



REQUEST FOR PROPOSALS

RFP #1598



Notice is hereby given that sealed proposals will be received by the City of Culver City, California, for furnishing the following:

CREATION AND IMPLEMENTATION OF A SUSTAINABLE BUSINESS CERTIFICATION PROGRAM

In strict accordance with the Specifications on file in the office of the CULVER CITY PURCHASING DIVISION, 4343 Duquesne Avenue, Culver City, California, 90232. Copies of specifications and proposal documents may be obtained from the City's website at www.culvercity.org/Services/BidNotices.aspx.

One original, one electronic, and three copies of the proposal must be submitted to the CITY CLERK in a sealed envelope at CITY HALL, 9770 Culver Boulevard, Culver City, California, 90232, **not later than 3:00 p.m. on Thursday, September 1, 2016**, at which time they will be publicly opened in the Council Chambers on the first floor of City Hall. Facsimile proposals will not be accepted. Any firm may withdraw his proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Martin Cole, City Clerk

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REQUEST FOR PROPOSALS

for

**CREATION AND IMPLEMENTATION OF A
SUSTAINABLE BUSINESS CERTIFICATION PROGRAM**

RFP #1598

July 12, 2016

City of Culver City

The Public Works Department

9770 Culver Boulevard

Culver City, CA 90232-0507

CREATION AND IMPLEMENTATION OF A SUSTAINABLE BUSINESS CERTIFICATION PROGRAM: RFP #1598

I. REQUEST SUMMARY

The City of Culver City (City) is seeking proposals from qualified firms to provide the following professional services:

- 1) Creation and implementation of a Sustainable Business Certification Program in Culver City, California.

II. INTRODUCTION

A. Community Profile

The City is a charter city in California that was incorporated in 1917. The City is governed by a five-member City Council whose members are elected at large and operate under a Council/City Manager form of local government.

The City is full-service and located in the western area of Los Angeles County, generally situated north of Los Angeles International Airport, southeast of Santa Monica, south of Beverly Hills and southwest of West Hollywood. The City is approximately five square miles with a residential population of approximately 40,000. The total adopted budget for FY 2015-16 is approximately \$224 million, of which \$107 million is General Fund.

B. Background

Sustainability exists at the intersection between environmental stewardship, economic vitality and community needs. To be sustainable is to consider the environmental, financial and human impacts of a community's decisions and actions and to find an equitable balance between the health of its members, its economy, and the environment.

The City has a history of establishing policies that protect the environment and has implemented programs and completed projects that further its sustainability objectives. In 2006, the City Council established a Sustainability Subcommittee and through a grant obtained from the American Institute of Architects, the City hired a Sustainable Design Assessment Team (SDAT) to participate in the development of guidelines to establish sustainable policies, programs and projects for the City (Guidelines). SDAT worked with City staff and the Sustainability Subcommittee to prepare the Guidelines that were subsequently presented to the public through a series of community meetings to obtain their feedback. The Guidelines include recycling, energy efficiency, pollution elimination, decreasing waste, water conservation, hazardous waste reduction, clean energy and the conservation of renewable and non-renewable resources. The purpose of the Guidelines is to steer policy decisions that consider the long-term impacts to the

natural environment and economic health of the community.

Though the Guidelines have steered the City when considering projects, policies and programs, creating and implementing a Sustainable Business Certification Program (Certification Program) is a key tool to raise environmental consciousness, creates a template businesses may use to become more sustainable, and provides a mechanism to recognize their environmental achievements.

The City has set aside funds to hire a firm to create and implement a Certification Program that will organize and build upon the City's existing sustainability progress achieved to date and establish a baseline for businesses to measure and track their progress.

C. General RFP Submittal Information

The City's designated staff will evaluate proposals received.

During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from those that submit proposals, or allow clarifications, corrections of errors, or omissions. Any and all changes in the RFP will be made by written addendum, which shall be issued by the City to all prospective firms who have been issued or obtained copies of the RFP from the City's website.

The City reserves the right to retain all proposals submitted. Submission of a proposal indicates the firm's acceptance of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

The preparation of the proposal will be at the total expense of the firm. There is no expressed or implied obligation for the City to reimburse responding firms for any expense incurred in the preparation of proposals in response to this request. All proposals submitted to the City shall become the property of the City and will not be returned.

The City reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City.

To be considered, firms must send one color original, one electronic (searchable PDF copy of the entire proposal on a disc or memory stick), and three (3) hard copies of their proposal in a sealed envelope with the name of the company submitting the proposal and the following title: "Creation and Implementation of a Sustainable Business Certification Program" to:

**City Clerk
City of Culver City
9770 Culver Blvd.
Culver City, CA 90232**

For a complete list of the City's RFP submittal terms and conditions, legal statements, and insurance requirements, please refer to "Exhibit A" attached hereto.

D. RFP Questions

Questions with regard to this RFP should be submitted in writing only by sending an e-mail to Joe Susca, Senior Management Analyst at joe.susca@culvercity.org by Tuesday, August 2, 2016. All firms sending questions will receive responses to all questions and any other addenda that may be released, via e-mail by Monday, August 15, 2016.

E. Schedule

Though the City reserves the right to make changes to the schedule below, the City anticipates the RFP process will unfold as follows:

RFP released:	July 12, 2016
Deadline for receiving questions:	August 2, 2016
Response to questions:	August 15, 2016
Proposals due:	September 1, 2016 at 3:00 p.m.
Finalists selected:	September 15, 2016
Presentations/Interviews (if necessary):	Week of September 19, 2016
Firm selected by City Council:	October 11, 2016

III. SCOPE OF SERVICES

The City intends to obtain the services of a qualified firm to provide the services outlined below.

A. Sustainable Business Certification Program

1. Develop and initiate implementation of a Certification Program that:
 - a) Adheres to the guidelines and principles established by California's Green Business Network.
 - b) Includes creation of a checklist that will be used to perform a sustainability audit of business operations.
 - c) Development of an action plan that is based on the sustainability audit results for the business to implement as a condition to receiving their certification.
 - d) Includes on-site verification that the action plan was implemented prior

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- to awarding certification.
2. Determine (and include) a list of which business sectors the firm will target to participate in the Certification Program.
 3. Estimate the number targeted businesses the firm anticipates will complete a sustainability audit and of those, how many will go on to become certified over the first year.
 4. Develop and implement a marketing strategy in conjunction with City staff that reaches out to targeted local businesses, utilities, and professional associations to promote and highlight the merits of participating in the Certification Program.
 5. Provide a range of cost the firm will charge each business to participate in the Certification Program.
 6. Recommend incentives to encourage business to participate in the Certification Program such as subsidies, rebates and other recognition for the City to consider.
 7. Create a "Certified Sustainable Business" seal in a digital format that certified businesses may use to post on their websites and in printed materials.
 8. Provide the content for development of a webpage on the City's website to list the City's certified businesses and to acknowledge their sustainability efforts.
 9. Prepare a press release announcing the launch of the Certification Program.
 10. Once finalized, enroll the Certification Program into the California Green Business Network database.
 11. Develop a proclamation that recognizes the achievements attained by a certified business that the City may use to publicly recognize a business that has become certified through its presentation at a City Council meeting.
 12. Prepare and submit quarterly activity reports of Certification Program participation that include the number of sustainability audits completed and are under way, and the names of businesses that have become certified.

Firms with expertise in performing the following functions are preferred:

- Local knowledge and experience related to energy conservation, solid waste reduction, water conservation, sustainable building design, water pollution prevention, hazardous waste reduction, GHG emissions reduction, and transportation.
- Strong communication and marketing proficiency, with particular experience in creating a strong business awareness of the Certification Program that increases the level of participation.
- Demonstrated knowledge and understanding of performance monitoring, program evaluation, project management and performing sustainability audits.

The firm selected will assist City staff with preparation of City Council reports and other documentation required to publicize, adopt and implement the Certification Program.

The Certification Program will have an initial one-year term however, based on the activity reports and subject to available funding, the City may elect to extend the Certification Program for one additional year.

IV. PROPOSAL OUTLINE TO BE SUBMITTED

The proposal shall be organized and submitted with the following elements:

- A. Cover Page
- B. Table of Contents
- C. Executive Summary

Provide a brief summary describing the firm's ability to perform the work requested, a history of the firm's background and experience providing services, the qualifications of the firm's staff assigned to this project, any subcontractor, sub consultants, and/or suppliers and a brief history of their background and experience, and any other information called for by this request for proposal which the firm deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the firm, staff, subcontractors, and/or suppliers.

- D. Questionnaire/Response to Scope of Services

Firm shall provide responses and information to fully satisfy each item in the Questionnaire. Each question should be reiterated before the firm's response to it.

- E. Attachments

V. QUESTIONNAIRE

A. Company and General Information

1. Firm name and address.
2. Letter of transmittal signed by an individual authorized to bind the firm, stating that the firm has read and will comply with all terms and conditions of this RFP.
3. General information about the primary contact who is able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.

B. Qualifications and Experience of the Firm

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1. Describe your firm's history and organizational structure. Include the size of the firm, location of offices, years in business, organizational chart, name(s) of owner(s) and principal parties, and number and position titles of staff.
 2. What is the primary business of the parent company and/or affiliates?
 3. Which office(s) of your organization will have primary responsibility for managing this account? List the members of your team who will be responsible for providing the services and for ongoing support.
 4. What is your firm's experience conducting the services requested? Describe comparable projects performed by your firm in the last five years, including the number of projects, scope of service, and their status.
 5. Comment on other areas that may make your firm different from your competitors.

C. Qualifications and Experience of Proposed Project Team

1. Describe the qualifications of the firm's staff who are assigned to complete each of the scope of services, their position(s) in the firm, and types and amount of equivalent experience. Be sure to include any municipal agencies they have worked with in the past five years and their level of involvement. A description of how overall supervision will be provided should be included.
2. Identify and provide the resume(s) of the staff who will be assigned to complete the scope of services.

D. Response to Scope of Services

1. Describe the methods by which your firm will complete the services requested in the Scope of Services.
2. Provide a statement of those service(s) that differentiate your firm from competing firms.

E. Fees

1. Provide a detailed list of the firm's fees to complete each section of the Scope of Service as follows:
 - a. Creation and Implementation of a Sustainable Business Certification Program, which cost is broken down as follows:
 - i. First year cost to create and implement.
 - ii. Second year cost to continue.
 - iii. Provide a range of cost the firm will charge each business to participate in the Certification Program.
 - iv. The City-funded incentives the firm recommends (if any) that

include:

- The total number of businesses the firm estimates will receive the incentive(s) annually; and,
- The City cost to offer each incentive annually; and,
- The total City cost to offer all the incentive(s) annually.

b. Staff titles and their associated hourly billing rates.

Any additional fees or expenses the firm seeks reimbursement for shall have their total costs estimated and be listed as a separate line item in each subsection of "a" above.

2. The City provides its firms the ability to submit invoices for work completed each month with payment made by check thirty days after receipt. If your firm's payment expectations, including timing and method of payment differ, please outline what those differences are.

F. References

List the name, address and telephone number of references from at least two (2) clients whom the firm completed similar work for each section of the Scope of Services. Include a brief description of the work provided for each reference. California municipal or county projects are preferred. You may offer more than two recent similar projects if desired. The references should include the start date of each reference and the date of their completion (or their current status).

G. Implementation Schedule

Include a detailed implementation schedule for each section of the Scope of Services with an estimated project start date of November 1, 2016, noting key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedules.

H. Certificate(s) of Insurance

The City will require the successful firm to provide Certificates of Insurance evidencing required coverage types and the minimum limits. See Exhibit A for more information on the City's insurance requirements.

VI. EVALUATION OF PROPOSALS

Proposals will be judged on the firm's ability to provide services that meet the requirements set forth in this document. The City reserves the right to make such investigations as it deems necessary to determine the ability of the firm to provide services meeting a satisfactory level of performance in accordance with the City's requirements. Interviews and presentations by one, several, or all of the firms may be requested by evaluators if deemed necessary to fully understand and compare

the firm's capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

Proposals will be evaluated on the basis of the following criteria:

1. Qualifications and Experience
2. Questionnaire/Response to Scope of Services
3. Fees
4. References

**SUPPLEMENTAL TERMS AND CONDITIONS, LEGAL STATEMENTS,
AND INSURANCE REQUIREMENTS**

SUPPLEMENTAL TERMS AND CONDITIONS

- I. Submission of a proposal shall be deemed a binding offer to enter into a contract with the City. Any proposed modifications to the agreement shall be signed by the successful firm and returned, together with the certificate of insurance required pursuant to said Section of the Agreement within ten (10) days after the Notice of Award.
- II. All firms shall be presumed to understand all of the terms, conditions and requirements of the agreement as stated in the specifications and to be thoroughly familiar with the project.
- III. The selected firm shall be required to obtain all applicable City permits and business licenses. The Business Licensing Division may be reached at (310) 253-5888. The cost of these items shall be included in the total proposal fee.
- IV. Any proposal may be withdrawn prior to the RFP opening time provided that the request is in writing and is signed by an authorized representative. The withdrawal of a proposal shall not prejudice the right of the firm to file a new proposal up to the time and date set for the opening of proposals. No proposal received after the time fixed for the RFP opening will be considered.
- V. Subsequent to the RFP opening, a firm shall be relieved of a proposal due to mistakes only if the firm can establish to the satisfaction of the City that all of the following circumstances exist:
 - a. A mistake was made;
 - b. The firm gave the City written notice within five (5) days after the opening of the proposals of the mistake; specifying in detail how the mistake occurred;
 - c. The mistake made the proposal materially different than the firm intended it to be;
 - d. The mistake was made filling out the proposal and not due to error in judgment or to carelessness in reviewing the Scope of Services or specifications as stated in the RFP.
- I. The City reserves the right to seek supplemental information from any firm at any time between the dates of the proposal submission and the RFP award. Such information will be limited to clarification or amplification of questions asked in the

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original proposal. Any firm may be subject to personal interview and inspection of their business premises prior to award.

- VI. The City reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items of proposal if deemed in the best interest of the City. In addition, the City reserves the right to do any, or all, of the following:
- a. Reject any or all proposals or make no award;
 - b. Issue a subsequent RFP;
 - c. Cancel this RFP;
 - d. Remedy technical errors in this RFP;
 - e. Modify any requirements contained within this RFP and request revised submittals from firms determined to be within the competitive range;
 - f. Award a contract to one or more firms;
 - g. Accept the written proposal as an offer, without negotiation and issue a notice to proceed, if applicable.
- VII. The City reserves the right to contract with any of the firms responding to this RFP based solely upon its judgment of the qualifications and capabilities of that firm.
- VIII. All materials submitted regarding this RFP become the property of the City. Responses may be reviewed by any person at the RFP opening time and thereafter. The City has the right to use any or all collection ideas presented in reply to this request, subject to the limitations outlined in *Proprietary Information* below. Disqualification of a firm does not eliminate this right.
- a. *Proprietary Information* – Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP will be handled in accordance with applicable City Procurement Regulations and the California Public Records Act.
- IX. The City is not liable for any cost incurred by a firm prior to issuance of an agreement, contract, or purchase order.

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LEGAL STATEMENTS

All firms must meet the following contractual and legal requirements in order to enter into a contractual agreement with the City:

I. PROHIBITED INTERESTS

- a. Firm warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for firm, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the firm, any fee, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For violation of this warranty, the City shall have the right to annul this contract without liability;
- b. Firm agrees that, for the term of this Contract no member, officer, or employee of the City, or of a local public body during his/her employment for one (1) year thereafter, shall have any interest, direct or indirect, in this contract, or to any benefit arising thereof ;
- c. The employment by the firm of staff on the City's payroll will not be permitted in the execution of this contract, even though such employment may be outside of the employee's regular working hours or on weekends, holidays, or vacation time; further, the employment by the firm of staff who have been on the City's payroll within one (1) year prior to the date of contract award, where such employment is caused by and/or dependent upon the firm securing this or related contract with the City, is also prohibited.

II. ANTI-LOBBYING PROVISION

- a. During the period between proposal submission date and the contract award, firms, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City's City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City;
- a. This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid

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Evaluation process. Violation of this provision may result in rejection of the firm's proposal.

- III. **NON-DISCRIMINATION REQUIREMENTS:** In addition to any other obligations set forth in the specifications, the firm shall not discriminate against any employee or applicant for employment because of gender, gender identity, gender expression, sexual orientation, sex, age, disability, medical condition, genetic information, marital status, race, color, religion, ancestry, or national origin. The firm shall take affirmative action to ensure that employees are treated during employment without regard to their gender, gender identity, gender expression, sexual orientation, sex, age, disability, medical condition, genetic information, marital status, race, color, religion, ancestry, or national origin. Such affirmative action shall include, but not be limited to, the advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The firm shall post in a conspicuous place available to all employees and applicants for employment notices setting forth the provisions of this fair employment practices paragraph.
- IV. **COMPLIANCE WITH LAW:** The firm shall familiarize itself with and perform the service required under this contract in conformity with requirements and standards of the City, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and services may be affected by service under this contract. The firm shall also comply with all Federal, OSHA, state, and local laws and ordinances applicable to any of the service involved in this Contract. The firm shall indemnify and hold the City harmless against any claim arising from the violation of any such laws, ordinances and regulations whether by the firm or their employees.
- V. **PROTECTION OF RESIDENT WORKERS:** Protection of Resident Workers: The City actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States of America (i.e., citizens and nationals of the U.S.A.) and aliens authorized to work in the U.S.A. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The firm shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or be manufactured by any worker who is not legally eligible to perform such services or employment.

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- VI. INDEMNIFICATION / HOLD HARMLESS CLAUSE. To the fullest extent permitted by law, the firm shall indemnify, defend (at the firm's sole expense, with legal counsel approved by City) and hold harmless the City, members of its City Council, its boards and commissions, officers, agents, and employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees and judgments arising from or in any manner connected to the firm's or its employees or agent's acts, errors or omissions related to this Contract. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

Notwithstanding the foregoing, nothing herein shall be construed to require the firm to indemnify an Indemnitee from any claim arising from the sole negligence or willful misconduct of that Indemnitee.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by the City to the firm of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of the firm, the City or any Indemnitee.

INSURANCE REQUIREMENTS

All firms must meet the following insurance requirements in order to enter into a contractual agreement with the City:

- I. Firm shall submit duly executed certificates of insurance, with declarations page and endorsement list, which shall be provided to the City through the department administering the contract, and approved by the City Attorney, for the following:
 - a. An occurrence based Commercial General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

 1. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance or any pooled risk arrangements;

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2. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
 3. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law, firm's obligation to indemnify the Indemnitees as required under the Indemnity provisions of the Contract;
 4. The Policy shall not exclude coverage for Completed Operations or Hazards; and
 5. **The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as an additional insured** in an endorsement to the policy.
- b. Business Automobile Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000), providing coverage for use of mobile equipment (i.e. heavy mobile equipment or vehicles primarily for use in an off-road environment), to the extent that (1) such mobile equipment will be used within the City limits or on City business, and (2) coverage for mobile equipment is not otherwise covered by the CGL policy listed in subparagraph (a), above.
 - c. Workers' Compensation limits as required by the Labor Code of the State of California with Employers' Liability limits of One Million Dollars (\$1,000,000.00) per accident, if the Agreement will have Firm employees working within the City limits.
 - d. Professional/Negligent Acts, Errors and Omissions Insurance (where applicable) in the minimum amount of One Million Dollars (\$1,000,000) per claim, and shall include coverage for separate "personal injury" alleged to have been committed in the course of rendering professional services, unless such coverage is provided by the CGL policy listed above.
- II. WAIVER BY THE CITY: The City may waive one or more of the coverages listed in Section I above. This waiver must be express and in writing, and will only be made upon a showing by the firm that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.
- III. ADDITIONAL INSURANCE REQUIREMENTS:

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- a. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A-VII or better in the current Best's Insurance Reports;
- b. Firm shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days' notice for cancellation due to non-payment;
- c. The City may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice firm.
- d. If the firm's insurance carrier charges an additional fee to meet these insurance policy requirements, the firm must include that amount in their project costs.