



Historic Core Business Improvement District Safety Program

Request for Proposals
May 5, 2022

RESPOND TO:
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1. REQUEST FOR PROPOSAL OVERVIEW

- 1.1.** The Historic Core Business Improvement District (HCBID), a non-profit public benefit corporation, funded by a Property-Based Assessment District in the Historic area of Downtown Los Angeles, is seeking proposals from those interested in creating and operating a Safety Program in the District.
- 1.2.** In its sole discretion, the HCBID reserves the right to:
- (1) withdraw this Request for Proposals without notice;
 - (2) accept or reject any or all submittals;
 - (3) accept submittals which deviate from the RFP as the HCBID deems appropriate and in its best interest; and
 - (4) extend the response period or reissue the RFP at a later date.
- 1.3.** The HCBID reserves the right to negotiate with any, all, or none of the applicants responding to the RFP. Following submission, the applicant agrees to deliver such further details, information, and assurances relating to the purpose of providing a Safety Program. Presentations regarding submissions may be required at the sole discretion of the HCBID and may include a review of current services offered at other locations.
- 1.4.** The HCBID shall have no obligation or liability with respect to this RFP and/or this selection and award process, nor does the HCBID make any representation that an award will be made. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this disclaimer and agrees to be bound by the terms hereof. The HCBID reserves the right to use any information submitted in response to this document in any manner it deems appropriate in evaluating the services proposed unless otherwise stated.
- 1.5.** Proposals from interested applicants must be received by 2:00 p.m. on May 31, 2022 at the HCBID office or electronically.
- 1.6.** Any and all costs and expenses associated with the preparation of any report or statement in response to the RFP shall be borne by the applicant.
- 1.7.** Any questions regarding this document should be submitted to:
- Blair Besten, Executive Director
Historic Core Business Improvement District
209 West 5th Street, LA, CA 90013
(213) 488-1901
blair@historiccore.com

- 1.8.** The Historic Core Business Improvement District's purpose is to provide special benefits beyond those provided by the City of Los Angeles. Property owners within the HCBID boundaries (see Map, Attachment A) pay a special assessment designed to fund these benefits, which focus on improving the physical and economic environment and creating a safe and inviting atmosphere. One of the most important elements needed to achieve this goal, and one that warrants special attention, is providing management of public safety on District streets.
- 1.9.** Property owners, tenants, and visitors have expressed that they feel much safer with a higher, more visible presence that can be provided by a Safety Program. Safety Ambassadors are hosts who will be trained in a variety of tasks, including responding to reported safety concerns, acting as a visible deterrent, engaging homeless individuals to connect them with services, providing information to visitors, offering escort services for employees, and reporting sanitation and/or special issues pertaining to overall look and feel of the district. Other California cities that host similar programs are Long Beach, Pasadena, Santa Monica, and individual neighborhoods in Downtown Los Angeles.
- 1.10.** The HCBID Safety Program will be carefully coordinated with existing municipal services such as those provided by the Los Angeles Police Department (LAPD) and the Los Angeles Sheriff's Department (LASD.) Safety Ambassadors should carry appropriate communications devices to contact these agencies as appropriate.
- 1.11.** The HCBID Safety Program will be deployed within the boundaries of the district. The HCBID will manage program coordination and will provide an office and equipment storage space for the Safety Program.
- 1.12. **Proposals must include a breakdown of costs for services on a yearly basis through December 31, 2023, taking into account anticipated wage increases.****
Costs breakdowns must include costs for personnel showing all details: pay rate, insurance, weekly hours proposed, annual hours proposed, benefits, and overhead or profit. Cost breakdowns must include annual costs for uniforms, equipment, supplies, administrative support and supplies, utilities, and any other necessary items as separate items.

2. AREA OF SERVICES

- 2.1.** The Contractor will provide the HCBID with a Safety Program that works within the boundaries of the Business Improvement District (see Map, Attachment A). It is crucial for the success of the Safety Program that this coverage be documented and proven.
- 2.2.** Safety Ambassadors will cover designated areas on a specific schedule, determined in advance by the HCBID and the Contractor.

3. TERMS AND CONDITIONS OF THE CONTRACT

3.1. The term of this contract will be from contract execution until December 31, 2023. Thereafter, the HCBID will have the option to renew said contract on a month-to-month basis for up to three (3) additional years.

3.2. The HCBID may terminate the contract without penalty at any time, with or without cause, by giving the contractor thirty (30) days prior written notice of its election to terminate. In the event the Contractor fails to perform services or is in default under the terms of the contract, the HCBID may terminate the contract immediately and the Contractor shall be paid only for the services provided, less any damages or costs incurred by the HCBID in the termination of the contract.

4. SAFETY PROGRAM CRITERIA. To achieve HCBID Safety Program's desired results, the Contractor must adhere to the following criteria:

4.1. Safety Ambassadors will circulate throughout public areas of the District on a 24/hour/7 day work schedule to create a safe, friendly and inviting environment.

4.2. Safety Ambassadors will be deployed throughout the District on foot and on bikes, where allowed, and wear distinctive uniforms approved by the HCBID with HCBID and Contractor logos.

4.3. Safety Ambassadors will serve as a presence to enhance the perception of safety in the District, provide an additional information resource to law enforcement, residents, businesses, owners, and visitors. Ambassadors have permission to operate, should have additional training, but do not have authority in the public realm.

4.4. Safety Ambassadors will work with the LAPD and LASD observing and reporting criminal behavior, illegal vending, illegal dumping, graffiti, illegal use of public property, including code violations, and will be trained in understanding municipal codes that govern activity and use of public space.

4.5. Safety Ambassadors will work in concert with local social service providers, offering service referrals when appropriate.

4.6. Safety Ambassadors as a part of their daily routine (when not otherwise engaged in a call for service) will visit District businesses to make contact and address concerns.

4.7. Safety Ambassadors will be trained in customer service and public relations in a manner that promotes the image of the Historic Core Business Improvement District.

4.8. Safety Ambassadors will provide the public with information and other assistance. They will be trained in giving directions, offering security escort service, providing restaurant and retail information, offering parking options and any other customer-

oriented support that will make the Historic Core more inviting. They will be trained and knowledgeable about points of interest in the District, special events, and services located in and surrounding the District. The Safety Ambassadors are a friendly resource for all District users.

- 4.9.** Safety Ambassadors will report maintenance issues in the District to 311, such as non-functioning streetlights, damaged news racks which require removal, and other city maintenance issues.
- 4.10.** The Safety Program should incorporate all “best practices” and be equipped with electronic device(s) to communicate internally and with appropriate agencies as well as document safety issues, city maintenance issues and all interactions with the public.
- 4.11.** The Safety Program should be equipped with electronic device(s) to document their daily activities and interactions. Documenting and reporting each activity and interactions should be provided to the HCBID on a regular basis determined by the HCBID.
- 4.12.** The Contractor must provide a dedicated on-site Manager or management team who are always available for the supervision of the Safety Program.
- 4.13.** A deployment schedule must be made available to the HCBID as part of this RFP.

5. CONTRACTOR’S RESPONSIBILITIES

- 5.1.** Staff, supervise, train, and administer the Safety personnel for the HCBID.
- 5.2.** Uphold rigorous hiring standards that include background checks and drug testing.
- 5.3.** Develop and provide (disclosing to the HCBID) a training program for the Safety Program that includes both classroom and in-field training.
- 5.4.** Execute above Program Description.
- 5.5.** Maximize resources, staffing, and deployment while remaining within the agreed upon budget. Any deviations above an agreed upon amount may result in a financial penalty to the Contractor. Any long-term reductions in staffing may result in the same.
- 5.6.** Carry out a schedule that can fluctuate daily, seasonally, and as specified by the HCBID to accommodate special events or other changing conditions.
- 5.7.** Provide and maintain uniforms for the Safety Ambassadors. All personnel will be distinctly identified (uniformed) as working on behalf of the HCBID.
- 5.8.** Provide appropriate communication devices and all related equipment to Safety Ambassadors.

- 5.9.** Provide services in a professional manner, to the satisfaction of the HCBID.
- 5.10.** Use an adequate electronic reporting system to document all Ambassador reporting and interactions specifying addresses within the HCBID service area.
- 5.11.** Submit written safety reports to the HCBID on a daily, weekly, monthly, and/or annual basis as agreed upon.
- 5.12.** Interact with the appropriate HCBID staff and law enforcement personnel in reporting safety issues, municipal code violations, and working with area businesses and owners to provide video documentation where possible.

6. HCBID RESPONSIBILITIES

- 6.1.** Oversee Contractor services and contract administration.
- 6.2.** Provide direction to the Contractor in some aspects of the training of the Safety Ambassadors.
- 6.3.** Provide office and storage space for the Safety Program.

7. PERSONNEL

- 7.1.** All personnel used by the Contract or under this program will be employees of the Contractor.
- 7.2.** To avoid ambiguity, this Request for Proposal and/or Safety Program is not intended to and shall not be construed to create an employment relationship between HCBID and any Contractor nor any employees and/or subcontractors of Contractor nor any of Contractor's representatives.
- 7.3.** The Contractor shall pay all salaries expenses, and all federal and state taxes.
- 7.4.** The Contractor shall be covered by insurance as required by law.
- 7.5.** The Contractor shall comply with any and all applicable legal requirements including the Federal Fair Labor Standards Act, Equal Opportunity Employment, the Americans with Disabilities Act, California Labor Code, Fair Employment and Housing Act, and all other applicable Federal, State and Local laws and ordinances.
- 7.6.** The Contractor will comply with all legal registration, permits, or other operational requirements for security personnel, including requirements specific to BID officers and requirements for carrying specific weapons such as pepper spray, batons, or other.
- 7.7.** The Contractor, the Contractor's employees, and/or the Contractor's subcontractors, shall be competent and careful workers skilled in their respective trades.

- 7.8.** The Contractor shall not knowingly employ nor contract with any person who engages in misconduct or is incompetent or negligent in due and proper performance of his or her duties.
- 7.9.** The Contractor must warrant the fitness of all employees. All Safety Ambassadors must pass a thorough background check and pass a drug test to be administered by the Contractor.
- 7.10.** Subcontractors engaged by the Contractor shall be subject to prior approval by the HCBID.
- 7.11.** The HCBID has the right in its sole discretion to request immediate replacement of any subcontractor or Employee of Contractor.
- 7.12.** The HCBID shall have the right to require the Contractor to remove any employee who displays misconduct toward the public or public property or is in any way discourteous or inappropriate to the public.
- 7.13.** The HCBID shall also have the right to review employment files for all Contractor employees working in the District to the full extent allowed by applicable laws.
- 7.14.** The Contractor will have a designated homeless outreach coordinator for the HCBID for a minimum of 30 hours per week.
- 7.15.** A full-time, onsite, Program Manager will be assigned to oversee the day-to-day operations of the District Safety Program.

8. TRAINING

- 8.1.** Training will include extensive initial training as well as ongoing training programs to refresh basic knowledge. Initial training will consist of classroom and field instruction prior to Safety Ambassadors working in the District. The Contractor shall provide for initial training and appropriate in-service training, which shall include the following:
 - 8.1.1.** Policies regarding personal conduct, attitude, and etiquette
 - 8.1.2.** Perception, and the role of the Safety Program in creating the desired District environment
 - 8.1.3.** Public relations and customer service
 - 8.1.4.** Code of Conduct/Rules and Regulations
 - 8.1.5.** Thorough training on job duties and expectations
 - 8.1.6.** Scheduling, assignments, procedures

- 8.1.7.** Uniform maintenance and appearance
- 8.1.8.** Equipment use and maintenance
- 8.1.9.** Radio/Communications device use and etiquette
- 8.1.10.** Data collection devices
- 8.1.11.** Daily procedures, safety policies and procedures; emergency procedures
- 8.1.12.** Legal responsibilities
- 8.1.13.** Street Smarts, awareness and dealing with conflict and de-escalation
- 8.1.14.** Chain of command
- 8.1.15.** CPR/First Aid
- 8.1.16.** District knowledge
- 8.1.17.** Classroom and field training: District geography, points of interest, businesses, and services
- 8.1.18.** Bike training and riding safety
- 8.1.19.** History and organization of the Historic Core and District boundaries
- 8.1.20.** Historic Core businesses, parking, and attractions
- 8.1.21.** Dealing with emotional behavior, mentally ill persons, homeless, aggressive behavior, etc.
- 8.1.22.** Dealing with complex population on street which may include gangs and narcotics
- 8.1.23.** Community sensitivity and cultural diversity

9. HOURS OF OPERATION

- 9.1.** The HCBID proposes that the Contractor will provide Safety Ambassador staff 24/7 until which time a different schedule is proposed. The Contractor will also suggest deployment that will best serve the needs of the District.
- 9.2.** Final schedules and staffing will be determined by the HCBID and the Contractor and may be modified based on seasonal demand or special events. A schedule of holidays observed will be agreed upon in advance, and employees whose regular work schedule includes an observed holiday will be compensated with holiday pay. The Proposal should outline the proposed holiday schedule.
- 9.3.** Any schedules or services to be performed outside of the normal scope of the

program must be approved in advance by the HCBID. In those cases, the Contractor and the HCBID will agree on services for special situations or events not included in the regular weekly schedule. Safety Ambassadors shall not perform services for private individuals, other organizations, or special events within District boundaries without the prior approval of the HCBID.

10. EQUIPMENT

- 10.1. Communications Devices** - Each Safety Ambassador will be equipped with a communications device(s) that allows them to communicate with their supervisors, other safety personnel, the Executive Director and/or Operational Supervisor.
- 10.2.** The Contractor will purchase communications equipment for use by the Safety Ambassador staff. The Contractor shall provide regular maintenance for the communications equipment.
- 10.3.** The Contractor shall be responsible for damage to communications equipment, including normal wear and tear, and shall replace, at Contractor's expense, any equipment lost, stolen or destroyed.
- 10.4.** All communications devices shall be maintained in good working order throughout the Contract period. Problems with function of, or damage to, communications equipment must be reported to the HCBID immediately.
- 10.5. Data Collection Devices** - Each Safety Ambassador will be equipped with a device for collecting data and will be responsible for inputting all interactions with persons assisted, along with data for maintenance tasks completed, such as stickers removed, handbills taken down, etc.
- 10.6.** The Contractor will purchase data collection devices and software for use by the Safety Ambassador staff.
- 10.7.** The Contractor shall provide regular maintenance for the data collection devices. The Contractor shall be responsible for damage to data collection devices, including normal wear and tear, and shall replace, at Contractor's expense, any equipment lost, stolen, or destroyed.
- 10.8.** All Data Collection devices shall be maintained in good working order throughout the Contract period. Problems with function of or damage to the data collection devices must be reported to the HCBID immediately.
- 10.9.** The Data Collection devices must come with software capable of documenting all public and business interactions as well as maintenance issues and tasks completed. This data must be immediately available to the HCBID upon request electronically and/or by synchronization.
- 10.10.** The Contractor must house data collection on redundant servers and present the

HCBID with an annual Disaster Recovery plan for this information.

- 10.11.** **Bike(s)-** Safety Ambassadors will be equipped with the use of a bike for quicker response time to calls regarding safety concerns and for greater visibility while patrolling the district. Additionally, Safety Ambassadors will be equipped with the use of a helmet for safe riding.
- 10.12.** The Contractor will purchase bikes for use by Safety Ambassador staff. The Contractor shall provide regular maintenance for the bikes, and be responsible for all damage, including normal wear and tear.
- 10.13.** The Contractor shall replace, at Contractor's expense, any aspect of the bike(s) that is lost, stolen, or destroyed. The bike(s) shall be maintained in good working order throughout the Contract period. Problems with function or damage shall be reported to the HCBID immediately.
- 10.14.** Any other equipment necessary to perform the above-described scope of services will be provided by the Contractor and should be detailed in response to the RFP. The HCBID must approve all equipment proposed for use by the Contractor.
- 10.15.** All equipment purchased with funds under this contract shall belong to the HCBID and shall, at the HCBID's option, revert to the HCBID at the termination of this contract.
- 10.16.** The Contractor shall display the HCBID logo on all equipment used by the Contractor to provide the above- described scope of services.

11. UNIFORMS

- 11.1.** All Safety Ambassadors and their equipment will be distinctly identified (uniformed) as working on behalf of the HCBID. The HCBID will specify the uniform elements, and the Contractor will purchase all uniforms through a vendor agreed to by the HCBID. The color of the uniform pants and shirts will be specified by the HCBID and the Contractor will display their company logo as well as the HCBID logo according to BID regulations. The Contractor will pay for these uniform elements.
- 11.2.** The Contractor will also supply each Safety Ambassador with additional uniform elements. These items may include: belt, identification tag, shoes, uniform caps or hats, fanny packs, rain ponchos, rain suits, lightweight jackets and/or heavy jackets.
- 11.3.** All uniform elements will be maintained in a clean and acceptable condition by the Contractor. Safety Ambassadors must not wear dirty or disheveled uniforms while on duty. All uniform elements paid for by the Contractor are the properties of the HCBID and will be accounted for and returned when deemed necessary by

the HCBID.

- 11.4.** All Contractor employees providing services for the HCBID will be required to wear uniforms while on duty. Safety Ambassador staff shall not wear uniform items with the HCBID logo for purposes other than assigned duties or during scheduled working hours. All uniforms with logos shall not be worn during the commute to and from work. Additionally, uniform logos must be covered up during employee lunch and break periods.

12. OPERATIONS CENTER

- 12.1.** The HCBID will provide an Operations Center for use as a base of operations for the Safety Program. The Contractor must conduct its own space planning to maximize use of the space. The Contractor must also furnish the space with necessary items such as desks, chairs, tables, telephones, etc.
- 12.2.** The Contractor will be responsible for the overall maintenance of the Operations Center and its furnishings, which are to be used by their personnel. The Operations Center and its contents shall be maintained in a clean and acceptable condition at all times. Any damage to the Operations Center, other than normal wear and tear, shall be reported immediately to the HCBID and repaired by the Contractor at the Contractor's expense. A separate center for camera monitoring may be additional and/or space provided to the Contractor to be maintained by the Contractor.

13. INSURANCE REQUIREMENTS

13.1. Contractor's Insurance

- 13.1.1.** Prior to commencing work, the Contractor shall procure and maintain at the Contractor's own cost and expense, for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees, or subcontractors.
- 13.1.2.** The Historic Core Business Improvement District and the City of Los Angeles shall be named as additional insured under such insurance policies and, the Contractor shall provide the HCBID with Certificates of Insurance evidencing such insurance and proof of payment of insurance premiums. The Contractor must notify the HCBID within 24 hours of any cancellations of such insurance policies.
- 13.2.** Without in any way affecting the indemnity provided, the Contractor shall secure

before commencement of the work, and throughout the Contract, the following types and amounts of insurance:

13.2.1. MINIMUM LIMITS OF INSURANCE

- 13.2.1.1.** The Contractor shall obtain insurance of the types and in the amounts described below (subject to modification prior to contract execution):
- 13.2.1.2. Commercial General Liability Insurance.** The Contractor shall maintain commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence/\$2,000,000 in the general aggregate.
- 13.2.1.3. Business Auto Liability Insurance.** The Contractor shall maintain business auto liability with a limit of not less than \$2,000,000 each accident.
- 13.2.1.4. Umbrella/Excess Liability.** The Contractor shall maintain a policy for excess liability with a limit of not less than \$5,000,000 each occurrence and \$5,000,000 annual aggregate.
- 13.2.1.5. Workers' Compensation and Employer's Liability Insurance.** The Contractor shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 minimum per accident for bodily injury or disease.
- 13.2.1.6. Property Damage.** The Contractor shall maintain broad form property damage insurance, to include fire legal liability with a limit of not less than \$50,000 per occurrence.

13.2.2. MINIMUM SCOPE OF INSURANCE

- 13.2.2.1.** CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising Injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse, and underground hazards.
- 13.2.2.2.** Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non- owned autos) accidents or occurrences. Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

13.2.3. Deductibles and Self-Insured Retentions

13.2.3.1. Any deductibles or self-insured retentions must be declared to and approved by the HCBID. At the option of the HCBID and the City of Los Angeles, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the HCBID and the City of Los Angeles, its officers, officials, employees, or volunteers; or the Contractor shall provide a financial guarantee satisfactory to the HCBID and the City of Los Angeles guaranteeing payment of losses and related investigation, claim administration and defense expenses.

13.2.4. Other Insurance Provisions

13.2.4.1. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

13.2.4.1.1. Historic Core 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 HCBID, 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.

13.2.4.1.2. For any claims related to this project, the Contractor's insurance coverage shall be primary as respects the HCBID, 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.

13.3. Workers' Compensation and Employer's Liability. The insurer shall agree to waive all rights of subrogation against the Historic Core Business Improvement District 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 contract.

13.4. All Coverages

13.4.1. Each insurance 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 HCBID and the City as set forth in the notice requirement of this Agreement.

13.4.2. If the Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. The HCBID and the City, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach. Alternatively, the HCBID and the City may purchase such coverage (but has no special obligation to do so), and without further notice to the Contractor, the HCBID and the City may deduct from sums due to the Contractor any premium costs advanced by the HCBID and the City for such insurance.

13.5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City of Los Angeles's Risk Manager.

13.6. Verification of Coverage. The Contractor shall furnish the HCBID and the City of Los Angeles with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the HCBID or the City of Los Angeles, or on other than the HCBID 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 HCBID 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.

14. INDEMNITY AGREEMENT

14.1. THE CONTRACTOR HEREBY INDEMNIFIES AND SHALL SIGN AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AGREEING TO THE FOLLOWING:

14.1.1. INDEMNITOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE HISTORIC CORE BUSINESS IMPROVEMENT DISTRICT, BOARD, OFFICERS, DIRECTOR, STAFF, PROPERTY OWNERS, MERCHANTS, VENDORS, THE CITY OF LOS ANGELES, MEMBERS OF COUNCIL,

BOARDS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES AND VOLUNTEERS FROM AND AGAINST ANY AND ALL LOSS, 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 INDEMNITOR, ITS OFFICERS, AGENTS OR EMPLOYEES IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREUNDER. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS OBLIGATING INDEMNITOR TO INDEMNIFY THE HCBID OR CITY OF LOS ANGELES, THEIR COUNCIL, BOARDS, COMMISSIONS, OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FOR LOSSES RESULTING FROM ITS SOLE OR ACTIVE NEGLIGENCE OR WILFULL MISCONDUCT.

15. **POLICIES.** The Contractor shall establish and publish policies relating to personal conduct while on duty for the HCBID, conduct in the HCBID Operations Center, and customer service within the HCBID.

16. AUDIT

- 16.1. The HCBID reserves the right to audit employee payroll records and review testing programs, policies and procedures, the employee handbook, other written information, and observe training.
- 16.2. The Contractor shall furnish a weekly and monthly summary of hours and service provided. A weekly and monthly summary shall be provided to include significant events, noted issues, and an overall evaluation of performance with suggested corrective action where necessary.
- 16.3. 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.

17. INTELLECTUAL PROPERTY AND LOGO OF HCBID

- 17.1. The Historic Core Business Improvement District has developed intellectual property assets including logos for the exclusive use by the HCBID ("HCBID IP").
- 17.2. All HCBID IP shall not be used for other purposes without the express written consent of the HCBID.
- 17.3. The Contractor will not use HCBID IP or refer to the HCBID or the District, directly or indirectly, in any advertisement, news release or release to any publication without written consent of the HCBID.

18. INSTRUCTIONS TO PROPOSERS

- 18.1.** Proposal must have a cover letter, table of contents, clearly labeled sections, and five (5) references.
- 18.2.** Please explain who in your company is responsible for scheduling, processing payroll, maintaining personnel files, etc.
- 18.3.** Describe company policies related to vacation, sick leave, medical insurance, 401 (k), holiday compensation, merit pay increases, drug and background testing, and employee incentive programs.
- 18.4.** Proposer shall include documentation to demonstrate financial stability and resources including recently compiled financial statements (statements will be kept confidential.)
- 18.5.** Please provide a total cost estimate for the program, based on the program requirements and details as outlined in this RFP. Cost estimates should be submitted using the below format:

Category	Annual cost	Percentage of Total
Payroll and Taxes		
Operating Expenses		
Overhead & Administration		
Capital Equipment		
Employee Benefits		
Profits		
Total		

The table below outlines the proposed deployed hours by each labor classification and proposed wages.

Labor	Wages	Weekly	Annual
Shift Officers/Ambassadors	\$21	352	18,304
Shift Supervisor	\$22	152	7,904
Program Manager	\$36	40	2,080
Outreach	\$22	30	1,560
Total	N/A	574	29,848

19. EVALUATION CRITERIA

- 19.1.** Selection shall be made to the proposing security vendor whose qualification are determined, in writing, to be the most advantageous to the District, taking into account all of the evaluation factors set forth in the RFP.
- 19.2.** No other factors or criteria shall be used in the evaluation. It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein.
- 19.3.** Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Contractors with strong proposals may be invited to interview. Nothing in this RFP should imply a contractual obligation for employment or retention of services.
- 19.4.** There will be a professional services agreement subject to negotiation of a precise work program, terms of payment and other District requirements.
- 19.5.** The agreement will be presented to the District Board of Directors for approval. The District Executive Director will be responsible for the execution of this agreement.

EXHIBIT A

HC BID DISTRICT BOUNDARIES

