

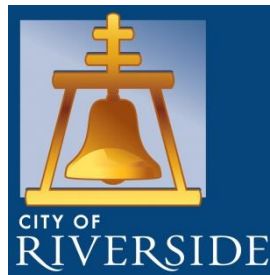


REQUEST FOR QUALIFICATIONS

No. 1635

FOR

**Downtown Safety Ambassador
Program and Services Provider**



CITY OF RIVERSIDE
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION



1. Introduction/Project Description

The City of Riverside, in collaboration with the Riverside Downtown Partnership (RDP), a non-profit business association, is seeking proposals from qualified safety and hospitality Service Providers to assist with the creation and management of a Safety Ambassador program for public spaces in the City's Downtown.

The Riverside Downtown Business Improvement District (BID), managed by the Riverside Downtown Partnership (RDP), includes an area designated by the City as the Arts, Culture and Entertainment District. The RDP currently provides promotional and management support for the BID, and employs six part-time employees who serve as Downtown Ambassadors. These Downtown Ambassadors are a visible presence in Downtown, and provide a limited patrol and public interaction function in the evenings and on weekends. The focus of the existing ambassador program is on the patrolling of parking lots and structures within the Downtown core. The safety function of the Ambassadors is limited, however, with most security related contacts being deferred to the Riverside Police Department.

Maintenance of the public spaces within the Downtown area, including sidewalk sweeping, power washing, graffiti removal, landscaping, street furniture, and emptying trash receptacles, is provided by City of Riverside Public Works Department staff. Additionally, the City's Community Development Department provides homeless outreach services throughout the City.

The successful safety and hospitality Service Provider will have developed a scalable, budget-minded safety program that will complement the existing Downtown Ambassador program, with a focus on a safety and security function that is more than a visible deterrent. The Safety Ambassadors will be expected to patrol the Downtown area on foot, bicycle, and/or mechanized vehicles during evenings and weekends, or as needed, with an emphasis on deterring unwanted behavior and intervening as necessary (within parameters appropriate for non-sworn security personnel). Under the direction of the City and RDP staff, the Safety Ambassadors will be expected to coordinate closely with the Riverside Police Department and the City's Homeless Outreach Team. Additionally, to adequately prepare and respond to community issues, the Safety Ambassadors will need to coordinate with other organizations, such as management and security personnel at restaurants, nightclubs, entertainment venues, chambers of commerce, hospitality firms, and hotels; as well as maintenance staff from the City's Public Works Department, Public Utilities Department, and local public transit providers (Riverside Transit Authority, Metrolink, etc.).

2. Project Objectives

Seizing Our Destiny, Riverside's policy agenda for an Innovative Future, provides that *"in order to arrive at our desired destination and increase the community's quality of life, steps must be taken to promote intelligent growth, encourage innovation, position Riverside as a location of choice, and attract desirable businesses and jobs to the region."* One of the four guiding principles of Seizing Our Destiny is based on the desire to make Riverside a *"location of choice"*.

Consistent with Seizing Our Destiny, Downtown Riverside has experienced a series of improvements in the past few years, such as the opening of the renovated Fox Performing Arts Center, Fox Entertainment Plaza,



and Municipal Auditorium, the expansion and renovation of the Riverside Convention Center, the opening of the Culver Center for the Arts, the Citrus Tower office building, and the Hyatt Place Hotel. These projects have been a catalyst for the opening of a number of new restaurants and nightlife venues within the Downtown area.

The City is also working towards updates to the City's Downtown Specific Plan (Zoning Code), which would remove barriers to development that hinder the construction of new multi-family and residential mixed-use projects. This effort is driven by a City Council directive to ultimately accommodate 5,000 new residents in Downtown.

Additionally, in 2012 the City Council approved a Downtown Retail & Entertainment Strategy, which included an analysis of Downtown's strengths and opportunities for continued growth, and laid out recommendations that will be incorporated into the Downtown Specific Plan update mentioned above. Some of the economic development strategies include:

- Expansion of eating, drinking and entertainment establishments, concentrating entertainment venues in a compact area;
- Increased linkages to the Downtown and within the Downtown;
- Increased linkages to public transportation within the Downtown area; and
- Clustering of similar uses and guiding future development to occur around existing landmarks and corridors, such as the Riverside Convention Center and Main Street Riverside (the pedestrian mall).

Given the City's interest in developing dining and nighttime entertainment uses in the Downtown, and the construction of new residential projects, there is a proactive need to augment the existing Downtown Ambassador program with the Safety Ambassador program, to ensure growth occurs in a safe and coordinated manner.

3. Description of Services to be Provided

The Safety Ambassador Program is an integral component of the successful growth of Downtown Riverside businesses and nightlife activities. The primary function of the program is to assist the public and act as an active deterrent to criminal and disruptive activities. At present it is anticipated that the Safety Ambassador Program will be contracted with the City, with day-to-day interaction and coordination with the Riverside Downtown Partnership (RDP). However, it is possible that the RDP (or a future Community Benefits District) would contract the services, with the City playing a smaller role in the program's day-to-day operations.

The successful Service Provider will be responsible for employing a team of adequately trained, experienced Safety Ambassadors, team leaders, supervisors and any other personnel necessary to provide a visible, uniformed security presence, with a strong emphasis on positive guest experiences.

Safety Ambassadors will be deployed to assigned zones and will patrol the designated area to deter unwanted activity and to interact with businesses, residents, and visitors. They will be required to make business contacts daily and will monitor and track special events, concerts, social gatherings and other activities that are occurring



in the Downtown area. Safety Ambassador staff will also be expected to wear distinctive uniforms that are clearly identifiable.

The selected Service Provider is expected to demonstrate and list any specialized or advanced training or officer instruction that will be provided to personnel working on this account. These programs should include all programs devoted to customer service, leadership development, supervisor training, community policing techniques, officer safety, motor vehicle operation (if necessary), communication techniques, search and seizure, narcotics, dangerous drugs, and homeless/mental health. Such training may be subject to approval by, and coordination with, the Riverside Police Department.

Safety Ambassadors must have, and be capable of learning, basic police style patrol skills, and must be trained to be the eyes and ears of the community and the Riverside Police Department. Safety Ambassador staff are intended to be visible, mobile and responsive. Safety Ambassadors are expected to understand the basic philosophy of community-based policing and must be willing to make contact with individuals, and in limited cases perform a private persons arrest, and/or detain individuals until a sworn police officer arrives. Safety Ambassadors shall be unarmed; and are therefore expected to use their training to determine safe but proactive responses.

Safety Ambassador staff shall not only be trained in safety functions, but must also be selected based on personality, attitude and friendliness, since a large part of their duties include interacting with pedestrians and visitors to the district.

Safety Ambassador staff must meet and maintain a minimum level of physical fitness to perform the necessary duties. They will be expected to patrol the designated areas on bicycle or foot, over extended periods of time, and during inclement weather. Safety Ambassador staff are not expected to utilize motorized vehicles in the normal course of daily patrol.

The areas of enforcement that the Safety Ambassadors will address during typical shifts are largely quality of life issues. This includes identifying and responding to petty crime and maintenance conditions that, if not addressed quickly, may encourage more crime (i.e., the "broken window syndrome"). Such crimes may include, but are not limited to: petty theft, shoplifting, burglary from motor vehicles, possession of narcotics and other controlled substances, possession of drug paraphernalia, possession of burglary tools, graffiti, trespassing, nuisance behavior and vandalism.

Safety Ambassador staff will be responsible for completing incident reports, documenting completed tasks and routine assignments, keeping statistical records such as number of public interactions, and clearly communicate daily activities with program management, other safety personnel, City management staff, and RDP staff. Issues needing immediate attention such as graffiti removal, property damage, malfunctioning/broken lighting, or dangerous physical conditions must be promptly reported to the appropriate agency.



Safety Ambassadors will be required to perform many tasks including, but not limited to, the following:

- Conduct patrols within assigned patrol areas via foot, bicycle, and/or small motorized vehicles.
- Be knowledgeable of local ordinances, regulations and programs related to quality of life issues.
- Communicate in English (written and spoken) with Downtown workers, visitors, and City and RDP staff.
- Conduct interviews of persons and witnesses.
- Intervene as necessary to stop unwanted behavior.
- Offer and provide assistance, information and directions.
- Conduct regular business checks.
- Greet and engage pedestrians in conversation.
- Maintain a positive, friendly, helpful, and observant presence.
- Provide personal safety escorts as needed and as conditions permit.
- Identify and report all conditions and incidents that may impact safety.
- Pick up loose trash and debris, and make requests to dispatch of City sanitation workers when applicable.
- Observe and report cleaning issues to the supervisor
- Use a 2-way radio and write basic reports that document safety officer actions.
- Work closely and professionally with City, County and State agencies, such as Riverside Police Department, Riverside Fire Department, Public Works, Homeless Outreach Team, Alcohol and Beverage Control (ABC), Riverside Transit agency (RTA), Riverside County Transportation Commission, Metrolink, and all of their service contractors.
- Work in teams or individually on rotating shifts that include late or “graveyard” hours.
- Work holidays and during special events
- Attend meetings of stakeholders and community groups as needed to understand major topics of concern, communicate status of safety efforts, observations or trends, and maintain good working relationships with the community. The number of regular meetings attended by Service Provider staff, and the groups who will receive scheduled briefings, will be determined during the Exclusive Negotiating Agreement (ENA) period. A sample of stakeholder groups who may require scheduled briefings include the RDP, City Boards and Committees, Business Council’s, City Council, and “working groups” involving City staff.

The scope of work presented by the Service Provider is intended to be “scalable”, wherein an initial work program can easily be expanded when necessary to address the growth of Downtown activities and available funding.

4. Initial Staffing Requirements

Although the ultimate staffing numbers will be based upon a management plan to be jointly developed by community stakeholders, the initial assumption is that the program would provide the following minimum coverage:



Days	Hours	Number of Patrol Staff	Total Patrol Hours
Monday – Wednesday	7:00 p.m. – 3:00 a.m.	2	42
Thursday – Saturday	3:00 p.m. – 11:00 p.m.	2	42
Thursday – Saturday	7:00 p.m. – 3:00 a.m.	4	84
Total hours:			168

The positions in the schedule above include the following assumptions:

Position	Total weekly hours
Manager/Patrol Supervisor (1)	40
Dispatcher/Office Assistant (1)	40
Lead Bicycle/Foot Patrol (1)	40
Bicycle/Foot Patrol (4) (Combination of full and part-time)	112
Total weekly hours:	232

Additionally, the selected Service Provider is expected to equip their staff with the following items (at minimum):

- Uniforms
- 2-way radios
- Cell phones with cameras
- Computers or tablets (if necessary)
- Patrol Bicycles
- Administration station/call center

The Safety Ambassador Program described herein is for unarmed officers, therefore firearms shall not be included in the equipment provided.

5. Funding

The City and the Riverside Downtown Partnership (RDP) have not yet allocated funds for the Safety Ambassador Services Program. While the need for the program has been identified by the Downtown business community, the Greater Riverside Chamber of Commerce, City staff, and the City Council's Development Committee; the contribution of funds by the various community stakeholders has yet to be negotiated. Additionally, while the City has identified a potential source of program funds that could contribute up to \$100,000 a year for the first few years, it is understood that this is only a portion of the funding needed to support the level of service described in this RFQ.

The City of Riverside has initiated this RFQ without a committed source of funding because there is a need to define the costs and services of the Safety Ambassador Program, so that stakeholders benefiting from the services are fully informed. Staff anticipates that the responses to this RFQ will contribute to the City's and RDP's determination on how to fund the program, including how the costs are to be equitably distributed among community stakeholders. The RFQ responses will also inform a Steering Committee currently being formed to explore the creation of a Downtown community benefits district (CBD).



Responding Service Providers are expected to propose a budget that forecasts costs commensurate with the services and responsibilities being provided. The proposed budget shall include line-item details to assist the evaluation of services among the different proposals submitted. Because the funding of the program is yet to be determined, the initial starting date is anticipated to occur in Summer, 2017. Therefore, all responders to this proposal shall assume a July 1, 2017 start date when determining costs of the services provided.

The proposed budget shall also include any cost escalations that may occur over the course of a three (3) year period and a nine (9) year period, based on the terms stipulated within this RFQ (see Section 7 below). In addition, the proposal may include a supplemental, cafeteria-style budget of services that the City/RDP may consider in the analysis of anticipated future costs. For example, a supplemental budget may include the per-hour costs for additional security personnel during major events, the annual cost for additional personnel if staffing is increased, costs for additional equipment, or any other services that the provider offers.

Implementation of a Safety Ambassador Program is contingent on funds being set aside for the duration of the program. Because full funding for the program has not been identified, and the responsibilities and contributions from various stakeholder organizations is to be established during the Exclusive Negotiating Agreement ("ENA") period, as described below, it is possible that a Professional Services Contract Agreement may ultimately not be awarded due to a lack of funding or stakeholder participation.

6. Service Provider Selection and Exclusive Negotiating Agreement

Upon receipt of responses to this RFQ, a Staff Evaluation Committee will rank service providers based on (1) the company's experience and ability to serve the City of Riverside, and (2) the extent concept proposals reflect the best package of services within a reasonable budget. If there are more than three qualified responders to the RFQ, the Committee may limit the selection process to three service providers that rank the highest.

The RFQ Evaluation Committee will forward their ranking and recommendation to the City of Riverside's Development Committee. The Development Committee will make a recommendation to the City Council on whether the City should enter into an Exclusive Negotiating Agreement ("ENA") with one of the responding firms. The Development Committees' recommendation will then be forwarded to the City Council for review and approval.

Upon selection by the City Council, an ENA shall be awarded to the Service Provider for a duration of time necessary for the City to identify and adopt funding for the program, and to refine the program. The ENA will authorize the Service Provider to work with the City, RDP and/or other funding partners to refine the Draft Scope of Services and costs so that it best fits the needs of Downtown and available funding. Please note that the City would not be funding the Selected Service Provider during the ENA. Additionally, while the City, RDP and the Service Provider shall work in good faith to reach mutually agreeable terms of a service contract,



the City, RDP and Service Provider shall not be obligated to enter into a Contractor Services Agreement as a result of the ENA (see Section 12).

7. Duration of Safety Ambassador Service

This RFQ will result in the authorization of an Exclusive Negotiating Agreement (“ENA”). The duration of the ENA shall be associated with the time needed to negotiate the Safety Ambassador Program’s Final Scope of Services with the City’s funding partners, as well as identify the sources of funding. The ENA is expected to be authorized by the City Council by September, 2016.

A Contractor Services Agreement (“Agreement”) with the selected Service Provider shall be entered into once the funding program has been defined, and funding secured. The initiation of safety services by the selected Service Provider is assumed to occur July 1, 2017; although the timing of the services will correlate with the source of funding. As an example, if funding is provided solely by the City, then negotiations with other funding entities are not required, and an earlier start date could be possible. In contrast, if a Community Benefits District (CBD) is to contribute funds, then the lengthy process related to the formation of the CBD may require the Safety Ambassador program to be initiated after July 1, 2017.

This RFQ sets out to establish an initial three (3) year service contract. The contract would include three (3) subsequent options for extension, each be two (2) year in length, for a total of nine (9) years:

Term of Initial Contract*: 2017-2020 (three years)

Option 1: 2020-2022 (two-year extension)

Option 2: 2022-2024 (two-year extension)

Option 3: 2024-2026 (two-year extension)

(*) Assumes a July 1, 2017 initiation date (subject to change).

The terms identified above serve to ensure that all proposals are consistent in their staffing and amortization assumptions. The final determination of the duration of the contract will be contingent on funding sources, amount of funding, and the final scope of services negotiated by the funding partners. As an example, if a CBD is contributing funds, the Safety Ambassador Program may be limited to a maximum of five (5) years, pursuant to State law, with future years contingent on the CBD.

8. Submittal Requirements

Proposals shall be prepared to illustrate a straightforward and concise delineation of capabilities that satisfy the expectations of this Request for Qualifications (RFQ). Expensive bindings, colored displays, promotional materials, etc. are **not** necessary or desired. Emphasis should be placed on completeness and clarity of content. All Proposals shall be signed by a duly authorized representative of the proposing Service Provider. The name and mailing address of the individual executing the proposal must be provided.



Proposals shall adhere to the following format for organization and content. Proposals must be typed, and must be arranged and divided in the following sequence:

8.1. Cover Letter

A cover letter shall be provided to: 1) confirm that all elements of this Request for Qualifications have been reviewed and understood; 2) include a statement of intent to perform the services as outlined; 3) express willingness to enter into an agreement under the terms and conditions prescribed in this Request for Qualifications and in the Sample Agreement; 4) include a brief summary of the Company's qualifications; and 5) identify a single person to contact during the review process. The cover letter shall be no more than two (2) pages.

8.2. Company Information

An outline of the firm's background and qualifications to perform the requested services shall be provided. This section shall include basic company information, including the address and telephone number for the firm's main office, branch office, and the office that will service this contract.

Members of the firm's professional team (Managers, contact person, etc.) shall be identified by name and title, and contact phone numbers shall be provided. Also include major subcontractors (if any) and their degree of involvement in this program. Company information shall not exceed two (2) pages.

8.3. Draft Scope of Services

This section should demonstrate an understanding of the Request for Qualifications (RFQ). It should describe the general approach, organization and staffing required for the services requested. The Draft Scope of Services shall not exceed six (6) pages.

Please include a detailed explanation of the training, certification and continuing education that the employees will be required to obtain and maintain as a condition of employment. Additionally the scope should include an explanation of the process, method, or program used to track and measure the success of the services provided.

The Draft Scope of Services submitted in response to this RFQ shall be the basis of the Exclusive Negotiating Agreement ("ENA") between the Service Provider and the City (see Section 6), and shall be used by the funding partners (stakeholders) in negotiating their fair share of funding, as well as the pursuit of grant funds. As a result, the City of Riverside will accept a Draft Scope of Services that differs from the program described in Section 3 of this RFQ, provided any deviations are substantiated in the Draft Scope of Services provided. Deviations are acceptable because the City and the Riverside Downtown Partnership (RDP) are interested in a comprehensive and cost effective Safety Ambassador program that draws upon the experiences obtained by the firm while working in similar communities.



8.4. References

The Service Provider shall provide at least three (3) references from the past five (5) years. References shall be clients for whom services have been performed which are comparable in quality and scope included in this Request for Qualifications. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed, and include an explanation of the services provided. References shall be limited to one (1) page.

8.5. Cost of Services

This section outlines the cost for providing the outlined Draft Scope of Services. The proposing firm shall provide a line-item budget, with costs separated for each position and related equipment costs. The proposed budget shall include any cost escalations that may occur over the course of a three (3) year period and a nine (9) year period (per Section 7 above).

The City and/or RDP shall not be liable for any pre-contractual expenses incurred by any Service Provider in relation to the preparation or submittal of a proposal. Pre-contractual expenses include, but are not limited to, expenses by Service Provider in preparing a proposal or related information in response to the Request for Qualifications; negotiations with City and/or RDP on any matter related to this Request for Qualifications; and costs associated with interviews, meetings, travel or presentations. Additionally, the City and/or RDP shall not be liable for expenses incurred as a result of the rejection of any proposals made in response to this Request for Qualifications.

9. **Proposal Submission and Due Date**

All RFQ responses must be supplied on a CD or DVD to the City of Riverside Purchasing Department before 2:00 p.m. PST on Friday, June 17, 2016. File uploads cannot be accommodated. FLASH DRIVES will NOT be accepted.



REQUEST FOR QUALIFICATIONS
DOWNTOWN SAFETY AMBASSADOR PROGRAM AND SERVICE PROVIDER

Hard copy submittals will NOT be accepted. Media containing the proposals may be submitted by mail or in person, but must be time stamped by the Purchasing Department before the due day/time, and will not be returned. All packages must be addressed as follows:

Bidder's Name & Address	
RFP No: 1635 Due: June 17, 2016 Before: 2:00 pm PST Project: Downtown Safety Ambassador Program	City of Riverside; Purchasing Dept. Attn: Art Torres (RFP No. 1635) 3900 Main Street Riverside CA 92522

Packages must be time stamped at the Purchasing office before the due day/time or they will be considered non-responsive.

The time and date are fixed, and time extensions will not be granted. Proposals received after the submittal due date and time will not be accepted. All submittals shall be submitted on a CD or DVD, and shall be saved as an Adobe Acrobat Portable Document Format (PDF) file. The City reserves the right to accept, reject, and evaluate any and all proposals, to request additional information, and to change the scope of this RFQ. Any Proposal submitted to the City shall become the property of the City. The City will not be liable for, nor pay for, any costs incurred by the respondent in the preparation of a response to this RFQ, or any other costs involved, including travel expenses.

10. Public Records

All proposals submitted in response to this RFQ become the property of the City and under the Public Records Act (Government Code § 6250 et. seq.) are public records. As such, this RFQ is subject to public review. However, the proposals shall not be disclosed until negotiations are complete and a recommendation for selection is made to a Commission, Committee or City Council. Proposals will be subject to public review at least 10 days before award.

If a Service Provider claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California law, price proposal to a public agency is not a trade secret.

11. Inquiries

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFQ should be submitted in writing to:

Jay Eastman, AICP
Principal Planner
E-Mail: jeastman@riversideca.gov



The deadline for Service Providers to submit questions or requests shall be 5:00 p.m. PST on Thursday, June 9, 2016. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and addressed **only** to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via e-mail to the address provided above. All questions received by the due date will be logged and reviewed, and if required, a response will be provided via an addendum to the RFQ that will be posted on the City's Active Bidder website. **Any communications, whether written or verbal, with any City Councilmember or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**"

12. Evaluation Criteria and Process

All responses to this RFQ shall be submitted by the due date identified above (Proposal Submission and Due Date; Section 9).

The City of Riverside reserves the right to amend, withdraw and cancel this RFQ. The City also reserves the right to reject all responses to this RFQ at any time prior to agreement execution. Furthermore, the City reserves the right to request or obtain additional information about any and all submittals. The RFQ responses will be evaluated by a panel of City staff from the Community Development Department, Public Works Department, Riverside Police Department, and other departments in the City as needed, in conjunction with staff from the Riverside Downtown partnership.

12.1. Evaluation Criteria

The City of Riverside will award the contract based upon the Proposal the City determines to be most advantageous. Selection criteria upon which evaluation of the Proposals will be based includes, but is not limited to:

Service Provider Qualifications

- *Qualifications and Experience* – A high level of professional competence and a proven track record in the management and provision of Safety Ambassador services in a city of similar size and population.
- *References* – Quality references attesting to the character, integrity, reputation, judgment, expertise, performance and efficiency of the proposer; and
- *Staffing* – Experience and training of the personnel assigned to the service area.

Proposal Content

- *Approach* – The Service Provider's responsiveness to the needs outlined in the RFQ; and
- *Quality of the Proposal* – The proposal should clearly demonstrate the Service Provider's understanding of the City's overall objectives of the activity.



Cost

- Cost - Fair and reasonable costs based on work duties performed.

The City of Riverside reserves full discretion to determine the competence and responsibility, professionally and/or financially, of proposers. Based on the above selection criteria, submittals will be scored as follows:

Service Provider Qualifications:	<u>40%</u>
Proposal Content:	<u>40%</u>
Reasonable Cost:	<u>20%</u>
Total Possible:	<u>100%</u>

12.2. Evaluation Process

The three (3) top ranked firm(s) **may** be asked to participate in an oral interview with the Staff Evaluation Committee to provide greater details regarding the content of their proposal or their qualifications. With or without an oral interview, the Staff Review Committee will score each submittal and recommend a ranking of the top 3 RFQ responders based on the criteria above.

The RFQ responders' written submittals, outlining their qualifications and proposals, will be forwarded to the City of Riverside's Development Committee for a recommendation to the City Council. The City Council will review the qualifications and proposals, and take into consideration the recommendations by the Staff Evaluation Committee and Development Committee.

The City Council shall authorize City staff to enter into an Exclusive Negotiating Agreement ("ENA") with a Service Provider. It is the goal of the City to select a Service Provider in the Summer (2016); initiate funding negotiations with partnering stakeholders; and have the City Council enter into a final Contractor Service Agreement ("Agreement") with the selected Service Provider by Summer 2017.

After an ENA is entered into with a Service Provider, the Safety Ambassador Program funding partners (community stakeholders) will identify sources of funding and coordinate with the Service Provider the Final Scope of Services, line item budget, detailed work program and/or management plan. The Selected Provider will, within established budget limitations, present the Final Scope of Services to the City and RDP, and the final scope shall address issues such as staffing levels, specific duties, tasks, work products, time schedules, and hours of service.

The purpose of the ENA period is to allow the Service Provider and City to formalize a Final Scope of Services that reflects fair and reasonable compensation and achieves the needs of the Downtown stakeholders. If the City is unable to obtain a fair and reasonable price, or cannot reach agreement regarding the terms of a Contractor Services Agreement ("Agreement"), then the City will may negotiations with that Service Provider and begin negotiations with the next firm that best meets the needs of the City, and so on until the City and a service provider reach an agreement.



The schedule of the evaluation process discussed above is outlined as follows:

Final day for receipt of RFQ questions	Before 5:00 p.m. PST, Thursday, June 9, 2016
Responses to RFQ questions posted on City website	Before 5:00 p.m. PST, Monday, June 13, 2016
Proposal due	Before 2:00 p.m. PST, Friday, June 17, 2016
Evaluations by the Staff Evaluation Committee	June 17, 2016 through June 24, 2016
Oral presentations to the Staff Evaluation Committee (May be limited to three of the highest scoring service providers).	Tuesday July 5, 2016 (Tentative Date). If determined that presentations are necessary, the highest ranked Service Providers will be notified on June 24, 2016 that they have been selected for a presentation at the date (tentatively) noted above.
Development Committee meeting review and recommendation	Thursday, July 21, 2016 (Tentative Date)
Award of ENA at City Council meeting	Tuesday, August 23, 2016 (Tentative Date)

13. General Terms and Conditions

13.1. Payment

The City of Riverside, Purchasing Division, will issue a purchase order for the required services. The Service Provider shall invoice all work to this purchase order unless otherwise directed by the City. Invoices for additional material and labor shall be billed on a separate invoice. The Service Provider shall include the purchase order number and description of work performed pursuant to the submitted line item budget on each invoice.

Service Provider shall submit invoices to the City. The City is not responsible for late payments resulting from invoices that are submitted late or that are incomplete.

Service Provider shall submit invoices to:

City of Riverside
Attn: Jay Eastman, Principal Planner
3900 Main Street
Riverside, CA 92522

The City of Riverside payment process is through an electronic transfer process. Service Providers must be set up for this payment process in order to be compensated for materials and services.

13.2. Public Records

All Proposals submitted in response to this RFQ become the property of the City and under the Public Records Act (Government Code § 6250 et. seq.) are public records, and as such may be subject to public review. However, the Proposals shall not be disclosed until negotiations are complete and a



recommendation for selection and award is made to the City Council. Proposals will be subject to public review at least 10 days before award.

If a Consultant claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California law, price proposal to a public agency is not a trade secret.

13.3. Disqualification

Any communications, whether written or verbal, with any City Council member, RPU Board member or City staff other than the individual indicated above, prior to award of an Exclusive Negotiating Agreement (“ENA”) by City Council, is strictly prohibited, and the Service Provider shall be disqualified from consideration.

13.4. Addenda & Notifications

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged by signing each addendum, which will be made part of the contract. Failure to acknowledge an addendum will automatically deem your bid non-responsive. Addenda notifications will be provided to those subscribed to the Electronic Bidder's List via email.

13.5. Proposal Information and Submittals

All prospective Proposers submitting a proposal must be subscribed to the Electronic Bidder's List for that RFP. If the Proposer is not listed on the Electronic Bidder's List by subscribing at www.riversideca.gov/bids then the proposal will be considered non-responsive and given no further consideration. Additionally, the proposal must be submitted under the same company name as used to subscribe to the RFP on the Electronic Bidder's List.

13.6. Consultant Services Agreements

The successful Service Provider will be required to enter into an Exclusive Negotiating Agreement (“ENA”) upon selection by the City Council. A termination date for the ENA will be identified following the selection of the preferred Service Provider by the City Council; and said termination date will correspond with the anticipated timeline for identifying and securing funding for the Safety Ambassador Program, as well as the completion of a Final Scope of Work. The City Manager shall be authorized to initiate the ENA following Council selection, and extend the ENA as deemed necessary.

Upon completion of negotiations of a Final Scope of Work, the Service Provider will be required to sign a Contractor Service Agreement (“Agreement”). **No modifications to this agreement are permitted.** The Service Provider must meet all insurance requirements in the Sample Agreement (Exhibit 1). All



terms and conditions of the Agreement are non-negotiable. Any modifications to the Agreement by the Service Provider shall result in the Proposal being rejected.

Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If the successful Service Provider refuses or fails to execute the Agreement, the City may award the Agreement to another qualified Service Provider.

The successful Service Provider will also be required to obtain and pay for all licenses necessitated by the Proposer's operations. Prior to performing any services, Service Provider and its subcontractors shall be required to have a City of Riverside Business Tax Registration valid for the life of the Agreement; and provide evidence of appropriate license.



EXHIBIT 1

Sample Professional Consultant Service Agreement