

Downtown San Diego Partnership

Clean & Safe Program

Request for Quote

For

Downtown Property & Business Improvement District (PBID)

**Tree Trimming Maintenance
(MTS)**

**1111 Sixth Ave. Suite 101
San Diego, CA 92101
(619) 234-8900
info@improvedtsd.org**

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Introduction: The Downtown San Diego Partnership (“DSDP”) 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 tree trimming maintenance within the PBID boundaries in Downtown San Diego. The district includes six neighborhoods and covers 275 blocks of Downtown San Diego.

Within the 275-block area, San Diego Metropolitan Transit (MTS) Light Rail traverses the neighborhoods of City Center, Columbia and East Village. The trimming of trees along the MTS line requires contractors meet additional requirements. For more information on MTS requirements go to <http://www.sdmts.com/Business/Permits.asp>. For this reason, contractors shall have the opportunity to bid on the MTS Line and the greater downtown area individually or together as a single bid.

Scope of Work: The scope of work shall include scheduled tree maintenance. The contractor shall provide all equipment, labor and materials necessary for performing the maintenance and fertilization services. Contractor shall provide the services to meet the following specifications:

- Thin tree foliage to evenly form and balance the tree, promote growth in the desired direction and maintain proper health in accordance with NAA standards.
- Remove dead, damaged or diseased wood and structurally weak limbs that may pose a safety hazard.
- Cut back overweight limbs to prevent splitting and other damage to the trees, traffic signals, traffic signs, street lights and private property. Remove branches over sidewalks, parking lots, driveways, streets and road systems where they limit the headroom of pedestrians, clearance of vehicles, or obstruct the view of traffic signals, traffic signs, or street lighting.

- Remove branches touching and/or over buildings and roofs and where needed to create adequate clearance from structures to avoid damage.
- Remove and install trees as needed – costs for this must be provided separately.
- Respond to emergency calls for tree maintenance.

Annual Tree Service by Neighborhood Including MTS

MTS (City Center)	53
MTS (Columbia)	10
MTS (East Village)	48
Total	111

Reports:

- Immediately report any unusual incidents or hazardous conditions to representatives designated by the DSDP.
- A detailed schedule shall be issued by the Contractor and delivered to the Clean and Safe Staff no later than the last business day of the month. The schedule may be modified at DSDP’s discretion.

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

Monitoring: DSDP shall have the right to monitor the performance by Contractor of all its obligations under this Agreement. Contractor shall cooperate with DSDP, Clean and Safe Program staff in connection with such monitoring. All work performed, and services provided may be monitored for compliance with the requirements of this Agreement on a daily or other basis by the Clean and Safe Program staff. Prior to daily commencement of work under this contract, Contractor shall contact the DSDP, Clean and Safe Program duty supervisor at (619) 414-2698 and notify him/her of the work to be performed, location of work and the expected commencement and completion time. DSDP agrees to notify contractor within 48 hours when the work completed does not comply with the standards as set forth in the scope of services. Contractor agrees to correct all deficiencies identified as part of the DSDP monitoring program with 48 hours of notification. Contractor agrees that failure to correct identified deficiencies within 48 hours will result in non-payment for the deficient portion of the work.

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 be removed when performing customer services duties. Sunglasses may only be worn when conditions require.

Equipment:

- 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.

Certification:

- Contractor must be certified to perform scope of duties with RFQ in accordance with all local, state and federal laws.

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.

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.

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. There are many outdoor patios in the Gaslamp Quarter; each patio is considered private property, and each is the responsibility of the property / business owner.

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.

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.

Frequency: At any time and for any reason, the DSDP may request additional or less frequent tree maintenance services.

Subcontracting. If the Contractor intends to use subcontractors, the Contractor shall submit a list of subcontractors for approval by DSDP and/or the Clean and Safe Program. 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 DSDP and/or the Clean and Safe Program, the Contractor shall not substitute any subcontractor or supplier in place of the subcontractors designated in the list.

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 companies proposed methods and time schedule for performing the elements of the scope of work including specifications of all proposed equipment.
5. **Qualifications and Experience** – One to three pages that outline past experience conducting MTS tree trimming 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. Proposals submitted for the whole district must include fees and rates for each individual neighborhood.
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 RFQ.

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.

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
- 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:

- Deadline – Three hard copies and an electronic submittal shall be delivered *no later than 2:30pm, Thursday November 8, 2018* to our office at:

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

Terms and Conditions: The issuance of this RFQ 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 RFQ is dependent upon the approval of the DSDP Board of Directors. 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 RFQ 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 DSDP for review. DSDP 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 DSDP, 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 DSDP. Contractor waives all rights against DSDP 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 DSDP 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 DSDP 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 DSDP 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 DSDP and the Clean and Safe Program) 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 DSDP 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.

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.

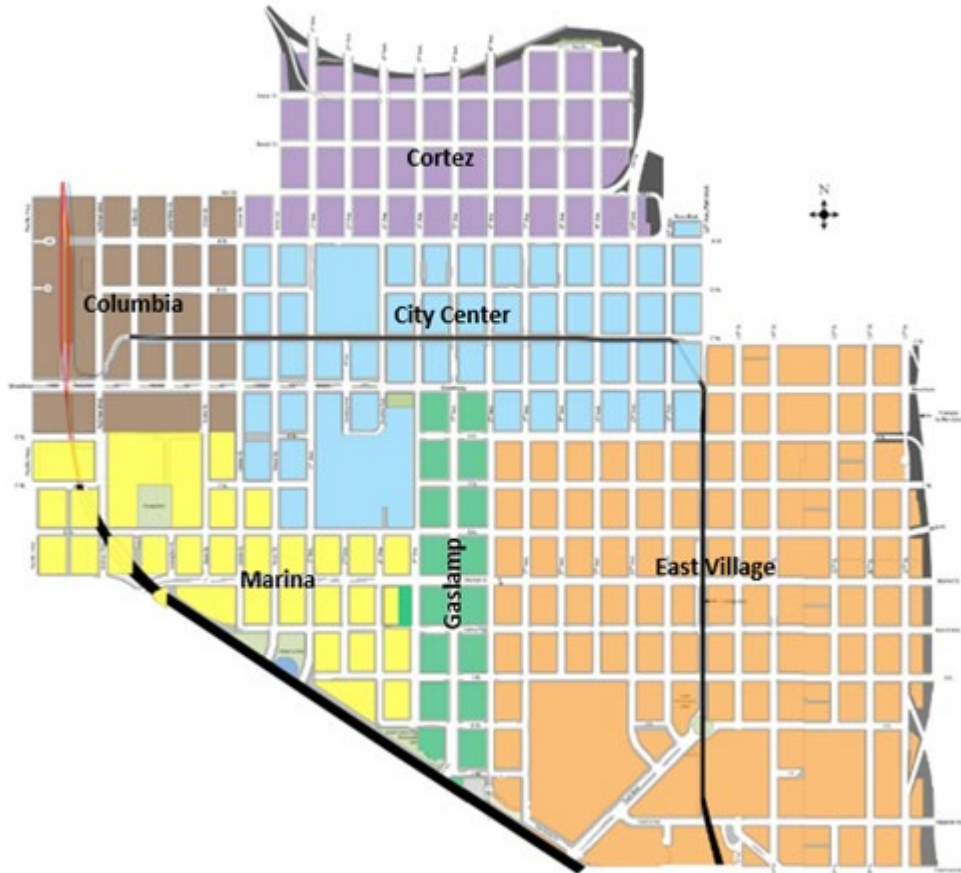
Living Wage: The Contractor must comply with the City of San Diego Living Wage ordinance. You may visit the following links for specific requirements.
<http://www.sandiego.gov/purchasing/programs/livingwage/>

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.

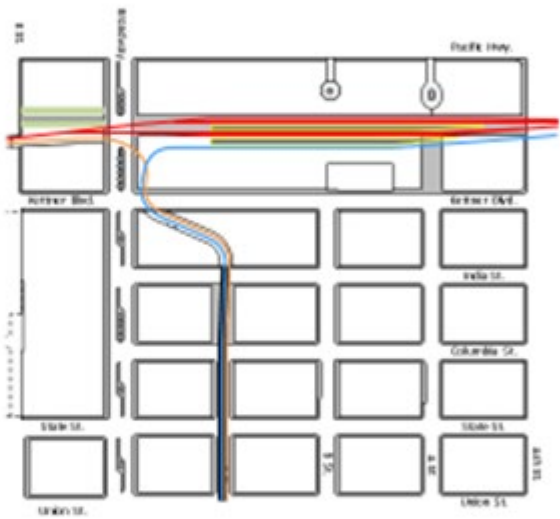
Partnership Contact: The Downtown San Diego Partnership looks forward to receiving a submittal from your company, if you have any questions regarding this RFQ, please direct them to:

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

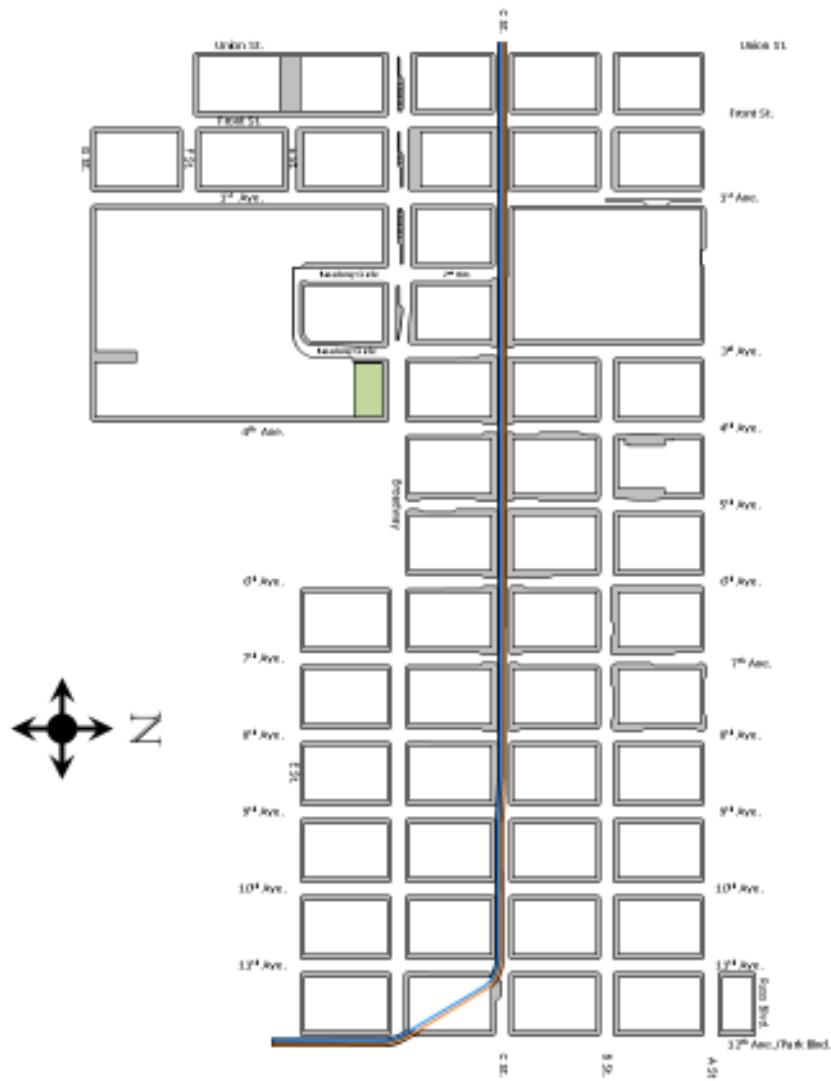
Exhibit A
Map of Downtown PBID District



Downtown San Diego Partnership -Columbia -



Downtown San Diego Partnership - City Center -



Downtown San Diego Partnership - East Village -

