



Request for Proposal

119 Michigan Land Use/ Development

Notice: 1/30/2019

Questions Due: 3/5/19 by 5:00pm

Proposals Due: 3/14/2019 by 2:00pm

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SECTION 1: NOTICE OF REQUEST FOR PROPOSALS

1.1 Notice

The City of Vista (hereafter referred to as the “City”) is currently seeking a qualified company, organization or individuals (hereafter referred to as the “Lessee”) to create and manage a creative use on a vacant City property at 119 Michigan St., and adjoining parcels, totally approximately 19,000 sq. ft. (hereafter referred to as the “Property”), to activate the site for community benefit in a way that aligns with the Downtown Specific Plan. The purpose of this Request for Proposals (RFP) is to select a Lessee that demonstrates competence and possesses the necessary qualifications to create and manage a viable use for the property. The City will consider proposals from qualified Lessees that demonstrate experience creating and managing projects similar to the project proposed.

The work to be done is described in Section 2. Copies of the RFP are available at the Vista Economic Development website (www.cityofvista.com/business/economic-development) and office (Vista Civic Center, Economic Development Department, 200 Civic Center Drive, Vista, California 92084).

1.2 Due Dates

Questions related to the RFP must be received no later than 5:00pm on Tuesday, March 5, 2019.

Responses to this RFP must be received no later than 2 p.m., Thursday, March 14, 2019. Five paper copies, and one .pdf on a disk or thumb drive, of the proposal must be mailed or delivered to the City of Vista, Attention: Kevin Ham, Economic Development Director, 200 Civic Center Drive, Vista, California 92084. The outside of the envelope should identify it as “119 Michigan Land Use/Development.” The City reserves the right to reject any and all proposals, and to waive any irregularity. **Electronic submittals will not be accepted in lieu of hardcopies.**

SECTION 2: DESCRIPTION OF 119 MICHIGAN LAND USE/DEVELOPMENT

2.1 Overview

The City currently owns a vacant Property in downtown Vista at 119 Michigan Ave, Vista, CA 92084, as well as two adjoining parcels along Vista Village Dr. As part of

the economic development efforts to revitalize Vista in accordance with the Downtown Vista Specific Plan, the City is seeking proposals for potential uses on the property for a period to be specified by the Lessee.

The vacant property consists of three parcels: 1751390200, 1751391400 and 1751391500. The total square footage of the property is approximately 19,000 sq. ft. The primary access to the property is on N. Michigan Ave, and the property has access to utilities. This property is located in historic downtown Vista, an area experiencing an increase in new businesses and development projects.

2.2 Resources

The City of Vista website contains valuable information about the downtown specific plan. Access the Downtown Specific Plan here:

<https://records.cityofvista.com/WebLink/DocView.aspx?dbid=0&id=1357569&cr=1>

There are many development projects underway in the City. To view an interactive map with current projects visit the City project web page here:

<https://gis.cityofvista.com/planningprojects/>

This property is located in an Opportunity Zone. Details about Vista's Opportunity Zone is available at VistaOpportunityZone.com.

2.3 Scope of Work

The City of Vista is seeking a qualified Lessee to serve as the creator and manager of a creative use on the property that will meet the goals set forth in the Vista Downtown Specific Plans. Potential uses include, but are not limited to: a restaurant or beverage establishment, a maker's market, a retail incubator, a boutique hotel, or an entertainment venue.

The Lessee will be expected to provide a detailed description of the proposed property use including a timeline, proposed length of lease in years, proposed rent, funding sources, architectural plans and renderings, a management plan and a statement on the benefit to the City as a creative use that will spur economic development and will align with the goals in the Downtown Specific Plan.

The City will be responsible for working with the Lessee to create a lease agreement appropriate for the proposed use.

Further consideration will be given to applicants who demonstrate new and innovative uses, the use of technology and marketing tactics to create and promote the use of the proposed property project and Downtown Vista.

2.4 Qualifications

The firm or individual responding to this RFP must provide the following:

- A. Evidence of substantial knowledge and experience in creating the proposed project type.
- B. Experience working with government entities for property projects.
- C. Experience in gathering community support.

2.5 Content and Format of Proposals

The proposals must contain the following information in order to be considered:

2.5.1 Cover Letter

A cover letter on firm letterhead must provide the name and title of the person(s) who are authorized to answer questions about this RFP. The cover letter should not exceed one (1) page in length and should summarize key elements of the proposal. The letter must include the telephone, fax number (if applicable), website, email address and physical address of the office.

2.5.2 Portfolio

Provide the name and contact information for three (3) previous clients with whom you have had similar efforts along with examples of that project, effort or activity.

2.6.3 Example schedule of content production

In order to demonstrate the applicant's qualifications, the applicant must supply an example schedule of the process that the Lessee uses to effectively deliver on property project timelines.

Further consideration will be given to applicants that include information on how to mitigate obstacles that may arrive from completing the project within the proposal timeline.

2.6 Lessee's Responsibilities

2.6.1 Lessee is an Independent Contractor

The Lessee shall act under the agreement as an independent contractor and will not be an agent or employee of the City.

2.6.2 Compliance with the Law

The Lessee agrees that performance under the Agreement shall comply with applicable laws of the federal government and State of California, as well as all applicable policies and regulations of the City.

2.6.3 Insurance Requirements

The following insurance requirements are subject to change depending on the selected Lessee and the proposed property use.

Prior to commencement of the Agreement, the Lessee must show proof of insurance. A certificate of insurance and endorsement will be required indicating compliance with the following minimum insurance requirements and the contractor shall maintain such insurance in effect during the entire term of the Agreement with the City.

- A. Workers' Compensation Insurance to cover the contractor's employees as required by the California Labor Code. Before execution of an agreement by the City, contractor shall file with the City a signed Worker's Compensation Insurance Certification. In the event that the contractor has no employees, it will be required to file a certification that the contractor has no employees. The City and its officers, employees, and agents will not be responsible for any claims in the law or equity occasioned by failure of contractor to comply with its Agreement with the City.

- B. Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and automobile liability insurance, with minimum combined liability limits of Two Million Dollars (\$2,000,000) per occurrence, and a maximum of deductible of One Thousand Dollars (\$1,000) per occurrence. Each such policy of insurance shall:
 - 1. Be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the City Risk Manager for all coverages except surety.
 - 2. Name and list as additional insureds the City, City's officers, employees, and agents. An endorsement shall accompany the insurance certificate naming such additional insureds.
 - 3. Specify it acts as primary insurance and that no insurance held or owned by the City shall be called upon to cover a loss under said policy.
 - 4. Contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon 30 days prior written notice to the

City of such cancellation or material change as evidenced by a return receipt for a registered letter.”

5. Cover the operations of the contractor pursuant to the terms of this the Agreement; and
 6. Be written on an occurrence and not on a claims made basis.
- C. Professional Liability, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- D. Special Risks or Circumstances, City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

2.6.4 Equal Employment Opportunity

The Lessee shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability. The Contractor shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age or disability.

SECTION 3: INSTRUCTIONS FOR SUBMITTING PROPOSALS

3.1 Delivery of Proposals

All Proposals shall be typewritten or printed in ink clearly and legibly in conformance with the Instruction for Submitting Proposals, in accordance with Section 1.2, and submitted in a sealed envelope plainly marked on the outside, **“Sealed Proposal for The City of Vista– Do Not Open With Regular Mail.”** The Proposal shall be signed by an authorized agent of the Lessee. Submit five (5) hard copies of your response and one (1) PDF copy on or thumb drive to the following address by the deadline below.

**CITY OF VISTA – 119 MICHIGAN LANDE USE/DEVELOPMENT
PROJECT
ATTENTION: KEVIN HAM, ECONOMIC DEVELOPMENT DIRECTOR
200 CIVIC CENTER DRIVE
VISTA, CA 92084-6275**

Any proposals received by the City of Vista, Economic Development Office after the specified hour and date will not be accepted (2 p.m., Thursday, March 14, 2019). Postmarks will not be acceptable in lieu of actual receipt prior to the prescribed hour and date.

3.2 Proposal Documents

The Proposal Documents must comply with this RFP and must respond to all requested information. The emphasis of the proposal should be on responding to the requirements set forth in this RFP.

3.3 Interpretations of the Request for Proposals

If the applicant is in doubt as to the true meaning of any part of the RFP, or finds discrepancies in or omissions from the RFP, the applicants can submit questions to Jennifer Schoeneck by email at jschoeneck@cityofvista.com. The applicants shall be responsible for the prompt delivery of questions and must comply with the specified due date.

RFP questions and responses will be posted on the City of Vista's Economic Development website located at <http://cityofvista.com/business/economic-development>. Please reference this section before submitting any questions as your question may have already been answered. It is the applicant's responsibility to stay apprised of any updates.

The City shall not be responsible for any explanation or interpretations of the RFP other than by written notice. No oral interpretations of any provision in the RFP shall be binding upon the City.

3.4 Review of Proposals

All proposals shall be reviewed and evaluated for responsiveness to the RFP in order to determine whether the applicant possesses the professional qualifications necessary for the satisfactory performance of the services required. Qualifications of all parties to who provide a response to this RFP will be investigated. The City Council will ultimately select the recipient of the contract.

In reviewing the proposals, the City will consider the following:

- The experience and past performance of the applicant, its agents, employees and subcontractors in completing projects of a similar type, size and complexity.
- The applicant's timely and accurate completion of similar projects within budget.
- The applicant's understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this RFP.
- The amount of rent to be paid.

- Evaluation criteria include, but are not limited to, the understanding of the proposed requirements as evidenced by the quality of the proposal response, relevant experience, project understanding, recent experience, and proposal costs.
- The final review may also consider additional factors not covered in this document.

3.5 Review Schedule

1/30/2019	RFP issued
3/14/2018	RFP due date; 2:00pm
3/20/2019	Notification of status to all respondents
4/4/2019	Lessee interviews (if applicable) – Vista Civic Center, 10a.m. to 4p.m. Please plan accordingly.

5. **Award of Professional Service Agreement**

Upon completion of the review period, applicants whose proposals will be considered for further evaluation will be notified. All applicants so notified may be required to make presentations and must negotiate in good faith.

The City reserves the right to reject any or all proposals, and to waive any irregularities. The award of the Agreement, if made by the City, will be based upon a total review and analysis of each proposal and projected costs.

Once a Lessee has been selected, the Lessee and the City will negotiate an Agreement. The City shall not be contractually obligated to any applicant until duly authorized representatives of both the Lessee and the City sign duly approve and fully execute an agreement. The Agreement shall obligate the Lessee to defend, indemnify and hold the City of Vista, its officials, and employees harmless from and against any claims for damages arising from the work performed by the Lessee.