

Lincoln Heights Benefit Association of Los Angeles

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1. INTRODUCTION

RFP Overview

The Lincoln Heights Business Improvement District (“District”) requests proposals for its Clean program. Sections of this RFP may reference both clean and safe programs, as both must work in tandem for the well-being of the District.

This is a proposal request for a Fee-for-Service Service Level Agreement (“Agreement”). The District will not dictate the number of staff or types of equipment required; the District will leave that up to the individual Contractor to determine. The District is seeking a Contractor who 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 Districts
- 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 and all other requirements outlined in this proposal, including but not limited to the “Required Format” outlined. Late proposals will not be considered; the District may disqualify any proposal that fails to meet other requirements outlined in this proposal.

District Overview

The District lies entirely within the City of Los Angeles. The proposed District generally includes all zoned properties (See boundary map). The District shall sunset on 12/31/2033 unless renewed by a vote of the District property owners.

District Goals

The Lincoln Heights BID is unique, 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 (which contain residential uses.) 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 district's unique needs.

The District aims to create a safer, cleaner, and all-inclusive experience by developing and implementing a successful, clean, safe program.

Resources

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

- Greater Lincoln Heights Management District Plan:
www.LHBALA.org
- City of Los Angeles BIDs Website:
<https://clerk.lacity.gov/clerk-divisions/bids>
- California Streets & Highways Code §36600 *et seq.*

Expectations

The District expects all Contractors to demonstrate a high awareness of our District. The District cannot emphasize

strongly enough how important it is to produce a proposal that reflects knowledge and understanding of the Lincoln Heights 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 apply 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.

2. TIMELINE

Advertisement / Circulation **April 15, 2024**

Proposals Due **June 3, 2024**

Additional information: Only on-time proposals shall be considered. Please comply with any RFP requirements to avoid disqualification.

Contractor Selection/Negotiation **June 2024**

Additional information: Proposals will be evaluated immediately after the proposal's due date. During this time, the District may require an interview with the Clean Committee. Clarifications on your proposal may be requested. You will be notified if either is requested. 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 issue a new RFP.

Board Approval **June 2024**

Additional information: Formal action by the Board of Directors shall be taken before executing the Service Agreement.

Start of Contractor Services **July 1, 2024 (or as soon as feasible)**

Additional information: The District desires to start services as soon as possible so they can be responsibly negotiated and provided.

PLEASE NOTE: TIMELINE IS SUBJECT TO CHANGE.

3. CONTRACTOR DUTIES & LEVEL OF SERVICE

The Contractor will present a highly visible operational force to 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 block face and around the corner, 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 the Management District Plan (see resources)

The Contractor must keep the District 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, 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 to foster and maintain a clean district that benefits every parcel within the district. The Contractor should familiarize themselves with the nature and hours of operation of various uses in the District. Commercial, office, light industrial, and public parcels are included in the District. Hours of operation 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. This includes but may not be limited to all landscaped areas, all paved areas, and all areas improved with structures.

The following services are anticipated, at a minimum:

- 3.1 Recurring manual sweeping with broom and pan of any sidewalks, curbs, gutters, and alleys requiring cleaning
- 3.2 Pressure washing regularly
- 3.3 Removal and appropriate collection and disposal of dirt, leaves, debris, waste, and bulky items.

- 3.4 Keep all public amenities and outdoor furniture, including but not limited to trash receptacles, seating, kiosks, planters, etc., free from soil, stain, trash, graffiti, and vandalism.
- 3.5 Set up and tear down of the Lincoln Heights Certified Farmers Market
- 3.6 Vandalism, unsafe conditions, or non-working equipment (e.g. defaced street sign, downed power pole, streetlight outages) that the Clean Team cannot address should be reported to 3-1-1 immediately if appropriate; if not, the Clean Team should alert the Clean manager immediately so that a solution can be identified depending on the specific situation.
- 3.7 Remove graffiti, stickers, flyers, and gum from the public right-of-way within 24 hours on any day the Clean Team operates.
- 3.8 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 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.
- 3.9 For vandalism (e.g. a broken window or damaged lock) on private property, identify and contact the owner within two (2) days
- 3.10 Water landscaping weekly; be knowledgeable about and comply with state or local watering restrictions. Knowledge of and access to LADWP's recycled water in Los Angeles is a plus.
- 3.11 Be knowledgeable about and comply with any regulations governing Clean Team services.
- 3.12 Avoid materials or methods that could damage or deteriorate exterior surfaces; if such damage occurs, correct such damage and notify both the Clean manager and District staff about the incident.
- 3.13 Over time, an inventory and map of public infrastructure should be developed so the district better understands the ongoing resources required to maintain it. Also, the District can assess whether new infrastructure is needed and where (e.g., trash receptacles). Trash receptacles, seating, tree wells, and similar public amenities with the highest demand for Clean Team services would be the 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.
- 3.14 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.

4. PROPOSAL

General Terms & Conditions

- 4.1 **Term:** The District seeks an initial one-year Service Agreement with a minimum of three-year options to extend at the rate(s) identified in said agreement. The District shall not enter into any agreement with any Contractors that extend after 12/31/2033.
- 4.2 **Cancellation:** The District reserves the right to cancel or terminate the agreement with a 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, the Contractor agrees to provide 90-day written notice so the District may avoid service interruption.
- 4.3 **Quote:** The price quoted must be inclusive. Please consider wages paid by other districts and organizations that compete for similar talent, the City of Los Angeles minimum wage, and upcoming increases. If the price excludes certain fees or charges, there must be a detailed list of excluded fees with a complete explanation of the nature of those fees. Please include fees for trash hauling and disposal and onsite Clean Manager. The price must specify the type, quantity, and cost of equipment outlined in the proposal. Separating standard services from optional services may aid in evaluating the proposal.
- 4.4 **Cost Plus:** As District needs may vary, and additional manpower may be required occasionally, please include a cost-plus fee for each classification.
- 4.5 **Subcontractors:** If the execution of work to be performed by the Contractor requires the hiring of subcontractors, you must clearly state this in your proposal. Subcontractors' must be identified, and the subcontractor's work must be defined. The District will not refuse a proposal based on subcontractors' use; however, we retain the right to refuse your selected subcontractors. Subcontractor agreements shall include all requirements included in this RFP.

- 4.6 **Authorized Representative:** The proposal must be signed by an authorized representative of the Contractor, the 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.
- 4.7 **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 Lincoln Heights Business Improvement District 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.

5. 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, their agents, representatives, employees, or subcontractors. Specific types are described below. The 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:

- 5.1 **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 \$2,000,000 for each occurrence and 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. The policy will include a waiver of subrogation and primary and noncontributory endorsement in favor of the District.
- 5.2 **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.
- 5.3 **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 employers' liability insurance shall not be less than \$1,000,000 for each accident and each employee and include a waiver of subrogation in favor of the District.

Coverage above 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 rating of no less than A:6 unless otherwise approved by the City of Los Angeles' Risk Manager. The insurance coverage and dollar limits 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 other than the District and City of Los Angeles's forms, provided those forms and endorsements conform to the requirements. The City of Los Angeles must receive and approve all certificates and endorsements before work commences. The District and the City of Los Angeles reserve the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time. Renewal certificates shall be provided no less than thirty working days before the expiration date of current coverage. Insurance policies shall contain, or be endorsed to contain, the following provisions:

- 5.4 Commercial General Liability, Automobile Bodily Insurance, and Property Damage Liability:** Lincoln Heights Benefit Association of Los Angeles (LHBALA) dba Lincoln Heights 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 concerning liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and concerning 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, the Insurance Services Office uses additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage under the commercial umbrella, if any. The LHBALA, the City, and other additional insureds mentioned in this paragraph shall not become liable for any payment of premiums to carriers for such coverage because of their inclusion as additional insureds. For any claims related to this project, the Contractor's insurance coverage shall be primary and noncontributory and contain a waiver of subrogation concerning the LHBALA, 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 more than the Contractor's insurance and shall not contribute to it.
- 5.5 Workers' Compensation and Employers' Liability:** The insurer shall agree to waive all rights of subrogation against the LHBALA 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.
- 5.6 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 LHBALA and the City as outlined in the notice requirement of this Agreement. If the Contractor, for any reason, fails to maintain insurance coverage that is required under this Agreement, the same shall be deemed a material breach of contract. At its sole option, the LHBALA and the City may terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternatively, the LHBALA and the City may purchase such coverage (but has no special obligation to do so), and without further notice to the Contractor, the LHBALA and the City may deduct from sums due to the Contractor any premium costs advanced by the LHBALA and the City for such insurance.
- 5.7 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.
- 5.8 Indemnity Agreement:** The Contractor shall sign an Indemnification and Hold Harmless Agreement, agreeing to the following: Indemnitor shall defend, indemnify, and hold harmless the LHBALA, 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 LHBALA or the 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.

6. Required Program Elements

Proposals must clearly define and demonstrate how the services will be accomplished. The District strongly recommends that after structuring the proposal, this section is reviewed to ensure that the proposal addresses all of the following elements:

- 6.1 On-Site Clean 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, its stakeholders, and their needs. He/she must spot problems and identify and implement solutions quickly. This individual will make and adjust staff assignments, create deployment schedules, and oversee teams. As such, he/she should have the skills to support, inspire, and correct team members as required. This individual shall advise executive staff and prepare and present monthly 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 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, the 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 available to achieve success.

- 6.2 **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. To fulfill this requirement, the contractor must develop a recruitment program to ensure the right employees are selected and 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.)
- 6.3 **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 to maintain adequate staffing. Temporary staffing may be approved for up to 30 days.
- 6.4 **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 consider wages paid by other districts and organizations that compete for similar talent, the City of Los Angeles minimum wage, and upcoming increases.
- 6.5 **Benefits:** The Contractor should identify any medical or other benefits provided to its employees in its proposal. The outlined benefits are the sole responsibility of the employee and/or Contractor, not the District.
- 6.6 **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 monthly summary of service hours provided. A monthly summary shall include significant events, problems noted, and an overall performance evaluation with suggested corrective action where necessary.
- 6.7 **Policies and Procedures:** The Contractor shall establish and publish detailed policies and procedures and provide an employee handbook. The Contractor will adopt and include policies relating to personal conduct while on duty, conduct in the Operations Center, and customer service in its employee handbook. These policies must receive prior approval from the District.
- 6.8 **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 a classroom and an in-field training program that addresses initial and ongoing training for all Team members. The District reserves the right to request additional training above and beyond the program the selected Contractor outlined. This training shall include, but not be limited to:
 - 6.8.1 Diversity, equity, and inclusion training includes training in unhoused, mental illness, addiction, cultural diversity, discrimination-free, harassment-free, and retaliation-free workplaces, etc.
 - 6.8.2 Enhanced training to address emotional, mentally ill, and aggressive behavior with a desired goal of de-escalating such situations and requesting Safe Team support as needed
 - 6.8.3 Cleaning methods and materials
 - 6.8.4 Safety and operating procedures
 - 6.8.5 Role and procedures in various emergencies
 - 6.8.6 First Aid/CPR/safety training
 - 6.8.7 Waste removal, including hazardous waste handling
 - 6.8.8 Instruction on any judicial rulings that relate to the provision of District services
 - 6.8.9 Collection of data to quantify District service delivery
 - 6.8.10 Communication procedures and etiquette with District staff and emergency responders (9-1-1, 3-1-1, City or County departments, etc.)
 - 6.8.11 Uniform maintenance and appearance
 - 6.8.12 Proactive reporting (to the on-site manager and/or executive management) of any District issues the Team cannot address (e.g., nonworking utilities, inaccessible graffiti, etc.)
 - 6.8.13 Proactive reporting of any workplace issues or disputes
- 6.9 **Termination:** The District needs assurances that problems or underperforming employees will be dealt with expeditiously. At our sole discretion, the District must have the right 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.
- 6.10 **Uniforms:** The Contractor's staff must provide distinctive, highly visible, and selected uniforms by the District. Uniforms shall feature the District logo and a distinctive color scheme and will be clean and unwrinkled when worn. The uniforms must also 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, except for getting to and from work. All Team members must know that 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.
- 6.11 **Logo, Advertising:** The District will develop a logo for the exclusive use of 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 LHBALA or the District, directly or indirectly, in any advertisement, news release, or release to any publication without written consent of the District.
- 6.12 **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 large piece of equipment must prominently have the District logo. The District may require the Contractor to paint the equipment a specific color.
- 6.13 **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, and where allowed, they should be environmentally friendly.
- 6.14 **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 and 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:
- 6.14.1 Staffing count
 - 6.14.2 Hours worked
 - 6.14.3 Calls for service
 - 6.14.4 Incident reports
 - 6.14.5 Stakeholder contacts
 - 6.14.6 Trash collection (quantified in bags and tons)
 - 6.14.7 Bulky item pickup or removal
 - 6.14.8 Incidents of pet, human, or other hazardous waste
 - 6.14.9 Graffiti/gum/sticker/flyer removal
 - 6.14.10 Vandalism
 - 6.14.11 Requests to 9-1-1, 3-1-1, or other government agencies for services
- 6.15 Please include a list of BIDs or any other relevant organizations you have contracted or partnered with. For each, please include:
- 6.15.1 a contact (name, title, organization, phone, email)
 - 6.15.2 the nature of the relationship,
 - 6.15.3 the duration of the relationship, and
 - 6.15.4 a succinct description of the key achievements of each contract or partnership.
- 6.16 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.

7. Required Format

Proposals are to comply 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 same Section (1, 2, 3, 4, etc.) and Subsection (1.1, 2.1, etc.) headings below. **This is essential to make it easy for the Lincoln Heights 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 the business is local, national, or international, and indicate the business's 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 the parent company (if any) or subsidiary.
- f. Number of years in operation, date, and location of incorporation.
- g. The home office location from which the support work is to be provided and the number of professional staff employees there.

4) Pricing

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

- a. Total hours and associated costs 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 costs by month and year, as well as class and function of the employee, include the hourly rate, benefits, worker's compensation, overhead, and profit. The proposal should also identify full-time versus part-time employees and spell out benefits provided to each part-time and full-time employee.
- d. Other operating costs by class and function, for example, training, uniforms, and cleaning supplies.
- e. Equipment costs and amortization over the term of the 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 set aside for contingencies, including unanticipated hours, equipment, supplies, fees, or other expenses.
- h. Any other overhead, profit allocation, surcharges, or expenses.
- i. Pricing is subject to all regulatory requirements.
- j. Pressure washing (cost per hour)
- k. Gum removal (cost per UOM)
- l. Planter maintenance & weeding
- m. Additional clean team personnel (cost per hour)
- n. Cost plus value per classification (for special events or seasonal needs)

5) Qualifications & Insurance

- a. Business unit individuals by name to be responsible for providing/managing contracted services, including resumes of individuals.
- b. Describe the role of the individual(s) in managing the contract and the percentage of time expected to be devoted to the contract.
- c. Identify the frequency that Senior Management will announce and unannounced on-site visits (min of quarterly), including a description of the evaluation criteria. Present your management and service philosophy and how your firm would partner with the District in providing Clean Team services.
- d. 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.
- e. Identify your Commercial General Liability Insurance policies in conjunction with current contracts for programs like the District's Clean Program. Include details of policy limit amounts and a summary of your risk management policies and practices.

6) 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 various situations, how they will communicate with each other, and how they will 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 refined services.
- b. 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.

- c. Describe any other company systems, services, and procedures that augment or enhance your Clean Team services offering.
- d. Please provide your expectations of how the District oversees the contract and program management.

7) Implementation Plan

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

8) Recruitment

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

9) Performance Improvement, Management & Reporting

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

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

11) 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 managers 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?

12) 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

- 1 digital copy in PDF format via email to: Misty.lwatsu@LHBALA.org
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 instead. Please be sure your link works (we recommend testing it.) Please share it with Misty.lwatsu@LHBALA.org
- 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 hiring 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 sub-contractors use; 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.

8. PROPOSAL REVIEW

Review Process

Proposals will be evaluated after the proposal's due date. During this time, the District may require an interview with the Clean committee. 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.

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 all vendors submitting 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
- The overall cost of the program
- Use of technology to enhance the performance, efficiency, and effectiveness of the program
- Creativity and efficiency in the 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 proposals and accept or reject any part of the proposal. It also reserves the right to waive any technical defects or minor irregularities, which, at its discretion, are in the District's best interest. 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 regarding third-party proprietary information and 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, 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.

AGREEMENT NEGOTIATION AND EXECUTION

Contractor Acceptance

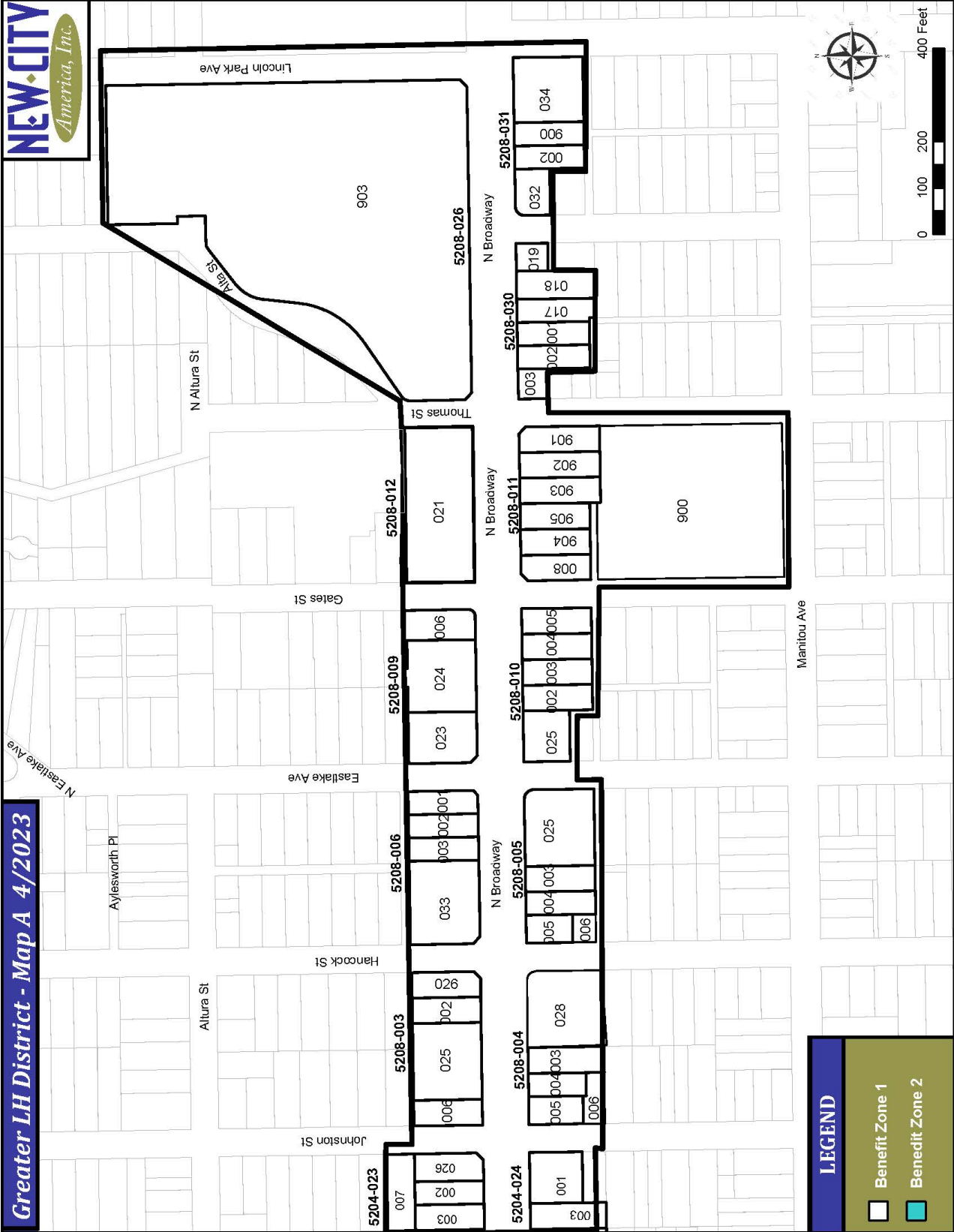
The District may invite a subset of respondents to present to a Selection Committee or Board as part of the evaluation and selection process. Once the Committee or Board has made a recommendation and the District has made a decision, the District will notify each Contractor in writing to state the acceptance 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. The 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

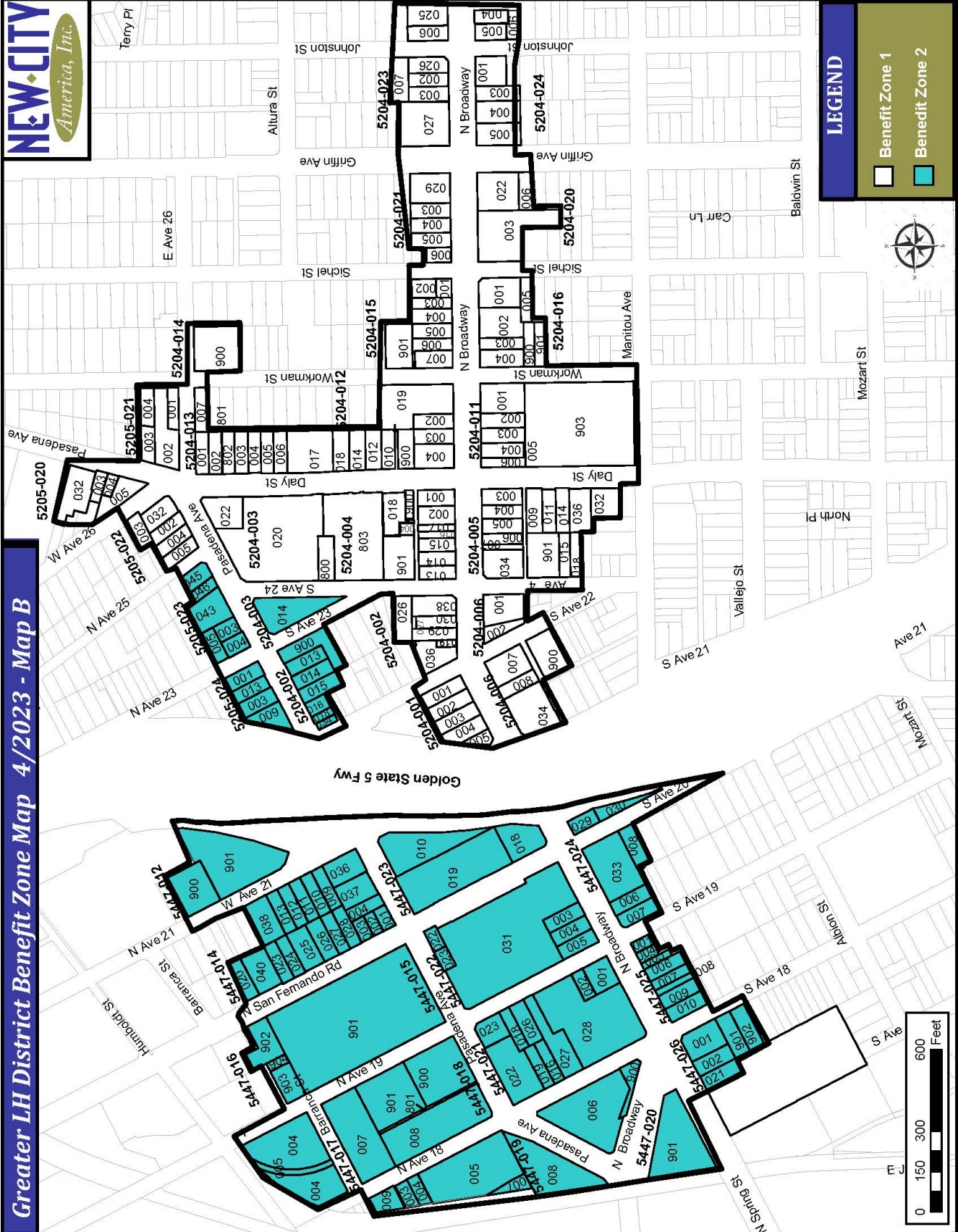
Upon or near the final agreement, it is expected that District Management and Contractor will make a joint presentation of the Service Agreement to the board of directors with a summary work plan and timeline for deployment. The contractor understands that a formal vote of the Board of Directors' approval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



LEGEND

- Benefit Zone 1
- Benefit Zone 2





LEGEND

- Benefit Zone 1
- Benefit Zone 2

