

Downtown San Diego Partnership

Clean & Safe Program



Request for Quote

For

Downtown Property & Business Improvement District (PBID)

Tree Trimming Maintenance

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 DSDP Clean & 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 within PBID boundaries.

The PBID boundaries are generally located south and west of Interstate 5 and include 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 offered 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 benefits from the services provided.

The Downtown San Diego Partnership is requesting proposals for tree trimming 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 areas and the entire district.

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 to 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 services. The Contractor shall provide all equipment, labor, and materials necessary for performing the maintenance. 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, streetlights, 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 were needed to create adequate clearance from structures to avoid damage.
- Pick up and properly dispose of branches from the DSDP storage facility monthly.
- Remove and install trees as needed and approved by DSDP. Costs for this must be provided separately.
- Provide tree maintenance training for Partnership staff.
- Respond to emergency calls for tree maintenance.
- Legible “Caution” & “Closed Bike Lane” signs placed on every sidewalk/bike lane being serviced. Place barriers to block sidewalk/bike lane access to pedestrians, cyclists, motor scooters, or other means to prevent slip and fall incidents while allowing for ADA access.
- Enter all service activity into the required data collection software. The Contractor’s responsibility will include procuring the necessary phone device and software application. The Data collection vendor will charge the Contractor a service fee of \$75 per month per phone.

Annual Tree Service by Neighborhood Including MTS

| Neighborhood | Approximate Trees Serviced Annually |
|---------------------|--|
| Cortez | 156 |
| City Center | 120 |
| Columbia | 68 |
| East Village | 240 |
| Gaslamp | 72 |
| Marina | 192 |
| Total | 848 |

Performance Standards:

Management - Contractor shall provide management services, including but not limited to employee supervision, work scheduling, supply control, quality control, and management availability.

Employee Supervision - Employee(s) shall be supervised by on duty DSDP Supervisor to ensure proper performance of duties and adherence to contractual requirements. A DAR daily activity report and monthly inspection of Downtown trees will be made by DSDP on duty Supervisor and will report unsatisfactory performance to management.

Dismissal of Unsatisfactory Employees- If, in the opinion of DSDP, an employee of the Contractor is incompetent or disorderly, or exhibits other unsatisfactory behaviors, or/and refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on DSDP property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. The removal of an employee is not to affect the quality or timeliness of the contract in any way.

Quality Assurance- Whenever complaints are received from building occupants, an inspection by DSDP will be made to validate the complaint. If valid, DSDP will notify the Contractor who needs to take corrective action within twenty-four (24) hours or the next business day. Continued failure and poor performance shall be cause for termination of the contract.

Participation- Contractor must learn about all services provided by DSDP and notify supervisor on the duty of any issues (e.g., trash on the sidewalk, safety issues.).

Protection of Existing Facilities- The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by the Contractor's personnel or equipment will be promptly repaired to the condition existing before damages or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

Frequency: At any time and for any reason, the DSDP may request additional or less frequent tree trimming services with the appropriate increase or decrease of fees.

Duties of Contractor: DSDP, at this moment, retains the Contractor as an Independent Contractor to maintain and perform the services outlined in this Agreement beginning on the Commencement Date. Contractor shall perform the following duties:

- Contractor shall have an ongoing Safety Training Program for its employees assigned to this contract. Employees shall always be certified in Cardiopulmonary Resuscitation and First Aid skills.
- Contractor shall maintain at all times casualty insurance in such amounts as DSDP specifies and name DSDP and the City of San Diego as additional insured.
- Contractor will have in effect an active drug and alcohol abuse and testing policy and shall, where applicable, comply with the U.S. Department of Transportation's regulations for commercial motor vehicle drivers, 49 CFR 382, Controlled Substances and Alcohol Use and Testing.
- Contractor will comply with all federal, state, and local laws and regulations applicable to the work to be performed under the contract.
- All work shall be in accordance with the requirements of the Contract Documents and the California Building Code, Uniform Building Code, Mechanical Code, Plumbing Code, and Electric Code; either International, National, or Local, whichever applies.

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.

Monitoring: DSDP shall have the right to monitor the performance by the Contractor of all its obligations under this Agreement. The Contractor shall cooperate with DSDP, Clean, and Safe Program staff to monitor scheduled tree trimming. All work performed and services provided may be monitored for compliance with the requirements of this Agreement on a daily or another basis by the Clean and Safe Program staff. Before daily commencement of work under this contract, the Contractor shall contact the DSDP, Clean and Safe Program duty supervisor at (619) 414-2698 and notify them of the work to be performed, the location of work, and the expected work commencement and completion time. DSDP agrees to notify the Contractor within 48 hours when the work completed does not comply with the standards outlined in the scope of services. The Contractor agrees to correct all deficiencies identified as part of the DSDP monitoring program with 48 hours of notification. The 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 DSDP Program's image and ensures our clients have a positive overall impression of the organization and Downtown San Diego.

- **Uniforms:** All work attire must be complete, clean, odor-free, without stains, rips, or holes.
 - Work shirts and a 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.
 - Shoes: Shoes must be clean 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:** Must conform to the safety standards of your service.

- **Body Art:** Tattoos are acceptable but may not be offensive, derogatory, racial, explicit, or gang related.
- **Cell Phone:** While delivering contracted services, personal cell phones, texting devices, pagers, or other electronic communication devices should not be used unless 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 must conform to the safety standards of your service.

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 staffing 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 the scope of duties in the RFQ in accordance with all local, state, and federal laws.

Neighborhoods:

Columbia: The Columbia neighborhood has 83 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. We request proposals to trim approximately 68 trees a year within a monthly schedule.

City Center: The City Center neighborhood has 206 sidewalks and includes high traffic areas, such as transit corridors, restaurants, banks, high-rise office buildings, high-end 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. We request proposals to trim approximately 120 trees a year within a monthly schedule

Gaslamp: The Gaslamp Quarter has 67 sidewalks in a historic district with heavy foot and vehicle traffic. It is comprised of retail establishments, fine dining restaurants, nightclubs, residential units, high-end 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. We request proposals to trim approximately 72 trees a year within a monthly schedule

East Village: The East Village has 389 sidewalks with a rapidly developing residential community, increasing commercial uses, and 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 due to 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. Some have enhanced tiles and pavers. We request proposals to trim approximately 240 trees a year within a monthly schedule

Marina: The Marina district has 112 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 sidewalks are composed of enhanced tiles and pavers. The blocks in this neighborhood measure 200 feet by 300 feet in length. We request proposals to trim approximately 192 trees a year within a monthly schedule

Cortez: The Cortez neighborhood has 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. We request proposals to trim approximately 156 trees a year within a monthly schedule

Commercial Enhancement Program (CEP): The CEP program has 105 sidewalks and includes restaurants, high-rise office buildings (over 50,000 square feet), hotels, residential units, and government agencies. Many of the sidewalks have enhancements such as brick pavers and tiles. We request proposals to trim approximately 50 trees a year within a monthly schedule

Frequency: At any time and for any reason, the DSDP may request additional or less frequent tree trimming services with the appropriate increase or decrease of fees.

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. The 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 believe any*

documents submitted with your response to be proprietary or otherwise confidential, please submit a written request to determine whether the documents can be withheld from public disclosure no more than ten (10) days before your due date response. Any document(s) submitted will be subject to public disclosure if you do not assess confidentiality before the submittal deadline.

Proposal Format and Content: All Respondents are required to submit three hard copies and an electronic submittal sent to the DSDP Clean and Safe Office Coordinator at info@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 precise listing of headings and pages to reference critical information quickly.
3. **Cover Letter** – The cover letter should be brief. 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 schedule for performing the scope of work elements.
5. **Qualifications and Experience** – One to three pages that outline experience conducting tree trimming operations, 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 proposed per tree trimming fee for each of the seven neighborhoods/districts. Contractors will have the option to bid for all seven neighborhoods/districts or an individual neighborhood/district.
7. **References** – This section shall contain the following: three to five past or current clients whom the contractor has performed 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 of 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 promptly
- Excellent customer service

Proposal Schedule:

- Question Deadline – January 17, 2022.
- Demonstrations – Demonstrations will be scheduled by the DSDP Maintenance Operations Director the week of January 24, 2022.
- Deadline – Three hard copies and an electronic submittal shall be delivered *no later than 2:30 pm, Monday, January 24, 2022*, 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, pay any cost incurred in the preparation of a response to this request, or procure a contract for services. All Respondents should note that the execution of any contract under this RFP is dependent upon the approval of the PBID Management Committee. The Partnership retains the right to reject all submittals. Selection is also reliant on negotiating a mutually acceptable contract with the successful respondent. Each submittal pricing will need to be valid during the fiscal year 2022-2023. Any contracts awarded as a result of this request will be effective July 1, 2022, to June 30, 2023, 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. The 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. The contractor shall maintain business auto liability and commercial umbrella liability insurance (if applicable to meet the 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. The 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. The 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. The contractor shall provide the DSDP with a waiver of the right to recover from other's 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 Indemnatee 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 Indemnatee for any Claims arising from the sole negligence or willful misconduct of that Indemnatee. 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/>

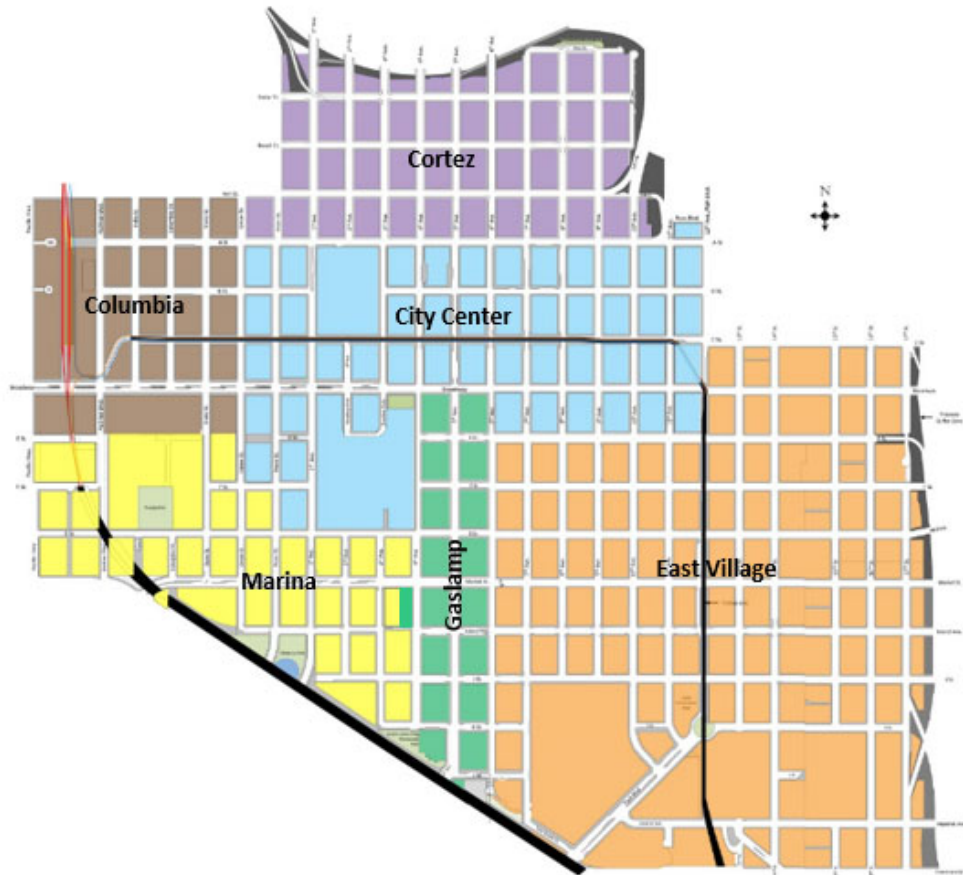
Nondiscrimination Policy: The respondent shall not discriminate based on race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of employees, subcontractors, vendors, or suppliers.

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:

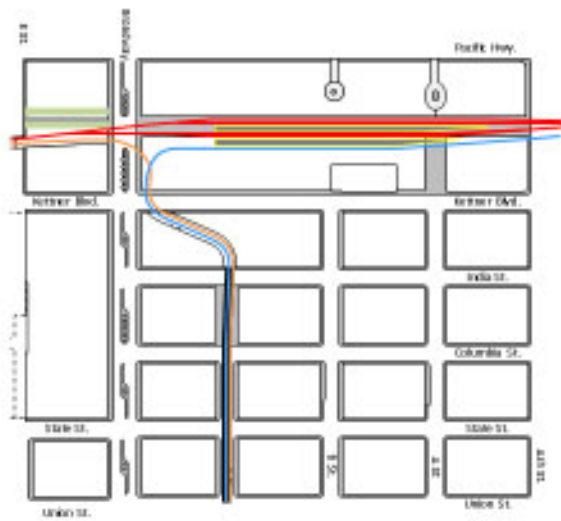
Executive Director, Alonso Vivas
Director of Maintenance Services, Ernesto Romo
Downtown San Diego Partnership
1111 Sixth Ave, Suite 101
San Diego, CA 92101
(619) 234-8900
avivas@improvedtsd.org
eromo@improvedtsd.org

Attachments

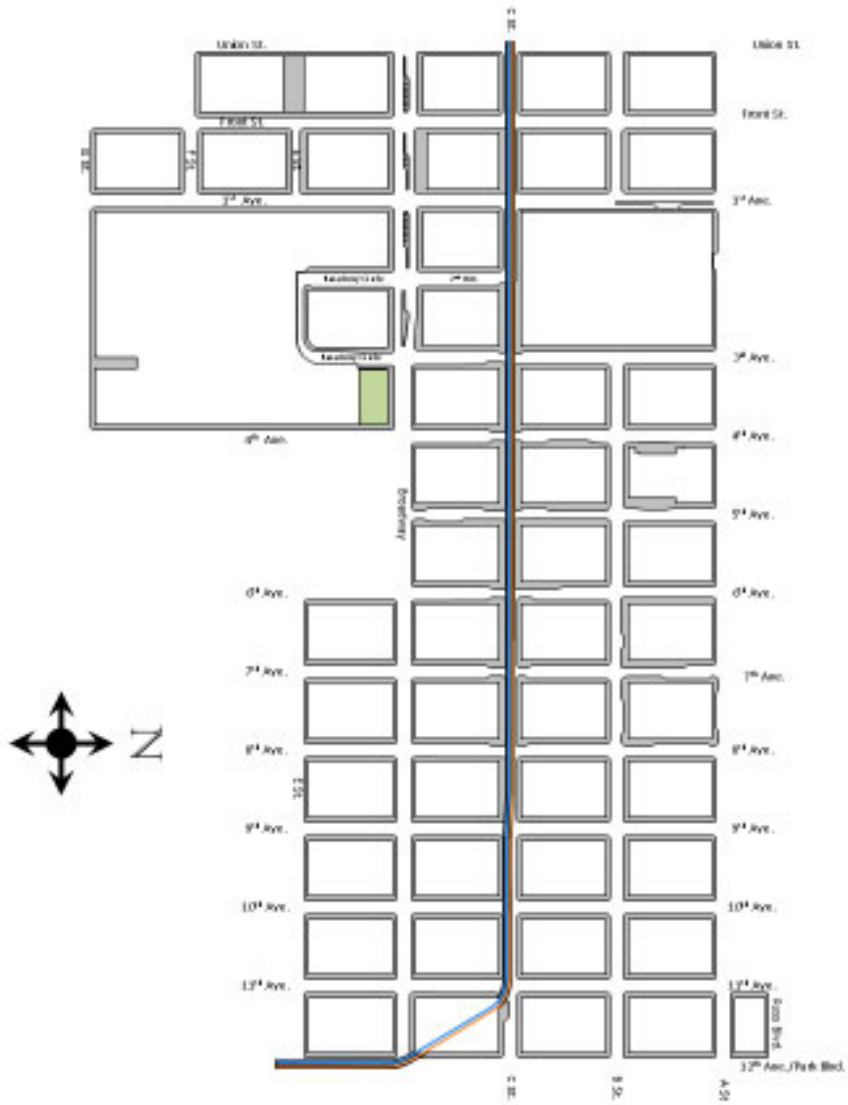
Exhibit A Map of Downtown PBID District



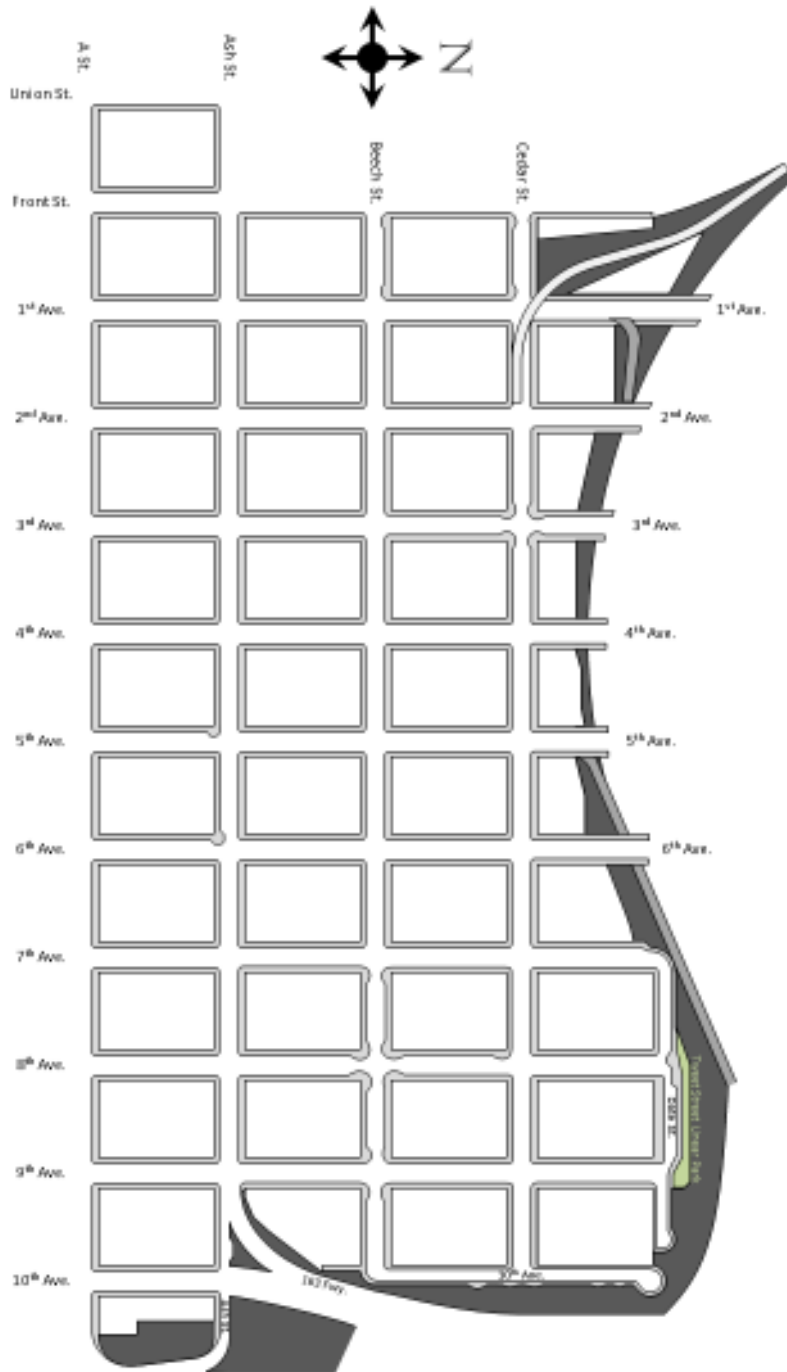
Downtown San Diego Partnership -Columbia -



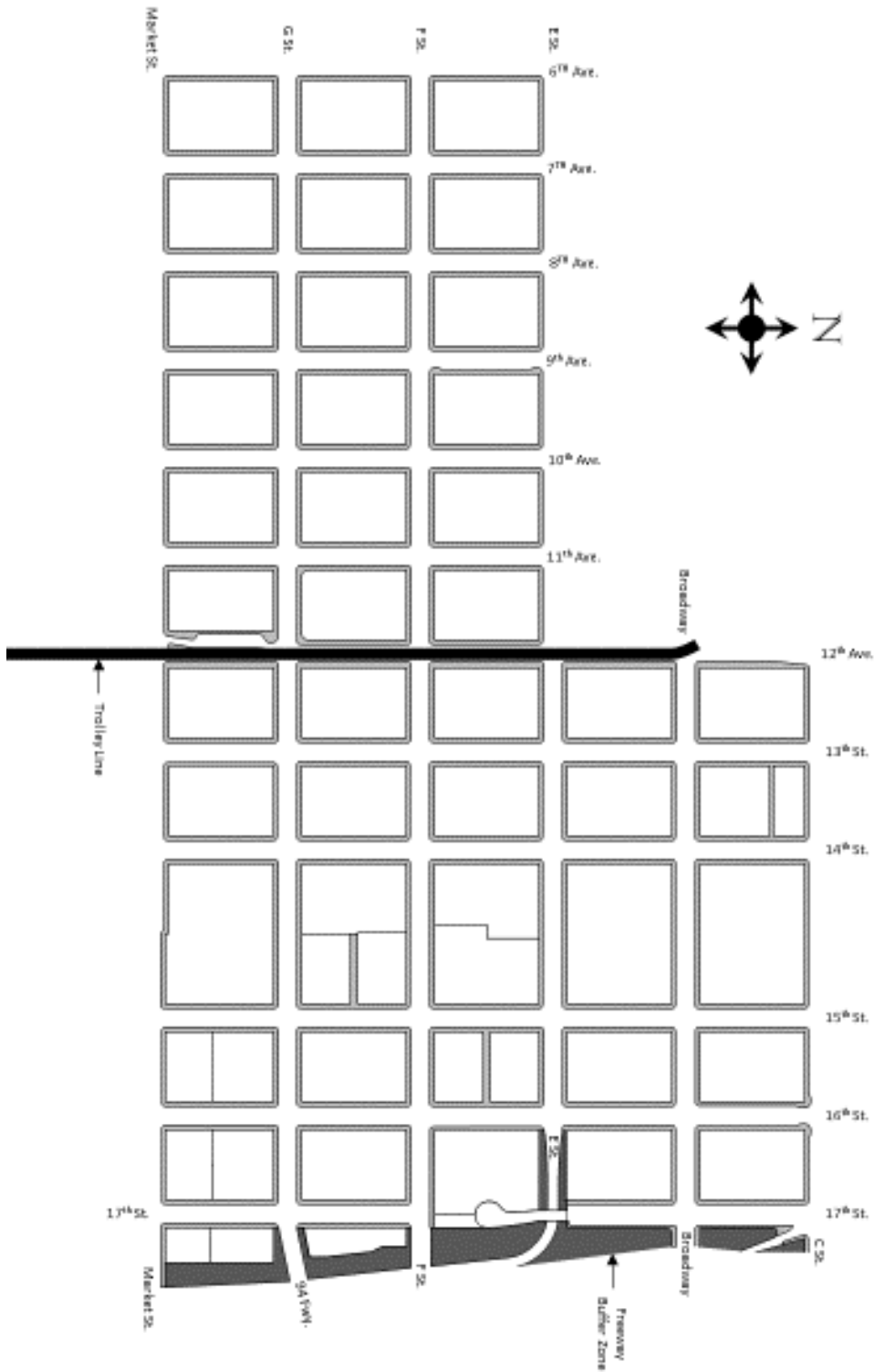
Downtown San Diego Partnership - City Center -



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 -

