

**Request for Quote of Services**  
**Discover Pacific Beach Clean PB Program**

Released 5/3/2023

Due May 26, 2023

Discover Pacific Beach (henceforth also known as DPB) is enhancing its cleaning program to a clean and safe program that targets the Pacific Beach Business District area to ensure a basic level of cleanliness and sidewalk improvement to a highly trafficked area as well as eyes and ears on the street, homeless outreach, and opportunity. Discover Pacific Beach is seeking a preferred cleaning vendor for its general cleaning program.

If this program is of interest, please quote on the following items.

***Scope of Work***

***General Program:***

- 4 days per week which will include one weekend day (Saturday) DPB and the contractor will determine exact deployment schedules, and schedules may change depending on the needs of the district.
- The Street Team operates within the Business Improvement District boundaries.
- Area of Work includes: Primarily 18 Block area from Mission Blvd to Ingraham St along Garnet Ave. and portions of Cass St, Bayard St. and Mission Blvd from Grand Ave to Felspar St. Various areas as agreed upon by Provider and DPB within the Pacific Beach Business Improvement District may also be necessary.

***Scope of Work***

- Perform detail sidewalk sweeping and remove all litter from sidewalks, right-of-ways, curbs, and gutters in front of businesses only.
- Empty Pacific Beach trash receptacles (approx. 36)
- All trash liners will be removed and replaced from the district and disposed in the container provided by the sponsor. On some occasion will be required to remove large items and haul to landfill
- Removing any temporary signage including playbills, fliers, or political signage on public structures.
- Maintaining trash receptacles, and light graffiti removal on public structures as needed.
- Provider will maintain all Pacific Beach tree wells, planters, weeds growing in sidewalk cracks that lead to the public right-of-ways from the project locations.
- Informing DPB and logging repair needs in the district
- Tracking and collecting pertinent data with DPB provided system.
- Provide referral resources to local homeless and transient populations as needed. Referral list will be provided by DPB
- Work with other related service providers, including without limitation our safety ambassador team.
- Vendor must provide the necessary equipment and supplies to complete tasks.

***Proposal Evaluation Criteria:***

Proposals received will be evaluated per the following criteria.

- Past Performance:
  - Responses from References.
  - Demonstrated ability to deliver services requested.
  - Experience working with BIDs or comparable City/Community agencies working in the Public Right of Way (PROW).

- Price: Competitive fees and rates. Prices that are significantly lower than the competitive range may be considered as an indication of a misunderstanding of the scope of work, and not considered.
- Ability to meet insurance requirements.
- City of San Diego Small Local Business Enterprises (SLBE), Emerging Local Business Enterprises (ELBE), California Disadvantaged Business Enterprise (DBE) and Disabled Veteran Business Enterprises (DVBE) will be given a 5% cost credit for purposes of evaluating price.
- Locality of business main office and employees. A 5% cost credit will be given to companies who have a 92109 office (excluding mailing address) or can demonstrate that three or more staff are 92109 residents for purposes of evaluating price.

Discover Pacific Beach reserves the right to enter into additional contracts with a preferred vendor for cleaning services.

All responses shall be submitted via email and must be received no later than **5:00pm on May 26th sent to sunny@pacificbeach.org**

Terms and Conditions: The issuance of this RFP does not commit Discover Pacific Beach 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 BID Board of Directors. DPB 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<sup>st</sup> 2023 through June 30<sup>th</sup> 2024**

***Contract Extension:***

At the sole discretion of Discover Pacific Beach, 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 DPB for review. DPB 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 DPB, 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 DPB. Contractor waives all rights against DPB 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 DPB 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 DPB 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 DPB 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 DPB and the Board of Directors) 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 DPB 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.

***Prevailing Wages:*** Subcontractor shall comply with SDMC section 22.3019 requiring compliance with California Labor Code sections 1720 through 1861 (State prevailing wage law) for any and all construction work performed or funded pursuant to this Agreement cumulatively exceeding \$25,000 and for any and all alteration, demolition, repair and maintenance work performed or funded pursuant to this Agreement cumulatively exceeding \$15,000. Pursuant to San Diego Municipal Code section 22.3019, construction work performed or funded pursuant to this Agreement cumulatively exceeding \$25,000 and alteration, demolition, repair and maintenance work performed or funded pursuant to this Agreement cumulatively exceeding \$15,000 is subject to the State of California prevailing wage law set forth in California Labor Code sections 1720 through 1861 (“**Prevailing Wage Law**”) and in performing or funding any and all such work, Subcontractor shall comply with Prevailing Wage Law. This requirement to comply with Prevailing Wage Law is in addition to any requirement to pay “living wage” pursuant to San Diego Municipal Code sections 22.4201 through 22.4245 (“**LWO**”) or this Agreement. If both Prevailing Wage Law and the LWO are applicable to particular work, Subcontractors must determine which per diem rate is highest for each classification of work between the applicable prevailing wage rate and living wage rate and pay the higher of the two rates to their employees. The LWO may apply to work that is not subject to Prevailing Wage Law.

***Equal Opportunity Program Requirements:*** The City of San Diego and Discover Pacific Beach 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 Discover Pacific Beach 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.