



CHAMBER OF COMMERCE

Old Town San Diego Chamber of Commerce
2415 San Diego Avenue San Diego, CA 92110 (619) 291-4903 info@oldtownsandiego.org

Request for Proposals

Harney Street Market Manager Services

RFP: 2018-1

April 2018

Harney Street Market Manager Services

RFP: 2018-1

1. Request Summary

The Old Town San Diego Chamber of Commerce (Chamber) is seeking proposals from persons and firms to provide comprehensive management services for the Harney Street Artisans Market in Old Town San Diego. The selected manager will be responsible for providing services in accordance with the Scope of Services outlined in Section 3 below.

2. Introduction

a. Community Profile

OLD TOWN is the historic heart of San Diego. Created in 1769, Old Town San Diego was California's first settlement with only a mission and a fort.

Old Town San Diego State Historic Park is in the center of Old Town. Here you can experience life from the early Mexican-American period of 1821-1872 through rich living history programs. Watch forms come to life at the blacksmith and woodworker shops, and read a newspaper from the 19th century.

Old Town San Diego, where Interstate 5 and Interstate 8 meet, is nestled in the heart of San Diego. Old Town is just across the street from the San Diego Trolley Old Town Transit Center, across the freeway from the Marine Corps Recruit Depot (MCRD) and a short drive from most San Diego destinations.

b. Background

The Chamber manages the Business Improvement District for Old Town San Diego. The Chamber is managed by a twelve (12) person volunteer board that is elected by the members of the Chamber.

The market manager ("Manager") is responsible for all aspects of the market's management, including, vendor selection, vendor space assignment, setup and breakdown supervision, coordination, security, revenue collection and other duties as required by Market functions and operations or as assigned by the Chamber. The Chamber recently directed staff to issue a Request for Proposals ("RFP") in order to ensure the new contract for the Manager is selected through a competitive and comparative process.

The Market is currently situated on Harney Street between San Diego Avenue and Congress Street. Harney Street requires a street closure each weekend for the market

which requires a Special Event permit through the City of San Diego. The Market currently includes about 30 individual vendors and produces gross receipts of averaging about \$2,036.00 per week. The Chamber does not provide electricity for the Market. The Chamber will have a Community Outreach Table for use by Chamber Members or the Chamber themselves. The Market Manager is responsible for the provision and set-up of the Community Outreach Table each week.

c. General RFP Submittal Information

The Chamber's designated committee will evaluate the proposals received. During the review process, the Chamber reserves the right, where it may serve the Chamber's best interest, to request additional information or clarification from those that submit proposals, or allow clarifications, corrections of errors, or omissions. Any and all changes in the RFP will be made by written addendum, which shall be issued by the Chamber to all prospective proposers who have registered for the RFP via the Chamber's Google form.

The Chamber reserves the right to retain all proposals submitted. Submission of a proposal indicates the Proposer's acceptance of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Chamber and the Proposer selected.

The preparation of the proposal will be at the total expense of the Proposer. There is no expressed or implied obligation for the Chamber to reimburse responding Proposers for any expense incurred in the preparation of the proposals in response to this request. All proposals submitted to the Chamber shall become properties of the Chamber and will not be returned. If any information in your proposal is confidential and/or proprietary, please further submit a separate, redacted copy for servicing public records requests.

The Chamber reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the Chamber. Any proposer may withdraw his proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the Chamber for appropriate action.

All proposals are due not later than 3:00 p.m. on Thursday, May 31, 2018 at which time they will be opened at the Chamber office at 2415 San Diego Ave, Suite 104.

Late submissions will not be accepted. To be considered, proposers must send one (1) PDF of the proposal in its entirety to Sunny@oldtownsandiego.org or complete the form/upload documents at this link

d. RFP Questions

Questions with regard to this RFP should be submitted by email to Sunny Lee, Old Town San Diego Chamber of Commerce Executive Director, at sunny@oldtownsandiego.org by Tuesday, May 1, 2018. All firms sending questions will receive responses to all questions and any other addenda that may be released, via email by Friday, May, 11, 2018.

e. Schedule

The Chamber reserves the right to make changes to the below schedule, but plans to adhere to the implementation of the RFP process as follows:

| | |
|--|----------------|
| RFP released: | April 9, 2018 |
| Deadline for receiving questions: | May 1, 2018 |
| Response to questions: | May 11, 2018 |
| Proposals due: | May 31, 2018 |
| Finalists selected: | June 15, 2018 |
| Presentations/Interviews (if necessary): | June 20, 2018 |
| Vendor selected: | June 20, 2018 |
| Vendor to commence services: | August 1, 2018 |

3. Scope of Services

Standard Operating Procedures (SOP)

- a. The Chamber intends to present a high-quality Market experience with a unique and individual flavor complementary to Old Town San Diego.
- b. The Proposer shall determine the annual fee necessary to perform all services as detailed in the Scope of Services and elsewhere within this RFP. The fee shall include the cost for all assistants and out-of-pocket expenses.
- c. Unless pre-approved by the Chamber, all out-of-pocket expenses for Management services will be the responsibility of the Manager.
- d. Equipment costs for normal operation of the Market may be invoiced as line-item expenses upon pre-approval of the City.

Project Requirements

The Manager's responsibilities shall include, but not be limited to the following:

General

1. Curate an Artisans Market that provides quality items desired by the Old Town Chamber of Commerce in accordance with all State, County and City of San Diego requirements and regulations.
2. Abide by all Federal, State and local laws, rules and regulations, and all City policies and directions.
3. Keep, update and maintain weekly auditable records of vendors, sales and revenue in an orderly fashion available for inspection by the Chamber.
4. Adhere to specific security measures as denoted by the City of San Diego Police Department (SDPD) and the City of San Diego Fire Department (SDFD). Each end of the Market (at San Diego Avenue and Congress Street) must be blocked by barricades such that vehicles cannot enter the Market during operating hours.
5. Follow vendor fee collection practice as outlined by Chamber staff.
6. Track Market attendance and provide quarterly reports.
7. Prevent unauthorized vendors and/or local merchants from participation in market without prior specific approval of Chamber's market administrator.
8. Instruct any persons attempting to film within the Market that the Chamber does not allow filming within the Market. Failure to abide by this instruction should be reported to the SDPD staff on site (if applicable).

Market Specific

1. The Market shall include approximately 30-40 vendors, of which 75 percent sell art in some fashion and 25 percent sell goods, services and prepared foods. The Manager shall provide the Chamber with a list of vendors, their contact information and their certifications on a quarterly basis to ensure compliance with the required threshold proportions.
2. Operate the Market on Saturdays and Sundays from 9:00 a.m. to 4:00 p.m. as weather permits at a location determined by the Chamber (currently on Harney Street between San Diego Avenue and Congress Street).
3. Close streets and turning lanes not less than 1 hour prior to Market operation time using appropriate signage and physical mechanisms as prescribed by the prevailing authorities.
4. Open all streets and passageways, including the removal of signage and physical mechanisms, no later than two (2) hours after the close of each Market event.

5. Secure storm drain curtains during all Market activities each week.
6. Ensure trip guards are used with all cables, cords, wires and conduits placed upon or running over ground.
7. Maintain and make available a Community Outreach Table to be used by Old Town San Diego Members or Chamber staff.
8. Provide portable generators and related equipment capable of providing adequate electrical power to light vendors' booths after sundown, as needed.
9. Perform all janitorial duties including collection/disposal of trash during and after each Market event.

4. Proposal Outline to be Submitted

- a. *Cover Page*
- b. *Table of Contents*
- c. *Executive Summary*

Provide a brief summary describing the Proposer's ability to perform the work requested; a history of the Proposer's background and experience providing services; the qualifications of the Proposer's personnel to be assigned to this project, any subcontractor, sub consultants and/or suppliers and a brief history of their background and experience; and any other information called for by this RFP which the Proposer deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader of the basic services offered, the experience and qualifications of the Proposer, staff, subcontractors and/or suppliers.

d. *Questionnaire/Response to Scope of Services*

Proposer shall provide responses and information to fully satisfy each item in the Questionnaire. Each question item should be presented before the proposer's response.

e. *Attachments*

5. Questionnaire

- a. Company and General Information
 - i. Company name and address.
 - ii. Letter of transmittal signed by an individual authorized to bind the Proposer, stating that the Proposer has read and will comply with all terms and conditions of this RFP.

- iii. General information about the primary contact who would be able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.
- b. Qualifications and Experience of the Firm and Proposed Project Team
 - i. Describe your or your firm's history and organizational structure. Include the size of firm, location of office(s), years in business, certified or non-certified markets managed, organizational chart, name(s) of owner(s) and principal parties and number and position titles of staff.
 - ii. List the members of your team who will be responsible for managing the Market and providing ongoing support, and their experience. Denote the staff person(s) who will be on-site Management during Market operations.
 - iii. Describe how the team managing the Market will be supervised.
 - iv. Describe your firm's experience managing certified farmers' markets and non-certified markets. Describe comparable markets managed by your firm in the last five years, including the number, scope of services provided and the status of each.
 - v. Comment on other areas that may make your firm different from your competitors.
 - vi. Identify how your firm would curate the Market to maintain an individual identity complementary to the unique character of Old Town San Diego.
- c. Questions/Response to Scope of Services
 - i. Describe the methods by which your firm will fulfill the services requested in the Scope of Services and subsequent sections.
- d. Fees
 - i. Provide a pro forma that identifies Market costs, revenues and the fee required for Market Management services.
 - ii. Describe any remaining fees not previously detailed in the above.

e. References

List the name, address and telephone number of references from at least three (3) markets. Include a brief description of the work provided for each reference. You may offer more than three recent similar projects if desired. The references should include the start date of the project and the date of completion of each project

f. Implementation Schedule

Include a detailed implementation schedule with an estimated start date of July 2, 2018 with the first Market to be conducted August 4, 2018 in accordance with key milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.

g. Certificate(s) of Insurance

Manager will provide a valid ACORD certificate of insurance reflecting policies that are in effect for the duration of the contract for each of the following coverage types: a) Commercial General Liability Insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence, subject to an annual aggregate of at least Two Million Dollars (\$2,000,000); b) Automobile Liability Insurance with a limit of at least One Million Dollars (\$1,000,000) per occurrence; c) Worker's Compensation Insurance with Employer's Liability coverage with a limit of at least One Million Dollars (\$1,000,000) if applicable. Manager shall name Chamber as additional insured for its management of the Market.

h. Business Tax Certificate

The proposing organization does not require a City of San Diego business tax certificate to respond to this RFP. However, the successful Proposer will be required to acquire a City of San Diego business tax certificate during the contracting process and maintain an active certificate throughout the contracted period.

6. Evaluation of Proposals

Proposals will be judged on the Proposer's ability to provide services that meet the requirements set forth in this document. OTSD reserves the right to make such investigations as it deems necessary to determine the ability of the Proposer to provide services meeting a satisfactory level of performance in accordance with OTSD and City of San Diego requirements. Interviews and presentations by one, several or all of the Proposers may be requested by evaluators if deemed necessary to fully understand and compare the Proposers' capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

Proposals will be evaluated on the Proposer's qualification and experience, response to questions and the proposed scope of service, the proposed fee and references.

OLD TOWN SAN DIEGO CHAMBER OF COMMERCE

DRAFT

STANDARD PROFESSIONAL SERVICES AGREEMENT

WITH: _____

FOR: HARNEY STREET MARKET MANAGER SERVICES - RFP 2018-1

THIS AGREEMENT is made and entered into by and between THE OLD TOWN SAN DIEGO CHAMBER OF COMMERCE, a business improvement district, hereinafter referred to as "Chamber," and _____, hereinafter referred to as "Contractor."

1. CONTRACTOR'S SERVICES. Contractor agrees to perform, during the term of this Agreement, the tasks, obligations and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A."
2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Section 27 of this Agreement and shall end upon _____.
3. PAYMENT FOR SERVICES. The Chamber shall pay for the services performed by Contractor pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B."
4. TIME FOR PERFORMANCE. Contractor shall not perform any work under this Agreement until (a) Contractor furnishes proof of insurances as required under Section 7 of this Agreement; and, (b) Chamber gives Contractor a written and signed Notice to Proceed.
5. DESIGNATED REPRESENTATIVE(S). _____ shall be the designated Contractor Representative, and shall be responsible for job performance, negotiations, contractual matters and coordination with the Chamber. Contractor Representative shall actually perform or provide immediate supervision of Contractor's performance of, the Scope of Service.
6. HOLD HARMLESS. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense, with legal counsel approved by the Chamber) and hold harmless the Old Town San Diego Chamber of Commerce members of its Board, officers, agents and employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, reasonable attorneys' fees and judgements arising out of or in any manner related to this Agreement. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

Contractor agrees that this obligation to indemnify, defend and hold harmless extends to liability and/or claims arising from Indemnitees' active or passive negligence.

Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify an Indemnitee from any claim arising from the sole negligence or willful misconduct of that Indemnitee.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by the Chamber to Contractor of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Contractor, Chamber or any Indemnitee.

7. INSURANCE. Without limiting its obligations pursuant to Section 6 of this Agreement, the Contractor shall procure and maintain, at Contractor's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit "C."
8. INDEPENDENT CONTRACTOR STATUS. Chamber and Contractor agree that Contractor, in performing the services herein specified, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other employers while under contract with the Chamber. Contractor is not an agent or employee of the Chamber and is not entitled to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits the Chamber provides for its employees. Contractor shall be responsible to pay and hold the Chamber harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.
9. NON-APPROPRIATION OF FUNDS. Payment due and payable to Contractor for current services in within the current budget and within an available, unexhausted and unencumbered appropriation of the Chamber. In the event the Chamber has not appropriated sufficient funds for payment of Contractor services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.
10. ASSIGNMENT. This agreement is for the specific services with the Contractor as set forth herein. Any attempt by Contractor to assign the benefits or burdens of this Agreement without written approval of the Chamber shall be prohibited and shall be null and void; except that Contractor may assign payments due under this Agreement to a financial institution.

place available to all employees and applicants for employment all notices setting forth the provisions of this fair employment practices paragraph.

18. RIGHT TO UTILIZE OTHERS. Chamber reserves the right to utilize others to perform work similar to the services provided hereunder.
19. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.
20. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
21. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Contractor shall be construed to be both a conant and a condition.
22. RIGHT TO TERMINATE. Chamber may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty-days ('30-days') written notice.
23. EFFECT OF TERMINATION. Upon termination as stated in Section 22 of this Agreement, Chamber shall be liable to Contractor only for work satisfactorily performed by Contractor up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Contractor need to be compensated only to the extent required by law.
24. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Agreement, then venue shall be in the Superior Court of San Diego County.
25. LITIGATION FEES. If Litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including reasonable attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
26. INTEGRATED AGREEMENT. This Agreement represents the entire agreement between Chamber and Contractor regarding the subject matter hereof, and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect of the subject matter. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

27. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of the Chamber. This Agreement shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provision shall survive the termination.

OLD TOWN SAN DIEGO CHAMBER OF COMMERCE

By: _____
Sunny Lee, Executive Director Date

(CONTRACTOR)

By: _____
(CONTRACTOR) Date

EXHIBIT A

OLD TOWN SAN DIEGO CHAMBER OF COMMERCE

DRAFT

STANDARD PROFESSIONAL SERVICES AGREEMENT

WITH: _____

FOR: HARNEY STREET MARKET MANAGER SERVICES - RFP 2018-1

SCOPE OF SERVICE

Please refer to the Chamber's RFP 2018-1 for further information

EXHIBIT B

OLD TOWN SAN DIEGO CHAMBER OF COMMERCE

DRAFT

STANDARD PROFESSIONAL SERVICES AGREEMENT

WITH: _____

FOR: HARNEY STREET MARKET MANAGER SERVICES - RFP 2018-1

SCHEDULE OF COMPENSATION

1. METHOD OF PAYMENT. Payment for all work performed by Contractor pursuant to the terms of this Agreement shall be made on the basis of the per employee or hourly rates (as requested in Chamber's RFP) set forth in Contractor's proposal.
2. ADDITIONAL FEES. Any remaining fees not previously detailed in the above as agreed to by the Chamber.
3. BILLING. The fee shall be paid to the Contractor no later than 10 days following acceptance of the Contractor's monthly accounting report for any given monthly period. If Contractor fails to submit the report, timely payment may not be received within the month that the report was submitted.

Contractor shall submit an invoice to the Chamber at the following address:

Old Town San Diego Chamber of Commerce
Attention: Sunny Lee, Executive Director
2415 San Diego Avenue, Suite 104
San Diego, CA 92110

The invoice submitted pursuant to this paragraph shall show the Chamber Agreement Number, the dates on which the services were performed, a description of the services performed, actual out-of-pocket expenses incurred in the performance of the services and such other information as the Chamber may reasonably require.

4. TIME OF PAYMENT. Payment to contractor shall be made within ten (10) days following the receipt of the invoice.
5. MAXIMUM COMPENSATION. Contractor shall complete all the work and tasks described in Exhibit A for a total amount of compensation that does not exceed _____ which amount includes all out-of-pocket expenses.

EXHIBIT C

OLD TOWN SAN DIEGO CHAMBER OF COMMERCE

DRAFT

STANDARD PROFESSIONAL SERVICES AGREEMENT

WITH: _____

FOR: HARNEY STREET MARKET MANAGER SERVICES - RFP 2018-1

INSURANCE REQUIREMENTS

A. **Policy Requirements.**

Contractor shall submit duly executed certificates of insurance for the following:

1. Contractor will provide a valid ACORD certificate of insurance reflecting policies that are in effect for the duration of the contract for each of the following coverage types: a) Commercial General Liability Insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence, subject to an annual aggregate of at least Two Million Dollars (\$2,000,000); b) Automobile Liability Insurance with a limit of at least One Million Dollars (\$1,000,000) per occurrence; c) Worker's Compensation Insurance with Employer's Liability coverage with a limit of at least One Million Dollars (\$1,000,000) if applicable. Contractor shall name Chamber as additional insured for its management of the Market.
2. The Old Town San Diego Chamber of Commerce, members of its Board of Directors, officers, agents and employees will be named as an additional insured in an endorsement to the policy, which shall be provided to the Chamber.
3. Reserved.
4. Contractor shall provide the Chamber with at least thirty days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten days' notice for cancellation due to non-payment.
5. Chamber may increase the scope or dollar amount of coverage required under any of the policies described above or may require different or additional coverages upon written notice to Contractor.
6. If your insurance carrier charges an additional fee, you must include that amount in your project costs.

