond shall be held in trust by City for the purpose specified above, or at City's option may be placed in an escrow approved by City. This requirement is not intended to be duplicative of a construction bond otherwise required of the selected partner.

Prior to the commencement of any work on the Property, the selected partner shall deliver to City a payment bond (materials and labor bond) in an amount not less than one hundred percent (100%) of the total amount payable under the contract(s) for construction on the Property to satisfy claims of material suppliers and of mechanics and laborers employed on the contract(s) for construction on the Property. The bond shall be provided in compliance with California Civil Code sections 9550-9566. The bond shall be executed by an admitted surety, consistent with California Code of Civil Procedure section 995.670 that is authorized by the State of California Department of Insurance to transact surety insurance in the State. The selected partner shall maintain the bond in full force and effect until all improvements for the construction on the Property are accepted by City and until all claims for materials and labor are paid, and must otherwise comply with the Government Code. Should the bond become insufficient, the selected partner shall renew, or cause the renewal of, the bond within ten (10) calendar days after receiving notice from City.

14. Operation. The selected partner shall, at no cost to the City, supply, install, operate, and maintain wayfinding kiosks at the authorized sites. The selected partner shall be responsible for preparation of any and all plans and specifications for same, and shall be responsible for obtaining all required governmental approvals and compliance with all applicable laws and regulations. The selected partner shall pay all costs of installation, operation, and maintenance related to the wayfinding kiosks and this Agreement, including all permitting, labor, and infrastructure expenses.
15. Maintenance. All maintenance and repairs of the wayfinding kiosks and related equipment shall be the responsibility of the selected partner throughout the entire term of the Agreement without expense to the City. The selected partner

shall maintain the property or permit area, and installations thereon in a clean, safe and well-maintained condition throughout the term of the Agreement, to the satisfaction of the City and in compliance with all applicable laws. The selected partner shall make technical support personnel available to promptly service wayfinding kiosks and related equipment in a commercially reasonable manner. The selected partner shall ensure that the wayfinding kiosks are clearly marked with selected partner's, or a designated third party's, information for complaints, notifications, and service issues.

16. Operations and Maintenance Program. The selected partner will manage all aspects of the wayfinding kiosks and related equipment maintenance, and develop and implement a comprehensive Operations and Maintenance Program ("OMP") for wayfinding kiosks deployed over the course of the Term of this Agreement and any renewal thereof. The OMP will provide for oversight of the wayfinding kiosks and ongoing communications with the City. The OMP shall identify local service subcontractors, if necessary, required for executing such a program.
17. Ownership of Improvements. The selected partner shall supply, install, operate, and maintain wayfinding kiosks at the authorized sites. The selected partner will have title and ownership of the wayfinding kiosks for the duration of this Agreement. Following the Term of this Agreement, City may elect, at City's sole option, to take ownership of the wayfinding kiosks at no cost to City. If City terminates this Agreement prior to the expiration of the Term, City may also elect to take ownership of the wayfinding kiosks; however, provided the selected partner is not in default of this Agreement for any reason, City shall pay for all unamortized wayfinding kiosks or other equipment installed as of the date of termination. Notwithstanding any provision to the contrary, if the City elects, all improvements and equipment shall be removed at the termination or expiration of the Agreement, at the selected partner's sole cost and expense. If the City elects to retain the improvements, the selected partner must remove all trade fixtures and personal property upon termination or expiration of the Agreement without cost to the City or damage to the property or permit area.
18. Maintenance Services. Without limitation, the selected partner shall provide the following maintenance services for all wayfinding kiosks and related equipment:
 - a. Upon knowledge of an issue with the wayfinding kiosks or related equipment, the selected partner shall take no less than one (1) day to investigate and diagnose the problem.
 - b. If the selected partner confirms that service of the wayfinding kiosks or related equipment is needed, the selected partner shall schedule services within one (1) day investigation.
 - c. The selected partner shall ensure that any issues with the wayfinding

kiosks or related equipment are remedied within (two) 2 business days from the service visit.

- d. The selected partner shall repair graffiti and vandalism on wayfinding kiosks immediately.

19. **Indemnification.** The selected partner shall protect, defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to selected partner's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Agreement or any acts or omissions of selected partner, and all expenses of investigating and defending against same, including without limitation attorneys' fees and costs; provided, however, that selected partner's duty to indemnify and hold CITY harmless shall not include any established liability arising from the sole negligence or willful misconduct of CITY and its elected officials, officers, employees, representatives, and agents. CITY may, at its own discretion, conduct the defense, or participate in the defense, of any claim related in any way to this indemnification. If the CITY elects to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, selected partner shall pay the CITY for all costs related thereto, including, without limitation, attorneys' fees and costs.

Proposal Submission

Proposals must be received via email by 5:00 pm on October 29, 2021. Proposers may contact corporatepartnerships@sandigo.gov to submit questions by October 15, 2021 at 5 pm prior to the proposal submission deadline. Please submit proposal via email to the contact below.

Sarah Brenha
Corporate Partnerships and Development Program Manager
1200 Third Ave Suite 1400 MS 56D
San Diego, CA 92101
corporatepartnerships@sandiego.gov

Proposal Evaluation

Proposal should include a cover letter, company description, work samples and three references. Additionally, the proposal should address the following elements in the scope of work:

1. Proposed physical wayfinding solution locations (if applicable) with detailed specifications;
2. Duration of proposed partnership;
3. Partner overall qualifications and experience;
4. Revenue share fee structure;
5. Wayfinding contactless solutions (if applicable);
6. Repair and maintenance solutions;
7. ADA and accessibility compliance;
8. Digital technology solutions (if applicable);
9. Privacy rights of digital wayfinding users (if applicable); and
10. Any additional added value from partner

Proposals will be accepted from individuals, organizations (profit or non-profit), or other collaborative arrangements that:

- Are qualified to conduct business in the State of California and the City of San Diego
- Have experience in the design of signage and wayfinding specification packages from conceptual design to fabrication and installation.

The City will use a point formula during the review process to score proposals.

Partner Selection Schedule

The following is the proposed schedule and key dates for finalizing a marketing agreement.

All dates are subject to change:

- RFS issued- October 1, 2021
- RFS closed- October 29, 2021 by 5:00 pm
- RFS question period ends- October 15, 2021 by 5 pm
- Review of proposals- November 1-15
- Partner Selection- November 30
- Agreement negotiation- December 1-30
- City Council Committee/Resolution* - January/February 2022
- Commencement of Project- March/April 2022

*Based on available docket dates and overall availability of Council meetings.

The City may reject any or all proposals at its discretion. The City will, in its sole discretion, choose the company/or companies it determines will best meet the City's overall objectives for this partnership. The City reserves the right to select partners based on its review of the submitted proposals, without requiring interviews or presentations. Interviews may be held to determine the final successful partner. If interviews are required, the schedule above may change to accommodate scheduling. If an insufficient number of proposals are received or the proposals received are inadequate or do not meet the terms of the RFS, the

City may, at its sole discretion, reissue the RFS or enter into an agreement with a partner of its choice. If selected, the parties will enter into the Agreement that is subject to City, state, and federal laws and regulations.

Conflict of Interest Disclosure

Proposal should disclose any conflict of interest, as set forth in the City's Ethic's Ordinance (Chapter 2, Article 7, Division 35, of the SDMC)

Confidentiality and Ownership of Proposals

All discussions between the City and a potential partner, all materials exchanged between the parties, and all proposals submitted will be held confidential to the extent permitted by public agencies under California law until the City and the partner have entered into the Agreement.

###

EXHIBIT A

City Wayfinding Partner Request for Sponsorship Accessibility Checklist

The items noted as NO (not compliant) below should be addressed by providing additional information or revising the project, as noted.

Please note that this report identifies items that are not compliant or require more information on the plans to allow for the construction the next submittal shall address the requested revisions. Additional items and requirements may be identified in the course of evaluating the design.

General Codes and Standards:

CODES, REGULATIONS, AND STANDARDS

- Federal – 2010 ADA Standards 28 CFR 35.151
- State – 2019 California Building Code (CBC 11B-) (*published on July 1, 2019*), Part 2, CBSC (2018 IBC & California Amendments) (Title 24),
- *Revised 508 Standards Access Board 2018*

CBC 11B-104.1 Dimensions. Dimensions that are not stated as “max” or “minimum” are absolute.

DSA Advisory CBC 11B-104.1 Dimensions. This Section clarifies the dimensioning conventions used in this chapter.

Dimensions not stated as ‘max’ or ‘minimum’ are absolute values for design purposes.

Specifying dimensions in design in the manner described above will better ensure that facilities and elements accomplish the level of accessibility intended by these requirements. It will also more often produce a result of strict and literal compliance with the stated requirements and eliminate enforcement difficulties and issues that might otherwise arise.

An element designed specifying either the max or minimum permitted dimensions puts the construction at risk if construction errors result in a violation of the standards. It is good practice to specify a dimension less than the required max (or more than the required minimum) by the amount of the expected field or manufacturing tolerance and not to state any tolerance in conjunction with the specified dimension.

In other words, dimensions noted in accessibility provisions as “max” or “minimum” should not be considered dimensions for design, as they represent the limits of a requirement and are not subject to construction tolerance. To be sure that field tolerances result in usable construction, notes and dimensions in construction documents should anticipate expected tolerances so that a required dimensional range is not exceeded by the addition of a finish or a variation in construction practice.

1. For example, the 1:12 slope stated in ADAAG, and ADA/ABAAG is a max slope for ramps, not a design requirement, design with 1:13 Slope
2. When a dimension range is a regulatory requirement, use the midpoint of the range as the drawing dimension.

3. When a dimension is a max regulatory requirement, use a dimension below per instance for if 34” max is the required regulatory dimension, then the designer shall specify 33”.
4. When a dimension is a MINIMUM regulatory requirement, use a dimension ABOVE per instance for if 27” min is the required regulatory dimension, then the designer shall specify 28”.

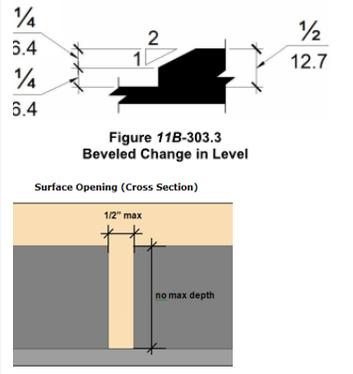
II. General Plan review comments:

Checklist:

Legend:

2010 ADA Standards *ADA STDs.*
 2019 California Building Code **CBC**
 2018 508 Standards **508**

- Yes - design complies with the item;
- No - design is not in compliance with the item or the plans are missing information to Show compliance;
- NA - item does not apply to the project;
- **Comment** – description of missing information or requested revisions

NO	NA		
		2.0 Accessible routes	
		<p>2.1 Accessible routes and spaces shall have Ground and floor surfaces firm, stable, and slip-resistant. <i>ADA Stds. 302.1 & CBC 11B- CBC 11B-302.1</i></p> <p>“A stable surface is one that remains unchanged by contaminants or applied force so that when the contaminants or force is removed, the surface returns to its original condition. A firm surface resists deformation by either indentations or particles moving on its surface. A slip-resistant surface provides sufficient frictional counterforce to the forces exerted in walking to permit safe ambulation.</p> <p>Outdoor walking surfaces are often constructed of concrete or asphalt. Where permeable surfaces such as compacted decomposed granite or similar material are part of the accessible route, stabilizing admixtures or binders can help to provide a firm, stable and slip-resistant surface. Such surfaces should be edged or otherwise contained to provide stability. The maintenance required to keep these surfaces firm and stable should be considered when selecting such materials.</p> <p>Additional information regarding accessible exterior surfaces is available on the US Access Board</p>	 <p>Figure 11B-303.3 Beveled Change in Level</p> <p>Surface Opening (Cross Section)</p>

website at <http://www.access-board.gov/research/completed-research/accessible-exterior-surfaces>".

- 2.2 Changes in level less than 1/4" can be vertical between 1/4" - 1/2" shall be leveled with a slope not steeper than 1:2, changes greater than 1/2" shall be ramped.

ADA Stds. 303.1 & CBC 11B- CBC 11B-303.1

- 2.3 Mats shall be attached and have a firm cushion or backing. The maximum pile height can be 1/2". *ADA Stds. 302.2 & CBC 11B- CBC 11B-302.2*

Are edges of carpets and mats securely attached to minimize tripping hazard
 Are the carpet transitions complying with changes in level

- 2.4 Slopes along walkways, halls, or corridors conform to standards.

ADA Stds. 403.3 & CBC 11B- CBC 11B-403.3

- 2.5 level changes along accessible routes between the pedestrian area and adjacent surface on the plans. If drop exceeds 1/4" in height, specify and provide the following details. *ADA Stds. 303 and CBC 11B- 303*

- Abrupt vertical drops between 1/4" and 4".
- 6" high warning concrete curb if vertical drop exceeds 4". *CBC 11B- CBC 11B-303.51*

Exceptions:

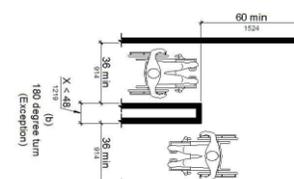
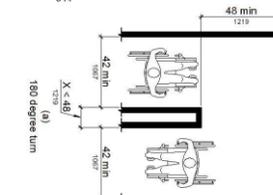
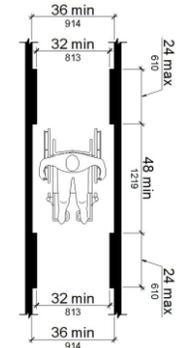
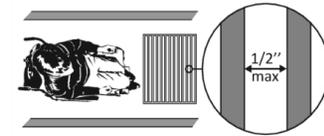
- Between a walk or sidewalk and a street or driveway.
- If the adjacent grade is higher than the pedestrian way.
- If cane-detectable handrails, guardrails, or wheel-guides are provided.

- 2.6 Identify the location of all gratings within the accessible route and provide a cut sheet of gratings for backcheck review. *CBC 11B- CBC 11B-302.3*

- 2.7 Openings in floor or ground surfaces shall not allow passage of a sphere more than 1/2" diameter except as allowed in Sections 11B-407.4.3, 11B-409.4.3, 11B-410.4, 11B-810.5.3, and 11B-810.10. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel. *11B-302.3*

Advisory 11B-302.3 Openings. Elongated openings, like those of most grates, must be oriented so that the long dimension is perpendicular to the dominant travel direction. In locations where there is no dominant flow pattern, openings should be limited to 1/2" in both dimensions. Where an accessible route is available to bypass openings completely, they can be oriented in any direction.

- 2.8 A continuous band of detectable warning surface (36" deep) is provided where a walk crosses or adjoins a vehicular way (curb ramp at access aisle), and the walking surface is not separated from the hazardous vehicular way by curbs, railings or other elements. *CBC 11B- CBC 11B-247.1.2.5*



	<p>2.10 The surface, slope, and changes in level along accessible routes comply with ADA Stds. 403 & CBC 11B- CBC 11B-403</p> <p>2.11 The width of the accessible route of travel is clearly indicated on the drawings: CBC 11B- CBC 11B-403.5.1</p> <ol style="list-style-type: none"> The clear width of the walking surface shall be 36" walkways CBC 11B- CBC 11B-403.5.1 It is permitted to be reduced to 32" for a length of 24" if segments at each end of 36" long by 48" wide minimum. 48" minimum for walks and sidewalks (not including curb). CBC 11B- 1133B.7.1, 1005 Exception: 1. When, because of right-of-way restrictions, natural barriers, or other existing conditions, the enforcing agency determines that compliance with the 48" clear sidewalk width would create an unreasonable hardship, the clear width may be reduced to 36". <p>2.12 Passing spaces shall be provided at an accessible route with a clear width less than 60" at intervals of 200' max. Passing spaces shall be either: space 60" minimum by 60" minimum; or, an intersection of two walking surfaces providing a T-shaped extend 48" minimum beyond the intersection... ADA Stds. 403.5.3 & CBC 11B- 405.5.3</p> <p>2.20 Protrusion limits - do all objects on circulation paths E.g., fire extinguishers, drinking fountains, signs, etc., with Protruding objects conform. ADA Stds.307.1 & CBC 11B- CBC 11B-307.1</p> <p>Please provide a cut sheet whenever you have a model selected for review, and reflect the proposed size on the plans</p> <p>USDOJ Advisory CBC 11B-307.2 Protrusion limits. When a cane is used and the element is in the detectable range, it gives a person sufficient time to detect the element with the cane before there is body contact. Elements located on circulation paths, including operable elements, must comply with requirements for protruding objects. For example, awnings and their supporting structures cannot reduce the</p>	<p>The diagrams illustrate the required clear widths for accessible routes. The top diagram shows a person walking on a sidewalk with a 36-inch minimum clear width. The middle diagram shows a 36-inch wide path with a 60-inch wide section for a person in a wheelchair. The bottom diagram shows a 60-inch wide section for a person in a wheelchair.</p>

minimum required vertical clearance. Similarly, casement windows, when open, cannot encroach more than 4" into circulation paths above 27" *ADA Stds.307.2. & CBC 11B- CBC 11B-307.2*

- 2.21 Post-mounted objects. Free-standing objects mounted on posts or pylons shall overhang circulation paths 12" max when located 27" min and 80" max above the finish floor or ground.
- 2.22 Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12", the lowest edge of such sign or obstruction shall be 27" max or 80" minimum above finish floor or ground.

Exception: The sloping portions of handrails serving stairs and ramps shall not be required to comply with Section CBC 11B-307.3. *ADA Stds.307.3. & CBC 11B- CBC 11B-307.3*

- 2.23 Edges and corners. Where signs or other objects are mounted on posts or pylons, and their bottom edges are less than 80" above the floor or ground surface, the edges of such signs and objects shall be rounded or eased, and the corners shall have a minimum radius of 1/8 inch). *ADA Stds.307.3.1. & CBC 11B- CBC 11B-307.3.1*

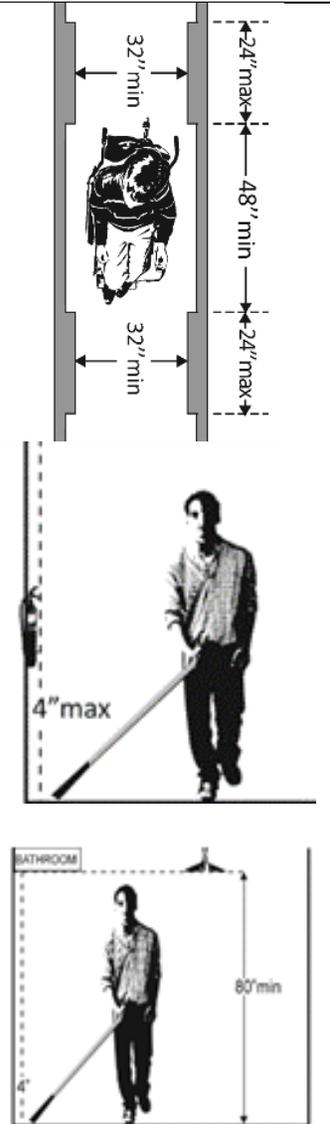
- 2.24 Vertical clearance shall be 80" minimum.
 E.g. if the bottom of the stairway is open, a detail is shown on the plans
 Guardrails or other barriers shall be provided where the vertical clearance is less than 80". The leading edge of such guardrail or barrier shall be located 27" maximum above the finish floor or ground.
ADA Stds.307.4 & CBC 11B- CBC 11B-307.4

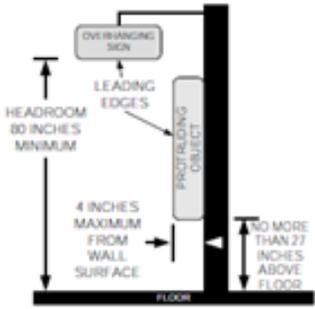
Exception: Door closers and door stops shall be permitted to be 78" minimum above the finish floor or ground.

- 2.25 **Guy braces.** Where guy support is used within either the width of a circulation path or 24" max outside of a circulation path, a vertical guy brace, sidewalk guy, or similar device shall be used to prevent a hazard or an overhead obstruction.

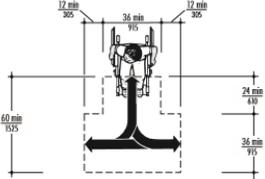
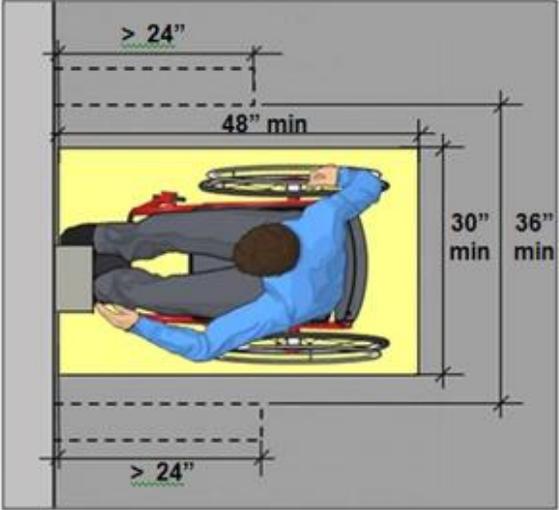
- 2.26 Abrupt changes in level exceeding 4" vertical height along a path of travel or accessible route (i.e., ramps, landings, walks, sidewalks, or other pedestrian ways) are required to be provided with a curb a minimum of 6" in height above the walkway surface or a guardrail or handrail with a guide rail centered 3" plus or minimum 1" above the surface of the walk or sidewalk. *CBC 11B- CBC 11B-303.5*

- 2.27 If a walk crosses or adjoins a vehicular way, and the walking surfaces are not separated by curbs, railings, or other elements between the pedestrian areas next to vehicular areas, the boundary between



	<p>the areas shall be defined by a continuous detectable warning which is 36" wide. <i>CBC 11B-247.1.2.5</i> Color shall be yellow conforming to Federal Color No. 33538 of Standard No. 595B, and material/type shall be per the most current and adopted City of San Diego Standards <i>SDG-130</i>.</p> <p>Exceptions:</p> <ol style="list-style-type: none"> 1. A warning curb is not required between a walk or sidewalk and an adjacent street or driveway. 2. A warning curb is not required when a guard or handrail is provided with a guide rail centered 2" minimum and 4" max above the surface of the walk or sidewalk. 	 <p>The diagram shows a vertical black bar representing a protruding object. Above it is a rectangular sign labeled 'OVERHANGING SIGN'. A vertical double-headed arrow on the left indicates 'HEADROOM 80 INCHES MINIMUM' from the floor to the bottom of the sign. A horizontal arrow points from the wall to the object, labeled '4 INCHES MAXIMUM FROM WALL SURFACE'. A vertical double-headed arrow on the right indicates the height of the object above the floor, labeled 'NO MORE THAN 27 INCHES ABOVE FLOOR'. The object itself is labeled 'PROTRUDING OBJECT' and has 'LEADING EDGES' indicated at its top corners. The floor is labeled 'FLOOR' at the bottom.</p>
	<p>2.30 The Kiosk shall not block the spaces required at existing accessible elements, for instance : The wheel chair spaces required at traffic signals pedestrian push buttons. The accessible route required to the wheel chair space to the pedestrian push button</p>	
	<p>3.0 The Kiosk - if installed next to a corner at the street intersection Curb ramps are provided at street corners serving the site and where a pedestrian way (accessible route of travel) crosses a curb. <i>ADA Stds. 402.2, 406</i>. All curb ramps are per the latest adopted City of San Diego Standard Drawings <i>See SDG-130 series</i>.</p> <p>Ensure that there is a curb ramp compliant with the minimum requirements</p> <ol style="list-style-type: none"> 3.1 Indicate the location and layout of all curb ramps on the site plans. The path of travel (dashed line) is connected to the curb ramps. <i>ADA Stds. 402.2, 406 & CBC 11B- CBC 11B-402.2, 406 and SDG 130s</i> 3.2 Typical curb ramp details must match the actual layout. Provide dimensioned detail in 1/4" scale representing the actual layout, including associated sidewalks, for all accessible curb ramps under this project; include spot elevations at top and bottom of the curb ramp, top and bottom landing and at relevant spots on the sidewalk. 3.3 Curb ramps cannot project into vehicular traffic lanes or the accessible parking space or adjacent access aisle. 3.4 Indicate the type of curb ramp per Standard drawing. Indicate curb ramp slope based on available length and elevation change. Use the least possible slope but never greater than the 7.5 % (8.3% max). 	

	<p>Indicate side flare slope (10% max) Top landings 1.5% in all directions Turning space 48" by 48" minimum The counter slope of adjoining gutters or road surface at the bottom of and immediately adjacent to the curb ramp (5% max for 48" in the direction of travel). The counter slope shall be 2% if the curb ramp is serving an accessible parking space CBC 11B- CBC 11B-406.5.8 Grade breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run. Grade breaks shall not be permitted on the surface of ramp runs and turning spaces. Surface slopes that meet at grade breaks shall be flush. CBC 11B- CBC 11B-406.5.6 At diagonal curb ramps at the bottom of the curb ramps shall have a clear space 48" minimum outside active traffic lanes of the roadway. CBC 11B- CBC 11B-406.5.9 Diagonal or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow. Diagonal curb ramps with flared sides shall have a segment of curb 24" long minimum located on each side of the curb ramp and within the marked crossing. CBC 11B- CBC 11B-406.5.10</p> <p>3.5 Indicate Detectable warning tiles per Standard Drawings SDG-130. CBC 11B- CBC 11B-406.5.12</p>	
	<p>508 Standards. 4. Kiosks shall comply with the ATM requirements</p> <p>303 - Changes in level ADA2010 (generally not permitted)</p> <p>305 Clear Floor or Ground Space 305.1 General 305.2 Floor or Ground Surfaces 305.3 Size 305.4 Knee and Toe Clearance 305.5 Position 305.6 Approach preferably front approach 305.7 Maneuvering Clearance 306 - Knee and Toe if applicable, depends on the kiosk profile and the screen location 307 Protruding Objects so the profile of the kiosk and placements does not become a protruding object 308 General Reach Ranges (reach ranges specified in 508 Guidelines and Operable Parts and included in 407.8] 309 Operable Parts (refer to Section 508 for complete most current]</p>	
	<p>Kiosks must be visually and tactilely identifiable to users as accessible (e.g., an international symbol of accessibility affixed to the front of the device</p>	

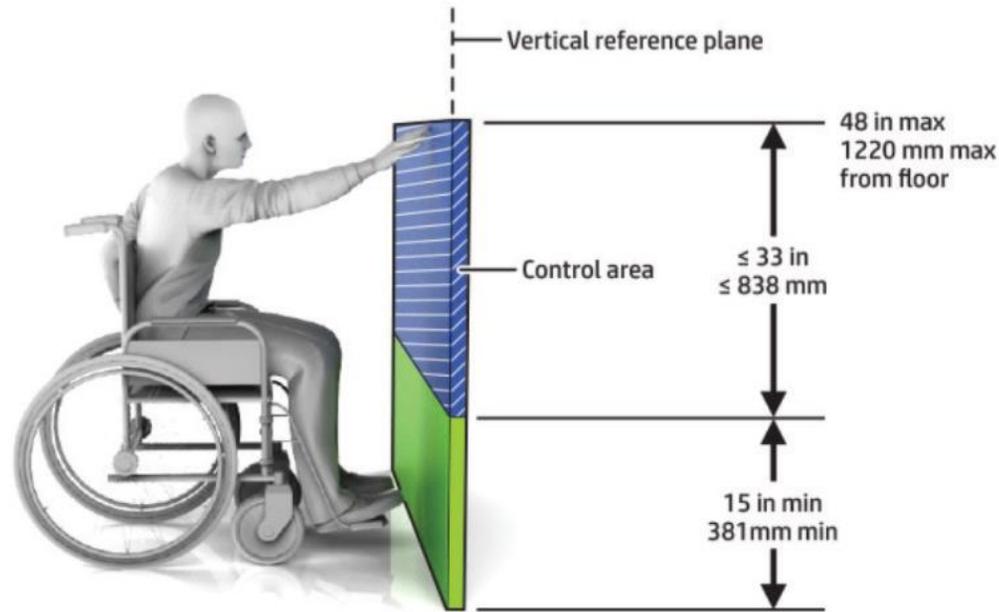
	<p>Push buttons if provided shall comply with operable parts: 11B-309 Clear Floor Space - complying with 305 shall be provided. 11B-309.2 Height - Operable parts shall be placed within one or more of the reach ranges specified in 308 (15" min AFF and 48" max if no obstruction). 11B-309.3 Operation - Operable parts shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds maximum. 11B-309.4</p> <p>A clear floor space is provided for a forward approach</p>	
	<p>Forward Approach and Reach</p> <p>Clear Floor Space [§309.2]</p> <p>Clear floor space for forward approaches must extend up to or, if knee or toe space is provided, below operable parts. This facilitates access since the forward reach does not extend beyond a wheelchair user's toes.</p> <p><i>If clear floor space is obstructed on both sides more than half the minimum required depth, a wider clearance (36" min.) is required for maneuvering and sway.</i></p> 	
	<p>402.1 General ICT with closed functionality shall be operable without requiring the user to attach or install assistive technology other than personal headsets or other audio couplers and shall conform to 402.</p>	
	<p>402.2 Speech-Output Enabled ICT with a display screen shall be speech-output enabled for full and independent use by individuals with vision impairments.</p>	

	<p>EXCEPTIONS:</p> <ol style="list-style-type: none"> 1. Variable message signs conforming to 402.5 shall not be required to be speech-output enabled. 2. Speech output shall not be required where ICT display screens only provide status indicators and those indicators conform to 409. 3. Where speech output cannot be supported due to constraints in available memory or processor capability, ICT shall be permitted to conform to 409 in lieu of 402.2. 4. Audible tones shall be permitted instead of speech output where the content of user input is not displayed as entered for security purposes, including, but not limited to, asterisks representing personal identification numbers. 5. Speech output shall not be required for: the machine location; date and time of transaction; customer account number; and the machine identifier or label. 6. Speech output shall not be required for advertisements and other similar information unless they convey information that can be used for the transaction being conducted. 	
	<p>402.2.1 Information Displayed On-Screen Speech output shall be provided for all information displayed on-screen.</p> <p>402.2.2 Transactional Outputs Where transactional outputs are provided, the speech output shall audibly provide all information necessary to verify a transaction.</p> <p>402.2.3 Speech Delivery Type and Coordination Speech output shall be delivered through a mechanism that is readily available to all users, including, but not limited to, an industry standard connector or a telephone handset. Speech shall be recorded or digitized human or synthesized. Speech output shall be coordinated with information displayed on the screen.</p> <p>402.2.4 User Control Speech output for any single function shall be automatically interrupted when a transaction is selected. Speech output shall be capable of being repeated and paused.</p> <p>402.2.5 Braille Instructions Where speech output is required by 402.2, braille instructions for initiating the speech mode of operation shall be provided. Braille shall be contracted and shall conform to 36 CFR part 1191, Appendix D, Section 703.3.1. EXCEPTION: Devices for personal use shall not be required to conform to 402.2.5.</p> <p>402.3 Volume ICT that delivers sound, including speech output required by 402.2, shall provide volume control and output amplification conforming to 402.3. EXCEPTION: ICT conforming to 412.2 shall not be required to conform to 402.3.</p> <p>402.3.1 Private Listening Where ICT provides private listening, it shall provide a mode of operation for controlling the volume.</p>	

	<p>Where ICT delivers output by an audio transducer typically held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.</p> <p>402.3.2 Non-private Listening Where ICT provides non-private listening, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. A function shall be provided to automatically reset the volume to the default level after every use.</p> <p>402.4 Characters on Display Screens At least one mode of characters displayed on the screen shall be in a sans serif font. Where ICT does not provide a screen enlargement feature, characters shall be 3/16 inch high minimum based on the uppercase letter "I". Characters shall contrast with their background with either light characters on a dark background or dark characters on a light background.</p> <p>402.5 Characters on Variable Message Signs Characters on variable message signs shall conform to section 703.7 Variable Message Signs of ICC A117.1-2009 (incorporated by reference, see 702.6.1).</p>	
	<p>403 Biometrics</p>	
	<p>403.1 General Where provided, biometrics shall not be the only means for user identification or control. EXCEPTION: Where at least two biometric options that use different biological characteristics are provided, ICT shall be permitted to use biometrics as the only means for user identification or control.</p> <p>404 Preservation of Information Provided for Accessibility</p>	
	<p>405 Privacy</p> <p>405.1 General The same degree of privacy of input and output shall be provided to all individuals. When speech output required by 402.2 is enabled, the screen shall not blank automatically.</p>	
	<p>406 Standard Connections</p> <p>406.1 General Where data connections used for input and output are provided, at least one of each type of connection shall conform to industry standard non-proprietary formats.</p>	
	<p>407.1 General. Where provided, operable parts used in the normal operation of ICT shall conform to 407.</p> <p>407.2 Contrast. Where provided, keys and controls shall contrast visually from background surfaces. Characters and symbols shall contrast visually from background surfaces with either light characters or</p>	

	<p>symbols on a dark background or dark characters or symbols on a light background.</p> <p>407.3 Input Controls. At least one input control conforming to 407.3 shall be provided for each function. Exception from E407.3 Input Controls: Devices for personal use with input controls that are audibly discernable without activation and operable by touch shall not be required to conform to 407.3.</p> <p>407.3.1 Tactilely Discernible. Input controls shall be operable by touch and tactilely discernible without activation.</p> <p>407.3.2 Alphabetic Keys. Where provided, individual alphabetic keys shall be arranged in a QWERTY-based keyboard layout and the “F” and “J” keys shall be tactilely distinct from the other keys.</p> <p>407.3.3 Numeric Keys. Where provided, numeric keys shall be arranged in a 12-key ascending or descending keypad layout. The number five key shall be tactilely distinct from the other keys. Where the ICT provides an alphabetic overlay on numeric keys, the relationships between letters and digits shall conform to ITU-T Recommendation E.161 (incorporated by reference, see 702.7.1).</p> <p>407.4 Key Repeat. Where a keyboard with key repeat is provided, the delay before the key repeat feature is activated shall be fixed at, or adjustable to, 2 seconds minimum.</p> <p>407.5 Timed Response. Where a timed response is required, the user shall be alerted visually, as well as by touch or sound, and shall be given the opportunity to indicate that more time is needed.</p> <p>407.6 Operation. At least one mode of operation shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum.</p> <p>407.7 Tickets, Fare Cards, and Keycards. Where tickets, fare cards, or keycards are provided, they shall have an orientation that is tactilely discernible if orientation is important to further use of the ticket, fare card, or keycard.</p> <p>407.8 Reach Height and Depth. At least one of each type of operable part of stationary ICT shall be at a height conforming to 407.8.2 or 407.8.3 according to its position established by the vertical reference plane specified in 407.8.1 for a side reach or a forward reach. Operable parts used with speech output required by 402.2 shall not be the only type of operable part complying with 407.8 unless that part is the only operable part of its type.</p> <ul style="list-style-type: none">• 407.8.1 Vertical Reference Plane. Operable parts shall be positioned for a side reach or a forward reach determined with respect to a vertical reference plane. The vertical reference plane shall be located in conformance to 407.8.2 or 407.8.3.<ul style="list-style-type: none">○ 407.8.1.1 Vertical Plane for Side Reach. Where a side reach is provided, the vertical reference plane shall be 48 inches long minimum.○ 407.8.1.2 Vertical Plane for Forward Reach. Where a forward reach is provided, the vertical reference plane shall be 30 inches long minimum.• 407.8.2 Side Reach. Operable parts of ICT providing a side reach shall conform to 407.8.2.1 or	
--	---	--

	<p>407.8.2.2. The vertical reference plane shall be centered on the operable part and placed at the leading edge of the maximum protrusion of the ICT within the length of the vertical reference plane. Where a side reach requires a reach over a portion of the ICT, the height of that portion of the ICT shall be 34 inches maximum.</p> <ul style="list-style-type: none">○ 407.8.2.1 Unobstructed Side Reach. Where the operable part is located 10 inches or less beyond the vertical reference plane, the operable part shall be 48 inches high maximum and 15 inches high minimum above the floor.○ 407.8.2.2 Obstructed Side Reach. Where the operable part is located more than 10 inches, but not more than 24 inches, beyond the vertical reference plane, the height of the operable part shall be 46 inches high maximum and 15 inches high minimum above the floor. The operable part shall not be located more than 24 inches beyond the vertical reference plane. <ul style="list-style-type: none">• 407.8.3 Forward Reach. Operable parts of ICT providing a forward reach shall conform to 407.8.3.1 or 407.8.3.2. The vertical reference plane shall be centered, and intersect with, the operable part. Where a forward reach allows a reach over a portion of the ICT, the height of that portion of the ICT shall be 34 inches maximum.<ul style="list-style-type: none">○ 407.8.3.1 Unobstructed Forward Reach. Where the operable part is located at the leading edge of the maximum protrusion within the length of the vertical reference plane of the ICT, the operable part shall be 48 inches high maximum and 15 inches high minimum above the	
--	---	--



floor.

- 407.8.3.2 Obstructed Forward Reach. Where the operable part is located beyond the leading edge of the maximum protrusion within the length of the vertical reference plane, the operable part shall conform to 407.8.3.2. The maximum allowable forward reach to an operable part shall be 25 inches.
 - 407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach. The height of the operable part shall conform to Table 407.8.3.2.1.
 - 407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach. Knee and toe space under ICT shall be 27 inches high minimum, 25 inches deep maximum, and 30 inches wide minimum and shall be clear of obstructions.

408.1 General. Where provided, display screens shall conform to 408.

408.2 Visibility. Where stationary ICT provides one or more display screens, at least one of each type of display screen shall be visible from a point located 40 inches above the floor space where the display screen is viewed.

408.3 Flashing. Where ICT emits lights in flashes, there shall be no more than three flashes in any one-

	<p>second period. Exception from E408.3 Flashing: Flashes that do not exceed the general flash and red flash thresholds defined in WCAG 2.0 (incorporated by reference, see 702.10.1) are not required to conform to 408.3.</p>	
	<p>409.1 General. Where provided, status indicators shall be discernible visually and by touch or sound.</p>	
	<p>410.1 General. Where provided, color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.</p> <p>411.1 General. Where provided, audible signals or cues shall not be used as the only means of conveying information, indicating an action, or prompting a response</p> <p>412.1 General. ICT that provides two-way voice communication shall conform to 412.</p> <p>412.2 Volume Gain. ICT that provides two-way voice communication shall conform to 412.2.1 or 412.2.2.</p> <p>412.2.1 Volume Gain for Wireline Telephones. Volume gain conforming to 47 CFR 68.317 shall be provided on analog and digital wireline telephones.</p> <p>412.2.2 Volume Gain for Non-Wireline ICT. A method for increasing volume shall be provided for non-wireline ICT.</p> <p>Exception from E412.2 Volume Gain: ICT conforming to 412.2 shall not be required to conform to 402.3.</p> <p>412.3 Interference Reduction and Magnetic Coupling. Where ICT delivers output by a handset or other type of audio transducer that is typically held up to the ear, ICT shall reduce interference with hearing technologies and provide a means for effective magnetic wireless coupling in conformance with 412.3.1 or 412.3.2.</p> <ul style="list-style-type: none"> • 412.3.1 Wireless Handsets. ICT in the form of wireless handsets shall conform to ANSI/IEEE C63.19-2011 (incorporated by reference, see 702.5.1). • 412.3.2 Wireline Handsets. ICT in the form of wireline handsets, including cordless handsets, shall conform to TIA-1083-B (incorporated by reference, see 702.9.1). <p>412.4 Digital Encoding of Speech. ICT in IP-based networks shall transmit and receive speech that is digitally encoded in the manner specified by ITU-T Recommendation G.722.2 (incorporated by reference, see 702.7.2) or IETF RFC 6716 (incorporated by reference, see 702.8.1).</p> <p>412.5 Real-Time Text Functionality. [Reserved].</p> <p>412.6 Caller ID. Where provided, caller identification and similar telecommunications functions shall be visible and audible.</p> <p>412.7 Video Communication. Where ICT provides real-time video functionality, the quality of the video shall be sufficient to support communication using sign language.</p> <p>413.1 General. Where ICT displays or processes video with synchronized audio, ICT shall provide closed caption processing technology that conforms to 413.1.1 or 413.1.2.</p>	

		<ul style="list-style-type: none">• 413.1.1 Decoding and Display of Closed Captions. Players and displays shall decode closed caption data and support display of captions.• 413.1.2 Pass-Through of Closed Caption Data. Cabling and ancillary equipment shall pass through caption data.	
--	--	---	--