

DOWNTOWN SAN DIEGO PARTNERSHIP

CLEAN & SAFE PROGRAM

REQUEST FOR PROPOSAL

FOR

CONSULTING SERVICES FOR DISTRICT RENEWAL

OF THE

DOWNTOWN SAN DIEGO PARTNERSHIP

PROPERTY & BUSINESS IMPROVEMENT DISTRICT (PBID)

PROPOSAL DUE DATE:

**March 25, 2022
Before 5 p.m. PST**

ATTENTION:

Justin Apger, Chief Operations Officer
japger@downtownsandiego.org

Taylor Stahl, Director of Special Projects
tstahl@downtownsandiego.org

**Downtown San Diego Partnership
401 B St, Ste 100
San Diego, CA 92101**

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INTRODUCTION

The Downtown San Diego Partnership (“DSDP”) serves as the leading advocate for the economic vitality and growth of Downtown San Diego. We are a member-based, nonprofit organization with nearly 300 members, representing a variety of business sectors including real estate, technology, banking, law, defense, insurance, communications, energy, and tourism. Our members are committed to creating a vital and vibrant urban center that benefits the entire San Diego region.

The Downtown San Diego Partnership is also the owner's 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 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 provided by the City of San Diego (“City”).

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 consulting services for the district renewal of the PBID.

DEFINITIONS

- **Downtown San Diego Partnership (DSDP):** A 501(c)6 non-profit organization founded in 1993 by a merger of the San Diego Downtown Association and San Diegans, Inc. Through membership, advocacy and public services, the Downtown San Diego Partnership is the principal voice and driving force behind the economic and cultural prosperity of Downtown.
- **Downtown San Diego Partnership Clean & Safe (C&S):** The Property Business Improvement District managed by the DSDP encompassing 6 districts and 275 blocks of Downtown San Diego.
- **Property and Business Improvement District (PBID):** An assessment district that provides additional services within a defined area for the purpose of making improvements and promoting activities of benefit to the properties within the district. The services are funded by an assessment of property, which appears on property tax bills.
- **Commercial Enhancement Program (CEP):** A special district within the Property Business Improvement District that levies an assessment on properties of more than 50,000 square feet of commercial leasable space. CEP parcels receive additional service and benefit which are funded by the CEP assessment.
- **Management District Plan (MDP):** Governing document that details the PBID benefit zones, service plan, assessment methodology, and district management guidelines.
- **PBID Benefit Zones:** To account for the varying levels of need for services, the PBID is divided into six benefit zones. The benefit zones are sometimes referred to as districts or neighborhoods and include:
 - Columbia, City Center, Cortez, East Village, Gaslamp Quarter, and Marina
- **PBID Service Plan:** Outlines the activities and improvements that will be provided to assessed parcels within the PBID boundaries.
- **PBID Renewal Steering Committee:** An ad hoc committee of the Board of Directors comprised of community representatives who provide support, insight, and leadership throughout the district renewal process.
- **Contractor:** Company selected for the services described in this RFP and who will enter into an agreement described therein.
- **City:** The City of San Diego, a municipal corporation of the State of California

SCOPE OF WORK

DSDP will accept proposals based on the scope of work outlined below. Submissions must be for consulting services to help manage and facilitate the renewal of the DSDP PBID.

Proposals should clearly demonstrate how the scope of work will be accomplished. Proposals should also describe what processes and activities they intend to use throughout the renewal process and the schedule they will adhere to meet the timeline set forth by the Board of Directors.

The DSDP reserves the right to make reasonable changes to the general scope of work of the contract.

- Strategic Planning
 - The PBID renewal process will require a comprehensive project timeline. Part of the strategic planning process will also be to make recommendations for a successful renewal campaign among property owners. Respondents should detail how they will approach the project planning process, including but not limited to preliminary research, stakeholder outreach, data gathering, and assignment of roles and responsibilities.
- Outreach and Communication Strategy
 - A thoughtful outreach and communication strategy will be required throughout the renewal process in order to further understand the needs of the PBID and develop a management district plan that serves each district. Respondents should present ideas and support strategies that provide clear communication around the PBID renewal process.
- Evaluation of District Boundaries and Services
 - The Board of Directors is requesting an evaluation of the current district boundaries and services. An analysis is needed to determine if the PBID can and should include neighboring districts in the PBID renewal. An assessment of services is needed to determine which additional services can and should be considered for the new service plan. Respondents should provide a minimum of one case study which supports their efforts in accomplishing successfully evaluating district boundaries and services. In addition, respondents should detail their knowledge of state and local laws governing the expansion of a PBID, services offered within a PBID, and the development of a management district plan.
- Renewal of District
 - The current PBID program expires on June 30, 2025. The Board of Directors seeks to renew the PBID by January 1, 2024, with the new program beginning on July 1, 2024. Proposals should outline all activities associated with the renewal process, including but not limited to development of a service plan, management district plan, and assessment formula, engineer's report, intercept survey, legal review, petition drive, city hearings, and ballot period. Respondents should detail processes, work experience, methodologies, and techniques that will be used to achieve renewal.

SUBCONTRACTING

If the Contractor intends to use subcontractors, the Contractor shall submit a list of subcontractors for approval by DSDP. 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, 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

Proposers should describe the processes and activities they intend to use while managing the renewal of the PBID. Proposals should include methodologies used to determine special benefits currently provided by the PBID and future benefits.

1. **Cover Page** – Include project title, company name, parent company name (if applicable), address, 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. **Qualifications and Experience** – One to three pages describing experience with district renewal, both in San Diego and outside the region.
5. **Scope of Work** – Detailed implementation plan outlining processes and activities that will be used to manage the renewal of the PBID.
6. **Budget** – Proposed detailed and itemized budget, including labor and other direct costs.
7. **Timeline** – Proposed timeline, including key tasks, deliverables, and milestones.
8. **References** – Three to five past or current clients performing this type of scope of work, with contact names and phone numbers.
9. **Insurance** – Evidence that respondent maintains insurance policies as stated in the RFP.
10. **Staffing** – List of proposed staff and subcontractors to be involved with accomplishing the components listed in the scope or work, along with a summary of their relevant capabilities or resume for each.
11. **Other Information** – Description of any additional services or recommended analysis that would benefit the PBID and are not explicitly stated in this RFP.

Proposals should be emailed to the following individuals:

Justin Apper, Chief Operations Officer, japper@downtownsandiego.org
Taylor Stahl, Director of Special Projects, tstahl@downtownsandiego.org

Proposals must be received no later than 5 p.m. PT on March 25th, 2022.

EVALUATION CRITERIA AND PROCESS

The PBID Renewal Steering Committee will elect members and staff to a Selection Committee, which will evaluate each proposal pursuant to this RFP on the following criteria:

- Understanding of the mission of the DSDP C&S, the services provided, and the unique characteristics and challenges of the PBID at present and in the future.
- Experience and knowledge of the PBID renewal process and the associated state and local laws.
- Demonstrated ability to assume all contract responsibilities and perform the scope of work outlined in this RFP.
- Demonstrated ability to develop, manage, and adhere to the proposed renewal timeline.
- Responsiveness to RFP in terms of proposing innovations, improvements, and additional strategic planning efforts to enhance the existing PBID or achieve the goal of renewing the PBID.
- Overall cost for the provision of services and its individual sub-elements.
- Response of business references and contractor record of accomplishment in the industry.

DSDP reserves the right to reject all proposals or portions thereof.

Up to three finalists may be invited to interview with the PBID Renewal Selection Committee. Interviews will be conducted during the month April 2022. Notification of the award of the contract is expected no later than May 2, 2022.

Any questions pertaining to this RFP should be submitted to DSDP in writing no later than March 11, 2022. DSDP will not respond to oral questions.

PROPOSAL SCHEDULE

RFP approved by PBID Renewal Committee	January 19, 2022
RFP Released	February 24, 2022
Deadline for questions	March 11, 2022
Proposals due	March 25, 2022
Finalist(s) invited for interview	April 8, 2022
Selection committee interviews	April 11 - April 29, 2022 (approximate)
Notify all finalists	May 2, 2022 (no later than)
Contract begins	May 2, 2022 (no later than)

TERMS AND CONDITIONS

The issuance of this RFP does not commit the DSDP/DSDP C&S/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 Renewal Selection Committee. The DSDP retains the right to reject all submissions. 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 May 2, 2022, for a period of twelve (12 months) or more, consistent with the project timeline. The DSDP reserves the right to negotiate for

upgrades to services at any point during the contract term upon mutual agreement with the Contractor. The DSDP may terminate the agreement between Contractor and the DSDP for District services at any time during the term of the agreement with 30-days written notice to Contractor.

COVID-19 VACCINE COMPLIANCE

DSDP requires proof that a contractor will be fully vaccinated against COVID-19 no later than their contract start date, before any work can begin and proceed. Pursuant to the California Department of Public Health, individuals are considered fully vaccinated against COVID-19 either: (1) two weeks or more after receiving the second dose in a 2-dose series of approved vaccines (Pfizer-BioNTech or Moderna, or vaccine authorized by the World Health Organization), or (2) two weeks or more after receiving a single-dose approved vaccine (Johnson and Johnson [J&J]/Janssen). DSDP will provide accommodations to qualifying individuals in accordance with applicable law.

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

Contractor shall indemnify, defend (with legal counsel reasonably satisfactory to CLEAN AND SAFE and the Clean and Safe Program) and hold harmless the Indemnitees (defined below) from and against any and all Claims (as defined below) arising out of the gross negligence or willful misconduct of the Contractor. For purposes of this Section, 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 willful misconduct or grossly negligent performance or nonperformance of this Agreement by Contractor or its employees, agents, independent contractors, suppliers, subcontractors, officers, directors, shareholders, representatives, affiliates, successors or assigns (collectively, "Contractor Parties"). For purposes of this Section, the "Indemnitees" are CLEAN AND SAFE; Downtown San Diego Partnership; the City of San Diego; and the respective elected officials, officers, employees, agents and representatives, members, managers, shareholders, affiliates, successors and assigns of all such parties.

In addition, 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.

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.

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:

Taylor Stahl, Director of Special Projects

tstahl@downtownsandiego.org

Downtown San Diego Partnership

401 B St, Suite 100

San Diego, CA 92101

(619) 234-0201

(530) 228-4991

EXHIBIT A

Map of Downtown PBID District

