To: Interested BID Renewal Consultants

Date: June 14, 2023

Request for Proposals for BID Renewal Services for the Temescal Telegraph Business Improvement District Association

Sealed bids are invited for BID Renewal Services for the Temescal Telegraph Business Improvement District Association.

Introduction

The Temescal Telegraph Business Improvement District (TTBID) is seeking consultants to conduct the renewal of its Business Improvement District (BID) in Oakland, CA. This RFP seeks consultants who will conduct outreach to property owners, examine the feasibility of increasing the BID boundaries and/or assessment rate, create and implement a BID management plan, and assist with the petition, ballot, and hearing processes.

The TTBID is seeking proposals from consulting firms (Consultant) knowledgeable in California BID laws, Proposition 218, special and general benefit analysis, best practices, and policies and experience in renewing California BIDs. The selected firm will work with the TTBID to administer the entire renewal process and successfully renew the BID.

Proposals should demonstrate Consultant’s experience in all aspects of the BID renewal process, including database and map creation as well as development of the Management District Plan, Proposition 218 compliance, legal document preparation, and the hearing process for a BID. Proposals should also demonstrate Consultant’s experience in all aspects of strategic planning for non-profit organizations, ideally specific to BIDs.

The following items should be included in the Proposal:

Transmittal Letter

- Addressed to Diana Galbraith, TTBID Executive Director, 490 43rd Street in Oakland, CA 94609.
- Signed by an individual with the authority to enter into a Contract if the Proposal is selected.

Project Team

- Provide a listing of personnel assigned to work on this Project including the project manager. Identify other members of the team and indicate the expertise and area of responsibility of each
individual in the following areas: legal expertise and knowledge of Proposition 218 and relevant case laws; mapping and database management including interactive mapping capabilities; legal expertise in drafting a Management District Plan in order to comply with current BID laws.

● The Project may be accomplished through a partnership between firms. If so, please identify each company and their personnel (include the qualifications and expertise of the proposed firms and/or individuals).

Describe your conceptual approach and plan to accomplish the Project including (but not limited to):

Phase 1: Strategic Planning

● Refresh the TTBID’s Strategic Plan, incorporating today’s market realities and dynamics and looking ahead to the next ten year investment cycle.
● Create consensus and alignment for the TTBID’s mission among diverse stakeholders.
● Engage BID ratepayers, business and civic leaders, and other TTBID stakeholders to refresh the Strategic Plan.
● In concert with the TTBID’s Board of Directors, develop recommendations to guide the TTBID’s evolution and value proposition for the next ten years.

Phase 2: The Renewal Process

● Secure input and support from key property owners.
● Develop a project strategy and timetable that complies with the law and assessment deadlines.
● Create and guide a project steering committee.
● Create a property database and be able to generate customized reports.
● Create and modify an interactive BID boundary map.
● Examine potential modifications and boundary and assessment rate increases.
● Identify and quantify the particular benefits for properties versus general benefits, including preparing and analyzing intercept surveys.
● Draft a Management District Plan and Engineer’s Report which comply with BID laws, Proposition 218, and relevant case law.
● Work with the City Attorney and other agencies to make the district as legally defensible as possible.
● Prepare legal documents necessary to form the BID, including the petition, ballot, resolutions, and notice.
● Secure sufficient property owner support during the petition processes.
● Secure support from city staff and officials and manage the City Council hearing process.
● Secure supportive ballots from key property owners.

Phase 3: Budget

● Provide a Project Budget with a breakdown of costs if needed.
● Outline any additional items and/or expenses necessary for Project, the responsible party, and whether the item falls within the Consultant’s contract for service (such as printing and reproduction costs, postage and mailing, travel, city fees, and presentation graphics).
● Please include Consultant’s best estimate of cost for items that will not fall within the Consultant’s contract for service.

Phase 4: Past Experience

● Provide a description of your organization’s experience in BID renewal, including:
  ○ (1) Project name and client.
  ○ (2) A brief description of the project scope.
  ○ (3) The outcome of the project.
  ○ (4) Whether the project was the formation of a new BID or a BID renewal.
  ○ (5) Client contact information.
Please provide a minimum of five (5) samples California BID projects which will also be considered as references.

Please see Exhibit A below for Submission requirements.
EXHIBIT A
BID RENEWAL SERVICES - RFP
INSTRUCTIONS TO BIDDERS

Submittal of Proposals
THREE copies of all bids should be mailed in a sealed envelope marked “BID Renewal Services” POSTMARKED BY JUNE 30TH, 2023 to:

Diana Galbraith
Executive Director
Temescal Telegraph Business Improvement District
490 43rd Street
Oakland, CA 94609

Submittal of Pre-Bid Questions
All questions with respect to this RFP shall be emailed to Diana Galbraith at diana@temescaldistrict.org by Friday, June 23rd, 2023.

The final list of questions and answers shall be posted after the close of the question period.

No questions regarding this RFP will be answered over the phone. Failure to abide by this requirement may subject proposers to disqualification from the selection process.

Selected finalists will be invited for a presentation on Wednesday, July 5th at 11am at 490 43rd Street, Oakland, CA 94609 (both zoom and in-person presentations are acceptable).

The presentation will be given to a panel comprised of members of the Temescal Telegraph Business Improvement District Association.

Insurance
The successful Contractor must provide a Certification of Insurance in accordance with the RFP (see attached Exhibit C)

Award of Contract
The anticipated award date of the contract will be Friday, July 8th, 2023 that provides for the commencement of services on Monday, July 11th, 2023. The term of the contract will be one year. The rates established in the contract are to be maintained for the entire term of the contract.
EXHIBIT C

Schedule Q

INSURANCE REQUIREMENTS

(Revised 08/01/11)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

i. Commercial General Liability insurance, shall cover bodily injury, property damage and personal injury liability arising from premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

A. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents and employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents and employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement).

B. Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

ii. Automobile Liability Insurance. Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

iii. Worker's Compensation insurance as required by the laws of the State of California. Statutory coverage may include Employers Liability coverage with limits not less than $1,000,000 each accident, $1,000,000 policy limit bodily injury by disease, $1,000,000 each employee bodily injury by disease.
The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

iv. **Professional Liability/Errors and Omissions insurance** appropriate to the contractor’s profession with limits not less than $2,000,000 each claim and $2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
   a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
   b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
   c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

b. **Terms Conditions and Endorsements**

The aforementioned insurance shall be endorsed and have all the following conditions:

i. **Insured Status (Additional Insured):** Contractor shall provide insured status using ISO endorsement CG 20 10 or its equivalent naming the City of Oakland, its Councilmembers, directors, officers, agents and employees and volunteers as insured’s in the Comprehensive Commercial General Liability policy. If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on a CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and

ii. **Cancellation Notice:** 30-day prior written notice of termination or material change in coverage and 10-day prior written notice of cancellation for non-payment;

iii. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors.
iv. Certificate holder is to be the same person and address as indicated in the “Notices” section of this Agreement; and

v. Insurer shall carry insurance from admitted companies with a Best Rating of A VII or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor’s insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insured’s under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor’s General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such
deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors and employees for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

J. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.