



January 3, 2023

Re: The Uptown Downtown Oakland CBDs - Request for Proposal

Dear Hospitality and Maintenance Ambassador Service Provider:

Your company is encouraged to participate in the bid process for providing contracted Hospitality and Maintenance Ambassador services to the Uptown Downtown Oakland Community Benefit Districts, two jointly-managed Community Benefit Districts (CBDs). Enclosed for your review is a Request for Proposal (RFP) and information pertaining to the specifications of submitting a proposal.

The enclosed RFP is intended to provide each service provider with enough information to submit an appropriate bid for service to our districts. The purpose of this process is to determine the service provider who best meets the demands of the Oakland community and the requirements put forth in the CBDs' contract. The CBDs intend to select the company capable of providing the personnel and services specified in the enclosed RFP at the most competitive price.

All contractors who have been presented with an invitation to bid must also attend the mandatory pre-bid meeting on Wednesday, January 18, 2023 at 12:00pm, at 388 19th Street, Oakland, CA 94612. Service providers not present at this meeting may not submit a bid. Members of the CBDs staff and leadership will be present to address any questions or concerns related to the enclosed information.

Six copies of all bids should be submitted in an envelope marked "Safety/Hospitality and Maintenance Services Bid" no later than Tuesday, February 1, 2023 by no later than 4:00pm. Please ensure that all requested documentation is provided; only complete packages will be considered. You may send packages by mail or drop them off in person at the address provided below:

Mike Guerra
Board Chair
Uptown Downtown CBDs
388 19th Street
Oakland, CA 94612
mguerra@lincolnuca.edu

Included in this package, in addition to the Hospitality and Maintenance RFP are the following documents:

- Exhibit A**
Instructions to Bidders

- Exhibit B**
Insurance Requirements

- Exhibit C**
Map of CBDs

Sample Contract – Will be provided to bidders at pre-bid meeting. Bidders must agree to execute the contract as written. Bidders are also asked to RSVP via email to mguerra@lincolnuca.edu to confirm their attendance.

Please feel free to contact the CBD office directly at 510-238-1122 if you require any further information in order to complete your proposal. Thank you in advance for your time and interest in serving the Oakland community.

Very truly yours,



Mike Guerra
Board Chair
Uptown Downtown CBDs
388 19th Street
Oakland, CA 94612
mguerra@lincolnuca.edu

*The Uptown Downtown Oakland
Community Benefit Districts*

REQUEST FOR PROPOSAL

HOSPITALITY and MAINTENANCE AMBASSADOR PROGRAM

REQUEST FOR PROPOSAL SAFETY/HOSPITALITY AND MAINTENANCE AMBASSADOR PROGRAM

Introduction and Background

The Uptown Downtown Community Benefit Districts, two jointly managed Community Benefit Districts ("CBDs"), announce the release of a Request for Proposal ("RFP") for the purpose of providing hospitality and maintenance Ambassadors to patrol public spaces in downtown Oakland. The personnel assigned to those varied functions must come from one vendor that specializes in providing hospitality and maintenance Ambassadors to the private and/or public sector. The contract will commence on approximately April 1, 2023 for a period of 3 years.

The Uptown Downtown CBDs consist of a combined 83-block area bounded by Clay Street on the west, Webster Street on the east, 27th Street on the north and 6th Street on the south. In this CBD, property owners have agreed to levy an additional tax to provide the monies needed to operate a private hospitality and maintenance ambassador program. This RFP addresses the need for a vendor to provide the personnel and basic services needed to operate the hospitality and maintenance functions. The vendor will be expected to provide staffing and adjust staffing needs to fulfill existing and future contract needs. Staffing levels may increase or decrease as a result of organizational and contract requirements, and the vendor is expected to readily adapt to our requirements.

The CBDs' mission is a challenge and not every hospitality and maintenance company will have the ability to meet the demand. We are seeking qualified and experienced firms to provide services within the boundaries as outlined in the maps attached in **Exhibit B**, utilizing bike patrols and Ambassadors that will walk the streets. The CBDs require that the vendor provide sufficient personnel to staff a program who can professionally interact with the public and have the skills and abilities that are necessary when dealing with all members of our community that utilize our downtown, as well as the requisite skills to maintain cleanliness in the public rights of way.

Positive, environmental change in a community can only come about as a result of properly trained personnel who have a clear understanding of the services we are contractually obligated to provide to the property and business owners who are funding these CBDs. The vendor must clearly understand this dynamic and perform as a strong advocate for the CBDs and the goals of its various entities. The CBDs are not public agencies, although they do engage in public projects and community services.

The CBDs experience seasonal fluctuations and may require the vendor to periodically supply additional personnel to the regular roster of Ambassadors. The seasonal fluctuations primarily occur over the holiday season and when special events occur throughout the year.

The CBDs work closely with the Oakland Police Department, Oakland Public Works, BART Police, and the Alameda County Sheriff's Office. The CBDs' Ambassadors must meet a standard of professionalism and excellence that allows them to maintain a healthy relationship with the police department, the public, and the community. The vendor must be committed to a degree of professionalism that is required of the CBDs as a partner with the police and other agencies. The vendor should be a forward-looking organization with executives, managers, and supervisors who can think strategically and beyond the traditional boundaries of the Urban Place Management industry.

Overall Hospitality Objectives

Visible Presence - Create a visible presence within the boundaries of the District in order to improve the perception of within the boundaries of the Districts.

Increase the Quality of Life - Achieve a measurable decrease in all crimes committed within the boundaries of the District. Specifically:

- Deter loitering, solicitation, and other anti-social behavior in the District.
- Provide resource information to all persons in need or who are currently unsheltered, including resources such as shelter, food, “call home” programs, and drug rehabilitation services in the community.
- Participate in community meetings with social service providers to promote communication and collaboration on issues of mutual concern of business owners and residents in the District.

Public Relations Program - Provide assistance and information to businesses and employees within the district (e.g., providing directions, distributing flyers, and answering questions about the District and its activities).

Scope of Services

The CBDs' Ambassador program will require scheduling multiple shifts within a given day. We are asking that you provide us with your recommended schedule pertaining to the days and hours you believe the CBDs will require. Rotating shifts may be a deployment strategy for all Ambassadors. The deployment schedule authority will rest with the Uptown Downtown management team in consultation with the vendor. Please provide us with the number of personnel you recommend on each shift accompanied by their pay schedule. Deployed Ambassadors will wear distinctive collared shirt uniforms that will be provided by the vendor in collaboration with the district.

Ambassadors are to observe and report only and will conduct their operations within the boundaries of the CBDs on bicycle or foot patrol. The vendor's employees must be capable of pedaling a police style mountain bicycle and sustaining the effort for a complete shift. There is no motorized assistance with these bicycles. Foot patrolling Ambassadors must also meet a minimum level of fitness in order to make their rounds. The vendor must also use an automated timekeeping system for this contract. The system must be a computerized program that does not require the time consuming process of manual inputting of time card information into a payroll system. This system must be simple enough to use that multiple people can be trained in the use of the program. Furthermore, the billing system used for the CBDs account must be flexible enough to accept the logging of special details and projects that segregate these programs from regular monthly billings. The vendor's on-site managers should be capable of operating the billing and payroll system.

Ambassadors must be capable of learning basic police patrol style skills. Ambassadors are trained to be additional eyes and ears for the police department. Our goal is to be visible, mobile, and responsive. We do not respond to felony police calls; however, we may, from time to time, find ourselves assisting the local police with a felony crime scene investigation as witnesses. We expect Ambassadors to understand the basic philosophy of community based engagement and possess exemplary customer service skills. The Ambassadors will interact daily with merchants, police, and the public and must possess the skills and ability to diffuse and deescalate problems and negotiate with people.

Periodically, Ambassadors will also have to exercise Welfare and Institution Code knowledge in handling the mentally ill.

Ambassadors will be required to perform many tasks that include, but are not limited to the following:

- Bicycle and foot patrols throughout the CBDs
- Clear communications with local business, other Safety managers in various buildings, visitors, and CBD stakeholders
- Interviews of persons and witnesses
- Basic and comprehensive report writing that documents the Ambassadors' actions and meets the CBDs' requirements; this will include the use of cloud based tracking systems to be provided by the Districts
- Response to specific plans and directions that are tied to crime reduction plans adopted by CBD management
- Close and professional relationship with the Oakland Police Department, Oakland Department of Transportation, Oakland Fire Department, BART Police, Alameda County Sheriff's Department, the District Attorney's Office and local merchants in their districts
- Evaluation of persons for the presence of mental illness or drug abuse and the arrangement of the appropriate response from nearby service providers
- Ability to use a 2-way radio in a professional manner and basic computer word-processing programs for report writing
- Ability to work in small teams on rotating shifts that include "swing" hours
- Maintain sensitivity to "quality of life" conditions such as graffiti, trash, human waste and arrange for appropriate action to be taken and the ability to work with other vendors to achieve the CBDs' maintenance goals
- Supervision to be provided by the Vendor

Shift Supervisor - Supervises Ambassadors and ensures compliance with company policy, district policies, and ensures the proper preparation of incident reports. Must possess and have demonstrated good judgment and leadership skills. Ideal supervisor will have worked in a CBD or local police agency. Supervisor will interact on a regular basis with local authorities, local business owners, Safety companies within the CBDs, and the general public.

Bike & Foot Patrol Ambassadors - Must be energetic and in excellent physical condition to patrol. Daily contact and incident reports are required. Please advise us on how many bikes you will recommend for each District. Please explain the ratio of bike Ambassadors versus foot patrol Ambassadors that you would deploy.

Dispatch - Please explain how you will receive calls requesting safety services and how the dispatch of Ambassadors will occur. Elaborate on your communication program to illustrate the most efficient use of safety and CBD resources. The CBDs require the ability to record all communications that occur through the CBDs two-way radio system, please identify exactly the type of equipment that you will provide.

Bidders may suggest alternate management/supervision structures that would maximize coverage while providing effective supervision and communication.

General Required Training of Ambassadors - The CBDs request that the vendor lists the

specialized training and advanced instruction that will be provided to personnel working on this account. The list should include programs devoted to leadership development, supervisor training, community policing techniques, safety, bicycle operations, communications techniques, and customer service. Additionally, the vendor must comply with all government mandated training programs.

Innovative Solutions and Best Practices - The CBDs are looking for a vendor that brings regional and national best practices to our account, that will demonstrate a keen ability to institute innovative solutions and “out of the box” thinking with regards to; deployment strategies, zone creation and management, wage structuring and merchant support services. Proposals need to speak to these areas specifically, and highlight the exact ways in which you intend to drive our program into the future as a gold standard and industry leader.

Special attention will be given to this section of your proposal. We want to see, in detail, how you intend to deploy resources, the equipment you will use, the software(s) you employ for tracking critical programs and projects, a clear outline for your current and future hiring practices for the Bay Area and the training techniques you intend to deploy if selected.

Reporting - It is a requirement of this contract that the vendor be able to provide monthly reporting to CBD Management staff. Reports will need to identify key issues within the CBD boundaries, highlight agreed upon stats that demonstrate the work being done in the CBD boundaries, and truly give CBD management staff a usable tool for advocating on behalf of the districts.

Maintenance and Landscaping Program Objectives

Our mission is to maintain a clean and well branded district that will attract new businesses, retain existing businesses, create a nice living environment for residents, and attract visitors by providing a pleasant, clean, safe, and beautiful community.

Scope of Service

Sidewalk/Gutter Sweeping - Using hand or power sweeping equipment, clean and remove all trash and debris from sidewalks, gutters, driveways, tree wells, trash receptacles, and bus stops in the public rights of way. Perform duties in a uniform fashion along a specified route based upon directed frequency and benefit zones. Personnel shall be courteous and helpful to neighborhood merchants, residents, visitors, and pedestrians alike during the course of their day.

Trash Collection/Removal - There are multiple City of Oakland-maintained trash receptacles installed throughout the CBDs and, additionally, the District has installed 10 Big Belly Trash Compactors throughout the CBDs. Trash cans, whether City owned or district owned, should never be overflowing with trash, or covered with graffiti. Regular special benefit trash removal and collection shall include:

Collect, dispose of and replace trash bags in trash receptacles throughout the district based on necessity. Throughout the CBDs, pay special attention to any and all trash cans along Broadway and Telegraph in the newly emerging entertainment district.

- Wipe down trash can covers frequently
- Frequently pressure wash the bottom of trash cans to remove dog urine, spilled drinks, or other liquids
- Collect, dispose of and replace trash bags in trash receptacles as needed;
- Clean/Pressure wash trash receptacles at a minimum of once every month or as

needed

- Maintain daily collection/cleaning reports. Distribute the reports to the CBD Program Director each week to ensure compliance with the contract
- Vendors must account for waste disposal within their proposal. There may be an opportunity to secure dumpsters from Waste Management however, if this is not possible, then the vendor is responsible for trucking the trash that is collected daily to a local transfer station for disposal.

Graffiti Removal - Paint, clean with environmentally friendly solution or pressure wash graffiti, stickers and signs from buildings, trees, poles, planters, news racks, utility boxes or any other surfaces each day. All graffiti is to be matched and painted, or removed from the ground and wall surfaces within 24 hours of the occurrence. Roll down doors and other heavy work is to be performed in the morning before 8:00 am. Detailed work can be done during the day. Other graffiti services to be provided include:

Provide and maintain access forms signed by property owners granting us permission to paint out graffiti on private property; be in receipt of paint, to be stored by the affected business or property owner, in order to color match when requested.

Sidewalk/Pressure Cleaning - Pressure washing should be done at a time of day that is convenient for residents, business owners, and property owners with a water temperature of at least 180 degrees Fahrenheit and with a pressure of no less than 3500 psi and a volume no less than 5 pm. All spray nozzles shall have a 25 degree pattern or greater. All storefront areas shall be protected to avoid water seepage into storefronts and debris on the sidewalk areas should be picked up immediately prior to washing. The contractor shall have the capability to provide their own water source if needed. ***The pressure washing must conform to statewide and city laws governing storm water disposal.*** This is the responsibility of the vendor. The pressure washing is to be conducted following tree & planter watering to remove soil runoff. Appropriate safety measures shall be taken at all times. The minimum schedule should be as follows:

- Bus Stops shall be cleaned at least twice per month;
- Pressure washing must occur throughout the CBDs based on an agreed upon hotspot list
- Spot cleaning will be done as necessary weekly or daily as needed
- The steam clean schedule shall be posted on the CBD websites so business, property owners/managers, and residents can check on when their next rotation will occur
- Vendors must be able to quickly and effectively focus resources on post protest vandalism to remove blight from buildings and objects in the public rights of way to instill a sense of normalcy as quickly as possible.

Painting/touch-up/washing - Vendors must be able to do touch up painting of trash cans, planters, benches and light bases throughout the CBDs as requested. However this service should be a part of the Maintenance Ambassadors' daily routine.

Special Events, Holiday Decorations, Banners and Planter Watering - Maintenance Ambassadors will be called upon to install banners, holiday decorations, pedestrian wayfinding systems, and to maintain those amenities as long as they are displayed in the District. The CBDs expect that maintenance staff shall water plants as agreed upon by the management staff. Shifts shall be coordinated to promote various activities throughout the year in the District. The CBDs Program Director shall give at least thirty (30) days notice of the need for personnel to implement various special events and/or seasonal displays in

specifically designated areas in the District. This shall not be considered a supplemental service of the regular maintenance crew.

Landscaping Services to be Provided

The CBDs will require landscaping services which will include street median maintenance, planter maintenance, debris removal, soil amendment and watering, replanting in medians and designated planter boxes. It is required that the vendor awarded this contract has the ability to constructively interact with the CBDs on site Program Coordinator.

Tree/ Planter Maintenance and Watering - In light of the fact that rainfall might be sporadic, or that some trees and planters are not tied to an underground sprinkler system, and therefore lack sufficient water, the maintenance staff shall use hand or power watering equipment when watering all designated trees and planters with *up to (500) gallons* of water three times per week. Included with the watering is:

- Removal of weeds and litter from tree wells and planters
- Re-stake and/or retie trees as needed
- Report, in writing, any concerns or problems to CBDs Program Director or the Program Coordinator immediately
- Identification of dead or dying trees, plants and shrubs
- Performance of duties in a uniform fashion along a specified route. Personnel shall be courteous and helpful to neighborhood merchants, visitors and pedestrians
- Close traffic lanes as necessary to complete work

Street Median Maintenance - Maintain all designated street medians including the removal of trash, debris, and weeds. Check irrigation systems regularly, and ensure all trees and plants are healthy and, if not, replaced when requested.

Hanging Plant Maintenance - Design, install, maintain and remove all designated hanging plants that have been installed by the CBD to ensure healthy growth, positive impact in the district. This will include working with the CBD Program Coordinator to replace plants, amend the soil, and water weekly.

Street Planter Maintenance - Maintain all designated street planters including the removal of trash, debris, and weeds. Ensure plant materials are healthy and, if not, replace plants when requested. Amend soil and water weekly.

Contractor shall provide and keep onsite all MSDS sheets on chemicals used in the districts.

Personnel and Management Requirements

Hiring Practices - The CBDs require the vendor to provide the Districts with prospective employees of sufficient quality so as to meet the demanding nature of the CBDs' work. Normal commercial office building safety industry standards will not suffice in this account. Approaching the CBDs as if it were a typical custodial account would be insufficient and will undoubtedly undercut the vendor's bid. The vendor will be required to be diligent in finding persons qualified to handle and thrive in the CBDs' work environment. The CBD will make all final decisions as to whether or not a prospective employee of the vendor is suitable for placement with the CBDs in the capacity aforementioned. The right to veto or cancel shall also apply to the vendor's selection and appointment of supervisors and managers. The vendor's on site manager and supervisors will serve at the will of CBDs management and the CBD will oversee the process in the selection and appointment of leadership. The

process shall be an ongoing one, whether a vacancy exists or not.

Required Certifications - All personnel hired as an Ambassador must be in possession of or have a:

- First-aid trained and certified
- CPR trained and certified
- Bike Safety trained and certified
- High school diploma or equivalent
- 3 years of employment references
- Report writing test
- Medical
- Legal residence status

Reporting Requirements - All reporting must be done through a computerized software that CBD management will have the option to provide. Below are the minimum daily tasks that each staff must track and report:

- Daily Activity Reports to include but not limited to:
- Provide number of public and merchant contacts
- Times and detailed descriptions of foot and bike patrol routes
- Pass Down Instructions
- Suspicious Activities not resulting in an incident
- Status of equipment, i.e., radios, cell phones, bikes, etc.
- Trash or hazardous conditions in the public rights of way
- Safety escorts given
- Trash collected, both the total number of bags and weight
- Graffiti removed by location
- Any landscaping projects or maintenance carried out on our projects

Incident Reporting - to be provided for any and all incidents which Ambassadors respond to or are notified of occurring within the boundaries of the District. Incident Reports shall include, but not be limited to the following:

- Medical Emergencies
- Injuries
- Robberies / Thefts
- Violent Crimes
- Trespassing
- Engagement with any members of the community that required specific help or support services
- Any and all communication with law enforcement agencies
- Potential and Current Safety Hazards
- Property Damage / Graffiti

Site Inspection Reports - To be completed by supervisors or managers of the vendor and shall be provided to the client on a weekly basis or as otherwise requested by client. The Site Inspection Reports are intended to be an evaluation of the Ambassadors by the service provider. Site Inspections shall include but not be limited to the following information:

- Ambassador knowledge of duties and patrols
- Ambassador uniform and appearance

- Ambassador conduct and professionalism
- Ambassador knowledge of pass down information
- Ambassador maintenance of daily activity and incident reports
- Development and training recommendations

Physical Requirements - Due to the unique nature of the job that Hospitality and Maintenance staff will be needed to perform, we require our contracted personnel to be in good physical condition. Safety Ambassadors will be asked to pedal police styled mountain bicycles as their primary mode of transportation. When not pedaling their bicycles, Ambassadors may walk a foot beat. Because of the physical exertion involved in this job, employees in poor physical shape are discouraged from participating in this program. Employees will periodically lift heavy objects that may include but not limited to boxes of road flares and roadway direction cones. The CBDs' training programs for personal defense involve significant physical exertion as well. The CBDs' Ambassadors must be able to perform extensive physical duties associated with this contract job.

Annual Program Budgets

The Downtown CBD has an annual budget of \$1,475,000.00 for our hospitality and maintenance ambassador program. The Lake Merritt CBD has an annual budget of \$1,113,000.00 for our hospitality and maintenance program.

Pay Scale Information for Bidding - Responses to this RFP must provide detailed billing rates for each listed position as well as all supervisor and overhead costs. Responses must also provide the actual paid hourly rate associated with the billable hourly rate. Outline in detail all benefits provided to Ambassadors (health & welfare, holidays, vacation, sick pay, etc.). All equipment and supplies provided by the vendor, as outlined in subsequent section, are to be included in billable hourly rate. We are very interested in your recommendations for retaining staff through thoughtful pay structures that reward as staff grow within your organization. All responses must include a 3-5 year wage matrix demonstrating in detail the vendor's best guess at wages that give our program a competitive edge over other similar job categories and Ambassador programs nearby.

Good Standing - Bidders must submit evidence, with their RFP, that the company is in good standing and able to provide the services requested above.

Compliance with City of Oakland Requirements

The selected vendor will be required to adhere to all policies governing contractual obligations between the District Management Corporation and the City of Oakland. These obligations consist of the following:

- Local and Small Business Enterprise Program
- Living Wage Ordinance
- Non-Discrimination/Equal Employment Practices
- Conflict of Interest

Equipment and Supplies Vendor will be Required to Provide

The vendor will be required to provide items including, but not limited to: bicycles, uniforms and coats, two-way radios, two-way radio recording device, supplies, gloves, cell phones, rainwear, bike gloves, bike helmets, protective eyewear, incident report forms and or reporting technology, all cleaning supplies, waste disposal fees, enhanced training when needed, ladders and any other equipment for projects within the districts for the successful operation of the hospitality and maintenance program.

We encourage all bidders to please provide any suggestions or recommendations that were missed in this RFP.

Conclusion

Applicants should carefully consider the nature of the Hospitality and Maintenance service requirements of our CBDs. This RFP is not designated for traditional Hospitality and Maintenance Ambassadors companies. The awarded vendor must demonstrate the ability to provide Hospitality and Maintenance Ambassadors that can perform, even thrive, in an environment of community policing and community relations. This area of hospitality is in a constant state of evolution. In Oakland "outside-the-box" thinking is a critical component of the management process for these CBDs. Vendors should expect that the contract will be very challenging and will involve a very "hands-on" customer service dimension.

The Uptown Downtown CBDs reserve the right to dismiss any and all submissions for any reason. Submission of an RFP does not imply in any way that the vendor has been selected as a candidate for the services outlined in this RFP. If the CBDs' Boards of Directors find that no candidate meets our minimum requirements, we may decide to start the RFP process over again.

Thank you for your time and input. We look forward to receiving your proposal.

EXHIBIT A
SAFETY/HOSPITALITY AND MAINTENANCE -RFP
INSTRUCTIONS TO BIDDERS

Purpose

Sealed bids are invited for Hospitality and Maintenance Ambassador Program for the Uptown Downtown Oakland Community Benefit Districts ("CBDs") (See attached District Map **Exhibit B**)

Submittal of Proposals

Six copies of all bids should be submitted in a sealed envelope marked SAFETY/HOSPITALITY AND MAINTENANCE Ambassador Program - **No later than Wednesday February 1, 2023 at 4:00pm** Please ensure that all bids are addressed to:

Mike Guerra
Board Chair
Uptown Downtown CBDs
388 19th Street
Oakland, CA 94612
mguerra@lincolnuca.edu

Pre-bid Meeting

A mandatory pre-bid meeting will be conducted on **Wednesday January 18, 2023 at 3:30pm, at 388 19th Street, Oakland, CA 94612**. Please designate a representative from your organization to attend this meeting. Committee members will be present to answer questions about RFP, the selection process, or to provide any additional information about CBDs. We ask that you RSVP to this meeting via email to Mike Guerra, mguerra@lincolnuca.edu .

In addition to the pre-bid meeting, selected finalists will be invited for a presentation on **Wednesday February 15, 2023 12:00-3:30pm at 388 19th St., Oakland, CA 94612**. The presentation will be given to a panel composed of members of the Uptown Downtown Oakland CBD Board.

Company Information

As a minimum, each RFP package shall contain the following:

- a. A brief history of the Company, to include names of directors, branch manager, account manager and principal stockholders where applicable.
- b. Provide information on contracts that you possess with BIDS and within the Bay Area and Oakland.
- c. Professional references from past and present clients; at least three total professional references.
- d. A statement outlining the Company's ability to maintain and provide at all times exceptional, high quality levels of service consistent with the requirements defined in the RFP and as specified by the CBDs.
- e. A brief summary of the vendor's ability to maintain full service during possible emergencies and a statement outlining how the priorities of the District's contract in relation to other existing contracts will be determined.

- f. Sufficient information to indicate the vendor's ability to provide an adequate number of permanently staffed, suitably qualified personnel during the term of the agreement at any and all locations.
- g. A sample copy of vendor's forms and procedures for investigating and reporting all types of incidents.
- h. Complete description of personnel policies and practices, including employment requirements, protocols for pre-employment medical examinations, drug testing and selection procedures.
- i. Guidelines used for personnel background checks.
- j. The vendor's license details and expiration dates where applicable.
- k. If the vendor anticipates the purchase of large equipment like pressure washing units and trucks, please outline that process in detail and provide an amortization table that documents the districts long term commitments to the purchasing of said equipment.

Contractor's Representations

The Contractor, by submitting a bid, represents that:

- a. The vendor has read and understands the contents of the RFP information packet and the bid is made herewith.
- b. The vendor, before submitting a proposal, understands that the vendor must: a) examine the RFP information pack and exhibits; b) visit the site and become familiar with all local conditions which may in any manner affect the cost, progress or performance of the services; and, c) become familiar with all applicable Federal State and local laws, ordinances, codes, rules and regulations that may in any way affect the cost, progress or performance of the services.

Insurance

The successful Contractor must provide a Certification of Insurance in accordance with the RFP.

Award of Contract

The anticipated award date of the contract will be **March 1, 2023** that provides for the commencement of services on **April 1, 2023**. The term of the contract will be for 3 years. The rates established in the contract are to be maintained for the entire term of the contract.

Modification to Exhibits

Please note that any proposed modification to any of the Exhibits must be detailed fully within the RFP response.

EXHIBIT B
HOSPITALITY AND MAINTENANCE - RFP
Baseline Insurance Requirements

The successful contractor shall be required to carry the following insurance from an A-rated company admitted in California and acceptable to the CBDs. Further, the contractor shall name the CBDs, its Ambassadors, directors, administrators and employees as additional insured

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, the Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

Commercial General Liability insurance shall cover bodily injury, property damage and personal injury liability arising from premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as the Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

- Lake Merritt/Uptown District Association of Oakland and Downtown Oakland Association, its members, directors, officers, agents, affiliates and related entities and their successors and assigns, Oakland Venue Management, Inc. and the City of Oakland, its Councilmembers, directors, officers, agents and employees as their interests may appear.

- Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability Insurance. Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non- owned autos). Coverage shall be at least as broad as the Insurance Services Office Form Number CA 0001.

Worker's Compensation insurance as required by the laws of the State of California. Statutory coverage may include Employers Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

Professional Liability/Errors and Omissions insurance appropriate to the contractor's profession with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:

- The retroactive date must be shown and must be before the date of the contract or the beginning of work.
- Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- If coverage is canceled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

i. Insured Status (Additional Insured): Contractor shall provide insured status using ISC (endorsement CG 20 10 or its equivalent) naming the City of Oakland, its Councilmembers, directors, officers, agents and employees and volunteers as insured's in the Comprehensive Commercial General Liability policy. If the Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on a CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and

ii. Cancellation Notice: 30-day prior written notice of termination or material change in coverage and 10-day prior written notice of cancellation for non-payment;

iii. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the Lake Merritt/Uptown District Association of Oakland and Downtown Oakland Association, its members, directors, officers, agents, affiliates and related entities and their successors and assigns, Oakland Venue Management, Inc. and the City of Oakland, its Councilmembers, directors, officers, agents and employees for all work performed by the contractor, its employees, agents and subcontractors.

- Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- Insurer shall carry insurance from admitted companies with a Best Rating of A VII or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to the Contractor under this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute grounds for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insured under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as an additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

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

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors and employees for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

J. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor

EXHIBIT C
District Boundary Maps

