

Downtown San Diego Partnership

Clean & Safe Program

Request for Proposal

For

Downtown Property & Business Improvement District (PBID)

Security Services

1111 Sixth Ave. Suite 101

San Diego, CA 92101

(619) 234-8900

info@improvedtsd.org

Table of Contents

Contents

Introduction.....	3
Definitions.....	3
Scope of Work	3
Technical Specifications	Error! Bookmark not defined.
Communication.....	5
Appearance	5
Neighborhoods.....	7
Frequency.....	8
Subcontracting	8
Compliance	Error! Bookmark not defined.
Demonstrations	8
Public Disclosure	9
Proposal Format and Content.....	9
Proposal Evaluation Criteria:.....	10
Proposal Schedule.....	10
Terms and Conditions	10
Contract Extension.....	10
Insurance	11
Indemnity and Hold Harmless:	12
Equal Opportunity Program Requirements.....	12
Living Wage.....	13
Nondiscrimination Policy	13
Partnership Contact.....	13
Attachments	13

Introduction: The Downtown San Diego Partnership (“CLEAN AND SAFE”) is the owners association responsible for the Downtown Property and Business Improvement District (“PBID”), also known as the Clean and Safe Program (“C&S”). The Downtown PBID was established in 2000 by a ballot proceeding in accordance with California Proposition 218. It was developed by a growing coalition of property owners in cooperation with the Downtown San Diego Partnership. The PBID is a special benefit assessment district proposed to improve and convey special benefits to properties located within the PBID boundaries.

The PBID boundaries are generally located south and west of Interstate 5 and includes the neighborhoods of City Center, Columbia, Cortez, East Village, Gaslamp Quarter and Marina. It provides enhanced maintenance and public safety services above and beyond those provided by the City of San Diego.

The PBID is managed by the Downtown San Diego Partnership in accordance with its operating agreement with the City of San Diego. It is governed by the Downtown San Diego Partnership Board of Directors consisting of property owners within the district. The program is financed through the levy of assessments upon real property that benefit from the services provided.

The Downtown San Diego Partnership is requesting proposals for safety patrol services within the PBID boundaries in Downtown San Diego. The district includes six neighborhoods and covers 275 blocks of Downtown San Diego. Proposals will be accepted for individual neighborhoods and for the entire district.

Definitions:

Block: The public right of way in Downtown San Diego consisting of four connecting sides with 2-200 foot sections and 2-300 foot sections.

Super-Block: Sections of the public right of way in Downtown San Diego where the measurements of the four connecting sides are greater than 200 & 300 feet.

Sidewalk: 1 of 4 sections of a downtown block. It will measure 200 feet or 300 feet.

Private Patio: Areas within a public sidewalk that have been converted to private property by authorization of a city permit to be utilized as a sidewalk café/patio.

Scope of Work: The scope of work shall include regularly scheduled patrols of the public right of way that accomplishes the following:

- Patrol strategic downtown beats on foot, bicycle, and segway.
- All equipment/vehicles must, wherever possible or appropriate, carry CLEAN AND SAFE-designed signage and logos along with the Contractor’s logo. CLEAN AND SAFE logos and signage will be Contractor’s responsibility. Each equipment/vehicle will have a unique vehicle identification number.

- Respond to calls and texts for assistance from property owners, business owners, residents, and Clean & Safe staff.
- Assist residents and visitors with directions, maps and information about Downtown San Diego.
- Provide walking escort services as needed.
- Conduct security checks to prevent illegal and nuisance activity that disturbs property and business owners.
- Deter aggressive panhandling, public intoxication, public consumption of alcohol, public urination, intimidating public behavior and other nuisance activity that tend to inhibit or discourage public enjoyment.
- Conduct routine patrols of downtown parks within the CLEAN AND SAFE jurisdiction.
- Ensure unimpeded access to the public right of way for citizens, visitors, and residents.
- Observe and report problems or criminal activity to a Supervisor or the SDPD.
- Maintain communications with the San Diego Police Department to report illegal activity such as public intoxication, public urination, public drunkenness, aggressive panhandling and other undesirable behavior.
- Appear and give testimony by deposition or in court as required.
- Work with the SDPD and Environmental Services to address illegal camping, trespassing, and dumping of refuse.
- Proactively engage homeless persons to provide information about local and state laws as well as availability of social services.
- Immediately report maintenance issues to Clean and Safe Supervisor.
- Make contact with street level businesses in the manner and at intervals specified by CLEAN AND SAFE. Collect contact information from all businesses and residential dwellings submitting acquired data to CLEAN AND SAFE.
- Supervisors will participate in meetings with CLEAN AND SAFE management as well as public and private partners.
- Perform all other specific duties as assigned by CLEAN AND SAFE staff including, but not limited to: replenishment of dog bag stations, sticker removal of posters, and report sidewalk/street discrepancies to City's "Get it Done App"
- Ambassadors shall also perform any additional future duties which CLEAN AND SAFE and the Contractor may agree upon in writing after these duties have been duly authorized in writing by proper authority.
- Ambassadors shall not be armed however, they must be equipped with pepper spray with a valid permit from the State of California's Bureau of Security and Investigative Services. Valid Permit's must be on file at the Clean and Safe Office.
- Conduct monthly homeless count.
- Enter all service activity into the required data collection software. It will be the responsibility of the contractor to procure the necessary iPhone and software application. Contractor will be charged a service fee of \$75 per month (rates may be subject to change.) per phone by data collection vendor.

Training:

- The Clean & Safe Program reserves the right to require respondents to have Guard Cards for each Safety Ambassadors.
- The Clean & Safe Program reserves the right to require respondents to have safety ambassador's CPR certified.
- All safety ambassadors must be trained on the boundaries of the district including neighborhood zones and grids.
- All safety ambassadors must be trained on local, state and federal laws regarding public safety.
- All safety ambassadors must be trained on local, state and federal laws regarding homelessness.
- All safety ambassadors must be trained on proper radio protocol.
- All safety ambassadors must be trained on how to handle themselves in various situations, including conflict resolution and techniques for de-escalation.
- All safety ambassadors must be trained on bike safety protocol.
- All safety ambassadors must be trained on proper reporting techniques.
- Participate in twice a year training with the San Diego Police Department's Psychiatric Emergency Response Team (PERT). It will be the responsibility of the contractor to fund and schedule the training. Class admission is currently \$1,200.00 for 30 students; however, rates may be subject to change.
- Participate in customer service training to be coordinated in cooperation with CLEAN AND SAFE Management.

Communication: The ability to speak English well enough to effectively communicate with people in the service area, management and supervisory personnel is required.

Appearance: A professional, well-groomed appearance is consistent with the Downtown San Diego Partnership Clean and Safe Program's image and ensures that our clients have a positive overall impression of the organization and Downtown San Diego.

- **Uniforms:** All work attire must be complete, clean, odor free, with no stains, rips, or holes.
 - Work shirts and safety vest must be provided. Explicit or suggestive language or images are forbidden.
 - Pants/Shorts: pants or shorts must not be ripped, worn, torn, or frayed. Pants and shorts must be worn above hip bone and should not be baggy or sagging.
 - Shoes: Shoes must be clean, in good repair and conform to the safety standards of your service.
 - Socks: Must wear black or white socks
 - Belt: Belts that are worn should coordinate and not pose a safety hazard.

- Jewelry: Jewelry must not present a safety hazard.
- **Hygiene:** Clean hygiene is expected.
- **Hair:**
 - Men: Hair must be clean and styled to provide a conservative, neat appearance. Long hair may not fall forward while performing normal job duties. Extreme or bizarre hair colors are not permitted. Facial hair must be neatly trimmed and give a professional appearance.
 - Women: Hair must be clean and styled to provide a conservative, neat appearance. Long hair may not fall forward while performing normal job duties. Extreme or bizarre hair colors are not permitted. Hair clips, ribbons, or bows that coordinate with uniform colors are acceptable.
- **Body Art:** Tattoos are acceptable, but may not be offensive, derogatory, racial, explicit, or gang related.
- **Cell Phone/Pagers:** While delivering contracted services personal cell phones, texting devices, pagers, or any other electronic communication devices should not be used unless it is related to the service provided. Per California state law, a hands-free device must be employed while driving and speaking on a cell phone.
- **Sunglasses:** Sunglasses should have a conservative, professional appearance and should only be worn when conditions require.

Equipment:

- Contractor shall furnish all equipment including, but not limited to, transportation, storage, communications, etc.
- All transportation equipment utilized in this contract shall be equipped with the CLEAN AND SAFE logo and possess a unique identification number.
- Contractor shall possess or shall be able to obtain necessary replacement equipment and manpower to ensure that the work will be performed without regard to equipment failures or absenteeism of employees.
- Contractor shall ensure that there is enough equipment on-hand to eliminate any potential gaps in service.

Two Way Radios: Contractor shall assure two-way radios are provided for each in service employee and utilize a FCC registered frequency provided by CLEAN AND SAFE. Contractor can either provide radios at their own expense or utilize available units provided by CLEAN AND SAFE. Contractor shall assume all maintenance and replacement costs of CLEAN AND SAFE equipment.

Bikes: Safety ambassador bikes must be appropriate for the high-level usage and various terrain in the downtown environment. Beach cruisers are not permitted.

Technical Specifications: Contractor is to list equipment and manpower proposed to be used in this contract, including:

- Vehicles
- Bikes
- Segways

Neighborhoods:

Columbia: The Columbia neighborhood is 89 sidewalks and includes restaurants, high rise office buildings, hotels, residential units, and government agencies. Many of the sidewalks have enhancements such as brick pavers and tiles. Most of the blocks in this neighborhood measure 200 feet by 300 feet.

City Center: The City Center neighborhood is 211 sidewalks and includes high traffic areas, such as transit corridors, restaurants, banks, high rise office buildings, five-star hotels, residential units, and government agencies such as courts, jails and City Hall. Many of the sidewalks have enhancements such as brick pavers and tiles. Most of the blocks in this neighborhood measure 200 feet by 300 feet.

Gaslamp Quarter: The Gaslamp Quarter is 67 sidewalks in a historic district with heavy foot and vehicle traffic. It is comprised of retail establishments, fine dining restaurants, night clubs, residential units, five-star hotels and office space. The blocks in this neighborhood are 200 feet by 300 feet in length and the sidewalks are composed of brick pavers. The sidewalks in this neighborhood have many obstructions such as trees, news racks, parking meters, utility boxes, and private patios.

East Village: The East Village is 382 sidewalks with a rapidly developing residential community, increasing commercial uses and is home to Petco Park. It is currently home to several large commercial warehouses and a high concentration of social service providers. As a result, it is significantly impacted by the homeless population and those seeking social services. It has medium level foot traffic with expected increases as a result of the continuing residential and retail development. During baseball season (81+ San Diego Padres home games every season) or special events, foot traffic in this area increases significantly. Most of the sidewalks in this neighborhood are 200 feet by 300 feet in length.

Marina: The Marina district is 117 sidewalks with medium level foot traffic. It is comprised predominantly of residential units with some retail and office space. It is home to several community parks and street level restaurants/cafés. Several of the sidewalks are composed of enhanced tiles and pavers. The blocks in this neighborhood measure 200 feet by 300 feet in length.

Cortez: The Cortez neighborhood is 162 sidewalks with light foot traffic. This neighborhood is a mixture of residential, commercial, and retail establishments. It is home to several governmental agencies and educational institutions including an elementary school, technical schools and a law school. This neighborhood has several enhanced sidewalks. Most blocks measure 200 feet by 300 feet in length and portions of this neighborhood sit on a steep hill.

Sample Schedule (based on 7-day week):

Staff	Weekly Hours. of Service	Annual Hours. of Service
City Center	320	16,640
Columbia	112	5,824
Gaslamp	200	10,400
East Village	752	39,104
Marina	176	9,152
Cortez	120	6,240
Safety Supervisor	112	5,824
Program Manager	40	2,080
Total Hrs.	1,832	95,264

Safety ambassadors with at least one year of prior experience in the safety field is required.

Main Office: Safety operations including line up, office space, trainings, clock-in and clock-out and equipment storage will be located within the Clean & Safe office and or satellite location.

Frequency: At any time and for any reason, the CLEAN AND SAFE may request additional or less safety hours.

Subcontracting. If the Contractor intends to use subcontractors, the Contractor shall submit a list of subcontractors for approval by CLEAN AND SAFE. Contractor may not subcontract 50% or more of the awarded contract work. Any such lists shall show the names of each subcontractor or supplier, describe the portions of the work or product that each provides and provide a detailed description of qualifications. Without the approval of CLEAN AND SAFE, the Contractor shall not substitute any subcontractor or supplier in place of the subcontractors designated in the list.

Demonstrations: Respondents are required to schedule a demonstration by contacting the Clean & Safe Program. The point of contact to schedule a demonstration is:

Alex Gutierrez
 Director of Operations
 1111 Sixth Avenue, Suite 101
 San Diego, CA 92101
 (619) 234-8900
agutierrez@improvedtsd.org

Public Disclosure: As a general rule, all documents received by the Downtown San Diego Partnership in connection with the PBID are considered public records and will be made available for public inspection and copying upon request. *If you consider any documents submitted with your response to be proprietary or otherwise confidential, please submit a written request for a determination of whether the documents can be withheld from public disclosure no more than ten (10) days prior to the due date of your response.* If you do not obtain a determination of confidentiality prior to the submittal deadline, any document(s) submitted will be subject to public disclosure.

Proposal Format and Content: All respondents are required to submit three hard copies and an electronic submittal sent to the Executive Assistant Marco Circosta at mcircosta@improvedtsd.org The format is specified below.

1. **Cover Page** – Include project title and company name, address, and telephone number.
2. **Table of contents** – Include a complete and clear listing of headings and pages to allow easy reference to key information.
3. **Cover Letter** – The cover letter should be brief, and any changes to the format or deletions of requested material should be explained in the cover letter. The cover letter should also include the title and signature of the company’s contact person for this procurement. The signatory shall be a person with official authority to bind the company.
4. **Methods of Service** – Describe the company’s proposed method, equipment (make, model, and year) and time schedule for performing the elements of the scope of work.
5. **Qualifications and Experience** – One to three pages that outline past experience conducting safety services, a summary of past experiences and backgrounds of the individuals to be involved with providing the services under this contract.
6. **Schedule of Rates** – This section shall contain the following: proposed fee and schedule of rates for each of the five neighborhoods separately, and or, fees and schedule for rates for the entire district as a single proposal.
7. **References** – This section shall contain the following: three to five past or current clients, performing this type of scope of work, with contact names and phone numbers.
8. **Insurance** – Evidence that respondent maintains insurance policies as stated in the RFP.
9. **Other Information** – List of all subcontractors to be involved with accomplishing the components listed in the scope or work, along with their credentials and background to perform under this contract, including required permits.

Proposal Evaluation Criteria: Proposals received will be evaluated according to the following criteria.

- Demonstrated ability to deliver services requested
- Proposed methods to accomplish work in a competent and timely manner
- Ability to comply with Municipal Codes and Storm Water Regulations
- Specialized experience and technical competence
- Ability to meet insurance requirements
- Competitive fees and rates
- Technology and equipment reliability
- Ability to respond to, and resolve complaints in a timely manner
- Excellent customer service

Proposal Schedule:

- Question Deadline – October 19, 2018
- Demonstrations – Demonstrations may be scheduled beginning October 8, 2018.
- Deadline – Three hard copies and an electronic submittal shall be delivered *no later than 2:30pm, Thursday November 1, 2018* to our office at:

Clean & Safe Program
1111 Sixth Avenue, Suite 101
San Diego, CA 92101

Terms and Conditions: The issuance of this RFP does not commit the Downtown San Diego Partnership/PBID to award a contract, to pay any cost incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this RFP is dependent upon the approval of the PBID Management Committee. The Partnership retains the right to reject all submittals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful respondent. Each submittal shall be valid for not less than ninety (90) days from the date of receipt. Any contracts awarded as a result of this request will be effective July 1, 2019 for a period of twelve (12 months).

Contract Extension: At the sole discretion of the Downtown San Diego Partnership/PBID, any resulting contract may be extended on a year to year basis; however, in no case shall the renewal extend beyond five years from the date of award of the original contract.

Insurance: The firm(s) selected to perform the work described in this RFP will be required to provide:

Liability Insurance. The Contractor shall maintain throughout the period of this contract Commercial General Liability (CGL) and commercial umbrella insurance (if applicable to meet minimum limit requirement) with a limit of not less than \$1 million (\$1,000,000) per occurrence with \$2 million (\$2,000,000) in general aggregate. CGL insurance shall be written on the most current version of ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent Contractors, products/complete operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Any endorsements that restrict coverage will be submitted to CLEAN AND SAFE for review. CLEAN AND SAFE and the City of San Diego and its respective elected officials, officers, employees, agents and representatives shall be included as an insured under the CGL, using ISO additional insured endorsement CG 2010 11/85 or a substitute providing equivalent coverage acceptable to CLEAN AND SAFE, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance self-insurance programs afforded to CLEAN AND SAFE. Contractor waives all rights against CLEAN AND SAFE and the City of San Diego and its respective elected officials, officers, employees, for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Section.

Other Insurance. Contractor shall maintain business auto liability and commercial umbrella liability insurance (if applicable to meet minimum requirement) with a limit of not less than \$1 million (\$1,000,000) combined single limit (CSL). Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Business auto coverage shall be written on ISO form CA 00 01 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. Contractor waives all rights against CLEAN AND SAFE and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained pursuant to this Section.

Worker's Compensation Insurance. Contractor shall maintain worker's compensation and employer's liability insurance. The Employer's Liability Limits shall not be less than \$1 million (\$1,000,000) each accident for bodily injury by accident or \$1 million (\$1,000,000) each employee for bodily injury by disease. Contractor waives all rights against CLEAN AND SAFE and the City of San Diego and their respective elected officials, officers, employees, agents and representatives for recovery of damages to the extent these damages are covered by the worker's compensation and employer's liability insurance obtained pursuant to this Section. Contractor shall provide the CLEAN AND SAFE with a waiver of right to recover from others endorsement, Workers Comp Form WC 04 03 06 (Ed. 4-84), or its equivalent.

Insurance Companies. All insurance companies providing coverage shall be licensed to do business in the State of California, and have a minimum rating published by A.M. Best & Company of A-VII or better.

Indemnity and Hold Harmless: All services in connection with this Agreement shall be at the risk of Contractor, exclusively. To the fullest extent allowed by law, Contractor shall indemnify, defend (with legal counsel reasonably satisfactory to CLEAN AND SAFE) and hold harmless the Indemnitees (defined below) from and against any and all Claims (as defined below). Contractor's obligation to defend and indemnify shall be triggered by the assertion of a Claim against any Indemnitee and shall apply whether or not the Contractor or any of the Contractor parties was negligent or otherwise at fault and whether or not the Claim has any merit. However, Contractor shall not be obligated under this Agreement to indemnify any Indemnitee for any Claims arising from the sole negligence or willful misconduct of that Indemnitee. Contractor's obligation shall also include Claims based on duties, obligations, or liabilities imposed on the Indemnitees by statute, ordinance, regulation, or other law. The indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Contractor Parties under works' or workman's compensation acts, disability benefit acts or other employee benefit acts. For purposes of this Section, (a) a "Claim" is any claim, demand, obligation, cause of action, damage, loss, liability, mechanic's lien, cost or expense (including, without limitation, attorney's fees and costs and other litigation, mediation, or judicial reference expenses) whether based on tort, contract, or equitable principles, in any way rising from or in any way connected with the performance or nonperformance of this Agreement by Contractor's or its employees, agents, independent contractors, suppliers, subcontractors, officers, directors, shareholders, representatives, affiliates, successors or assigns (collectively, "Contractor Parties"), and (b) the "Indemnitees" are CLEAN AND SAFE and the City of San Diego and their respective elected officials, officers, employees, agents and representatives, its members, managers, shareholder, and affiliates, successors and assigns of all such parties.

The firm(s) selected to perform the work described in this RFP will be required to provide evidence of personal injury, bodily injury, and property damage insurance with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence, subject to an annual aggregate of two million dollars (\$2,000,000.00) for general liability, completed operations, and personal injury, other than bodily injury, insuring against all liability of the City of San Diego, Downtown San Diego Partnership, its members, Board of Directors, and its authorized representatives, arising out of or in connection with, the performance of work under this contract with the Downtown San Diego Partnership.

Equal Opportunity Program Requirements: The City of San Diego and the Downtown San Diego Partnership are strongly committed to equal opportunity in the solicitation of professional service consultants. To assure that consultants doing business with, or receiving funds from the City of San Diego, and the Downtown San Diego Partnership are equal opportunity contractors and employers, Respondents shall comply with requirements of San Diego Ordinance No. 18173, section 27.2701 through 22.2708.

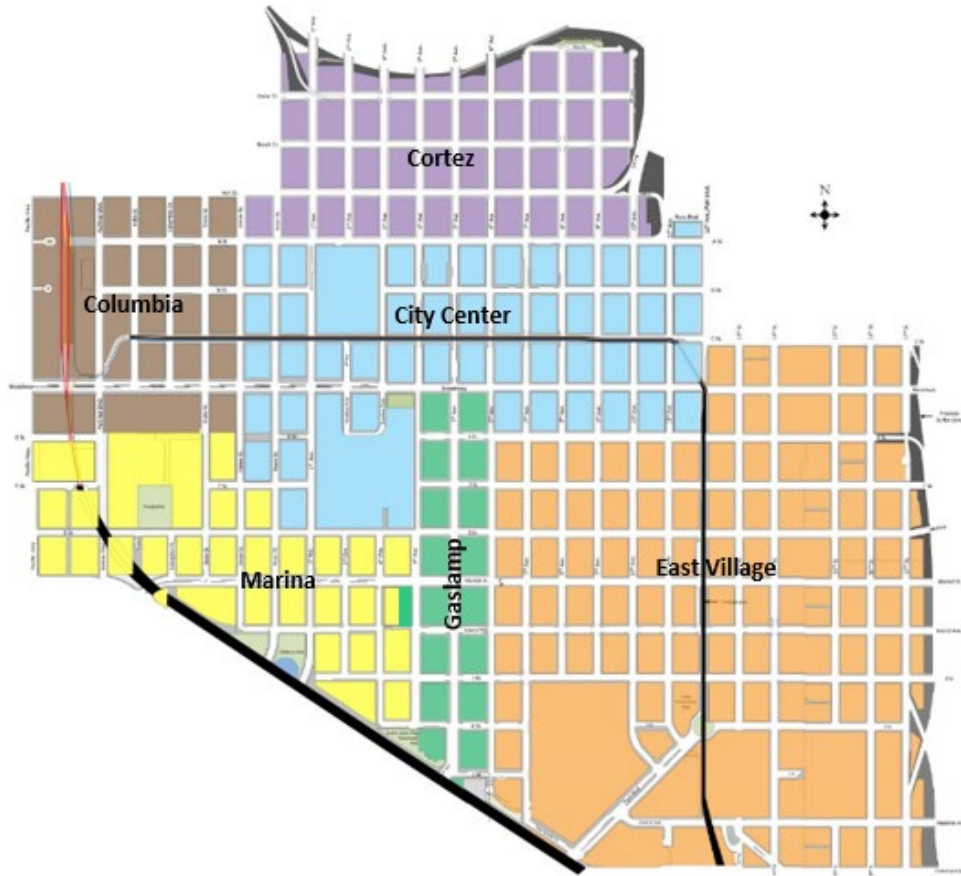
Living Wage: The Contractor must comply with the City of San Diego Living Wage ordinance. You may visit the following links for specific requirements.
<http://www.sandiego.gov/purchasing/programs/livingwage/>

Nondiscrimination Policy: The respondent shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of employees, subcontractors, vendors, or suppliers.

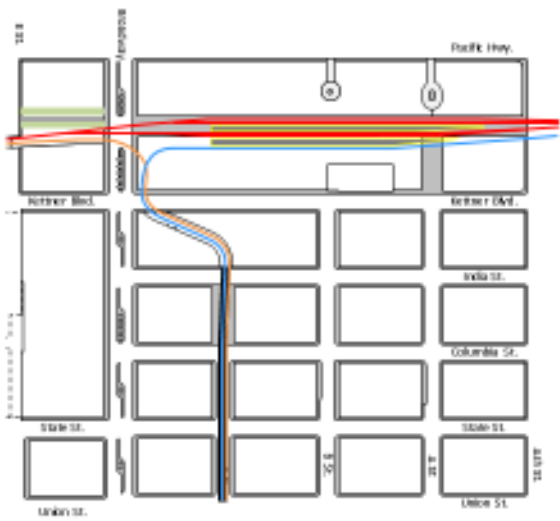
Partnership Contact: The Downtown San Diego Partnership looks forward to receiving a submittal from your company, if you have any questions regarding this RFP, please direct them to:

Executive Director, Alonso Vivas
Director of Operations, Alex Gutierrez
Downtown San Diego Partnership
1111 Sixth Ave, Suite 101
San Diego, CA 92101
(619) 234-8900
avivas@improvedtsd.org
agutierrez@improvedtsd.org

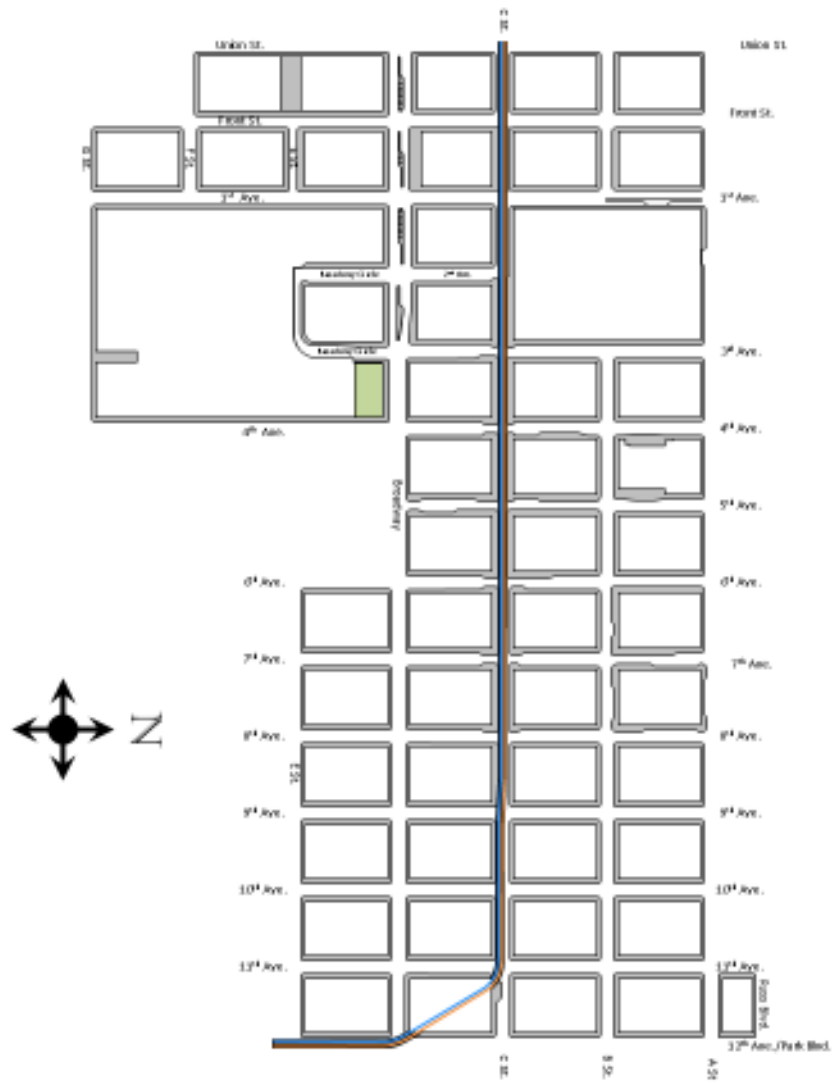
Exhibit A
Map of Downtown PBID District



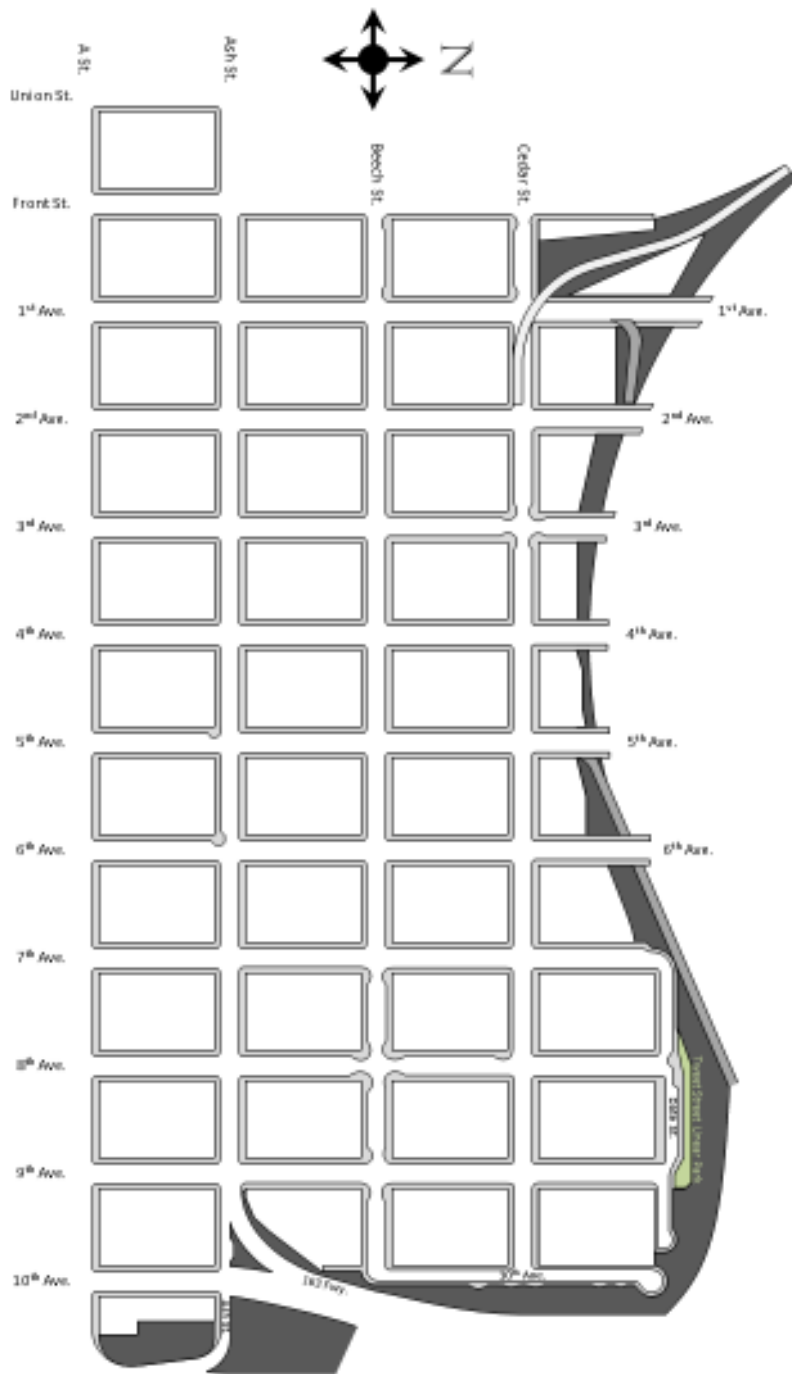
Downtown San Diego Partnership -Columbia -



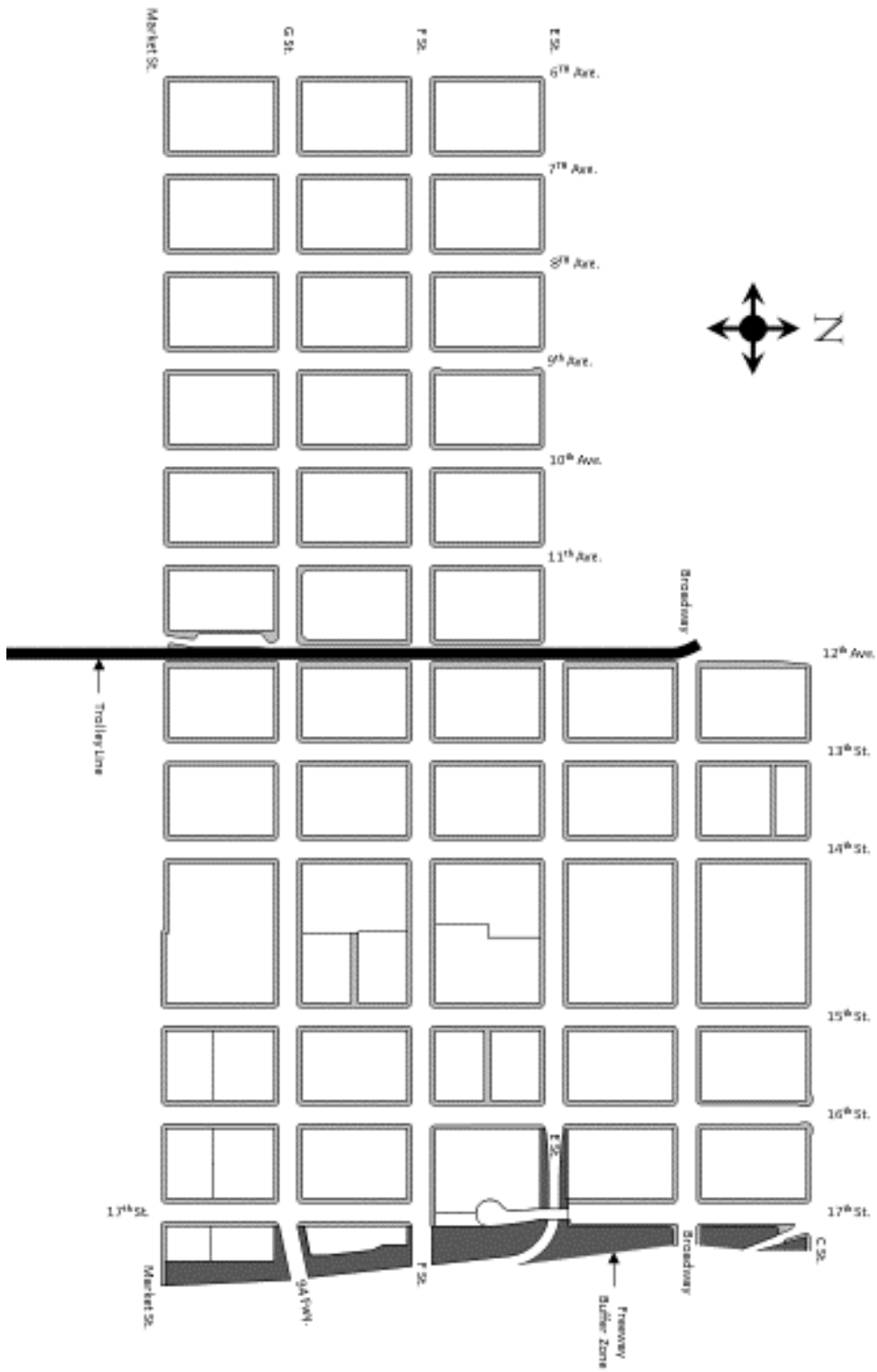
Downtown San Diego Partnership - City Center -



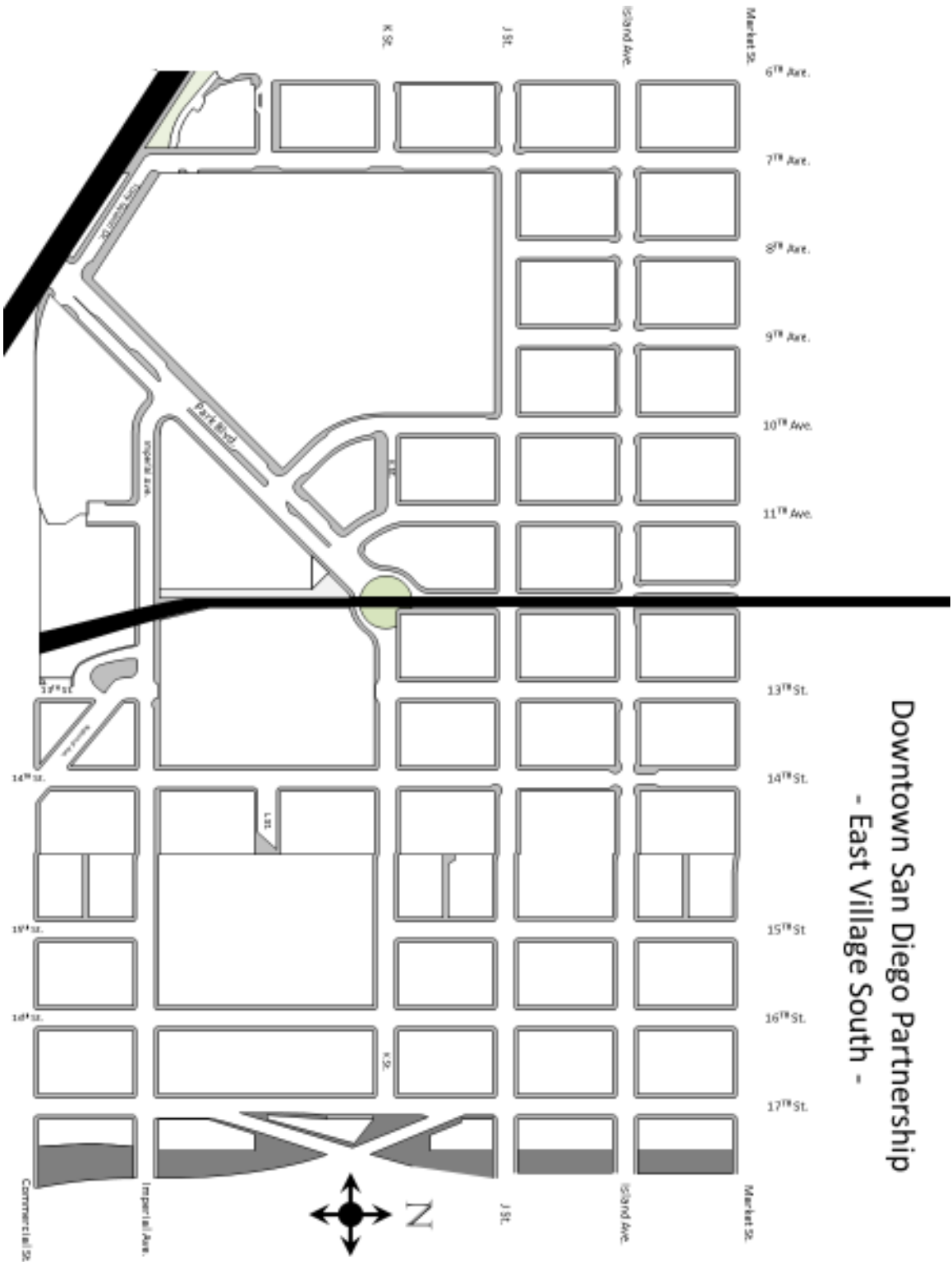
Downtown San Diego Partnership - Cortez District -



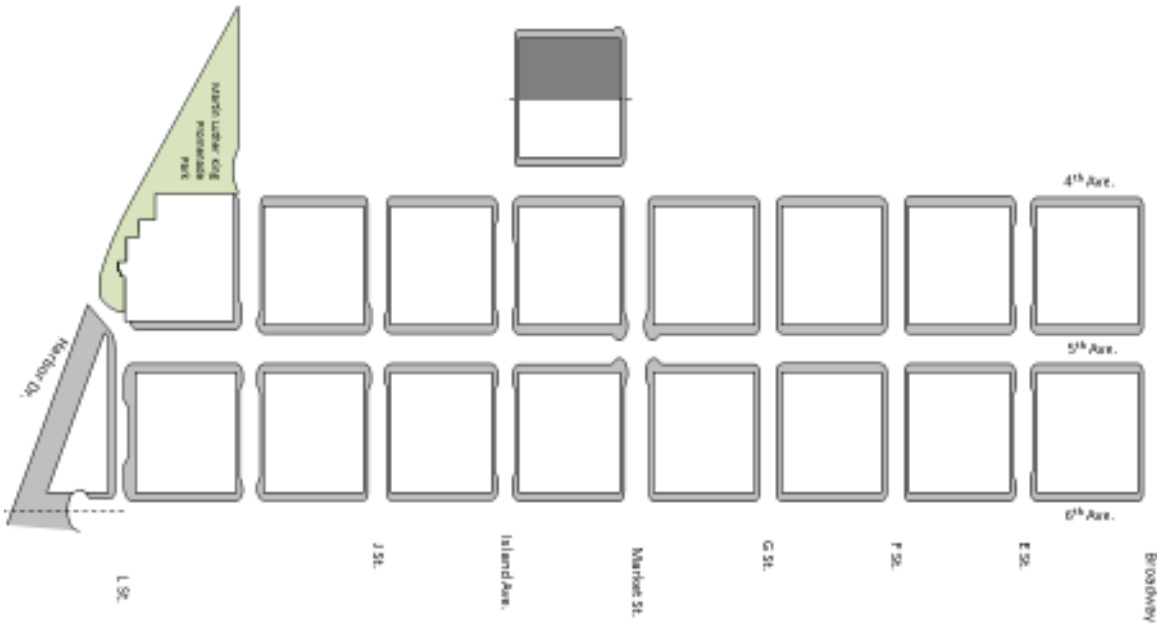
Downtown San Diego Partnership - East Village -

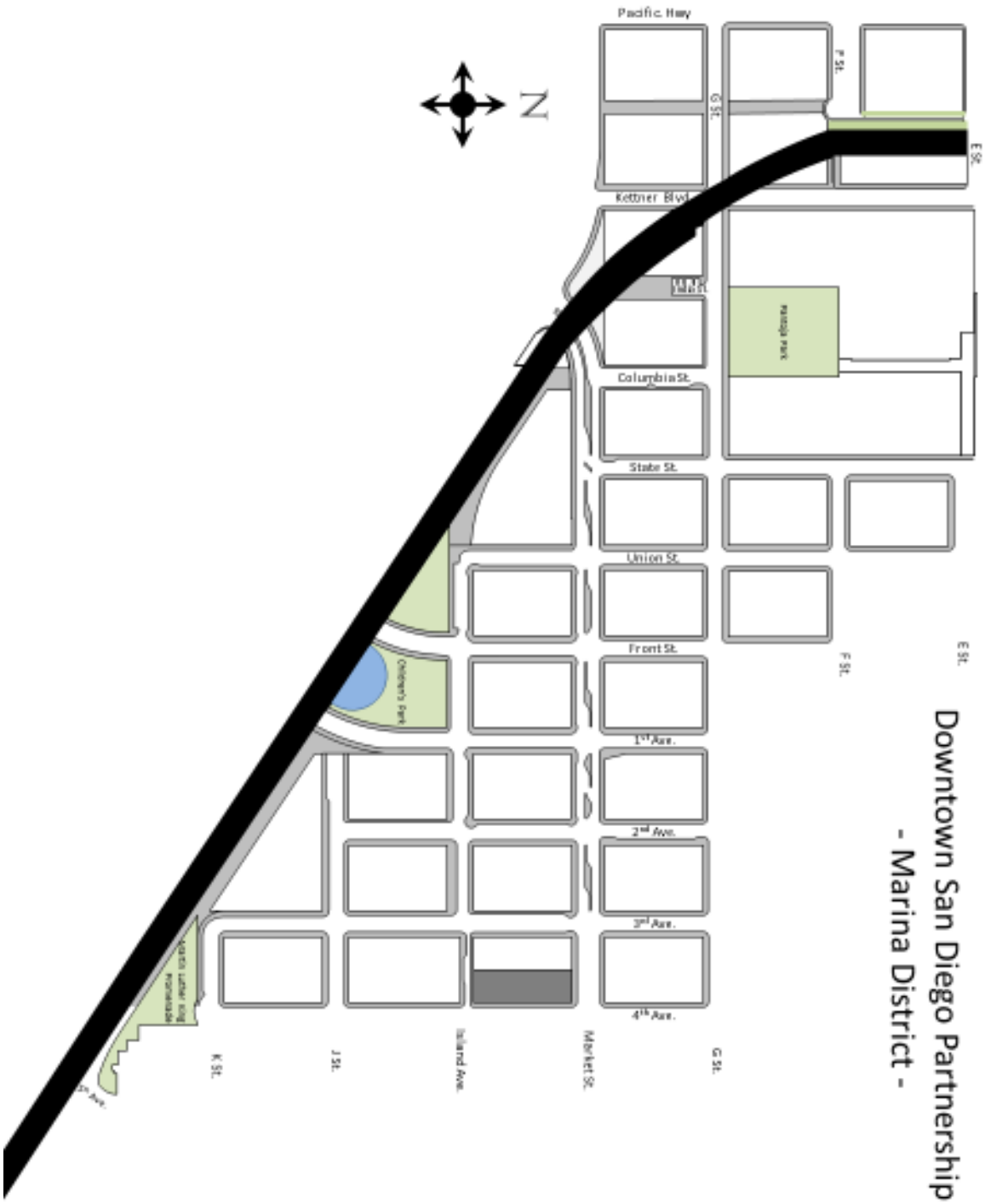


Downtown San Diego Partnership - East Village South -



Downtown San Diego Partnership - Gaslamp District -





**Downtown San Diego Partnership
- Marina District -**