

SAN DIEGO CONVENTION CENTER CORPORATION

REQUEST FOR PROPOSALS FOR AMERICANS WITH DISABILITIES ACT INSPECTION RFP # 24-1030

Issue Date:	September 18, 2023
Pre-Bid Site Walk <u>(Optional)</u> :	September 26, 2023, at 10:00 a.m. local time
Pre-Bid Question Deadline:	October 3, 2023, at 5:00 p.m. local time
Corporation Responses to Pre-Bid Questions:	October 10, 2023, at 5:00 p.m. local time
Bid Deadline:	October 17, 2023, at 5:00 p.m. local time San Diego Convention Center Corporation Procurement Department Send bids to: robin.wied@visitsandiego.com
Procurement Contact:	Robin Wied Procurement Analyst E-Mail: robin.wied@visitsandiego.com Phone: (619) 577-3099

Description: The San Diego Convention Center Corporation, Inc. ("Corporation") is seeking proposals from qualified companies ("Consultant") to provide an inspection of the facility's infrastructure, processes, and documents as it relates to disabled persons rights and applicable laws that include the Americans with Disabilities Act of 1990 (ADA) at the San Diego Convention Center ("Center"). For full details of the scope of services, see Section 2 – Scope of Services.

Exhibits incorporated in this RFP:

- Exhibit A – Sample Contract

Drawings and illustrations of the Center shall be provided upon request by e-mailing Robin Wied at: robin.wied@visitsandiego.com. Any addendum or exhibit that is issued for this RFP can be found at: [RFP-24-1030-Americans-with-Disabilities-Act-Inspection](#)

Written questions regarding the substance of the RFP must be submitted via e-mail to the procurement contact listed above no later than the Pre-Bid Question Deadline indicated above. E-mailed Bids are due prior to the Bid Deadline indicated above and must be delivered to robin.wied@visitsandiego.com. Late bids will not be accepted – NO EXCEPTIONS.

PROCUREMENT REQUIREMENTS

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Section 1 – Instructions & General Conditions

1. **COMMUNICATIONS:** All communications, any modifications, clarifications, amendments, questions, responses, or any other matters related to the Request for Proposal (RFP) must be made only through the Procurement Contact noted on the cover of this RFP, or their designee. A violation of this provision is cause for the Corporation to reject a company's bid. No contact regarding this document with other Corporation employees is permitted and may be grounds for disqualification.
2. **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and for completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the Corporation. If a Bidder finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Procurement Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. All questions must be submitted in writing to the Procurement Contact before the Pre-Bid Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.
3. **PRE-BID MEETING:** Attendance at the pre-bid site walk is optional. If you are interested in attending, e-mail robin.wied@visitsandiego.com to confirm attendance and obtain directions for the meeting location.
4. **RFP MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Bid Deadline at the discretion of the Corporation. It is the Bidder's responsibility to periodically check the Corporation's website at <https://visitsandiego.com/work-with-us/vendors/current-opportunities> until the posted Bid Deadline to obtain any issued addenda.
5. **BID SUBMISSION:** Submit offer on the Bid Form provided. Bidders are required to complete the entire Bid Form and supplements (if applicable).
 - a. Bids must be submitted to the Procurement Department, San Diego Convention Center Corporation, by e-mail to robin.wied@visitsandiego.com, before the date and time indicated as the deadline. It is each Bidder's sole responsibility to ensure the Procurement Department receives the bid prior to the Bid Deadline.
 - b. Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposal (RFP) and that the Bidder understands and agrees to abide by each, and all of the stipulations and requirements contained therein.
 - c. All costs incurred in the preparation and presentation of the bid is the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the Corporation.
 - d. Bids must be held firm for a minimum of 60 days.
6. **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Scope of Services in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's bid, the Corporation will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
7. **DUPLICATE BIDS:** No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies, and franchises will be considered by the Corporation. In the event multiple bids are

submitted in violation of this provision, the Corporation will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

8. **REJECTION:** The Corporation reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the Director, Procurement and Contracts that the best interest of the Corporation will be served by doing so. A Bidder's failure to provide any additional information requested by the Corporation prior to a Consultant selection may result in rejection of the bid. The Corporation may reject any bid from any person, firm, or corporation in arrears or in default to the Corporation on any contract, debt, or other obligation, or if the Bidder is debarred by the Corporation from consideration for a contract award.
9. The Corporation reserves the right to reject all nonconforming, nonresponsive, unbalanced, or conditional Bids. Discrepancies in the multiplication of unit prices and unit prices themselves will be resolved in favor of unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
10. **PROCUREMENT POLICY:** Procurement for the Corporation will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Corporation.
11. **NON-DISCRIMINATION:** Corporation will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state, and local laws and policies that prohibit discrimination in employment contracts. The Bidder must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
12. **BIDDER EVALUATION:** The Bid will be awarded to the most responsive, responsible Bidder meeting specifications with the highest evaluation score based upon the following criteria:
 - A. Price – 30%
 - B. Proposed Project Schedule & Methodology – 25%
 - C. Company Resume and Proposed Personnel – 10%
 - D. Sample Work Product – 10%
 - E. Comparable Projects – 20%
 - F. Terms and Conditions and Proposal Completion – 5%
13. **CONTRACT AWARD:** The Corporation reserves the right to award by item, group of items, or total bid. The Bidder to whom the award is made will be notified at the earliest possible date. After a final award of the Contract by the Corporation, the Consultant must execute and perform said Contract. If, for any reason, a contract is not executed with the selected Bidder within fourteen (14) days after receipt of Contract, then the Corporation may recommend the award to the next qualified Bidder.
14. **DISQUALIFICATION OF BIDDERS:** Any one or more of the following causes may be considered for the disqualification of a Bidder as non-responsible and the rejection of the Bid:
 - a. Evidence of collusion among Bidders;
 - b. Lack of competency as revealed by either financial, experience, or safety statements;
 - c. Lack of responsibility as shown by past work;
 - d. Uncompleted work under other contracts which in the judgment of the Corporation, might hinder or prevent the prompt completion of additional work if needed.
15. **DISCUSSIONS:** Discussions may be conducted with responsible Bidders, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Bidders who submit bids determined to be reasonably susceptible of being elected for award, but

bids may be accepted without such discussions.

16. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of bids. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Bidder shall reduce any substantial oral clarification of a bid in writing.
17. **SUBCONTRACTORS:** The successful Bidder must identify all subcontractor(s) regardless of the dollar amount or percentage and the services they will provide. The successful Bidder is responsible for all payments and liabilities of all subcontractor(s). Corporation reserves the right to approve or reject any proposed subcontractor. If the Corporation rejects any proposed subcontractor, the successful Bidder shall be responsible to assume the proposed subcontractor's responsibilities. The successful Bidder may propose another subcontractor if it does not jeopardize the effectiveness or efficiency of the contract.
18. Nothing contained in the RFP or in the contract shall create or be construed as creating any contractual relationship between subcontractor and the Corporation. The Contract will not be assignable to any other business entity without the Corporation's approval.
19. **INSURANCE REQUIREMENTS:** At all times during the term of the contract, the Consultant shall maintain, at their sole expense, insurance coverage for the Consultant, its employees, officers and independent contractors, as follows:

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability	
A. Each Accident	\$1,000,000.00
B. Each Employee-disease	\$1,000,000.00
C. Policy Aggregate-disease	\$1,000,000.00
3. Commercial General Liability	
A. Per Occurrence	\$1,000,000.00
4. Business Auto Liability	\$1,000,000.00
5. Professional Liability	\$1,000,000.00

San Diego Convention Center Corporation, Inc., City of San Diego, San Diego Unified Port District, and the members, officers, directors, agents and employees of each of these three entities shall be named as additional insured.

20. **DISCLOSURE OF CONTENTS:** All information provided in the bid shall be held in confidence and shall not be revealed or discussed with competitors or the general public, until after award of the contract except as provided by law or court decision.
21. Bidders must make no other distribution of the bids other than authorized by this RFP. A Bidder who shares cost information contained in its bid with other Corporation personnel or competing Bidder's personnel shall be subject to disqualification.
22. **PUBLIC DISCLOSURE:** Bids are subject to public disclosure after the deadline for submission in accordance with applicable law.
23. **CONTRACT COMMENCEMENT:** Commencement of a contract shall not begin prior to all necessary Corporation approvals, including Corporation's Board of Directors approval where required, and subsequent execution of the Corporation's Contract. Commencement of a contract without these approvals is solely at the Bidder's own risk and is likely to result in no payment for services performed or goods received.
24. **LIVING WAGE:** Consultant shall comply with the City of San Diego Living Wage Ordinance (San Diego Municipal Code Article 2, Division 42, §§22.4201 through 22.4245).

Section 2 – Scope of Services

- 1.0 OVERVIEW:** The San Diego Convention Center Corporation (“Corporation”) is seeking proposals from qualified consultants (“Consultant”) to provide an inspection of the facility’s infrastructure, processes, and documents as it relates to disabled persons rights and applicable laws that include the Americans with Disabilities Act of 1990 (ADA). The purpose of this inspection is to document compliance with local, state, and federal laws, and note any findings as it relates to disability rights laws at the San Diego Convention Center (“Center”).

Consultant shall provide all necessary labor, supervision, equipment, materials, tools, transportation, insurance, and other incidentals to perform the below services.

- 2.0 INSPECTION FOR COMPLIANCE ON APPLICABLE DISABILITY RIGHTS LAWS:** Consultant shall provide inspection services that include but are not limited to:

- Provide a Certified Access Specialist (CASP) in good standing through the Division of State Architect that is leading all inspection services.
- A survey as needed of the property, equipment, facilities, infrastructure, documentation, wayfinding, website, processes, or other Corporation owned assets as required to complete the inspection within the full property boundaries operated by the Corporation.
 - The survey shall be completed to the below laws as applicable:
 - Americans with Disabilities Act
 - California Disabled Persons Act
 - Title 24 California Building Code (as it pertains to the current code when construction was completed)
 - Federal ADA Accessibility Guidelines (ADAAG)
 - Any other local, state, or federal law that is applicable to disability rights laws at the Center
 - Survey area shall include the following areas:
 - Full property boundaries operated by the Corporation
 - All staircases operated by the Corporation
 - Parking garage operated by Ace Parking
 - Sidewalks
 - Indoor and Outdoor Signage
 - Public Website
 - Any outdoor areas within the property boundary operated by the Corporation
 - All indoor areas within the property boundaries operated by the Corporation
 - All public or private rooms, halls, lobbies, foyer, dining facilities, restrooms, hallways, entryways, exit paths, doors, exit facilities, office areas, work areas, and maintenance access ways on every floor within the property boundary operated by the Corporation as applicable.
- A final report that summarizes and includes the below items:
 - A written report describing all findings with photo evidence embedded in the report
 - Any exemptions or grandfathered laws as it relates to the Center
 - The specific source of the regulation that governs the finding
 - Suggested time frames or time allowances to fix any findings as required by applicable laws
 - Prioritization recommendations for barrier removal
 - An attached spreadsheet noting any findings in tabular form.
 - Estimated costs for remediation

- Identify accommodations that can be provided to assist people prior to implementation of needed changes
- Recommendations by the CASp on how to remedy each finding with proper examples
- Recommendations on frequency in which the next inspection of the facility should be conducted to maintain compliance with applicable disability rights laws.

Consultant is responsible for field verifying all quantities, dimensions, conditions and variables of all existing infrastructure and equipment.

3.0 MEETINGS: Consultant shall schedule and attend meetings as needed without additional cost to Corporation.

4.0 SCHEDULE & HOURS OF WORK: Corporation maintains a high occupancy facility where work must be performed around event activity. As a result, Consultant will need to coordinate with Corporation for available working days.

Corporation working hours are 7:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday. Consultant must complete the work between December 1, 2023 and February 29, 2024, or as scheduled by Corporation.

5.0 PROJECT MANAGEMENT: Consultant shall determine the needed labor to meet Corporation's schedule and coordinate with Corporation site contact prior to any site visits.

6.0 PARKING AND STORAGE: Consultant may not store excess materials, tools, equipment, or debris at Corporation's site without prior written authorization from Corporation personnel. Any materials or equipment stored at the Center is at Consultant's own risk. Loading and unloading of materials at a designated loading dock shall be scheduled with Corporation personnel. Parking will be available on a first come first serve basis. Consultant vehicles are allowed to park without a fee during the term of the project as directed and approved by Corporation's personnel. However, availability is not always guaranteed. If parking is not available, Consultant will be subject to parking fees.

7.0 CODE COMPLIANCE AND SAFETY: While onsite, Consultant personnel must agree to adhere to Corporation Safety Program and wear applicable PPE (personal protective equipment) such as gloves, eye protection, knee pads, and follow guidance/safety practices in accordance with all applicable OSHA and manufacturer regulations and requirements. All visits to the Center must be pre-arranged and coordinated with Corporation personnel before arriving onsite. Consultant personnel are required to wear a Corporation-issued badge at all times to gain access throughout the building.

8.0 CORPORATION EQUIPMENT: Consultant shall have the right to use Corporation ladders and scissor lifts during the project, subject to availability. A waiver may be required to be signed for use of any Corporation provided equipment.

Section 3 – Bid Form

Failure to complete this form in its entirety may result in your Bid being deemed non-responsive.

BIDDER:

Legal Business Name

Other Entity Name(s) (if applicable)

Primary Contact Name

Primary Contact Position

Primary Contact Phone Number

Primary Contact E-Mail

BID:

Fill in the highlighted sections below. Price is inclusive of all labor, materials, equipment, parking and trip charges, taxes, and all overhead costs. Includes Scope of Services from Section 2 – Scope of Services, Subsections 1.0 - 8.0.

	Building Interior Inspection	Building Exterior Inspection	Parking Garage Inspection	Website Inspection	Final Written Report	TOTAL BID PRICE:
Service Fees: (Lump Sum Price)						

EXCLUSIONS AND CLARIFICATIONS:

List any exclusions and/or clarifications (use additional sheets of paper as needed): _____

PROMPT PAYMENT DISCOUNT:

The price(s) proposed herein can be discounted by _____%, if payment is made within _____ days.

Note: Unless Prompt Payment Discount is specified above, a Net 30 will be considered.

COMPANY RESUME AND PROPOSED PERSONNEL: (Attach with Bid Form)

Submit a company resume that includes:

- Statement of Experience – Briefly describe the background and capabilities of your company.
- Proposed Personnel – Provide names, titles, resumes and experience of the individual(s) who will be assigned to the project.

PROPOSED PROJECT SCHEDULE & METHODOLOGY: (Attach with Bid Form)

Submit a proposed schedule that identifies all tasks and deliverables to be performed, durations for each task, and milestones. Include a detailed summary on how your company plans to accomplish the project tasks.

SAMPLE WORK PRODUCT: (Attach with Bid Form)

Submit one (1) sample design prepared for a past customer.

COMPARABLE PROJECTS: Provide four (4) comparable projects similar in size and complexity. *(Use additional sheets of paper as needed)*

1. Project Name: _____

Project Address: _____

Name of Company: _____

Client Contact Information: _____

Contract Award Value: \$ _____

Contract Completion Value: \$ _____

If Contract Award / Completion Are Different Values, Please Explain Why: _____

Contract Completion Date: _____

Actual Completion Date: _____

Brief Description of Agreement/Contract or Services Provided: _____

2. Project Name: _____

Project Address: _____

Name of Company: _____

Client Contact Information: _____

Contract Award Value: \$ _____

Contract Completion Value: \$ _____

If Contract Award / Completion Values Are Different, Please Explain Why: _____

Contract Completion Date: _____

Actual Completion Date: _____

Brief Description of Agreement/Contract or Services Provided: _____

3. Project Name: _____

Project Address: _____

Name of Company: _____

Client Contact Information: _____

Contract Award Value: \$ _____

Contract Completion Value: \$ _____

If Contract Award / Completion Values Are Different, Please Explain Why: _____

Contract Completion Date: _____

Actual Completion Date: _____

Brief Description of Agreement/Contract or Services Provided: _____

4. Project Name: _____

Project Address: _____

Name of Company: _____

Client Contact Information: _____

Contract Award Value: \$ _____

Contract Completion Value: \$ _____

If Contract Award / Completion Values Are Different, Please Explain Why: _____

Contract Completion Date: _____

Actual Completion Date: _____

Brief Description of Agreement/Contract or Services Provided: _____

TO: CORPORATION

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of services, conditions, specifications, and addenda in the Request for Proposal.

BIDDER QUALIFICATION STATEMENT:

The following statements of experience, personnel, and general qualifications of the Bidder are submitted with the assurance that the Corporation can rely on its accuracy and truthfulness.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Instruction, Scope of Services, Bid Form, all Exhibits thereto, and all contents of this document, together with any written addenda issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addenda: _____, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Bid Form, the Bidder represents that: 1) the Bidder is in compliance with any applicable ethics provisions of the Corporation's RFP, and 2) if awarded a contract to provide the goods or services required in the RFP, the Bidder will comply with the Corporation's standards outlined in this RFP.

NON-COLLUSION:

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other person, firm, or corporation.

INSURANCES:

The undersigned further agrees that if awarded the Contract, it will submit to the Corporation any required evidence of required insurance coverage within 14 business days after acceptance of this bid.

FROM:

Respondent's Name: _____

Title: _____

Signature: _____

Business Ownership Declaration

For Statistical Purpose Only. Required by the City of San Diego.

Company Information

Name: _____

Contact Person: _____

Address: _____

Phone: _____

E-Mail: _____

Ownership Classification

*Includes Individuals, Sole Proprietorships, Partnerships, LLC's and Corporations

☐ Women owned Business (WBE – SWBE) – 51% ownership and active management

☐ Minority Owned Business (MBE – SMBE) – 51% ownership and active management

☐ Disadvantaged Business (DBE): a for-profit small business that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged as defined in Code of Federal Regulations Title 49 part 26. In the case of a corporation, 51 percent of the stock is owned by one or more such individuals; and, whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

☐ Disabled Veteran Business Enterprise (DVBE)

☐ Small Business Enterprise (SBE)

☐ Small Local Business Enterprise (SLBE)

☐ None Apply

Certifications

☐ Yes ☐ No Ownership Classification has been certified by a city, federal, state or private agency.

Certifying Agency: _____ Certification Date: _____

Certifying Agency: _____ Certification Date: _____

Ethnicity

*Required – select one.

☐ African American

☐ Asian

☐ Caucasian

☐ Hispanic

☐ Filipino

☐ Native American

☐ Pacific Islander

☐ Other: _____