



City of Coronado, California

Request for Proposal (RFP) Coronado Tourism Improvement District Administrative Services

NOTICE IS HEREBY GIVEN that the City of Coronado is soliciting Proposals (RFP's) from well-qualified organizations and firms to serve as the administrator of the newly-created Coronado Tourism Improvement District.

Vendors have the option of sending their proposal via standard mail or personal delivery. Vendors are solely responsible for ensuring their proposals are received by the City by the submittal deadline. Proposals must be received by no later than **2:00 p.m., Pacific Standard Time, Friday, May 7, 2010**, at the following address:

City of Coronado
Administrative Services Department
Attn: Jerome Torres, Sr. Management Analyst
1825 Strand Way
Coronado, CA 92118

One (1) original, four (4) copies and one (1) electronic copy on CD of the proposal must be submitted. The original copy must be signed by a representative authorized to bind the company. Proposals submitted by facsimile or email are not acceptable and will not be considered. Proposals are to be submitted in sealed packages with the name of the vendor and RFP title clearly marked on the outside of the package.

Failure to comply with the requirements set forth in this RFP may result in disqualification. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered. Submitted proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. Proposals cannot be changed or withdrawn after the submittal deadline. No handwritten notations or corrections will be allowed.

The City reserves the right to reject all proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the vendor who, in the City's sole discretion, is best able to perform the required services in a manner most beneficial to the City of Coronado.

INQUIRIES:

Direct questions for clarification of this RFP, in writing, to Jerome Torres via email: jtorres@coronado.ca.us, or via fax: (619) 522-7846.

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I. BACKGROUND INFORMATION

On June 2, 2009, the City Council approved the creation of an Ad Hoc Advisory Committee to study and report on the feasibility of creating a Business Improvement District (BID), or other funding mechanism, to finance the promotion of Coronado small businesses and tourism.

On January 19, 2010, the *"Report to the City Council on a Possible Business Improvement or Tourism Improvement District in the City of Coronado"* was presented. The Report recommended that the City proceed with a tourism marketing program and included two preferred options for the funding of the program.

In response, the City Council approved going forward with the development of a one-half (0.5%) percent assessment on the gross room revenues from those hotels with 90 rooms or more. The TID revenues would be used to fund participation in the San Diego Convention Visitors Bureau (CONVIS) promotion programs and fund the development of new destination marketing efforts benefiting tourist-serving local businesses.

The City of Coronado is seeking proposals from qualified and reputable organizations and firms to serve as the administrator of the newly-created Coronado Tourism Improvement District (CTID).

City Council approval of the professional services agreement with the preferred vendor is contingent upon the adoption of the Enabling Ordinance establishing the CTID, which is scheduled for June 15, 2010.

II. CTID MARKETING & PROMOTION PROGRAMS

The CTID is being established pursuant to the Parking and Business Improvement District Law of 1989. This requires the annual reauthorization of the CTID by the City Council upon receipt of an Annual Report by the Advisory Board.

The projected baseline budget for the initial year of the CTID is \$500,000. Assuming the CTID is reauthorized by the City Council for subsequent years, the baseline budget should increase.

The marketing and promotion programs to be funded by the CTID include the following components:

San Diego Convention Visitors Bureau (ConVis)

Fifty (50%) percent of the annual CTID budget, or \$250,000, *whichever is greater*, will be used for the development of a strategic marketing plan by ConVis for the member hotels of the CTID to increase room occupancies.

Marketing and Promotion

Excluding costs for administration, the remaining CTID funds will be allocated to various destination marketing programs. Marketing efforts will be designed to promote Coronado as a tourist/visitor destination. The marketing efforts may include, but are not limited to, the following:

- Branding of Coronado Business Districts
- Print, radio, web, TV or other marketing and promotion
- Underwriting special events that are tourism-related
- Hiring of a local PR Firm
- Funding a Pedestrian Way-Finding System
- Marketing campaigns targeting SD downtown residents and/or cruise ship patrons
- Marketing campaigns emphasizing alternate modes of transportation to Coronado
- Downtown shuttle service
- Provide grant funds to community organizations that promote Coronado tourism and business community

III. SCOPE OF WORK

The range of services to be provided by the contracted vendor will include the following:

1. Implementing and coordinating the marketing and promotion programs as outlined in Section II.
2. Providing overall administration of the CTID including, but not limited to:
 - a. Developing RFPs for contracting of services by third parties.
 - b. Preparing and submitting contracts with third parties to City staff for review and approval and subsequent approval by the City Council.
 - c. Administering and evaluating the contract with CONVIS and other third parties.
 - d. Administering the CTID budget (including related financial records, purchase orders, invoices, etc.).
 - e. Serving as custodian of all recordings and records.
3. Providing staff support to the Advisory Board which includes, but is not limited to: preparing meeting agendas & minutes, preparing progress, budget and accounts payable reports, etc.

4. Preparing and submitting Annual Reports to the CTID Advisory Board for review & approval and subsequent approval by the City Council.
5. Establishing and maintaining an effective working relationship with City staff, Advisory Board members, Coronado Chamber of Commerce, Coronado MainStreet, Ltd., and Coronado Historical Association/Visitors Center, and local business leaders.
6. Other duties & responsibilities assigned by the Advisory Board in conformance with the Annual Service Plan.

IV. CITY OVERSIGHT

The preferred vendor will enter into a contract with the City of Coronado. The City will monitor and evaluate the activities of the CTID administrator during the term of the contract. This may include, but not be limited to, attending CTID Advisory Board meetings, reviewing CTID reports and records, and conducting periodic “agreed upon procedure reviews” of financial records.

V. CTID ADVISORY BOARD

The City of Coronado has established an Advisory Board to provide general support and direction of the entity hired by the City to serve as the CTID administrator in the implementation of the marketing and promotion programs outlined in this RFP. The Advisory Board is composed of nine (9) members duly appointed by the City Council. The composition of the Advisory Board will consist of the following:

- The designated representative of the owners of the four assessed hotels: Hotel del Coronado, Glorietta Bay Inn, Loews Coronado Bay Resort and Marriott’s Coronado Island Resort.
- The designated board representative from the Coronado Chamber of Commerce, Coronado MainStreet, Ltd., and Coronado Historical Association/Visitors Center.
- Two at-large members, appointed by the City Council.

VI. CONTENTS OF PROPOSAL

Transmittal Letter: This letter will summarize (in a brief and concise manner) the understanding of the scope of work by the organization or firm. The transmittal letter must be signed by an officer of the organization or firm authorized to do so. Also include contact information for: (1) the person

responsible for answering questions regarding the proposal, (2) the person responsible for contract negotiation, and (3) the signer.

Company Information: This section provides each vendor with the opportunity to demonstrate how its corporate history, philosophy and related experience differentiate it from other vendors. Any additional information relating to implementing the scope of work, which the organization or firm considers pertinent, may be included in a brief and concise manner. The use of graphics to supplement and/or summarize written statements is encouraged.

Additionally, each vendor should discuss its experience with regard to the following:

- 1) Administration of an operating account on behalf of a client.
- 2) Compliance with the Ralph M. Brown Act (Government Code §54950, et seq.) and the California Public Records Act (Government Code §6250, et seq.).

Contract Performance: If your organization or firm has had a contract terminated during the past five (5) years, all such incidents must be described. Submit full details of all terminations experienced by your firm during the last five years including the terminating party's name, address, and telephone number. Present your firm's position on the matter. If no such terminations for default have been experienced by your firm in the past five years, you must warrant such. Please indicate whether your firm is involved in any pending litigation that may affect its ability to provide its proposed services.

Key Personnel: This section must provide identification of all key personnel who will be working on this proposed contract. It will also explain what involvement each person will have in the performance of the contract. Please distinguish if the key personnel are employees of the firm or retained sub-consultants. Please provide brief resume of key personnel. Include person's name, title, phone number, and email address.

Professional References: Provide contact information for three (3) references (3) including the company or municipality name, contact person's name, title, address, telephone number, and email address.

If the reference is a past client, include duration of contract, scope of work and value of contract.

Financial Information: In a separate envelope, marked "Proprietary-Confidential," please provide an Audited or Reviewed Financial Statements (i.e., income statement and balance sheet) for previous two (2) years. Include a current credit statement from a recognized credit reporting bureau. Provide any other financial information pertinent to the Proposal that attests to proof of

financial stability. This information will not be considered a public document.

Project Fee: Provide an estimate of the fee with a ***not-to-exceed amount*** for contract services to be provided ***for a 12-month period***. This amount should reflect a breakdown by staff with hourly rates and time spent per activity. Term of contract will be for one year, with annual extensions subject to approval by the City.

VII. SCHEDULE FOR SELECTION AND AWARD

The following schedule is anticipated with regard to this RFP:

1. Release of RFP..... April 21, 2010
2. Proposal Due Date..... May 7, 2010
3. Evaluation of RFP Submittals..... May 10-21, 2010
4. Notice of Selection..... June 1, 2010
5. Approval of Contract Award by City Council... June 15, 2010
6. Contract Commences..... July 1, 2010

VIII. EVALUATION PROCESS

- A. **Evaluation Committee.** An Evaluation Committee will be established, composed of Advisory Board members and City staff, as deemed appropriate. The Committee will evaluate all proposals received in accordance with the Scope of Work set forth in Section II.
- B. **Selection Committee Recommendation.** The Evaluation Committee, based upon the number of proposals received, may select a short list of best qualified vendors for this service. The Evaluation Committee may interview the representatives on the short list and require a presentation. However, the City reserves the right to make its selection based solely upon the evaluation of the written proposals and reference checks.
- C. **Proposal Evaluation.** The Evaluation Committee will evaluate all proposals received in accordance with the Evaluation Criteria set forth on the following page. The City of Coronado shall not be obligated to accept the lowest priced proposal, but will make an award based on the best interests of the City after all factors have been evaluated.

Evaluation Criteria	%
Quality of Proposal: Degree of completeness in vendor's response and ability to meet the City's specific requirements set forth in the RFP.	30
Qualifications & Experience: Vendor's demonstrated competence & experience with Business Improvement Districts; vendor's experience with public agencies; and related experience and qualifications of assigned staff.	40
Fees	20
References	10
TOTAL	100%

E. Selected Vendor.

1. An Agreement with the selected vendor will be negotiated by the Director of Administrative Services. **The City shall require the vendor to bind itself to the City's Agreement for Professional Services.** A copy of the City's agreement template is attached. Please carefully review the template with regard to insurance requirements, conflict of interest, etc.
2. Selection of a vendor's proposal does not mean that all aspects of the proposal are acceptable to the City of Coronado. The City retains the right to modify the terms and conditions in the proposal or reject terms and conditions proposed by the selected vendor prior to the execution of an Agreement with the City, which the City, in its sole discretion, deems necessary to ensure a satisfactory procurement. The City may, by written notice stating the extent and effective date, cancel and/or terminate any order resulting from this RFP for cause in whole or in part, at any time.
3. The final Agreement will incorporate the RFP, the selected vendor's proposal and all modifications and clarifications that are submitted at the request of the City of Coronado during the evaluation and negotiation process. The RFP, including all attachments and addenda, and all promises, warranties, commitments and representations in the successful Proposal of the selected vendor shall be binding.
4. No cost chargeable to the proposed Agreement may be incurred before the selected vendor has received a fully executed Agreement.

5. The selection of the successful vendor and the negotiated Agreement will be presented for approval to the Coronado City Council at a regular City Council meeting.

IX. SPECIAL CONDITIONS

- A. **Reservations.** This RFP does not commit the City of Coronado to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. No payment of any kind will be provided to the vendor responding to this RFP, or parties they represent, for obtaining any of the information solicited.
- B. **Public Records.** All proposals submitted in response to this RFP become the property of the City of Coronado. Information in the proposal, unless specified as trade protected, may be subject to public review. Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. Proprietary information submitted in response to this RFP will be handled in accordance with the California Public Records Act.
- C. **Right to Cancel and Amend.** The City of Coronado reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the City of Coronado cancels or revises the RFP, all vendors will be notified in writing.
- D. **Additional Information.** The City of Coronado reserves the right to request additional information and/or clarification from any or all vendors.
- E. **Conflict of Interest.** The vendor covenants that the company, its officers, employees and/or agents presently have no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services requested herein by the City of Coronado.

Vendor further covenants that, in the performance of any contract or agreement resulting from this RFP, no subcontractor or person having such an interest shall be employed. Vendor certifies that to the best of vendor's knowledge, no one who has or will have any financial interest under any contract or agreement resulting from this RFP is an officer or employee of the City of Coronado.

- F. Public Information.** Vendors who respond to this RFP who wish to release information to the public regarding selection, contract award or data provided by the City of Coronado must receive prior written approval from the City before disclosing such information to the public.
- G. Independent Contractor.** It is expressly agreed by vendor that in the performance of the services solicited by this RFP, vendor and any of its officers, employees and/or agents or shall at times be considered independent contractors and not agents of the City of Coronado.
- H. Non-Assignment.** If a contract is awarded, the selected vendor shall neither assign, nor delegate, in part or in whole, any duties without the prior written consent of the City of Coronado which shall not be unreasonably withheld.
- I. Collusion.** Each vendor certifies that the company, its officers, employees and/or agents are not a party to any collusive action, fraud, or any action that may be in violation of the Sherman Antitrust Act. The vendor certifies that the company, its officers, employees and/or agents have not offered or received any kickbacks or inducements from any other bidding vendor, supplier, manufacturer, or subcontractor in connection with the proposal and that the company, its officers, employees and/or agents have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. Any or all bids shall be rejected if there is any reason to believe collusion exists among the bidding vendors. More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidding vendor has interest in more than one proposal for the work being proposed may result in rejection of all bids in which the bidding vendor is believed to have interest.
- J. Debarment.** By submitting a proposal, the vendor certifies that the company is not currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California and that it is not an agent of a person or entity that is currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California.
- K. Insurance Requirements.** A Certificate of Insurance and Policy Endorsement will be required from the successful vendor naming the City as an "additional insured" to its general and automobile liability policies of coverage. The cost of such insurance shall be paid by the selected

vendor. The vendor's insurance shall be primary insurance as respects the City of Coronado. Insurance coverage shall meet or exceed the following unless otherwise approved by the City:

1. Comprehensive or Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: \$1,000,000, or statutory minimum, whichever is greater.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Errors or Omissions or Professional Liability: \$1,000,000 per occurrence and as an annual aggregate.
6. Fidelity bond (including crimes coverage) with limits in an amount of not less than \$100,000 covering against loss of money, securities, or other property.

- L. Right to Audit.** The selected vendor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The selected vendor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract or service agreement and the subsequent three-year period for examination, transcription, and audit by the City or its designees.