

# Ambassadors Guide Program



## Request for Proposals January 12, 2009

RESPOND TO:  
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\*Submission Form is at the conclusion of this document and numbered 1-4

# AMBASSADOR PROGRAM

## REQUEST FOR PROPOSALS

The Bayside District Corporation (BDC), a non-profit public benefit corporation, funded in part by a Property-Based Assessment District (PBAD) in Downtown Santa Monica, is seeking proposals from those interested in creating an Ambassador Program in the Downtown District.

In its sole discretion, the BDC reserves the right to (1) withdraw this Request for Proposals (RFP) without notice, (2) accept or reject any or all submittals, and (3) accept submittals which deviate from the RFP as the BDC deems appropriate and in its best interest. The BDC 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 an Ambassador Program. Presentations regarding submissions may be required at the sole discretion of the BDC and may include a review of current services offered at other locations.

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.

The BDC shall have no obligation or liability with respect to this RFP and/or this selection and award process or whether any 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 BDC reserves the right to use any information submitted in response to this document in any manner it deems appropriate in evaluating the services proposed.

**Proposals from interested applicants must be received by 2:00 p.m. on February 15, 2009 at the BDC office.**

Any questions regarding this document should be submitted to:

Andrew Thomas, Operations Manager  
Bayside District Corporation  
1351 Third Street Promenade  
Suite 201  
Santa Monica, CA 90401

(310) 393-8355

[athomas@baysidedistrict.org](mailto:athomas@baysidedistrict.org)

It is anticipated that the contractor for the services described herein will be selected within 30 days of the release of this RFP to allow time to finalize the contract, train personnel, and schedule and organize the program prior to commencement.

## **Overview**

The Bayside District Corporation is a non-profit, public benefit corporation located in downtown Santa Monica. The Bayside District Corporation's (BDC) purpose is to provide enhanced maintenance, ambassadors, marketing, and special projects above and beyond those provided by the City of Santa Monica. Property owners within the Bayside District Property-Based Assessment District (PBAD) boundaries (see map attached) pay a special assessment designed to fund these programs, which focus on improving the physical and economic environment and creating a safe and inviting atmosphere for downtown. One of the most important elements needed to achieve this goal, and one that warrants special attention, is providing security, safety, and management on District streets.

Property owners, tenants and visitors have expressed that they feel much safer with a higher, more visible presence that can be provided by Ambassador programs. Ambassadors are hosts who will be trained in a variety of tasks, including providing information to visitors, offering escort services for employees, reporting maintenance issues, and being witnesses against persons that commit crimes. Other California cities that host similar programs are San Diego, Long Beach, and San Jose.

The BDC Ambassador Program will be carefully coordinated with existing municipal services such as those provided by City of Santa Monica Maintenance and the Santa Monica Police Department. Ambassadors should carry appropriate communications devices to contact other agencies as appropriate. The BDC will manage program coordination, and will provide an office and equipment storage space for the Ambassador Program.

## **Area of Services**

The Contractor will provide the BDC with an Ambassador Program that works within the boundaries of the PBAD (see PBAD Map, Attachment A). The PBAD is divided into three zones. Zone 1 receives 100 percent coverage, Zone 2, 50 percent coverage, and Zone 3, 25 percent coverage. It is crucial for the success of the Ambassador Program that this coverage be documented and proven.

Ambassadors will cover designated areas on a specific schedule, determined in advance by the BDC and the Contractor.

## **Terms and Conditions of the Contract**

The term of this contract will be for thirty-six (36) months from contract execution. Thereafter, BDC will have the option to renew said contract for a minimum period of three (3) months for up to two (2) additional years. BDC 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, BDC may terminate the contract immediately and the contractor shall be paid only for the services provided, less any damages or costs incurred by BDC in the termination of the contract.

## **Ambassador Program Overview**

Ambassadors will be deployed throughout downtown, with a frequency that corresponds to the three zones of service in Santa Monica. Ambassadors will be on foot, bicycle, and on Segway, where allowed, and wear distinctive and colorful clothing that maximizes their visibility as well as complements overall downtown marketing efforts.

The primary role of the Ambassadors is to serve as "good will ambassadors," giving directions, offering security escort service providing restaurant and retail information, and any other customer oriented support that will make Downtown Santa Monica within the PBAD boundaries more inviting. Ambassadors advise visitors, workers and

residents about Santa Monica's amenities, such as attractions, retail, and restaurant venues and parking choices. The Ambassadors are a friendly resource for all Santa Monica users.

Ambassadors also work with the Santa Monica Police Department observing criminal behavior; illegal vending, graffiti, and illegal use of public property, including code violations, and will be trained in understanding municipal codes that govern activity and use of public space.

Ambassadors will report maintenance issues in downtown including burned-out streetlights, damaged newsracks, and potholes in sidewalks. If the issue is minor, Ambassadors will immediately address it, like picking up trash on the sidewalk and placing it in a receptacle and removing a flyer or sticker taped to a light pole. Ambassadors will also serve as restroom monitors in the Premier Restrooms located in Parking Structure #4.

Finally, the Ambassador Program will also work in concert with local social service providers, offering service referrals when appropriate.

### **Ambassador Program Description**

- The Ambassadors will circulate throughout public areas of the District on a daily schedule to provide the public with information and other assistance. The Ambassadors will be trained and knowledgeable about points of interest in Downtown, special events, and services located in and surrounding the District.
- The Ambassadors will, as part of their daily routine, visit Downtown businesses to address any needs and concerns.
- The Ambassadors will also report maintenance issues, pick up loose trash that can be placed in a trash can, and remove graffiti, stickers, and handbills that, due to their specific nature, can be addressed immediately.
- The Ambassadors will be trained in customer service and public relations in a manner that promotes the image of the District and the City of Santa Monica.
- The Ambassador Program should incorporate all "best practices" and be equipped with a electronic device(s) to both communicate with appropriate agencies and document maintenance issues and all interactions with the public.
- The Ambassadors will serve as a presence to enhance the perception of safety in the District and provide an additional information resource to law enforcement. Ambassadors will not be or function as deputized law enforcement officers, nor will they carry weapons or any kind. All training with law enforcement will occur through the BDC.
- The Ambassadors will be outfitted with uniforms selected by the BDC.
- Per a study commissioned by Bayside consultant Progressive Urban Management Associates (PUMA), it has been recommended that Bayside fulfill its goals through the following deployments:
  1. 960 hours per week (approximately 24 F.T.E.)
  2. 7-days per week of coverage from 10 a.m. to 12:30 p.m.
  3. 112 hours/week of coverage monitoring the Premier Restroom location in Parking Structure #4
  4. Deployment on foot, bicycle, and Segway

## **Contractor's Responsibilities**

- Staff, supervise, train, and administer the Ambassador Program for the BDC.
- Uphold rigorous hiring standards that include background checks and drug testing.
- Execute above Program Description.
- Carry out a schedule that can fluctuate daily, seasonally, and as specified by BDC, to accommodate special events or other conditions.
- Develop and provide a training program for the Ambassador Program that includes both classroom and in-field training.
- Provide and maintain uniforms to the ambassadors from the source agreed to by the BDC. All ambassadors will be distinctly identified (uniformed) as working on behalf of BDC.
- Provide appropriate communication devices and all related equipment to ambassadors.
- Provide services in a professional manner, to the satisfaction of BDC.
- Use an electronic reporting system to document all Ambassador reporting and interactions using information from the BDC database.
- Report observed maintenance needs in the public realm to BDC.
- Interact with the appropriate City of Santa Monica staff in reporting maintenance issues.

## **BDC Responsibilities**

- Oversee Contractor services and contract administration.
- Administer District.
- Provide Operations Center and storage area.
- Provide assistance and direction to Contractor in the training of the ambassadors.
- Coordinate with the City of Santa Monica and other entities.

## **Personnel**

All personnel used by the Contractor under this program will be employees of the Contractor. Contractor shall pay all salaries, insurance and expenses, all federal social security taxes, federal and state unemployment taxes, and all other taxes relating to the employees. Contractor must comply with legal requirements including the Federal Fair Labor Standards Act, Equal Opportunity Employment, Americans with Disabilities Act, and the City of Santa Monica Living Wage. The BDC has the right to reject any of Contractor's employees or request immediate replacement without cause.

The Contractor, the Contractor's employees, and its subcontractors, shall be competent and careful workers skilled in their respective trades, and comply with the Santa Monica Living Wage. Subcontractors shall be subject to prior approval by BDC. 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 and the Contractor must warrant the fitness of all employees. All Ambassadors must pass a thorough background check and pass a 10-panel drug test to be administered by the Contractor. The BDC 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. The BDC shall also have the right to review employment files for all Contractor employees working in the District.

## **Training**

Training will be important to the success of the Ambassador Program. 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 ambassadors working in assigned zones. Contractor shall provide for initial training and appropriate in-service training. Contractor shall submit a detailed training plan/program and schedule with this proposal. The BDC will coordinate with the all City of Santa Monica departments involved in Ambassador training. Detailed training practices and manuals must be made available to the BDC prior to training.

Training provided by the Contractor at Contractor's expense shall include, but may not be limited to:

- Philosophy and mission of BDC and the Ambassador Program
- Policies regarding personal conduct, attitude, etiquette
- Public relations and customer service
- Employee Code of Conduct/Rules and Regulations
- Scheduling, assignments, procedures
- Uniform maintenance, appearance
- Equipment use and maintenance
- Radio/Communications device use and etiquette
- Daily procedures
- Special Events procedures
- Data collection, report writing, emergency reporting procedures
- Program activity reporting;
- Personal safety policies and procedures; emergency procedures
- Legal responsibilities
- Street Smarts; awareness; dealing with conflict; cultural diversity
- Chain of command
- CPR/First Aid
- Classroom and field training: downtown geography, points of interest, businesses, and services
- Bicycle and Segway safety, as applicable
- History and organization of the City of Santa Monica
- Downtown attractions
- Dealing with emotional behavior, mentally ill, homeless, aggressive behavior, etc.
- Community sensitivity/cultural diversity
- Dealing with youth/gangs

## **Hours of Operation**

The BDC proposes that the Contractor will provide ambassadors from generally 10 a.m. until 12:30 a.m. everyday of the week.

Final schedules and staffing will be determined by the BDC 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. Proposal should outline proposed holiday schedule.

Any schedules or services to be performed outside of the normal scope of the program must be approved in advance by the BDC. In those cases, Contractor and the BDC will agree on a fee or hourly rate for providing services for special situations or events not included in the regular weekly schedule. Ambassadors shall not perform services for private individuals, other organizations, or special events without the prior approval of the BDC within District boundaries.

## **Equipment**

Communication Devices - Each ambassador will be equipped with a communications device(s) that allows them to communicate with their supervisors and other ambassadors. Ambassadors must also be able to access information from a handheld PDA and then print – using a handheld printer – that information if the visitor being assisted desires this.

Ambassadors must be able to report maintenance incidents that require immediate attention via a text-messaging system that is compatible with software that is accessible by the Contractor and the BDC.

The Contractor will purchase communication equipment for use by the ambassadors. Contractor shall provide regular maintenance for the communications equipment. Contractor shall be responsible for damage to communications equipment above normal wear and tear and shall replace, at Contractor's expense, any equipment lost, stolen or destroyed. All communications devices shall be maintained in good working order throughout the Contract period. Problems with function of or damage to communication equipment must be reported to the BDC immediately.

Software – Contractor will supply the BDC with a Web-based software package that integrates with the handheld reporting device. This software will guide Ambassadors by providing business information such as maps and directions, telephone numbers, and any other relevant information about Downtown Santa Monica. This software must also be able to document all maintenance reporting as well as public and business interactions and be immediately available to the BDC via a Web-based platform. In addition, the BDC may choose to transfer its database to the Contractor's system, in which case the Contractor must house this information on redundant servers. The Contractor must present the BDC with an annual Disaster Recovery plan for this information.

All information housed by the Contractor belongs to the BDC and must be returned to the BDC at the BDC's request, an obligation that shall survive contract termination.

Other Equipment - 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. BDC will have to approve any and all equipment proposed for use by the Contractor. The BDC shall have the option to display the BDC logo on all equipment used by the Contractor to provide these services. All equipment purchased with funds under this contract shall belong to the BDC and shall at the BDC's option revert to the BDC at the termination of this contract.

## **Uniforms**

All Ambassadors and their equipment will be distinctly identified (uniformed) as working on behalf of the BDC. The BDC will specify the uniform elements and the Contractor will secure through a vendor/source agreed to by the BDC. The uniform that the Contractor will use will consist of blue shorts in warmer months and blue pants in cooler months with a button captain's shirt (color as specified by the BDC). The shirt will have the BDC's logo patch affixed to the left-hand side above the pocket. The Contractor will require all Ambassadors and Program employees to wear a black belt without adornment and black walking shoes. The Contractor will pay for these uniform elements. The Contractor's employees providing services for the BDC will be required to wear uniforms while on duty and the uniform will not be used at any other time, except for the commute to and from work. These uniforms will be maintained in a clean and acceptable condition by Contractor at all times. Ambassadors must not wear dirty or disheveled uniforms while on duty. All uniform elements paid for by the Contractor are the properties of the BDC and will be accounted for and returned to the Operations Center by the Contractor.

The Contractor will also supply certain other uniform elements. These items may include: uniform caps or hats, fanny packs, rain ponchos, rain suits, lightweight jackets and/or heavy jackets. These uniform elements will be maintained in a clean and acceptable condition by Contractor at all times. These uniform elements are the property of BDC and shall remain in the Operations Center at all times when not in use. Ambassadors shall not wear uniform items or items with the BDC logo for purposes other than assigned duties or during scheduled working hours.

## **Operations Center**

The BDC will provide an Operations Center located in Parking Structure #3 for use as a base of operations for the Ambassadors. The Contractor must conduct space planning for this space to maximize its use and allow for the coexistence with the City of Santa Monica Farmer's Market. The Contractor must also furnish the space for their own use with whatever items are necessary (such as desks, chairs, tables, telephones, etc).

The Contractor will be responsible for overall maintenance of the Center and its furnishings, which are to be used by their personnel. Any damage to the facility, other than normal wear and tear, shall be repaired by the Contractor at the Contractor's expense. The Center and its contents shall be maintained in a clean and acceptable condition at all times.

## **Insurance Requirements**

### **Contractor's Insurance**

Prior to commencing work, the Contractor shall procure and maintain at 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. The cost of such insurance shall be included in Contractor's bid.

The Bayside District Corporation and the City of Santa Monica shall be named as additional insured under such insurance policies and Contractor shall provide the BDC with Certificates of Insurance evidencing such insurance and proof of payment of insurance premiums. Contractor must notify the BDC within 24 hours of any cancellations of such insurance policies.

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:

## **Minimum Limits of Insurance**

Contractor shall obtain insurance of the types and in the amounts described below (subject to modification prior to contract execution):

### **1) Commercial General Liability Insurance**

Contractor shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.

### **2) Business Auto Liability Insurance**

Contractor shall maintain business auto liability with a limit of not less than \$1,000,000 each accident.

### **3) Workers' Compensation and Employer's Liability Insurance**

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 per accident for bodily injury or disease.

### **4) Property Damage**

Contractor shall maintain broad form property damage insurance, to include fire legal liability with a limit of not less than \$50,000 per occurrence.

## **Minimum Scope of Insurance**

- 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.
- 2) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non owned autos). 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.

## **Deductibles and Self-Insured Retentions**

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

## **Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following

provisions:

- 1) Bayside District Corp, its officers, officials, employees, and volunteers as well as the City of Santa Monica, 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. BDC and 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.
- 2) For any claims related to this project, the Contractor's insurance coverage shall be primary as respects the BDC, its officers, officials, employees, and volunteers, as well as the City of Santa Monica, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### **Workers' Compensation and Employer's Liability**

The insurer shall agree to waive all rights of subrogation against the Bayside District Corp and the City of Santa Monica, its officers, officials, employees, and volunteers for losses arising from activities and operations of Contractor in the performance of services under the contract.

### **All Coverages**

- 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 BDC and the City as set forth in the notice requirement of this Agreement.
- 2) If 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. BDC and the City, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach. Alternatively, BDC and the City may purchase such coverage (but has no special obligation to do so), and without further notice to the Contractor, BDC and the City may deduct from sums due to the Contractor any premium costs advanced by the BDC and the City for such insurance.

### **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 Santa Monica's Risk Manager.

### **Verification of Coverage**

Contractor shall furnish the BDC and the City of Santa Monica 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 BDC or City of Santa Monica or on other than the BDC and City of Santa Monica'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 Santa Monica before work commences. The BDC and the City of Santa Monica 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.

### **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### **Policies**

Contractor shall establish and publish detailed policies and procedures and provide an employee handbook for all employees. Contractor will adopt and include in employee Handbook policies relating to personal conduct while on duty, conduct in the Operations Center, and customer service. These policies will be suggested by and must receive prior approval from the BDC.

### **Audit**

The BDC reserves the right to audit employee payroll records and review testing programs, policies and procedures, employee handbook, other written information, and observe training.

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. Contractor will use the Web-based platform for tracking work and reporting incidents to the Operations Manager.

### **Use of Program Logo**

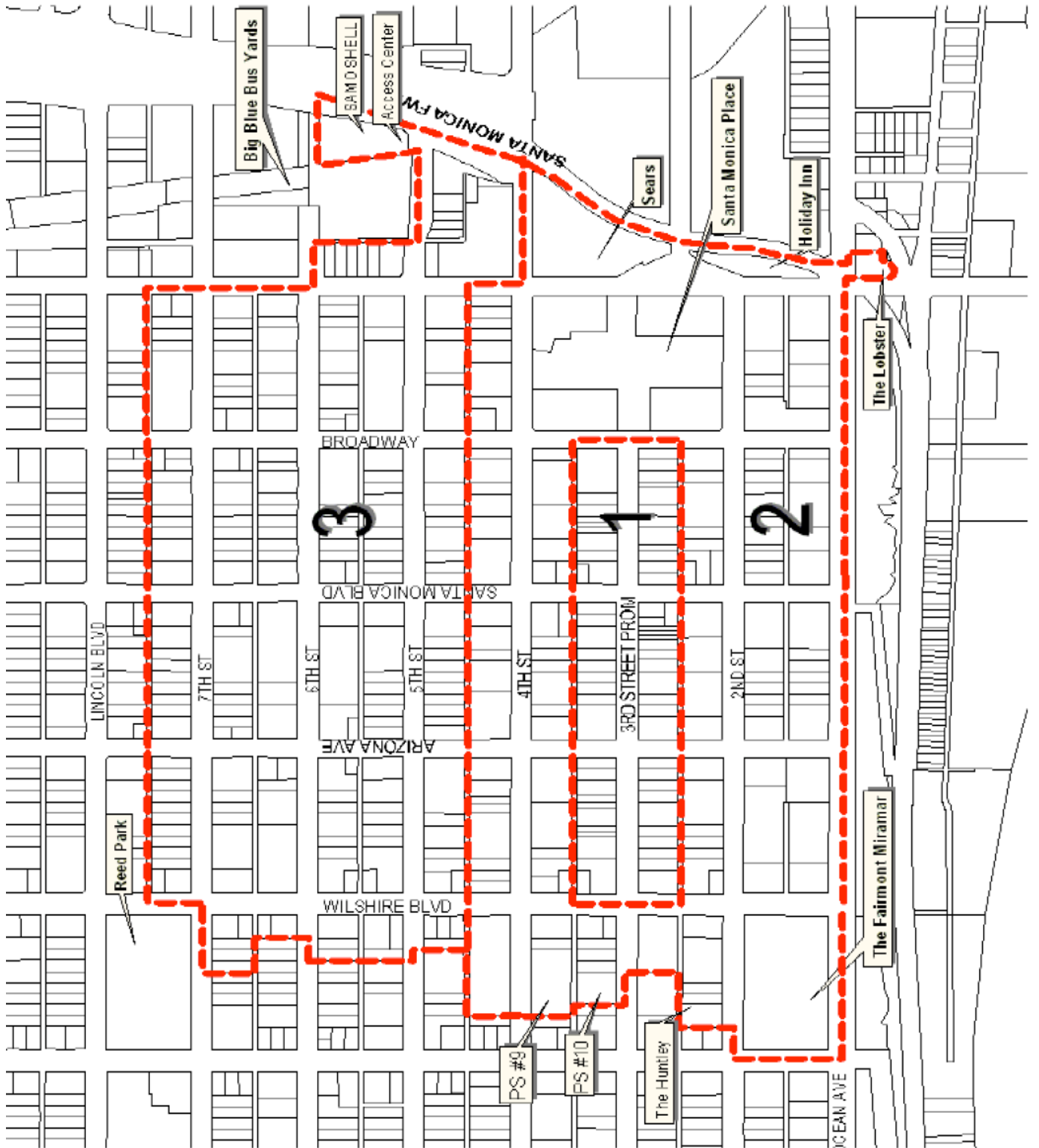
The Bayside District Corporation has developed the district logo for the exclusive use by the BDC. This logo shall not be used for other purposes without the written consent of the BDC. Contractor will not use or refer to BDC or the District, directly or indirectly, in any advertisement, news release or release to any publication without written consent of the BDC.

| **Attachments**

EXHIBIT A District Boundaries

EXHIBIT B Proposal Submission Form

**Exhibit A: License Area**









Signature Authorized Representative

Date

\_\_\_\_\_  
Print Name and Title of Authorized Representative