

Downtown San Diego Partnership



Request for Proposal (RFP)

for

Neighborhood Enhancement Program

**401 B Street, Suite 100
San Diego, CA 92101
(619) 234-0201**

AKostick@downtownsandiego.org

Overview

The Downtown San Diego Partnership (DSDP) is requesting proposals for the development and implementation of a Neighborhood Enhancement Program. Interested parties should submit a proposal by **May 1st, 2017 at 12:00pm** for consideration. A description of the organization, including scope of services and other pertinent information follows.

Background

The Downtown San Diego Partnership is a California nonprofit public benefit corporation recognized by the Internal Revenue Service as a tax-exempt organization pursuant to section 501(c) (6) of the Internal Revenue Code. The DSDP was founded in 1993 with a defined mission to advance San Diego as the leading economic, cultural and governmental center of the region through leadership, advocacy and education. The annual budget for the DSDP is \$1.5 million per year and the main programs are membership and events.

The Downtown San Diego Clean & Safe Program (C&S) is a California nonprofit public benefit corporation recognized by the Internal Revenue Service as a tax-exempt organization pursuant to section 501(c) (4) of the Internal Revenue Code. C&S provides enhanced Maintenance and Safety Services within a portion of downtown San Diego, with a budget of over \$8 million per year funded through property tax assessments.

For more information, please visit our website at www.downtownsandiego.org.

Scope of Services

Contractor shall establish a Neighborhood Enhancement Program with the goal of establishing a sense of identity and character within the various neighborhoods of downtown San Diego, within the C&S boundaries. This includes:

- Beautification/Placemaking – create a sense of place, highlighting the unique qualities of the neighborhood
- Branding & Marketing – a comprehensive strategy incorporating existing neighborhood efforts
- Maintenance – plan for augmentation of maintenance services to meet the needs of each neighborhood
- Public Spaces – manage and activate public spaces within each neighborhood
- Economic Development – holistic approach to identify and diversify revenue sources
- Collaborate with DSDP C&S to ensure services are tailored to each neighborhood
- Collaborate with Business Improvement Districts, neighborhood groups and stakeholders within each neighborhood to develop and implement program

Please note that this program may need to focus first on specific neighborhoods within the C&S boundaries as a priority. Costs will be allocated from the budget of the neighborhood, zone or program served.

Proposal Content

In order to simplify the evaluation process and obtain maximum comparability, The DSDP requires that all responses to the RFP be organized in the manner and format described below:

A. Executive Summary

Describe your understanding of the work to be performed and your firm's ability to perform and expected timeline of completion.

B. Professional Experience

Describe your firm’s philosophy, size, structure, and qualifications.

C. Approach

Describe how your firm will approach the proposed services, including development and implementation of program.

D. Fees

Please provide a firm estimate of fees for the services to be provided. Please provide a breakdown of fees on a monthly and annual basis.

E. References

Include a list of professional references whom we may contact.

F. Additional Information

Please provide a copy of your most recent peer review report. Please provide any additional information, not specifically requested, but which you believe would be useful in evaluating your proposal.

Proposal Timetable

RFP distributed	April 3, 2017
Proposal submission deadline: 5 hard copies, 1 electronic copy	May 1, 2017 at 12:00pm
Shortlist candidate interviews	May 2 – May 18, 2017
Firm selected and notified	June 26 – June 30, 2017

No commitment

This RFP does not commit DSDP or to award a contract or to pay any costs incurred in the preparations or submission of proposals, or costs incurred in making necessary studies for the preparation thereof or to procure or contract for services or supplies. DSDP reserves the right to reject any or all proposals received in response to this RFP and to negotiate with any of the vendors or other firms in any manner deemed to be in the best interest of DSDP.

DSDP reserves the right to negotiate and award only a portion of the requirements; to negotiate and award separate or multiple contracts for the elements covered by this RFP in any combination it may deem appropriate, at its sole discretion to add new considerations, information or requirements at any stage of the procurement process, including during negotiations with vendors; and reject proposal of any vendor that has previously failed to perform properly or in a timely manner contracts of a similar nature, or of a vendor that, in the opinion of DSDP, is not in a position or is not sufficiently qualified to perform the contract.

Evaluation of Proposals

While price is an important factor, DSDP will evaluate proposals on price and the following criteria:

- Comprehensive understanding of each downtown neighborhood within the boundaries of C&S
- Understanding of downtown business and resident community and their needs
- Prior experience and qualifications with management of an assessment district
- Firm’s understanding of work to be performed

- Thorough understanding of Ralph M Brown Act
- Understanding of legal requirements for transparency
- Knowledge of assessment district rules and regulations
- Solid understanding of C&S Management District Plan and Operating Agreement
- Experience with budgeting
- Experience establishing and managing non-profit entities
- Completeness and timeliness of the proposal
- Professional references

Contact Information

Following is the key contact for information you may seek in preparing your proposal:

Alicia Kostick

619-234-0201

AKostick@downtownsandiego.org

Please return the completed proposal to her attention at the address provided. Any questions and responses will be posted on our website <http://www.downtownsandiego.org/clean-and-safe/rfps/>

We would also appreciate a response if you decline to submit a proposal.

Insurance Requirements

INSURANCE REQUIREMENTS. Prior to the Commencement Date, Contractor shall furnish DSDP with a certificate(s) of insurance and the endorsements specified below, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. Contractor agrees to provide to The City of San Diego and its respective elected officials, officers, employees, agents and representatives the same protection as afforded to DSDP.

(1) Commercial General Liability. Commercial General Liability (CGL) insurance written on a current version of the ISO Occurrence form CG 00 01 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury, advertising injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

(2) Commercial Automobile Liability. For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile insurance written on a current version of the ISO form CA 00 01 or an equivalent form providing coverage at least as

broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. The insurance certificate shall reflect coverage for any automobile (any auto).

(3) Workers' Compensation. For all of Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employer's liability coverage, and Contractor shall provide an endorsement that the insurer waives the right of subrogation against DSDP and the City and its respective elected officials, officers, employees, agents, and representatives.

(A) Deductibles. All deductibles or retentions on any policy shall be the sole responsibility of Contractor and shall be disclosed to DSDP at the time the evidence of insurance is provided.

(B) Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Agreement, shall only be carried by insurance companies with a current rating of at least "A-, VI" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by DSDP. DSDP will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

(C) Required Endorsements. The following endorsements to the policies of insurance are required to be provided to DSDP before any performance is initiated under this Agreement.

(1) Commercial General Liability Insurance Endorsements.

Additional Insured. To the fullest extent allowed by law, including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an additional insured using current versions of ISO additional insured endorsements CG 20 10 and CG 20 37 (completed operations) or their equivalents, the DSDP and the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

Primary and Non-contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of DSDP and the City, its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured.

Severability of Interest. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

(2) Automobile Liability Insurance Endorsements

Additional Insured. To the fullest extent allowed by law, including but not limited to California

Insurance Code section 11580.04, the policy or policies must be endorsed to include as an Insured DSDP and the City and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor. DSDP and the City is an additional named insured and insurer waives the right of subrogation against the DSDP and the City and its respective elected officials, officers, employees, agents and representatives.

Primary and Non-contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Automobile Liability policy or policies is primary to any insurance or self-insurance of DSDP and the City, its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured.

Severability of Interest. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

(3) Worker's Compensation Insurance Endorsements.

Waiver of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against DSDP and the City, its elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for DSDP and the City.

(D) **Reservation of Rights.** DSDP and the City reserves the right, from time to time, to review Contractor's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to DSDP and the City.

(E) **Additional Insurance.** Contractor may obtain additional insurance not required by this Agreement.

(F) **Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

LIVING WAGE: The Contractor must comply with the City of San Diego Living Wage ordinance. If it is determined that the Contractor is not comply with living wage, any fees, costs or penalties associated with noncompliance will be paid for by Contractor. Contractor shall provide payroll reports for all employees working on the contract showing compliance with Living Wage requirements. Confidential employee information may be redacted. You may visit the following links for specific requirements. <http://www.sandiego.gov/purchasing/programs/livingwage/>.

PREVAILING WAGE: Prevailing Wages. Pursuant to SDMC section 22.3019, construction, alteration, demolition, repair, and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to SDMC sections 22.4201 through 22.4245. Contractor must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to

workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to California Labor Code (Labor Code) sections 1720 through 1861, Contractor and its subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

(a) Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

(b) The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Contractor and its subcontractors shall comply with Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

3. Payroll Records. Contractor and its subcontractors shall comply with Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

4. Apprentices. Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment and wages of apprentices. Contractor shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Contractor and subcontractors shall comply with Labor Code sections 1810 through 1815 including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: Labor Code sections 1771, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Contractor, in accordance with Labor Code section 3700, is required to secure the payment of compensation of its employees and by signing this Agreement, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this agreement."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the Equal Opportunity Contracting Department at 619-236-6000.

(c) Higher Wage Rate Applies. Contractor is required to pay the highest applicable wage rate where more than one wage rate applies.

Addendum:

A. C&S Boundary Map

