

VENICE BEACH BUSINESS IMPROVEMENT DISTRICT

“CLEAN” SERVICE AGREEMENT

REQUEST FOR PROPOSALS

SEPTEMBER 25, 2017

Respond to	Board of Directors Venice Beach Business Improvement District 8 Horizon Avenue Venice, CA 90291 admin@venicebeachbid.com
Proposal due	OCTOBER 19, 2017 3 PM (PST) SEE detail p. 17
Q&A session	OCTOBER 5, 2017 3PM (PST) TBD (within Venice) Please RSVP all attendees to: admin@venicebeachbid.com by no later than OCTOBER 3, 2017. We will confirm the location prior to the meeting.

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I. INTRODUCTION

RFP Overview

The Venice Beach Business Improvement District (“District”) is requesting proposals for its new clean program. Some sections of this RFP may reference both clean and safe programs as both must work in tandem to for the well-being of the District.

This is a Fee-for-Service, Service Level Agreement (“Agreement”) proposal request. The District will not dictate the number of staff nor types of equipment required; the District will leave that up to the individual Contractor to determine. The District is seeking a Contractor that desires to operate as an integral part of the District team, providing comprehensive, measurable, high impact services, in a creative, flexible and compassionate manner that meets the needs of the District.

The desirable Contractor will have demonstrated experience in the following areas:

- Providing “Clean” type services to other BIDs or similar DMOs
- Track record of providing outdoor custodial services
- Experience working with government agencies
- Demonstrates flexibility, creativity and a “can do” attitude
- Understands and utilizes data-based decision making practices

This RFP covers the clean program. Respondents (“Contractors”) are requested to provide proposals in accordance with the timeline (p. 5) and all other requirements outlined in this proposal, including but not limited to the “Required Format” outlined on p. 14. Late proposals will not be considered; the District may disqualify any proposal that that fails to meet other requirements outlined in this proposal.

The District will host a Q&A session in accordance with the timeline (p. 5) for Contractors to ask questions about the RFP, during which it will also provide time for Contractors to network with other interested Contractors. The District is very interested to see any innovation in traditional BID service programs that might result from unique partnerships between Contractors.

District Overview

The District lies entirely within Venice, a coastal community within the City of Los Angeles. The proposed District generally includes all non-residentially-zoned properties between the Los Angeles city boundary (with Santa Monica) on the north, the Pacific Ocean on the west and Venice Boulevard on the south. The eastern boundary is irregular, and is primarily determined by where commercially- and industrially-zoned properties end and residential zoning begins. For additional information, see our boundary map (Appendix, p. 23.) The District shall sunset on 12/31/2021, unless renewed by a vote of the District property owners.

District Goals

The Venice Beach BID is a very unique area and the District hopes to expand upon traditional BID service programs with innovative tools and approaches. A successful clean and safe program must meet the needs of a full array of commercial, light industrial and public parcels (some of which contain residential uses.) Although Ocean Front Walk, an internationally recognized tourist destination, is a significant area within the District, the District requires a clean and safe service program that is equally committed to servicing the unique needs of all parts of the District. The time and manner of delivery of specific District programs, services and deployment schedules will need to be customized and tweaked over time to address the unique needs of different streets, blocks, or land uses.

The District's goal is to create a safer, cleaner and all-inclusive experience of Venice with the development and implementation of a successful clean and safe program.

Resources

The District strongly recommends that Contractors familiarize themselves, at a minimum, with the following resources:

Venice Management District Plan:

http://clkrep.lacity.org/onlinedocs/2016/16-0749_misc_06-24-2016.pdf

City of Los Angeles BIDs Website

<http://clerk.lacity.org/business-improvement-districts>

California Streets & Highways Code §36600 *et seq.*

Expectations

The District expects all Contractors to demonstrate a high level of awareness of our District. The District cannot emphasize strongly enough how important it is to produce a proposal that reflects knowledge and understanding of our District and that responds to its specific needs.

The District expects all Contractors to demonstrate significant knowledge of local stakeholders, current local issues and potential community resources as they might be applicable to or complement District services.

The District expects all Contractors to be familiar with federal, state and local laws that apply to BIDs and their Contractors.

II. TIMELINE

Advertisement / Circulation

MONDAY, SEPTEMBER 25, 2017

Q&A Session

**THURSDAY, OCTOBER 5, 2017
3 PM (PST)
TBD (within Venice)**

Additional information: We *strongly* encourage all Contractors to attend the Q&A session. Attendance allows you to benefit not only from our responses to your questions, but also the questions of others. We will not answer questions via email prior to the Q&A session; please use this period to compile your questions for the Q&A session. Questions that arise after the Q&A session may be submitted via email, and we will respond as quickly as our resources allow. Please note that questions submitted after Monday, October 16, 2017 at 5PM (PST) may not receive a response.

Proposals Due

**THURSDAY, OCTOBER 19, 2017
3 PM (PST)
SEE detail p. 17**

Additional information: Late proposals shall not be considered. Failure to comply with any RFP requirements may result in disqualification.

Contractor Selection

NOVEMBER 2017

Additional information: Proposals will be evaluated immediately after the proposal due date. During this time, the District may require an interview with our evaluation team. Clarifications on your proposal may be requested. You will be notified if either is requested.

Contractor(s) Negotiation

NOVEMBER 2017

Additional information: Contractor(s) negotiation will begin immediately after selection. If the District and any Contractor cannot reach mutually agreeable terms, the District reserves the right to reconsider other RFP responses and select a new contractor, or may elect to issue a new RFP.

Board Approval

NOVEMBER 2017

Additional information: Formal action by the Board of Directors shall be taken prior to the execution of the Service Agreement.

Start of Contractor Services

DECEMBER 1, 2017 (or as soon as feasible)

Additional information: The District desires the start of services at the earliest possible date they can be responsibly negotiated and provided.

PLEASE NOTE THAT THIS TIMELINE IS SUBJECT TO CHANGE.

III. CONTRACTOR DUTIES & LEVEL OF SERVICE

The Contractor will present a highly visible, operational force, which will identify report and/or correct problems and communicate them to the District staff and/or appropriate City of Los Angeles personnel. They will personify a customer service attitude to all stakeholders in the District. The frequency of performing these services on each of the block faces, planter beds & planters, bike racks, pavers, and trash receptacles within the District will be mutually agreed upon by the successful Contractor and the District.

Routine street team cleaning and maintenance services will follow industry standards including proper maintenance and cleaning techniques in an environmentally sensitive and appropriate manner in compliance with all local, state and federal laws. The services will address cleaning, maintenance and other services provided by the District as outlined in our Management District Plan which is available at: http://clkrep.lacity.org/online/docs/2016/16-0749_misc_06-24-2016.pdf

The Contractor must keep up to 60 blocks (which vary greatly in size and shape and include many partial blocks, see District Map, p. 23) clean and well-maintained. Service needs will vary throughout the District; Contractors are strongly encouraged to tour the District, study the Management District Plan carefully and note the differences in service levels/assessments in Zone 1 and Zone 2, and develop a plan that reflects the resources available for each Zone. The District desires a service plan that will foster and then maintain a clean District to benefit each and every parcel in the District. The Contractor should familiarize themselves with the nature and hours of operation of various uses in the District. Although there is no residentially-zoned property in the District, residential uses do exist, and any service plan must consider resident and live-work needs. Commercial, office, light industrial and public parcels also abound in the District. Hours of operation for these uses vary considerably; the Contractor's service plan should address how all these uses will be serviced effectively.

The district has many alleys; alleys throughout the district must be serviced as part of the clean program. Also within the District are improved and landscaped areas on the west side of Ocean Front Walk (OFW.) This includes but may not be limited to: the "grassy knoll" adjacent to OFW, all landscaped areas, all paved areas, and all areas improved with structures, including public restrooms. As part of the Service Agreement, the District may wish to consider using District Clean Team services to expand the hours of restroom operation and/or existing service levels. The Contractor should identify fees for this service as a "cost plus" fee.

As the District is brand new, an intensive deployment of Clean Team services is desired to establish a strong initial baseline of cleanliness throughout the District. Once the baseline is established, the following services are anticipated, at a minimum:

- Recurring manual sweeping with broom and pan of any sidewalks, curbs, gutters or alleys requiring cleaning
- Pressure washing as needed (and when water restrictions are not in effect)
- Removal and appropriate collection and disposal of dirt, leaves, debris, and waste
- Keep all public amenities and outdoor furniture, including but not limited to trash receptacles, seating, kiosks, planters, etc. free from soil, stain, trash, graffiti, vandalism
- Perform safety flagging for any hazards until they are addressed; notify the on-site manager immediately; in the event that the on-site manager is not available, report any hazard to District staff

- Vandalism, unsafe conditions or non-working equipment (e.g. defaced street sign, downed power pole, streetlight outages) that cannot be addressed by the Clean Team should be reported to 3-1-1 immediately if appropriate; if not, the Clean Team should alert the on-site manager immediately so that a solution can be identified depending on the specific situation.
- Remove graffiti, stickers, flyers, gum from the public right-of-way within 24 hours on any day in which the Clean Team operates
- For graffiti on private property, identify and contact the owner within two (2) days, and remove the graffiti within two (2) days after permission is granted and paint is furnished (if the owner chooses to provide their own paint.) For properties that are tagged repeatedly, the Clean Team should be proactive and ask the owner if he/she is willing to purchase their preferred paint that the BID can store and use.
- For vandalism (e.g. a broken window or damaged lock) on private property, identify and contact the owner within two (2) days
- Water landscaping as needed; be knowledgeable about and comply with any state or local watering restrictions
- Be knowledgeable about and comply with any regulations governing Clean Team services
- Avoid materials or methods that could damage or deteriorate exterior surfaces; if such damage occurs, correct such damage and notify both the on-site manager and District staff about the incident.
- Over time, develop an inventory and map of public infrastructure so that the District better understands the ongoing resources required to maintain it, and also so the District can assess whether new infrastructure is needed and where (e.g. trash receptacles). Trash receptacles, seating, tree wells and similar public amenities that have the highest demand for Clean Team services would be the highest priority to identify. Eventually, this inventory/map should include all items permanently affixed in the public right-of-way, including utility boxes, bike racks, etc.
- Work closely and collaboratively with District Safe Team staff to address issues as needed, and report issues that fall under the purview of the Safe Team .

IV. PROPOSAL

General Terms & Conditions

- **Term:** The District seeks an initial one-year Service Agreement with a minimum of two (2) one-year options to extend at the rate(s) identified in said agreement. The District shall not enter into any agreement with any Contractors beyond 12/31/2021.
- **Cancellation:** The District reserves the right to cancel or terminate the agreement with 30-day written notice for convenience or less for cause as defined in the written agreement with the Contractor. If the Contractor cancels or terminates the agreement, Contractor agrees to provide 90-day written notice so the District may avoid service interruption.
- **Quote:** The price you quote must be inclusive. Please take into account wages paid by other Districts and organizations that compete for similar talent, as well as the City of Los Angeles minimum wage and upcoming increases. If your price excludes certain fees or charges, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees. Please include fees for trash hauling and disposal. Your price must specify the type, quantity and cost of any equipment outlined your proposal. Separating standard services from optional services may aid us in evaluating your proposal.
- **Cost Plus:** As District needs may vary, and additional manpower may be required from time to time, please include a cost plus fee for each classification.
- **Subcontractors:** If the execution of work to be performed by the Contractor requires the hiring of sub-contractors, you must clearly state this in your proposal. Sub-contractors must be identified and the work the sub-contractor will perform must be defined. The District will not refuse a proposal based upon the use of sub-contractors; however, we retain the right to refuse sub-contractors you have selected. Subcontractor agreements shall include all requirements included in this RFP.
- **Authorized Representative:** The proposal must be signed by an authorized representative of the Contractor, which must be the actual legal entity that will perform the contract if awarded. If the proposal represents more than one firm/organization, an authorized representative of each firm/organization must sign the proposal.
- **Applicable Laws & Conditions:** The selected Contractor must be knowledgeable of and comply with all federal, state and local laws, including all City of Los Angeles codes, policies and procedures that relate to the provision of District services. The Contractor must obtain any certification or licensure deemed required by all jurisdictional agencies including the City of Los Angeles, the State of California, and the federal government before commencing operation of the Clean program. During Contractor negotiations, the District shall furnish the Contractor with a copy of the City-Venice Beach Property Owners Association (VBPOA) contract. This document contains numerous terms and conditions that govern District operations. The District Contractor must agree that they have reviewed and will abide by the terms and conditions of this contract. If the Contractor cannot agree to these terms and conditions, the District shall withdraw from negotiations with said Contractor.

Insurance

All Contractors and their subcontractors must meet the minimum insurance requirements as outlined below. Your proposal should clearly state current insurance/limits. If the Contractor's existing insurance does not meet the District minimum insurance requirements, please attest in the proposal that, if awarded a Service Agreement, you will obtain the required insurance within 30 days as a condition of award, or before work commences (whichever is sooner,) and that the costs outlined in your proposal have already taken into account all such costs of insurance.

During the life of the contract between the District and the Contractor, through companies approved by the District, the Contractor shall provide, pay for, and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work described in this RFP, by the contractor, his agents, representatives, employees, or subcontractors. Specific types are described below. Contractor's insurance shall be primary in all occurrences associated with the services outlined in this RFP. The cost of such insurance shall be included in the Contractor's bid, covering, at a minimum the following categories:

Commercial General Liability insurance shall include Premise and Operations, Personal and Advertising Injury, Contractual Liability, Independent Contractors, Broad Form Property Damage including Completed Operations and Products, and Completed Operations Liability Coverage. Such policy insurance shall have limits of liability not less than \$1,000,000 each occurrence; medical expenses \$5,000 (any one person); \$1,000,000 personal injury, and general aggregate of \$3,000,000. Liability Insurance Certificate will name the BID as an additional insured. Policy will include a waiver of subrogation, primary and noncontributory endorsement in favor of the District.

Automobile Bodily Insurance and Property Damage Liability insurance shall be written for not less than \$1,000,000 combined single limit. Limits of liability can be met by a Combined Primary Liability and Excess and/or Umbrella Liability Insurance policy of \$1,000,000 and contain a waiver of subrogation in favor of the District.

Workers' Compensation and Employers' Liability insurance shall be provided for all employees engaged in the work under this request, in accordance with the laws of the State of California. The amount of the employers' liability insurance shall not be less than: \$1,000,000 each accident, each employee, and include a waiver of subrogation in favor of the District.

Coverage in excess of these limits is welcomed. An umbrella policy of up to \$5,000,000 may be requested.

Additional Insurance Terms

All insurance coverage shall be provided by responsible agencies licensed to do business in California and with an A.M. Best's rating of no less than A:6 unless otherwise approved by the City of Los Angeles' Risk Manager. The insurance coverage and dollar limits required must be evidenced on properly executed Certificates of Insurance. The certificates and endorsements should be on forms provided by the District or the City of Los Angeles, or on other than the District and City of Los Angeles's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Los Angeles before work commences. The

District and the City of Los Angeles reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. Renewal certificates shall be provided no less than thirty working days prior to the expiration date of current coverage. Insurance policies shall contain, or be endorsed to contain the following provisions:

- **Commercial General Liability, Automobile Bodily Insurance and Property Damage Liability:** Venice Beach Property Owners Association dba Venice Beach Business Improvement District, its officers, officials, employees, and volunteers as well as the City of Los Angeles, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. The VBPOA, the City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage. For any claims related to this project, the Contractor's insurance coverage shall be primary and noncontributory and contain a waiver of subrogation as respects the VBPOA, its officers, officials, employees, and volunteers, as well as the City of Los Angeles, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Los Angeles, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- **Workers' Compensation and Employers' Liability:** The insurer shall agree to waive all rights of subrogation against the VBPOA and the City of Los Angeles, its officers, officials, employees, and volunteers for losses arising from activities and operations of the Contractor in the performance of services under the Agreement.
- **All Coverages:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the VBPOA and the City as set forth in the notice requirement of this Agreement. If the Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The VBPOA and the City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternatively, the VBPOA and the City may purchase such coverage (but has no special obligation to do so), and without further notice to the Contractor, the VBPOA and the City may deduct from sums due to the Contractor any premium costs advanced by the VBPOA and the City for such insurance.
- **Subcontractors:** The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- **Indemnity Agreement:** The Contractor shall sign an Indemnification and Hold Harmless Agreement, agreeing to the following: Indemnitor shall defend, indemnify, and hold harmless the VBPOA, board, officers, director, staff, property owners, merchants and vendors, the City of Los Angeles, members of its Council, boards, commissions, officers, agents, 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 outcome of any such claim or suit, resulting from the alleged acts or omissions of Contractor, its officers, agents, or employees in connection with the Agreement. Nothing contained herein shall be construed as obligating Indemnitor to indemnify VBPOA or City of Los Angeles, their Council, boards, commissions, officers, agents, volunteers, and employees for losses resulting from its sole or active negligence or willful misconduct.

Required Program Elements

Proposals must clearly define and demonstrate how the services to be provided will be accomplished. The District strongly recommends that after structuring your proposal as outlined on p. 14, you review this section to ensure that your proposal addresses all of the following elements:

- **On-Site Program Manager:** The program manager must be a hands-on, customer service-oriented, solution-oriented and proactive manager who is continually engaged with both the teams in the field and the executive staff of the District. This individual must develop a deep understanding of the community and its stakeholders and their needs. He/she must be able to spot problems and identify and implement solutions quickly. This individual will be principally responsible for making and adjusting staff assignments, creating deployment schedules, overseeing teams. As such, he/she should have the skills to support, inspire and discipline team members as required. Additionally, this individual shall advise executive staff and prepare and present program reports as required. Given the importance of this position, the District must be consulted in the selection process, have an opportunity to interview top candidates, and must approve the final hire. The District also reserves the right to require the Contractor to terminate or reassign the on-site manager. Please provide the job description and qualifications, hiring process and timeline, and the training process to ensure the fastest and highest likelihood of success in this position. Also describe the management structure to support that person within the company, including the human resources, training, and technological resources that are available to achieve success.
- **Team Members:** The individuals selected to serve as Clean Team members are expected to be task-oriented, highly capable of performing their duties, and require minimal supervision. In order to fulfill this requirement, the contractor will be required to develop an excellent recruitment program to ensure the right employees are selected, trained and perform their duties at an expected level. Please include information in your proposal that describes your employee screening and/or testing process(es.)
- **Maintaining and Replacing Staff:** The successful Contractor will provide the required long term/permanent staffing to execute the work required. The Contractor will be required to replace staff lost through attrition, disciplinary action, resignations, etc. within seven (7) days in an effort to maintain adequate staffing. Temporary staffing may be approved for up to 30 days.
- **Wages:** The Contractor can anticipate that staff will be compensated hourly at wages commensurate to the market rate necessary to attract and retain quality personnel. Please take into account wages paid by other Districts and organizations that compete for similar talent, as well as the City of Los Angeles minimum wage and upcoming increases.

Benefits: The Contractor should identify in its proposal any medical or other benefits provided to its employees. Benefits so outlined are the sole responsibility of the employee and/or Contractor and not the District.

- **Audit:** The District reserves the right to audit employee payroll records and review testing programs, policies and procedures, the employee handbook, other written information, and observe training. The Contractor shall furnish a weekly and monthly summary of hours of service provided. A weekly and monthly summary shall be provided to include significant events, problems noted, and an overall evaluation of performance with suggested corrective action where necessary.
- **Policies and Procedures:** The Contractor shall establish and publish detailed policies and procedures and provide an employee handbook for all employees. The Contractor will adopt and include in its employee handbook policies relating to personal conduct while on duty, conduct in the Operations Center, and customer service. These policies must receive prior approval from the District.
- **Training:** A top-quality training program is arguably the most important element of the Clean Team program. Training improves service delivery and reduces risk exposure. Your proposal should include both a classroom and an in-field training program that addresses both initial and ongoing training for all Team members. The District reserves the right to request additional training above and beyond the training program outlined by the selected Contractor. This training shall include, but not be limited to:
 - o Social sensitivity training, such as homelessness, mental illness, addiction, cultural diversity, discrimination-free, harassment-free and retaliation-free workplace, etc.
 - o Enhanced training to address emotional, mentally ill and aggressive behavior with a desired goal of deescalating such situations and requesting Safe Team support as needed
 - o Cleaning methods and materials
 - o Safety and operating procedures
 - o Role and procedures in various emergency situations
 - o First Aid/CPR/safety training
 - o Waste removal including hazardous waste handling
 - o Instruction on any judicial rulings which relate to the provision of District services
 - o Collection of data to quantify District service delivery
 - o Communications procedures and etiquette with District staff and emergency responders (9-1-1, 3-1-1, City or County departments, etc.)
 - o Uniform maintenance and appearance
 - o Proactive reporting (to on-site manager and/or executive management) of any District issues the Team cannot address (e.g. nonworking utilities, inaccessible graffiti, etc.)
 - o Proactive reporting of any workplace issues or disputes
- **Termination:** The District needs assurances that problem or underperforming employees will be dealt with in an expeditious manner. Hence, the District must have the right, at our sole discretion, to require the Contractor to terminate from the District assignment the On-Site Manager or any Contractor employee who does not meet the District's expectations with or without cause.

- **Uniforms:** The Contractor's staff is required to provide uniforms which are distinctive, highly visible and selected by the District. Uniforms shall feature the District logo, a distinctive color scheme, and will be clean and unwrinkled when worn. The uniforms are also required to be comfortable, durable, task appropriate, and designed for use in inclement weather. The Contractor will be responsible for providing and maintaining the uniforms. The uniforms are to be worn during working hours only, with an exception for getting to and from work. All Team members must be aware that all of their behavior while wearing the District uniform reflects upon the District. Any unprofessional behavior while in uniform will result in discipline or termination from District assignment, as appropriate.
- **Logo, Advertising:** The District will develop a logo for the exclusive use by the District. This logo shall not be used for other purposes without the written consent of the District. The Contractor will not use or refer to the VBPOA or the District, directly or indirectly, in any advertisement, news release or release to any publication without written consent of the District.
- **Equipment:** All equipment used by the Clean program shall be provided and maintained by the Contractor and must be for the exclusive purpose of performing contracted services for the District. The District will entertain the possibility that equipment purchased may be amortized for the duration of the contract so the District retains ownership. Each piece of large equipment must have the District logo prominently placed upon it. The District may require the Contractor to paint the equipment a specific color.
- **Supplies:** The Contractor shall provide all supplies based on the District's needs and requests including but not limited to cleaning supplies, chemicals, paint, gum removal solutions, soap and all other supplies that will be necessary for the proper execution of custodial and maintenance services herein specified. All products and supplies must be used in conformance with product instructions and the highest industry standards.
- **Parking:** Parking in the Venice area is extremely limited. Please identify any required parking for Contractor/District equipment or Contractor personnel as outlined in your proposal.
- **Trip Reduction:** The District will explore opportunities to encourage Contractor, its employees and subcontractors (if any,) to utilize carpools, public transit, bicycle and any other means that will reduce Contractor's vehicle trips to and within Venice. If your firm/organization has successfully implemented or has been involved in the implementation of any such trip reduction plans, please provide this information in your proposal.
- **Reporting & Performance Management:** The Contractor should describe its recommended communication process with District staff, including regular written reports and standing meetings to discuss operational and managerial issues. Contractors are also encouraged to provide a list of recommended and optional metrics for the Clean Team. Contractors should describe the data collection and reporting process as well as the time, resources and equipment (including any hardware or software) required to produce the reports. Contractors are encouraged to select data collection and reporting methods that are as efficient, paperless and customizable as possible. The Contractor must provide regular, periodic reports (daily, weekly, monthly, quarterly and/or annual) that may include, but are not limited to:
 - o Staffing count
 - o Hours worked

- Calls for service
 - Incident reports
 - Stakeholder contacts
 - Trash collection (quantified in bags and/or tons)
 - Bulky item pickup or removal
 - Incidents of pet, human or other hazardous waste
 - Graffiti/gum/sticker/flyer removal
 - Vandalism
 - Requests to 9-1-1, 3-1-1 or other government agencies for services
- Please include a list of BIDs, DMOs or any other relevant organizations with which you have contracted or partnered. For each, please include: 1) a contact (name, title, organization, phone, email,) 2) the nature of the relationship, 3) the duration of the relationship, and 4) a succinct description of the key achievements of each contract or partnership.
 - If a Contractor disagrees with any of the suggested program elements above, please clearly identify and explain your alternative approach to that particular program element in your proposal.

Required Format

Proposals are to be in compliance with the format defined below. **Proposals must address each section fully and be organized in the following manner to ensure a uniform review process. Please use the exact same Section (1, 2, 3, 4 etc.) and Subsection (a, b, c, d, etc.) headings below. This is essential to make it easy for the Venice Beach BID to compare proposals.** If a subsection question does not apply to your organization/proposal, include the subsection (a, b, c, d, etc.) followed by N/A and an explanation if needed.

1) Table of Contents

2) Letter of Transmittal which shall:

State the proposer's understanding of the work to be done, making a positive commitment to perform the work.

3) General Information

- a. Contractor name contact information and website.
- b. State if business is local, national, international and indicate the business legal name and form of entity.
- c. Authorized contact name with phone and email.
- d. Authorized backup contact with phone and email.
- e. Name of parent company (if any) or subsidiary.
- f. Number of years in operation, date and location of incorporation.
- g. Location of the home office from which the support work is to be provided and the number of professional staff employees at the office.

4) Pricing

Contractor should provide cost, overhead, profit, and total expense for each expense category for each of three years for District's Street Team services in your response to the scope of services, including the following:

- a. Total number of hours and associated cost provided by cleaning functions, excluding management time, by week, month, and year.
- b. Total number of hours and associated cost of management hours, by week, month, and year.
- c. Employee cost by month and year by class and function of employee, including hourly rate, benefits, worker's compensation, overhead, and profit. The proposal should also identify employees who are full time versus part time, and spell out benefits that are provided to each part-time and full-time employee.
- d. Other operating cost by class and function, for example training, uniforms and cleaning supplies.
- e. Equipment cost, and amortization over term of contract.
- f. A list of supplies, uniforms, and equipment anticipated for purchase.
- g. Using experience from other markets, the Contractor should also identify an appropriate amount that should be set aside for contingencies, including unanticipated hours, equipment, supplies, fees, or other expenses.
- h. Any other overhead, profit allocation, surcharges, or expenses of any kind.
- i. Pricing is subject to all regulatory requirements.
- j. Pressure washing (cost per hour)
- k. Gum removal (cost per UOM)
- l. Planter maintenance
- m. Additional clean team personnel (cost per hour)
- n. Cost plus value per classification (for special events or seasonal needs)

4) Qualifications & Insurance

- h. Business unit individuals by name to be responsible for providing/managing contracted services, including resumes of individuals.
- i. Describe role of individual(s) in managing contract and percentage of time expected to be devoted to contract.
- j. Identify the frequency that Senior Management will make announced and unannounced on-site visits (min of quarterly), include a description of the evaluation criteria to be used. Present your management and service philosophy and how your firm would partner with the District in providing Clean Team services.
- k. Provide an overview of experience and expertise in providing Clean Team services to other Business Improvement Districts, and include a list of current and past BID clients.
- l. Identify your Commercial General Liability Insurance policies held in conjunction with current contracts for programs like the District's Clean Program. Include details of policy limit amounts, as well as a summary of your risk management policies and practices.

5) Narrative Description

- a. Include an overview of services to be provided. Explain how Clean Team employees will be instructed to perform their jobs and handle a variety of situations; how they will communicate with each other and how they will report on their activities.

- b. Clearly define how the services will be provided and accomplished. Please include as much detail as applicable and specific examples of how your firm has planned, deployed, executed, evaluated and refine services.
- c. Describe your management team depth, including the ability to manage and support the team(s) if the On-Site Manager decides to leave or is terminated.
- d. Describe any other company systems, services, and or procedures that augment or enhance your Clean Team services offering.
- e. Please provide your expectations of how the District is involved in the oversight of the contract and program management.

6) Implementation Plan

Include an outlined plan to establish a new program, including timeline. If selected for interviews, Contractor will be asked to provide a detailed plan.

7) Recruitment

- a. Description of personnel policies and practices, including equipment requirements, protocols for pre-employment and hiring process, grooming, background screening, and selection procedures.
- b. Describe your ability to hire, train, and manage your employees, and in particular your On-Site Manager. Give examples from other programs or BIDs.
- c. Provide complete information about employee benefits.
- d. Explain how Venice-based, West LA-based, and/or Los Angeles-based staff will be recruited and what criteria and means will be used to recruit staff.
- e. Describe the expected role the District will play in the initial and ongoing recruitment activities.
- f. Detailed Deployment Schedule
- g. Training: Provide details of proposed training (both initial and ongoing), including topics, instructors, schedule, etc. Include training module with learning objectives. Include any training for any specialized equipment used.

8) Performance Improvement, Management & Reporting

- a. Please describe the methods you use to evaluate these attributes and methods for seeking improved performance.
- b. Provide sample copy of Contractor's forms and procedures for investigating and reporting incidents.
- c. Explain how you propose to be held accountable by the District and how performance of the Clean Team program will be measured and demonstrated.
- d. Describe the various periodic reporting matrices that will be used that support data-based decision making and "telling the story".
- e. Describe evaluation procedures and the role the District will have in such activities.

9) Equipment & Uniforms

Provide complete list of proposed equipment and uniform requirements for ongoing Clean Team cleaning and maintenance work including details as follows:

- a. Cleaning supplies and tools for manual cleaning and safe handling of materials.

- b. Cleaning equipment (steam cleaners, power washers, gum removers etc.), which shall be maintained in working order.
- c. Vehicles needed for transportation or disposal of garbage.
- d. Reporting equipment which is utilized to track work orders, respond to complaints, or generate reports on accomplishments.
- e. Describe how equipment will be maintained.

Contractors are encouraged to include within their proposals any additional equipment that may enhance the services provided by the Clean Team.

10) Communications and Technology

Describe the following aspects of the Clean Team communications and reporting system to include details such as:

- a. What equipment will be needed to maintain contact with the office, fellow team members, and supervisors and management?
- b. How will complaints and requests for service be received and dispatched for action?
- c. What are the capabilities of the communications system to make reports, track incidents, and provide analysis?
- d. How will technology will be used to collect, access and utilize activity data?

11) References

- a. Provide at least three contact names and contact information including phone and email addresses for similar-sized BID contracts with other organizations, or, work with other businesses where outdoor Clean Team work has been performed. Additional references are welcomed.

Additional Package Requirements

- 10 bound copies
 - 1 unbound copy
- Please deliver the above via USPS with delivery confirmation, UPS, FedEx, courier or personal delivery to:
 Board of Directors, Venice Beach BID, 8 Horizon Ave, Venice, CA 90291
Hours of operation: 9 AM – 4:30 PM M-F except holidays
 Please note that no one will be available at this address to answer questions; this is a receiving location only.
- Proposals must be received by Thursday, October 19, 2017 at 3PM (PST.)
 - Proposals received after this time will not be considered. Bidders may request clarification during the question and answer period. Proposals must clearly define and demonstrate how the services to be provided will be accomplished.
- 1 digital copy in PDF format via email to: admin@venicebeachbid.com
 Please do not send the file on a CD with your proposal copies. CDs will be discarded.
 Please do not send the file via any method that requires us to obtain/download any software.
 If your proposal exceeds allowable file size limits, Google Drive shares will be accepted in lieu.
 Please be sure your link works (we recommend testing it.) Share it with:
admin@venicebeachbid.com

- The price you quote must be inclusive. If your price excludes certain fees or charges, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees.
- If the execution of work to be performed by your company requires the hiring of sub-contractors, you must clearly state this in your proposal. Sub-contractors must be identified and the work the sub-contractor will perform must be defined. The District will not refuse a proposal based upon the use of sub-contractors; however, we retain the right to refuse sub-contractors you have selected.
- The proposal must be signed by an authorized representative of the proposer, which must be the actual legal entity that will perform the contract if awarded.

V. PROPOSAL REVIEW

Review Process

Proposals will be evaluated immediately after the proposal due date. During this time, the District may require an interview with our evaluation team. Clarifications on your proposal may be requested. You will be notified if either is requested.

The evaluation team will select one or more Contractor(s). Contractor(s) negotiation(s) will begin immediately after selection. If the District and any Contractor cannot reach mutually agreeable terms, the District reserves the right to reconsider other RFP responses and select new contractor(s), or may elect to issue a new RFP.

Formal action by the Board of Directors shall be taken prior to the execution of the Service Agreement.

Timeline

The desired timeline is outlined in Section II. This timeline is subject to change.

Evaluation Criteria

The District reserves the right to choose any vendor for this service, regardless of the bidding price. The District also reserves the right to refuse any and all vendors who submit proposals. Many factors will be weighed in the selection process. The District will review all proposals for completeness; any that are incomplete may be deemed as nonresponsive and rejected. In selecting a contractor, the District will weigh most heavily on the following:

- Prior experience in managing similar Clean programs, and in similar districts
- Quality of client references with similar programs Company track record of excellence in customer satisfaction
- Prior experience working with municipal government departments and local police
- Overall cost of program
- Use of technology for enhancing performance, efficiency, and effectiveness of program
- Creativity and efficiency in deployment of Clean programs
- On-site management and Clean Team members hired locally
- Quality of hiring and screening process
- Quality of training, especially in safety and customer service
- Responsiveness and involvement of executive leadership of Contractor company
- On-going performance improvement practices
- A thorough understanding of the district and its specific requirements

Proposal Rejection

The District reserves the right to reject any or all proposals and to accept or reject any part of the proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the District. The District shall not pay any costs or losses incurred by any applicant at any time, including but not limited to the cost of responding to the RFP.

All proposals may be subject to requests made under the California Public Records Act. As such the District will follow the law as it relates to third-party proprietary information and will notify all applicants if all or a portion of their proposal is requested under the Act.

Proposal Costs

The District shall not pay any costs or losses incurred by any Contractor applicant at any time, including but not limited to the cost of research, or preparation or presentation of proposal, suspension or termination of agreement negotiations, opening negotiations with additional Contractors, selection of a new Contractor or negation of Service Agreement.

VI. AGREEMENT NEGOTIATION AND EXECUTION

Contractor Acceptance

The District may invite a subset of respondents to make presentations to a Selection Committee or Board as part of the evaluation and selection process. Once the Committee or Board has made a recommendation and the District has made a decision, the District will notify each Contractor in writing to state the acceptance or decline of their proposal. The District reserves the right to accept, reject or renegotiate all or part of the proposals.

Contractor Negotiation

Upon acceptance of a Contractor, the District and Contractor will enter into good faith negotiations for an initial Service Agreement, including, but not limited to, the terms in the Contractor's proposal response to this RFP. Agreement will include industry standard terms that are not included in this RFP, including, but not limited to: indemnification and hold harmless, warranty, non-discrimination, no transfer of interest without written approval, independent contractor, subcontracting only with written approval, compliance with federal, state and local laws, accurate and available records for inspection, conflict of interest, termination, etc.

Agreement Execution

Upon or near final agreement, it is expected that District Management and Contractor will make a joint presentation of Service Agreement to the board of directors with summary work plan and timeline for deployment. Contractor understands that a formal vote of the Board of Directors' approval shall be taken in order to award and execute the Service Agreement.

APPENDIX

