

SOUTHEASTERN ECONOMIC DEVELOPMENT CORPORATION

REQUEST FOR PROPOSALS

FOR

PROPERTY MANAGEMENT  
SERVICES FOR  
VACANT & UNOCCUPIED PROPERTY OWNED  
BY

THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO  
WITHIN THE SOUTHEASTERN SAN DIEGO AREA



Southeastern Economic Development Corporation  
404 Euclid Avenue Ste 221  
San Diego, CA 92114  
[www.sedcinc.com/](http://www.sedcinc.com/)

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## I. Introduction

The Southeastern Economic Development Corporation, Inc. (SEDC) is a California non-profit public benefit corporation under contract with the Redevelopment Agency of the City of San Diego (Agency) for the planning and implementation of redevelopment projects within the southeastern area of San Diego (SEDC Area of Influence).

On behalf of the Agency, SEDC currently maintains eleven (11) properties within the four (4) redevelopment project areas located within the SEDC Area of Influence. The exact number of properties will vary as additional property is sold and/or acquired.

The purpose of this Request for Proposal (RFP) is to encourage prospective property management firms (Prospective Contractor) to submit a proposal to perform property management services for the current eleven (11) vacant or unoccupied properties as well as any new property acquired by the Agency within the SEDC Area of Influence as set forth in Exhibit 1. In addition, there will be a need for landscape establishment services for "Public Right of Way" areas and or future locations yet to be determined subject to any approvals, permits or authorizations of the Agency or the City of San Diego. Prospective Contractor will be required to enter into a Contractor Agreement with the Agency or SEDC on behalf of the Agency. The term of the Agreement will be through 6/30/12, (the end of FY 2012) with a (1) one year option to renew the Contractor Agreement renewal.

Prospective Contractor will be responsible to ensure all necessary services are performed on an as needed basis as defined in the "Scope of Work" in Section III of this RFP.

Prospective Contractor will be required have or obtain available personnel who have successfully and competently provided property management services. Prospective Contractor will be required to provide all materials, equipment, and tools needed to perform the Scope of Work. Some services will require heavy lifting and the hauling of materials to be disposed.

## II. Proposal Due Date

**The proposal packages submitted in response to this RFP will be addressed to the Southeastern Economic Development Corporation office, 404 Euclid Avenue, Suite 221, San Diego, CA 92114 and must be received by SEDC no later than 1:30 p.m. on September 9, 2010**

Questions regarding the RFP should be directed to Chris Jones, Interim Project Manager or via email at [jonesc@sedcinc.com](mailto:jonesc@sedcinc.com).

Substantive changes in the submittal requirements, if any, may be made by SEDC in its sole discretion and issued in the form of addenda. Such addenda shall be posted on the SEDC website. It is the responsibility of any and all Prospective Contractors to periodically review the SEDC website for any and all addenda posted by SEDC in connection with this RFP.

This RFP including exhibits can be downloaded from the SEDC website at <http://www.sedcinc.com/>

***It is the responsibility of Prospective Contractor to check the SEDC website for updates and changes should they occur. All questions and answers will be posted on the website, and such posting will be updated as necessary.***

Proposals shall be enclosed in a sealed envelope, shall bear the title of the work, the name of Prospective Contractor, and the appropriate State Contractors License held (if applicable) and City of San Diego Business Tax Certificate. Proposals postmarked past the deadline date will not be accepted. Proposals received by facsimile or electronic mail (e-mail) will not be accepted. Late proposals will be returned unopened.

### **III. Property Management Criteria**

#### **A. Sites**

The following is a list of sites that will require property management:  
*(Please reference Exhibit 2 Agency Owned Property Listing & Map)*

Site 1	Hilltop and Euclid
Site 2	4100 Block of San Miguel Avenue
Site 3	4200 Block of Ocean View Boulevard
Site 4	Valencia Business Park
Site 5	101 50 <sup>th</sup> Street
Site 6	5003 Imperial Avenue & 5030 Holly Street
Site 7	6395-97 Imperial Avenue
Site 8	33 <sup>rd</sup> Street and E Street and Pickwick Avenue
Site 9	35 <sup>th</sup> Street & E Street
Site 10	4260-4274 & 4261-4271 Market Street
Site 12*	40 <sup>th</sup> & Alpha

(\*Site 11 has been removed from the list.)

#### **B. Description Of Services/Scope of Work**

Prospective Contractor shall provide property management services to maintain Agency owned vacant/unoccupied properties. These services are listed as the following tasks and described in greater detail below:

- Task 1 Fencing
- Task 2 Monitor vacant buildings
- Task 3 Landscape support for Valencia Business Park
- Task 4 Graffiti abatement
- Task 5 Weed and debris abatement
- Task 6 Landscape Establishment Program

## Task 1 Fencing

SEDC currently owns fencing on some of the sites and rents fencing on other sites as describe below. SEDC wishes to reduce cost and will rely on Prospective Contractor to assess each site and make a determination to reduce costs while ensuring the sites remain secure. Prospective Contractor will need to assess each site and make a determination which properties will require fencing for security and public safety purposes. Once the determination has been made and approved by SEDC to fence a site, it will be the responsibility of Prospective Contractor to seek these services to install fencing and monitor fenced and unfenced properties to ensure they are secure and properly maintained. For code standard on fencing regulations, please refer to San Diego Municipal Code of the City of San Diego:

<http://docs.sandiego.gov/municode/MuniCodeChapter14/Ch14Art02Division03.pdf>.

Once a determination has been made and agreed upon by SEDC regarding which sites will require fencing, the following will be the initial set-up and ongoing responsibility of Prospective Contractor:

- Install new fencing if any is found to be needed
- Monitor, and arrange for repair and/or replacement of rented fencing; and
- Monitor, and arrange for repair and/or replacement of Agency-owned fencing.

The following sites have fencing owned by the Agency:

Site 5 101 50<sup>th</sup> Street  
Site 6 5003 Imperial Avenue & 5030 Holly Street  
Site 7 6395-97 Imperial Avenue  
Site 8 33rd and E Streets and Pickwick Avenue

*(Please reference Exhibit 2 Agency Owned Property List & Map)*

The following sites currently have rented fencing:

Site 1 Hilltop & Euclid  
Site 9 35th & E Street  
Site 10 4260-4274 & 4261-4271 Market Street

The remaining sites are currently not fenced.

## Task 2 Monitoring Vacant Buildings

The sites listed below will require regular surveillance for break-ins and services to secure the structures from break-ins according to San Diego Municipal Code standards. Two of the sites currently have security lighting that will need monitoring, and broken or burned out light bulbs shall be replaced as needed.

- Site 5 101 50th Street (Former Valencia Park Library)
- Site 6 5003 Imperial Avenue & 5030 Holly Street
- Site 7 6395-97 Imperial Avenue

Prospective Contractor will need to make an initial assessment to ensure each of the vacant buildings is secure. Prospective Contractor will be responsible to ensure the structures on these sites are secure and boarded in accordance with the San Diego Municipal Code. Please refer to City of San Diego Website:

<http://docs.sandiego.gov/municode/MuniCodeChapter05/Ch05Art04Division03.pdf>

In addition, Prospective Contractor's responsibilities shall include the following:

- Monitor vacant buildings for security breaches three (3) times a week.
- Repair any damage including boarding up properties per San Diego Municipal Code caused by security breaches within forty-eight (48) hours of discovery.
- Maintain/repair security lighting within forty-eight (48) hours of discovery. This includes replacing any damaged or burned out light bulbs.
- Provide dual notification to SEDC and the San Diego Police Department for any break-ins or vandalism at the sites.

### **Task 3 Landscape support for Valencia Business Park**

Valencia Business Park (Site 4) contains vacant industrial lots with landscaping improvements along the streets, Las Chollas Creek, and the trolley line. This landscaping will require landscape support for the existing planted landscaped areas. The support services will also include irrigation monitoring, repair and water usage monitoring (*Exhibit 4 Valencia Business Park Landscape Plans*). ***The vacant portion of the land will require weed abatement as defined in Task 5.***

Site description: Valencia Business Park is located in the Central Imperial Redevelopment Project Area on Imperial Avenue between 54<sup>th</sup> Street and Valencia Park. **The site is developed next to the Earl B. Gilliam U.S. Postal Service facility that is not a part of this work.** The total remaining vacant portion of the site is approximately 4.33 acres. The area consists of vacant industrial lots, Las Chollas Creek Open Space, as well as the recreation easement as indicated in the Valencia Business Park Site Plan (*Exhibit 3 Valencia Business Park Site Plan*).

***The native planting from the top of the creek slopes down; the bottom of Las Chollas Creek is not a part of this work. Prospective Contractor shall ensure at all times that maintenance work does not contribute to any runoff into Las Chollas Creek, including herbicides, pesticides, motor oil, fuel, other chemicals or pollutants as well as irrigation water.***

In addition, Prospective Contractor's responsibilities shall include the following:

- During mowing and removal of weeds, dust shall be controlled so as not to cause air pollution.
- Trees and bushes shall be trimmed.

- Immediate dual notification to SEDC and law enforcement where transient sleeping environments exist.
- All trimmed plant material and any debris will be removed from the property and the street or areas surrounding the property and hauled to proper disposal sites. If necessary, sweep hardscape areas to remove all trimmed material completely. It is encouraged to incorporate a method to dispose green waste in the City's mulching program:  
<http://www.sandiego.gov/environmental-services/miramar/greenercycle.shtml>.
- Any use of herbicides and pesticides must be applied in a manner that complies with all Federal, State, County, City, and other regulatory agency requirements.
- Removal of native trees and sensitive biological habitat resource as defined by the City of San Diego Land Development Code is prohibited. Improper removal of invasive species such as *Arundo donax* is also prohibited since it will lead to the spread of this invasive and unwanted species.
- Any activity that will lead to soil erosion is prohibited.
- Landscaping shall be kept free of weeds at all times. Weeds shall be hand pulled or controlled by applying chemicals either pre-emergent's or post emergents, whenever possible.
- Trees and shrubs should be maintained in a healthy, growing condition and a visually pleasing appearance by means of horticulturally correct pruning, proper watering, and fertilizing as necessary.
- Ground covers should be kept off sidewalks, pathways, and roads and not be allowed to encroach into other plant areas by means of edging or trimming as needed to maintain a clean and visually pleasing appearance at all times.
- Clean up of trash and debris shall be performed at least once a week or as needed to maintain a clean site at all times.
- All landscaped areas shall be fertilized four (4) times a year with a post-planting fertilizer at the manufacturer's suggested rate of application.
- All hardscape areas such as brow ditch, gutter and sidewalks shall be kept cleaned of debris on a regular basis.
- Pest control shall be used as needed to maintain plant material in optimum condition. This applies to gophers, insects, disease, fungus, etc.
- Prospective Contractor shall preserve and protect all existing monuments, utilities, structures, and hardscape from damage. Any Prospective Contractor-caused damage or injury to living plant material, inanimate objects, and structures will be replaced in kind by Prospective Contractor at Prospective Contractor's sole cost and expense.
- Prospective Contractor is prohibited from storing any equipment or plant material on site.
- Prospective Contractor shall monitor, report and repair vandalism or any other damages.

**Irrigation:** Prospective Contractor shall:

- Monitor water usage and pay water bill for the property. Every three (3) months the City of San Diego will issue a bill for the watering of the property at Valencia Business Park. Prospective Contractor will be responsible to monitor the billing to ensure it is accurate according the watering schedule. In addition, it will be the responsibility of Prospective Contractor to pay

each bill on time. *(All utility payments by Prospective Contractor can be submitted for reimbursements each month with the invoice and monthly report.)*

- Check the irrigation system, adjust and repair/replace components in kind as needed to ensure proper coverage of all landscape areas. This operation should be performed at least once a month and as needed when irrigation problems are noticed.
- Follow all guidelines and adhere to any ordinances relating to water use restrictions and drought response program set forth by the City of San Diego.
- Seasonally adjust the irrigation controller as needed to provide proper water amounts as required by the different landscape areas at different seasons of the year.
- Monitor site three (3) times a week and report to SEDC any damages or vandalism. Prospective Contractor will be responsible to repair or replace items in the public open space in Valencia Business Park that are damaged or inoperable throughout the term of the Contractor Agreement. In the response to this RFP, include the fixed costs for the term of the Contractor Agreement, and costs to repair and/or replace items including labor and materials, for at least the following listed items, and include any other items that are deemed necessary:

Repair each pathway light:	cost each \$ _____
Replace each pathway light:	cost each \$ _____
Repair broken sprinkler heads:	cost each \$ _____
Replace broken sprinkler heads	cost each \$ _____
Repair wood-crete fence rail:	cost each \$ _____
Replace wood-crete fence rail:	cost each \$ _____
Repair D.G. path wooden edging:	cost per foot \$ _____
Replace D.G. path wooden edging:	cost per foot \$ _____

- Upon approval, arrange for needed repairs.

#### **Task 4 Graffiti abatement**

Prospective Contractor shall: (1) monitor and remove graffiti within forty-eight (48) hours of notice or observation on any sites; and (2) comply with all Federal, State, County, City, and or other regulatory agency requirements for graffiti removal and the use of any chemicals associated with the graffiti removal.

#### **Task 5 Weed and debris abatement:**

##### **Weed abatement:**

Weed abatement services will be necessary for all sites that have weeds on the property. All weeds on property must be cut to no higher than two inches (2"), including weeds inside and outside of any fences and along street frontages between sidewalks and streets. In addition, Prospective Contractor shall be responsible for the following:

- During mowing and removal of weeds, dust shall be controlled so as not to cause air pollution.

- Trees and bushes shall be trimmed. Any removal of live trees shall only be undertaken after obtaining written approval from the SEDC contract manager. Any trees or bushes that are dead, burned or that create transient sleeping environments are to be reported to SEDC contract manager immediately for permission to remove. Dual notification to SEDC and law enforcement where transient sleeping environments exists is immediately required.
- All trimmed plant material and any debris will be removed from the property and in the street or areas surrounding the property and hauled to proper disposal sites. If necessary, sweep hardscape areas to remove all trimmed material completely.
- Any use of pre-emergent herbicide product to kill and inhibit future weed growth must be applied in a manner that complies with all Federal, State, County, City, and other regulatory agency requirements
- Removal of native trees and sensitive biological habitat resource as defined by the City of San Diego Land Development Code is prohibited. Improper removal of invasive species such as Arundo donax is also prohibited since it will lead to the spread of this invasive and unwanted species.
- Any activity that will lead to soil erosion is prohibited.

**Debris abatement:** Prospective Contractor shall be responsible for the following:

- Ensuring that property will be free of all debris, litter, trash, paper, furniture, illegal dumping, transient encampments and any other matter that has been transported, discarded or dumped on the premises. Materials will be hauled from the premise and to the proper disposal or landfill site.
- Immediately reporting any transient encampments and removing all materials in conjunction with the SEDC contract manager and the San Diego Police Department. After proper notification to the owner to remove their personal property from the premise, materials remaining must be removed from the property in accordance with San Diego Police Department procedure.
- Immediately reporting any illegal dumping activity on the property to SEDC and the Environmental Services Division of the City of San Diego. All properties must be maintained free of such material at all times.
- Responding to citizen complaints regarding property maintenance, weed and debris removal, within twenty-four (24) hours of receiving notification from the SEDC contract manager.

**Disposal of Weeds and Debris:** Prospective Contractor shall:

- Comply with all Federal, State, County, City and other regulatory agency requirements for disposal of weed and debris. It is encouraged to incorporate a method to dispose green waste in the City's mulching program: <http://www.sandiego.gov/environmental-services/miramar/greenercycle.shtml>.
- Dispose of all weeds and debris at an appropriate licensed landfill.
- Dispose of any illegal dumping of non-hazardous or hazardous waste material such as paint, engine parts, chemicals, dead animals, etc according to all Federal, State and local regulatory

requirements after first reporting any incidents to SEDC and the Environmental Services Division of the City of San Diego.

- Report any additional maintenance needs for the property that are not included in the Scope of Work. A cost proposal must be submitted prior to the performance of additional services.
- Obtain written approval from SEDC prior to performance of additional work.

**Task 6 Landscape Establishment Program**

SEDC has developed a program to assist in the establishment of landscape for medians and “Right of Way” areas located within the southeastern San Diego area. This includes the establishment of trees and landscaping in medians, Right of Way areas, as well as watering, trimming, replacement of dead materials, and form pruning to assure survival and efficacy.

**Green Triangle** - SEDC has an immediate need for landscape establishment services at a location known as the “Green Triangle.” This site will require minimal services on a bi-weekly basis. The site is located in the Southcrest Redevelopment Project Area, on the Southwest corner of 35<sup>th</sup> Street & Boston Avenue and is approximately 9,000 square feet. The triangle currently has 5 raised planters with planted succulents, ornamentals, newly planted trees and other plants. There will be additional plantings at this site.

The following sites have not initiated development; however, they will require landscape establishment services upon completion: Market Street Medians and the 43<sup>rd</sup> Street Realignment Project.

In the response to this RFP include the fixed costs for the term of the Contractor Agreement, for services of landscape establishment. Include any other costs that are deemed necessary.

SCHEDULE OF TASK COST FOR LANDSCAPE ESTABLISHMENT SERVICES

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
	Hourly Rate X Time				
Supervisory Inspection				52	
Irrigation Inspection				12	
Irrigation Control Adjustment				4	
Litter Removal				52	
Weed Removal				12	
Edging Shape Pruning				12	
Sweeping/Hardscape				12	

#### IV. Public Disclosure

As a general rule, all documents received by SEDC are considered public records pursuant to State law and will be made available for public inspection and copying upon request. If Prospective Contractor considers any documents submitted with its 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 not later than ten (10) calendar days prior to the due date of the response. If Prospective Contractor does not obtain a determination of confidentiality prior to the submittal deadline, any documents submitted will be subject to public disclosure upon completion of the selection process.

#### V. Submission Requirements

The following is a listing of information and documents required in a complete proposal. Variances may occur due to the nature of various proposals. In all cases, it is the entire responsibility of Prospective Contractor to ensure that proposals are complete.

- Title of the project (**Property Management Services for Vacant & Unoccupied Property Owned by The Redevelopment Agency of the City of San Diego Within the Southeastern San Diego Area**), the name of the bidder, and the appropriate State Contractor License held. (*if applicable*)
- A cover letter describing the company and its qualifications.
- Contractor(s) must demonstrate the resource, expertise and ability to carry out the *scope of services* for these sites. Include a description on how the delivery of service will be provided. Descriptions of other jobs which illustrate experience in maintenance and property management of commercial and/or industrial sites.
- Proof of insurance.
- Resume of the Person who will be responsible for Overseeing the contract and description of any subcontracts or team members and the manner in which they plan to execute the various aspects of this contract.
- A copy of a City of San Diego Business Tax Certificate and copies of any and all licenses legally required for the performance of all services required by the Agency and SEDC.
- Three (3) references.
- Schedule of prices, including:
  - Cost breakdown (together with labor and materials);
  - Include project personnel and hourly rate; and
  - Include a quote for 12-months of property management.
- Two (2) complete copies of the submittal package.

#### VI. Other Information

This section shall contain all other pertinent information in the following order:

- A. Description of insurance coverage for Prospective Contractor and co-venture partners(s) (types of coverage and policy limits, deductible, exclusions, and outstanding claims);

B. Description of in-house resources for Prospective Contractor (i.e., computer capabilities, software applications etc.); and

C. Completed Equal Opportunity Contracting Program (EOCP) Contractor Requirements; *(Please refer to Section XII. Equal Opportunity Requirements)*

## VII. Local Business and Employment

All Prospective Contractors hereby acknowledge that one of the primary goals of SEDC is to promote employment and business opportunities for local residents and firms within the Southeastern community in all SEDC agreements and contracts. Prospective Contractor will, to the extent feasible and legally possible, solicit employment applications and subcontract proposals for work associated with this proposed contract from local residents and firms as opportunities arise. Moreover, all Prospective Contractors will, to the extent feasible and legally possible, hire thirty percent (30%) of its workforce from all qualified local residents and firms as opportunities arise.

**Significant consideration will be given to Prospective Contractors that plan to work with local business development firms and hire qualified local residents.**

To the greatest extent feasible, contracts for work to be performed in connection with any redevelopment project shall be awarded to business concerns which are located in, or owned in the substantial part by persons residing in, a redevelopment project area.

To insure training and employment opportunities for lower-income project area residents, SEDC is specifying for work to be performed for this contract that redevelopment project area residents, if available, shall be employed for thirty percent (30%) of each craft or type of workmen needed to execute the contract or work.

## VIII. Selection Process

It is the intent of SEDC to enter into exclusive negotiations with the selected Prospective Contractor within sixty (60) days of the submission of proposals by Prospective Contractors. The selection process includes:

- An Interview Panel (Panel) will be chosen to review and evaluate the proposals received based upon a comprehensive analysis of the proposals.
- SEDC, taking into consideration the reviews by the Panel, will make a recommendation to the SEDC Board of Directors and the Agency regarding selection and authorization to enter into a Contractor Agreement with Prospective Contractor selected by SEDC pursuant to this RFP process.
- SEDC staff shall be the sole judge of the initial acceptability of a Prospective Contractor's response to this RFP.

## IX. Proposal Evaluation Criteria

SEDC will evaluate proposals submitted by Prospective Contractors according to evaluation criteria that include the following:

- Qualifications, demonstrated experience and ability to perform work as required;
- Proposed cost; Most advantageous rates to SEDC;
- Conformance to the specified RFP format;
- Organization, presentation, and content of the submittal;
- A local presence for interfacing with SEDC Staff.
- A willingness to make meaningful wide-range subcontracting and employment opportunities available to all interested and qualified firms and individuals in the local community of Southeastern San Diego; and
- Ability to meet the insurance requirements as stated in the **General Terms and Conditions** of the RFP.

#### X. Submittal Schedule

The solicitation, receipt, and evaluation of proposals and the selection of Prospective Contractor will conform to the following schedule: (**Note:** Dates subject to change)

Issuance of RFP	8/11/10
RFP Submittal Deadline	9/9/10
Submittal Review	Week of 9/13/10
SEDC Board Action	9/22/10

These documents are available electronically in the Contractor's Package through SEDC's website:

<http://www.sedcinc.com/index.html>

#### Other Contacts:

City of San Diego Police Department, Southeastern Division	(619) 527-3500
City of San Diego Environmental Services	(858) 694-7000
City of San Diego Information line	(619) 236-5555

#### XI. General Terms and Conditions

- A. State law makes it illegal for public officials or their employees to enter into a contract when conditions are such that public officials or their employees may have a financial interest in said contract. The law defines "making a contract" to include responding to Request of Qualifications/Proposals. The law further defines a "public official" very broadly, to include members of advisory boards that are not actual parties to a contract. Prospective Contractors who are aware of any circumstances that could create a conflict of interest in responding to this RFP are urged to contact SEDC immediately.

- B. Issuance of the RFP does not commit SEDC to pay any costs incurred of a Prospective Contractor in the preparation of a response to this RFP. SEDC reserves the right to accept or reject any proposal in part or in its entirety. SEDC further reserves the right to request and obtain, from one or more of Prospective Contractors who submit proposals, supplementary information as may be necessary for SEDC staff and/or its consultants to analyze the proposals. **This solicitation does not commit SEDC or the Agency to select any of the submitted proposals or Prospective Contractors, to award a contract or to procure a contract for any services. SEDC and the Agency, at their sole discretion, may reject any and all submittals.**
- C. SEDC reserves the right to interpret or change any provision of the RFP at any time prior to the submission deadline. Such interpretations shall be in the form of an addendum, and will be made available to each person or organization through the SEDC website. Oral explanations will not be binding. SEDC, at its sole discretion, may determine that a time extension is required for submission of the response to the RFP. In the event an addendum to this RFP becomes necessary, such addendum shall be noticed, distributed and made available to the general public on the SEDC website. Such addendum shall also include an accompanying submission deadline. Prospective Contractors are responsible for checking the website for addendums or changes to the RFP.
- D. All Prospective Contractors responding to this RFP should note that the final selection and approval of a proposal submitted pursuant to this RFP is dependent upon the negotiation of a mutually acceptable Contractor Agreement approved by the SEDC Board of Directors and the Agency Board of Directors. Each proposal shall be valid for not less than one hundred eighty (180) days from the date of the RFP submittal deadline
- E. The responses to this RFP shall be clear, concise, and detailed enough to enable SEDC to make a thorough evaluation and arrive at a sound determination as to whether the proposed development concept and development team meet SEDC's requirements. The information in this RFP is intended to provide general information regarding the development opportunity. This information is not intended or warranted to be a complete statement of potential land use issues and/or procedures to which Prospective Contractor may not be subject, nor is this intended to be a complete statement of all information Prospective Contractor might be required to ultimately submit as part of this RFP.
- F. All facts and opinions stated herein and in any additional information provided by SEDC, its staff, or its consultants, including but not limited to surveys, statistical and economic data, and projections, are based on available information and no representation or warranty of accuracy or completeness is made with respect thereto.
- G. Before submitting a response to this RFP, Prospective Contractors must carefully read all sections of this RFP and become fully familiarized with all conditions and limitations contained herein. Should a Prospective Contractor find discrepancies in and/or omissions to the RFP documents, or be in doubt as to the meaning of any terms and conditions herein, Prospective Contractor should

immediately notify SEDC in writing of such matter. Such written notification must be received by SEDC not later than ten (10) calendar days before the submittal date for this RFP.

- H. SEDC staff shall be the sole judge of the initial acceptability of a Prospective Contractor's response to this RFP.
- I. Any response to this RFP by a Prospective Contractor that modifies or fails to conform to the essential requirements or specifications of this RFP will be considered non-responsive and rejected. SEDC may require any additional information or evidence necessary to ascertain a Prospective Contractor's financial capability to implement and complete its proposal. SEDC also reserves the right to request such additional information from Prospective Contractor or an authorized representative, either orally or in writing.
- J. False, incomplete, or non-responsive statements shall be sufficient cause for the rejection of a response and/or submitted development proposal to this RFP. The evaluation and determination of the fulfillment of the above requirements will be SEDC's responsibility and its judgment will be final.
- K. Information disclosed in the response to the RFP and attendant submissions shall become the property of SEDC upon receipt. SEDC reserves the right to choose any number of Prospective Contractors as qualified finalists. In addition, SEDC reserves the right to issue written notice of any changes in the submission schedule and/or any other schedules, should SEDC determine, in its sole and absolute discretion, that such changes are necessary.
- L. Prospective Contractor will be required to provide evidence of public liability and property damage insurance with limits of not less than \$2 million for injury to, or death of, one or more persons and/or for property damage arising out of a single accident or occurrence insuring against all liability of the City of San Diego, SEDC, the Redevelopment Agency of the City of San Diego, selected firms, its subcontractor(s), and its authorized representatives, arising out of, or in connection with, the performance of work under any Agreement with SEDC or the Agency. Professional liability insurance (errors and omissions) may be required of Prospective Contractor in the minimum amount of \$2 million. Prospective Contractor will be required to provide evidence of automobile insurance providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Prospective Contractor will be required to provide evidence of a workers' compensation policy that provides a minimum of \$1 million of employers' liability coverage and an endorsement that the insurer waives the right of subrogation against SEDC, the Agency, and the City of San Diego and their respective officials, officers, employees, agents and representatives. Said insurance shall be provided at the sole cost and expense of Prospective Contractor.
- M. Prospective Contractor and any subcontractors employed by Prospective Contractor shall be independent contractors and not agents of SEDC, the Agency or the City of San Diego.

## **XII. Equal Opportunity Requirements**

Prospective Contractor shall comply with requirements of San Diego Ordinance No. 18173, Section 27.2701 through 27.2707, Equal Employment Opportunity Contracting Program Please refer to City of San Diego Municipal Code:

<http://docs.sandiego.gov/municode/MuniCodeChapter02/Ch02Art02Division27.pdf>

<http://docs.sandiego.gov/municode/MuniCodeChapter02/Ch02Art02Division35.pdf>

**LIST OF ATTACHED EXHIBITS:**

- Exhibit 1 – SEDC Area of Influence Color Map
- Exhibit 2 – Agency-owned Property List & Location Map
- Exhibit 3 – Valencia Business Park Site Plan
- Exhibit 4 – Valencia Business Park Landscape Plans