

Downtown San Diego Partnership

Clean & Safe Program

Request for Proposal

For

Downtown Property & Business Improvement District (PBID)

Sidewalk Power Washing Service

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 Core, 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. These assessments are limited to a 5% adjustment per year as determined by the Downtown San Diego Partnership Board of Directors.

The Downtown San Diego Partnership is requesting proposals for sidewalk power washing 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 power washing of sidewalks that accomplishes the following:

- Removal of dirt and stains
- Removal of human and animal waste stains
- Removal of food waste stains
- Removal of graffiti on sidewalks
- Cleaning of base of public trash cans in the public right of way

- Removal of gum and other substances/objects that may stick to sidewalk surfaces
- Reclamation of all power wash water
- Clearly legible “Caution” signs placed on every sidewalk being power washed
- 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 titled Eponic. Contractor will be charged a service fee of \$75 per month per phone by Eponic Corporation.

Technical Specifications:

- Contractor shall furnish all equipment including, but not limited to, all trucks, tanks, hand brooms, scrapers, hoses, and other equipment necessary to thoroughly clean all sidewalks.
- The truck(s) utilized in this contract shall be equipped with a cover to prevent debris from blowing out of the truck during transport.
- 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.
- Any and all equipment/vehicles must, wherever possible or appropriate, carry DSDP-designed signage and logos along with the Contractor’s logo. DSDP logos and signage will be provided to Contractor by DSDP. Each vehicle will have a unique vehicle identification number.
- Contractor is to list equipment and manpower proposed to be used in this contract, including :
 - Vehicle make, model, year
 - Pressure washing equipment make, model, year, PSI and noise decibel
 - State whether pressure washer is installed on the vehicle or towed on a trailer
 - Number of people proposed to perform contract services on days specified

Washing Requirements:

After removal of all debris from the sidewalk, the entire sidewalk shall be washed with high pressure washer (2,000 psi minimum) to remove all dirt, liquids and other pedestrian/vehicle residue. Pressure washers shall be able to attain a minimum temperature of 160 degrees. Drop inlet grates shall be free from debris when completed. No mechanical cleaning devices shall be driven on the sidewalk.

The use of products that are harmful to the environment shall be cause for punitive action from Federal, State, Regional and City of San Diego storm water waste.

Performance Standards:

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

Employee Supervision - Contractor employee(s) shall be supervised by Contractor to ensure proper performance of duties and adherence to contractual requirements. A weekly inspection of Downtown sidewalks must be made by the contractor's supervisor.

Dismissal of Unsatisfactory Employees- If, in the opinion of DSDP, an employee of the Contractor is incompetent or disorderly, 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 will be made to validate the complaint. If valid, DSDP will notify Contractor and correct action must be taken within twenty-four (24) hours. Continued failure and/or poor performance shall be cause for termination of contract.

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

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

Extreme care shall be taken to prevent water from entering store basements and storefronts through sidewalk elevators and/or door sills.

Storm Water Regulations: Must comply with City of San Diego and other local, state, and federal agencies that regulate the discharge of unauthorized products and materials into the storm water conveyance system. You may visit the following links for specific requirements: <http://www.sandiego.gov/thinkblue/>.

Noise Regulations: Must comply with sections of the San Diego Municipal Code that regulate noise levels within the City. You may visit the following links for specific requirements:
<http://docs.sandiego.gov/municode/MuniCodeChapter05/Ch05Art9.5Division01.pdf>

Water Use Regulations: Must comply with City of San Diego and other local, state, and federal agencies that regulate the use of water. You may visit the following links for specific requirements:
<http://www.sandiego.gov/water/conservation/drought/prohibitions.shtml>

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.
 - DSDP vest with logo as approved by DSDP at the cost of Contractor.
 - Polo-style Shirts or T-Shirts: Must be tucked in at all times. Whether long sleeve or short sleeve, if visible from collar the shirt must be white or blue. 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.

Neighborhoods:

Columbia: The Columbia neighborhood is approximately 30 blocks 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 are requesting proposals that could provide for power washing of approximately 120 sidewalks each week for 52 weeks.

Core: The Core Columbia neighborhood is approximately 42 blocks 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. We are requesting proposals that could provide for power washing of approximately 68 sidewalks each week for 52 weeks.

Gaslamp Quarter: The Gaslamp Quarter is a 16 ½ block 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. Private patios should not be included in your calculations for determining rates. We are requesting proposals that could provide for power washing of approximately 60 sidewalks per week for 52 weeks. Additionally, proposals for this neighborhood should include a quarterly (September, December, March, and June) citrus wash deep cleaning of the equivalent of 15 sidewalks.

East Village: The East Village is a 111 block area 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. Some have enhanced tiles and pavers. We are requesting proposals that could provide for power washing of approximately 150 sidewalks per week for 52 weeks.

Marina: The Marina district is a 34 ½ block area 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. We are requesting proposals that could provide for power washing of approximately 40 sidewalks per week for 52 weeks.

Cortez: The Cortez neighborhood is a 41 block area 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 are requesting proposals that could provide for power washing of approximately 40 sidewalks per week for 52 weeks.

Frequency: At any time and for any reason, the DSDP may request additional or less frequent power washing 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.

Compliance: Respondents must demonstrate the ability to deliver the requested services while operating in a dynamic environment with noise, parking, and traffic restrictions. Respondents must also demonstrate the ability to comply with all Federal, State, Regional and City of San Diego storm water regulations, specifically waste water reclamation, while performing the requested services. Respondents must also demonstrate the ability to perform the services at times and in a manner that does not interfere with, or disrupt normal business operations. You may visit the following links for specific requirements.

<http://clerkdoc.sannet.gov/legtrain/mc/MuniCodeChapter05/Ch05Art9.5Division04>
<http://clerkdoc.sannet.gov/legtrain/mc/MuniCodeChapter04/Ch04Art03Division03>
<http://www.sandiego.gov/stormwater>

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

Alonso Vivas
Director of Operations
1111 Sixth Avenue, Suite 101
San Diego, CA 92101
(619) 234-8900
avivas@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 Lise Marie Koerschgen at lmkoerschgen@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 power washing 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 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:

- Pre-proposal Conference – May 8th, 2015, 9:00am-10:00am at the Clean & Safe office located at 1111 6th Ave, Suite 101, San Diego, CA 92101.
- Demonstrations – Demonstrations may be scheduled beginning May 4, 2015.
- Deadline – Three hard copies and an electronic submittal shall be delivered no later than 4:00pm, Friday, May 22, 2015 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, 2015 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 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. 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, Bahija Hamraz
Director of Operations, Alonso Vivas
Downtown San Diego Partnership
1111 Sixth Ave, Suite 101
San Diego, CA 92101
(619) 234-8900
bhamraz@improvedstd.org
avivas@improvedtsd.org

Attachments:

Exhibit A Map of Downtown PBID District

