REDWOOD CITY IMPROVEMENT ASSOCIATION

REQUEST FOR PROPOSALS (RFP)

Association Management Services

RFP Issuance Date:
November 16, 2026

Proposal Submission Deadline:
December 11, 2026, by 5:00 PM PST

Contract Commencement Date:
As Early as February 1, 2027, but No Later than March 1, 2027

Redwood City Improvement Association
203 Redwood Shores Parkway, Suite 150
Redwood City, CA 94065

https://visitrwc.org/

1. INTRODUCTION AND BACKGROUND

The Redwood City Improvement Association (RCIA) is a non-profit public benefit organization formed to administer the Downtown Redwood City Community Benefit Improvement District (CBID). The District was approved by a vote of property owners and formally authorized by the Redwood City City Council in 2014. Operating under a contract with the City of Redwood City, RCIA administers assessment funds to deliver special benefit programs and services over and above standard municipal operations.

The CBID boundary encompasses commercial, residential, and tax-exempt property parcels within two distinct benefit zones in Downtown Redwood City. RCIA operates as a property-based assessment district driven by the core mission of fostering a clean, safe, vibrant, and economically resilient downtown core through physical maintenance, placemaking, business advocacy, public safety initiatives, parking management, and marketing.

2. RFP PURPOSE

Now in existence for a dozen years, and operating as a well-established and integrated community partner, the RCIA is entering its next operational chapter and is undertaking efforts to prepare for a possible CBID renewal in 2029. As such, the RCIA Board of Directors is seeking proposals from qualified consultants, executive directors, district managers, or professional management firms to provide comprehensive organizational, administrative, operational and strategic management services.

The selected Contractor will be responsible for overseeing day-to-day Association operations, guiding board governance, managing multi-vendor service delivery, executing marketing and economic development strategies, maintaining fiscal compliance, and building strong collaborative relationships with property owners, business operators, city officials and community stakeholders. The scope below anticipates between 1,200 – 1,400 hours per year.

The contract term is anticipated to commence as early as February 1, 2027, but no later than March 1, 2027.

During the contract period, it is expected that the RCIA will begin the process of evaluating the potential and ultimately prepare for a CBID renewal process. The selected Contractor will have peripheral connections with those activities – as they relate to the day-to-day ongoing RCIA operations – but this RFP does not contemplate the Contractor being responsible for that renewal process. The RCIA Board will undertake a separate process at a later date to select any contractor(s) to assist with any CBID renewal activities.

3. SCOPE OF SERVICES

The Contractor will be expected to deliver a full suite of management services structured across the following operational domains:

A. Organizational and Administrative Management

1. Maintain day-to-day administrative operations of the Association, including maintaining an operational office and handling public inquiries.
2. Establish and preserve official corporate records, archives, contracts, policies, and documentation consistent with legal and public transparency requirements.
3. Serve as the primary point of contact for property owners, business owners, residents and city representatives.

4. Manage corporate risk, including securing and maintaining appropriate insurance policies (General Liability, Directors & Officers, Errors & Omissions).

B. Board and Committee Support

1. Plan, coordinate (including securing meeting locations) and attend all meetings (in-person) of the Board of Directors, standing committees and any appointed ad-hoc committees or task forces.
2. Prepare and distribute complete meeting packets, agendas, resolutions and reports in advance of all scheduled meetings.
3. Ensure compliance with the Ralph M. Brown Act and the City of Redwood City's open meeting provisions (within the existing Management and Disbursement Agreement), including proper public notice postings and accurate minute-taking.
4. Manage annual Board elections, officer elections, Board roster maintenance, and attendance tracking consistent with Association bylaws and policies.

C. Financial Management and Reporting

1. Administer all fiscal operations, accounts payable, accounts receivable, and assessment collection tracking in coordination with the City of Redwood City and consistent with RCIA policies and procedures.
2. Prepare, in consultation with the Board and appropriate committees, annual operating budgets, monitor committee line items, track revenue disbursements, and maintain balanced and accurate financial records.
3. Prepare monthly, quarterly, and annual financial statements and balance sheets for Board review, along with regular bank reconciliations and cash-flow updates.
4. Coordinate, with appropriate professional service providers, annual financial audits and tax filings.

D. Program and Service Delivery

1. Direct and inspect public services, including sidewalk sweeping, pressure washing, trash removal, graffiti abatement and vegetation maintenance.
2. Oversee security, hospitality and safety ambassador activities, conducting regular field walks and monitoring public issues.
3. Coordinate physical improvements, outdoor public space amenities, seasonal landscaping and pet waste stations.
4. Manage specialized Association parking initiatives and mitigation strategies.
5. Provide monthly project tracking reports detailing initiative budget(s), schedule(s) status, action plans, responsible parties, and any City-related delays or required decisions.

E. Marketing, Communications and Public Relations

1. Oversee development and execution of multi-channel marketing campaigns to promote Downtown Redwood City as a regional destination for dining, retail, entertainment, and commercial and residential investment.
2. Manage digital channels, including the official website (www.visitrwc.org), social media platforms and electronic newsletters.

3. Oversee Association branding, wayfinding signage, holiday decorations, public art installations, and banner programs.
4. Partner on and contribute to community events and activation of major public spaces such as Courthouse Square with civic partners.

F. Stakeholder Engagement and Government Relations

1. Act as the primary liaison between property owners, business owners, civic leaders, and City of Redwood City elected officials and staff.
2. Provide timely responses to constituent inquiries, operational complaints, and service requests.
3. Advocate for downtown interests regarding land use, urban zoning, municipal code updates, public transit and infrastructure developments.
4. Educate stakeholders on assessment benefits, Proposition 218 compliance, and CBID program performance.

G. Strategic Planning and Organizational Development

1. Guide the Board of Directors through annual goal setting, multi-year strategic planning and performance metrics evaluations.

H. Staff, Contractor and Vendor Management

1. Procure, negotiate, manage and evaluate third-party service providers (e.g., maintenance vendors, security providers, landscapers, web developers, auditors).
2. Directly recruit, employ, train, and supervise all internal administrative, management, or field service providers necessary to execute contract obligations.
3. Establish and manage key performance indicators (KPIs) and service level agreements (SLAs) for all vendor contracts and perform regular quality control audits.

I. Transition and Start-Up

1. Execute a seamless operational transition no later than March 1, 2027, ensuring zero disruption to street-level cleaning, safety or administrative services.
2. Onboard existing vendor relationships, audit inventory/equipment, and transfer access to corporate accounts, files, digital assets and financial tools.
3. Host introductory briefings with key municipal partners, Board officers, and property owner groups within the first 30 days of the contract term.

4. QUALIFICATIONS AND EXPERIENCE

Proposers must demonstrate the following **MINIMUM** qualifications:

A. **Project Management:** Demonstrated record of managing large, inter-connected projects with multiple stakeholders and very visible results.

B. **Supporting Boards and Committees:** Demonstrated ability to expertly and successfully support a governing board and associated committees (public, private and/or non-profit) through all phases of its/their work, including meeting preparation and execution, strategic planning, and oversight, along with fostering effective and professional working relationships to advance Board priorities.

C. **Relationship Building:** Proven ability to effectively engage stakeholders, including businesses, property owners, civic leaders, elected officials and/or City staff.

D. **Fiscal Management:** Proficiency in non-profit fund accounting, budget preparation, assessment tracking and annual audit coordination.

E. **Contract/Vendor Management:** Experience in developing, executing, negotiating and managing vendor contracts and ensuring accountabilities and performance.

F. **Local Presence:** Maintain an active presence in Redwood City, either through direct officing or frequent travel to the downtown core.

G. **Business Structure:** At least three (3) years of existence of business entity (appropriate corporate structure for firms; LLC or appropriate structure for individuals/sole proprietors).

It is **PREFERRED** that proposers demonstrate the following qualifications:

A. **Local Knowledge:** Strong familiarity with the civic, economic, and land-use landscape of Redwood City and San Mateo County and/or the Bay Area.

B. **Assessment District Experience:** Demonstrated record of managing Community Benefit Improvement Districts (CBIDs), Property and Business Improvement Districts (PBIDs), Downtown Improvement Districts (DIDs) or similar organizations.

C. **Legal and Regulatory Knowledge:** Understanding of California assessment district law, Proposition 218 special benefit principles, and the Ralph M. Brown Act.

D. **Operations and Right-of-Way Oversight:** Hands-on experience supervising urban streetscape operations, physical maintenance crews, public safety programs and vendor SLAs.

E. **District Marketing & Business Attraction:** Experience in commercial district branding, destination marketing, website management, event execution, and business promotion strategies.

5. PROPOSAL REQUIREMENTS

Proposals should be no longer than 12 pages (excluding letter and conflict of interest disclosure form) and must follow the structure below, addressing all requested information concisely and thoroughly:

A. **Cover Letter:** A formal transmittal letter signed by an authorized representative confirming the proposal's validity for 90 days, summarizing capabilities and agreeing to the RFP terms.

B. **Proposal Narrative**

1. **Firm Profile:** Overview of the company/individual entity, year established, ownership structure, headquarters location, and summary of primary practice area(s).
2. **Understanding of the Association:** A concise narrative demonstrating comprehension of RCIA's mission, downtown boundaries, special benefit structure, key challenges and strategic opportunities.
3. **Proposed Approach:** Detailed methodology for delivering management services, maintaining street-level quality control, supporting Board and committee governance, and engaging stakeholders.
4. **Staffing Plan:** Proposed staffing structure dedicated to RCIA, including key personnel resumes, organizational chart, roles, and on-site hour commitments. This plan should also detail utilization of existing and/or future vendors (maintenance, website, graphic design, bookkeeping, accounting, legal, etc.).

5. **Work Plan:** Comprehensive 12-month plan outlining major operational milestones, event timelines, committee support cycles, and reporting schedules.
6. **Management Systems:** Overview of software, accounting systems, constituent tracking software, project management platforms, and operational tools utilized.
7. **Relevant Experience:** Detailed summaries of at least three (3) related management or leadership engagements completed within the past three (3) years.
8. **Assumptions and Exceptions:** Clear listing of any operational assumptions made or requested exceptions to the scope of work or contract template.
9. **Potential Conflicts of Interest:** Disclosure, through form in Appendix F, of any existing personal, professional, or financial relationships that could present a perceived or actual conflict of interest with RCIA, the City of Redwood City and/or Association property owners.

C. **Client References:** Contact details (name, title, organization, phone, email) for three (3) professional references from comparable projects or engagements.

D. **Fee Proposal:** An itemized, all-inclusive annual management fee schedule for contract execution starting as early as February 1, 2027, but no later than March 1, 2027. State all hourly rates, administrative markups, or sub-consultant costs. Additionally:

1. Proposal should separately detail the annual and monthly management fee(s), any startup fee(s), proposed rate increases, hourly rates, renewal work, and reimbursable costs.
2. If applicable, include a list of any item that is believed to fall outside the fee, with its price (items not listed will be treated as included); and
3. Confirm that no reimbursable expenses will be billed except the pass-through costs allowed under Section 6(B)(3).

6. CONTRACT TERM AND COMPENSATION

A. Contract Term

The initial contract term shall be for a period of one (1) year, commencing March 1, 2027, through February 29, 2028. The Board of Directors reserves the right, at its sole discretion, to extend the agreement in one (1) year increments based upon satisfactory performance evaluation, available assessment funding and successful CBID reauthorization.

B. Compensation

1. RCIA anticipates the annual management contract fees will not exceed 15 – 20 percent of the assessed funds received from the CBID; the value of this range is currently $141,000 – $188,000.
2. Management fees, which cover the contractor’s staff, payroll, benefits, insurance, office space, equipment, software, supplies, printing, postage, phones, local travel and meals, shall be paid on a monthly basis upon receipt of a detailed invoice and monthly activity/financial report.
3. Services outside the management fee that RCIA will pay are:
    a. annual independent review or audit and tax filings by RCIA's outside CPA;
    b. RCIA's insurance policies;

c. vendor contracts approved by the Board (cleaning, public relations, public art, etc.);

d. subscriptions held in RCIA's name (QuickBooks, website domain and hosting, etc.);

e. RCIA-related legal expenses; and

f. third-party costs of specific projects that are within a Board-approved project budget, passed through at cost with receipts and no markup. In addition to any Board-approved budget, any such projects must have prior Board approval before project fees are incurred.

7. BASE PROPOSAL EVALUATION CRITERIA

Base proposals will be evaluated by an RFP Review Committee using a 100-point scoring framework, with a local business (as defined below) receiving an additional 5 points. An additional 30 points will be available for those firms/individuals with proposals that are selected for interviews and reference checks.

Evaluation Criterion	Maximum Points
Qualifications & Relevant Experience (Track record in CBID/PBID management, project management, legal and fiscal compliance, and contract/vendor management)	**35**
Operational & Management Approach (Quality of proposed work plan, service delivery methodology, and staff structure)	**25**
Understanding of RCIA & Local Context (Comprehension of Downtown Redwood City challenges, opportunities, and Association priorities)	**15**
Cost Proposal & Fee Structure (Competitiveness, transparency, and value of proposed management fee)	**25**
Local Business Preference (For the purposes of this RFP process, a local business means any for-profit or non-profit business/organization which has its principal place of business, or is headquartered, in San Mateo County.)	**5**
TOTAL POSSIBLE BASE SCORE	**105**
Interview	**20**
Reference Check Results	**10**
TOTAL POSSIBLE COMBINED SCORE	**135**

8. RFP SCHEDULE

Date	Event/Milestone
November 16, 2026	RFP Issuance
December 1, 2026	Deadline for Written Questions – 5:00 p.m. (PST)
December 7, 2026	RCIA Response to Questions Issued
December 11, 2026	Proposal Submission Deadline – 5:00 p.m. (PST)
January 6, 2027	Proposer Interviews (Shortlisted Firms/Individuals)
January 13, 2027	Contract Award Announcement
January 14 – 22, 2027	Contract Finalization with Awardee
As Early as February 1, 2027, but No Later than March 1, 2027	Contract Commencement

RCIA reserves the right to revise the schedule above and extend any deadline or milestone date.

9. INSURANCE REQUIREMENTS

The selected Contractor shall, at its sole cost and expense, maintain in full force throughout the contract term statutory California Workers' Compensation and Employer's Liability ($1,000,000) and Commercial General Liability ($1,000,000 per occurrence / $2,000,000 aggregate). Additionally, the Contractor shall maintain automobile insurance as required to operate a vehicle in the state of California.

10. QUESTIONS/REQUESTS FOR INFORMATION

Any questions/requests for information (RFI) about this bid process should be emailed to Mitchell Bailey at mitch@mbaileyadvisors.com. All questions must be received by the date/time listed above. All questions will receive written responses, and all questions/responses will be posted on the RCIA website (visitrwc.org) by the date listed above.

11. SUBMISSION INSTRUCTIONS

Proposers must submit a consolidated PDF proposal via email to:

Mitchell Bailey
Owner & Principal Consultant
MBailey Advisors, LLC
mitch@mbaileyadvisors.com

Upon submission, please call Mitchell Bailey at (415) 912-7688 to confirm receipt of proposal.

Submissions received after 5:00 p.m. (PST) on December 11, 2026, will not be considered.

12. INTERVIEWS

At the selection committee's option, firms/individuals that submit a complete proposal document deemed to be responsive and qualified may be invited for an interview with the selection committee. The selection committee anticipates inviting no more than three (3) firms/individuals to interview. Those firms/individuals invited to interview will be notified by January 4, 2027, with interviews held on January 6, 2027.

13. SELECTION

Final selection of the firm/individual to be hired will be based on relevant experience of the firm/individual and team members and the selection committee's determination of which firm/individual will best serve the RCIA's needs. The RFP selection committee will make a final recommendation to the RCIA Board of Directors for its consideration. The RCIA Board of Directors retains final authority for awarding of any contract.

14. GENERAL CONDITIONS

A. **RFP Rejection and Amendments:** RCIA reserves the right to accept, negotiate, modify, or reject any or all proposals, or to cancel this RFP in whole or in part at any time without liability.

B. **Proposal Costs:** Proposers are solely responsible for all costs incurred in the preparation, submission or presentation of their proposals.

C. **Public Records:** All submitted materials become the property of RCIA and may be subject to public inspection in accordance with public records laws.

D. **Independent Contractor Status:** The selected firm/individual shall operate strictly as an independent contractor and not as an employee of RCIA or the City of Redwood City.

E. **Nondiscrimination:** The Contractor shall comply with all federal, state, and local laws prohibiting discrimination based on race, color, religion, sex, national origin, age, disability or sexual orientation.

15. APPENDICES

Appendix A: Redwood City CBID Boundary Map & Benefit Zone Breakdown

Appendix B: Approved RCIA Annual Budget Overview (for budget period beginning December 1, 2026, and ending November 30, 2027)

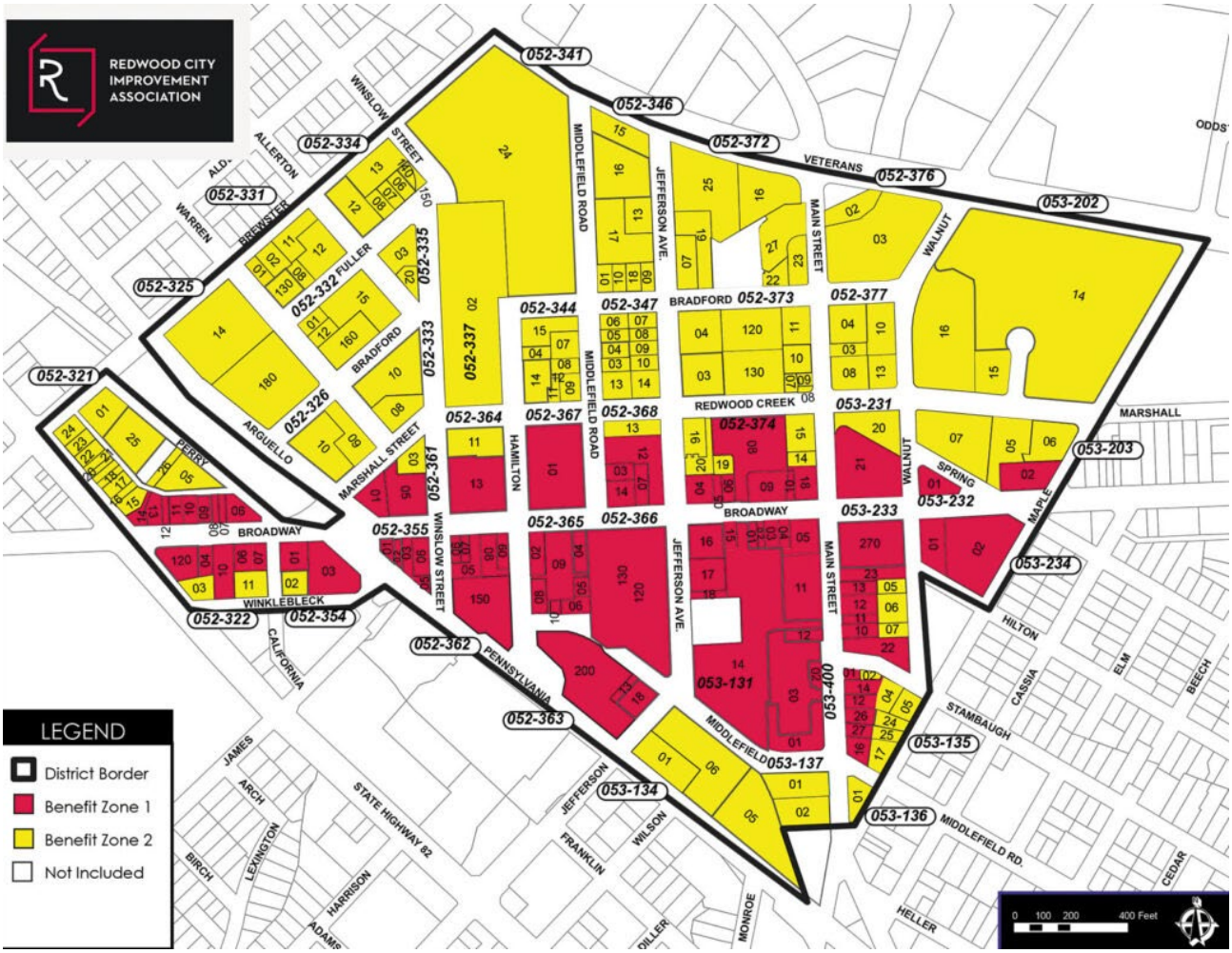
Appendix C: Audit for the Period 12/01/2023 – 11/30/2024

Appendix D: IRS Form 990 for the Period 12/01/2023 – 11/30/2024

Appendix E: Sample Contractor Services Agreement Template

Appendix F: Conflict of Interest Disclosure Form

Appendix A:
Redwood City CBID Boundary Map & Benefit Zone Breakdown



Appendix B:
Approved RCIA Annual Budget Overview (for budget period beginning December 1, 2026, and ending November 30, 2027)

REDWOOD CITY IMPROVEMENT ASSOCIATION

Downtown Redwood City Improvement Association (CBID) Budget by Category, 2026-2027
(Fiscal Year: December 1, 2026 – November 30, 2027)

Twelfth Year Downtown Redwood City Community Benefit Improvement District Service Budget
(Figures are rounded)

PROGRAM OR ACTIVITY FUNDED BY THE DOWNTOWN REDWOOD CITY COMMUNITY BENEFIT IMPROVEMENT DISTRICT	APPROXIMATE % OF Tenth Year ANNUAL BUDGET	ESTIMATED ANNUAL COSTS
Sidewalk Operations and Beautification	54%	$507,668.93
District Identity and Signage	20%	$188,025.53
Parking Management	4%	$37,605.10
Administration/Corporate Operations	20%	$188,025.53
Contingency/City and County Fees/Reserves	2%	$18,802.55
Total	***100%***	***$ 940,127.64***

Special District Assessment 2026-2027

Downtown Redwood City Community Benefit Improvement District

Dollar Total for Assessment:
$ 940,127.64
Highest and lowest parcel assessment amounts:
Highest: $52,649.12 Lowest: $17.56 Total Number of Parcels: 224

Appendix E:
Sample Contractor Services Agreement Template

DRAFT AGREEMENT FOR ASSOCIATION MANAGEMENT SERVICES

This Management Agreement ("Agreement") is made and entered into as of this _____ day of _____, 20___ ("Effective Date"), by and between the Redwood City Improvement Association, a California non-profit benefit corporation ("RCIA", "Association", or "Client"), and [VENDOR NAME], a [State of Incorporation/Organization] [Type of Entity, e.g., Corporation, LLC] ("Vendor" or "Contractor"). RCIA and Vendor are each a "Party" and collectively the "Parties."

RECITALS

WHEREAS, RCIA is responsible for the administrative, operational, and promotional management of the Downtown Redwood City Community Benefit Improvement District (CBID); and

WHEREAS, RCIA issued a Request for Proposals ("RFP") for District Management Services to support the administration, programs, and operations of the CBID; and

WHEREAS, Vendor possesses the requisite expertise, personnel, licenses, and professional qualifications to perform such services and submitted a proposal acceptable to RCIA; and

WHEREAS, RCIA desires to retain Vendor, and Vendor agrees to perform the scope of services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

Vendor shall provide full management, operational, administrative, and strategic services for the RCIA across the functional domains outlined below (collectively, the "Services"):

1.1. Organizational & Administrative Management

A. Maintain day-to-day administrative operations of the Association, including an operational office and primary point-of-contact support for property owners, business owners, residents, and municipal representatives.

B. Establish, organize, and preserve official corporate records, archives, contracts, policies, financial files, and documentation consistent with legal standards and public transparency requirements.

C. Manage corporate risk, including advising on and securing appropriate insurance policies (General Liability, Directors & Officers, Errors & Omissions).

1.2. Board & Committee Support

A. Plan, coordinate (including securing meeting locations), and attend all meetings (in-person) of the Board of Directors, Executive Committee, standing committees (SOBO, DISI, Parking Management, etc.), and ad-hoc committees and task forces.

B. Prepare and distribute complete meeting packets, agendas, resolutions, financial statements, and staff reports in advance of all scheduled meetings.

C. Ensure strict compliance with the Ralph M. Brown Act and the City of Redwood City open meeting provisions (including those outlined in the existing Management and Disbursement Agreement with the City), ensuring proper public notice postings and accurate minute-taking.

D. Manage annual Board elections, officer elections, Board roster maintenance, attendance tracking, and compliance with Association bylaws and Conflict-of-Interest Codes.

E. Coordinate and track annual filings of Statement of Economic Interests (Form 700) for all required Board members and designated personnel.

1.3. Financial Management & Reporting

A. Administer all fiscal operations, accounts payable (AP), accounts receivable (AR), and assessment collection tracking in coordination with the City of Redwood City and in adherence to RCIA financial policies.

B. Prepare annual operating budgets in consultation with the Executive Committee, Board, and committee chairs; monitor committee line items and track revenue disbursements against projections.

C. Prepare monthly, quarterly, and annual financial statements, balance sheets, bank reconciliations, and cash-flow updates for Executive Committee and Board review.

D. Coordinate with RCIA's designated CPA firm to facilitate annual financial reviews, independent audits, and federal/state tax filings.

1.4. Program & Service Delivery

A. Sidewalk Operations, Beautification & Order (SOBO): Direct, inspect, and evaluate contracted public services, including street cleaning, pressure washing, trash removal, graffiti abatement, vegetation maintenance, seasonal landscaping, and pet waste stations.

B. Safety Ambassadors & Hospitality: Oversee security, hospitality, and safety ambassador activities; conduct regular field walks and coordinate safety initiatives with the Redwood City Police Department, Public Works, and Parks & Recreation.

C. District Identity & Streetscape Improvements (DISI): Coordinate physical improvements, public space amenities, district mapping, and urban activation initiatives.

D. Parking Management: Manage specialized Association parking initiatives, district mitigation strategies, and street closure coordination for special events.

E. Project Tracking: Maintain and deliver monthly project tracking reports detailing initiative budgets, schedules, status, action items, responsible parties, and any required City approvals or decisions.

1.5. Marketing, Communications & Public Relations

A. Oversee the development and execution of multi-channel marketing and public relations campaigns promoting Downtown Redwood City as a destination for dining, retail, entertainment, and investment.

B. Manage and update digital communication channels, including the official website (www.visitrwc.org), social media platforms, and digital newsletters.

C. Manage district branding, wayfinding signage, holiday decorations, public art installations, banner programs, and media relations.

D. Partner with civic and community entities to support public events and activate major public spaces such as Courthouse Square.

1.6. Stakeholder Engagement & Government Relations

A. Serve as the primary liaison between property owners, commercial tenants, civic leaders, municipal staff, and elected officials of the City of Redwood City.

B. Maintain a responsive system for constituent inquiries, operational complaints, and service requests.

C. Educate stakeholders regarding CBID assessment benefits, program performance, and Proposition 218 compliance.

D. Represent downtown interests regarding land use, urban planning, public transit, and municipal code updates as directed by the Board.

1.7. Strategic Planning & Performance Metrics

A. Guide the Board through annual goal setting, multi-year strategic planning, and performance metric evaluations.

1.8. Staff, Contractor & Vendor Management

A. Procure, negotiate, supervise, and evaluate third-party service providers under contract with RCIA (e.g., maintenance providers, security teams, public relations firms, web developers).

B. Establish and monitor Key Performance Indicators (KPIs) and Service Level Agreements (SLAs) for all vendor contracts, conducting regular quality control audits.

C. Recruit, employ, train, and supervise all internal administrative, management, or field personnel required to fulfill obligations under this Agreement.

1.9. Transition & Start-Up Protocols

A. Execute a seamless operational transition upon contract commencement to prevent disruption to administrative, street cleaning, or safety services.

B. Onboard existing vendor relationships, audit inventory/equipment, and transfer access to corporate accounts, files, digital assets, and financial tools.

C. Conduct introductory briefings with municipal partners, Board leadership, and property owners within the first thirty (30) days of the contract term.

2. DESIGNATED PERSONNEL & KEY STAFF

2.1. Staff Allocations

Vendor shall assign qualified personnel to execute the Services. Designated roles and key functions include:

- Lead Executive / Executive Director / Board Consultant: [Name]
- Financial & Operations: [Name]
- Programs: [Name]
- Communications: [Name]

2.2. Key Personnel Assurance

The Parties agree that [Insert Name of Key Employee, e.g., Executive Director/Account Manager] is essential to the successful performance of this Agreement. Vendor shall not reassign, replace, or remove this Key Manager without the prior written consent of RCIA, except in cases of voluntary resignation or termination of employment with Vendor.

3. TERM & EXTENSION OPTIONS

3.1. Initial Term

The initial term of this Agreement ("Initial Term") shall commence on [Start Date, e.g., March 1, 2027] and expire on February 29, 2028, unless terminated earlier pursuant to Section 8.

3.2. Extension Options

RCIA reserves the right, at its sole discretion, to extend this Agreement for additional one-year periods ("Extension Terms"). Any extension shall be contingent upon satisfactory performance evaluation, available assessment funding, and CBID reauthorization, and must be executed via a written amendment signed by both Parties.

4. COMPENSATION & PAYMENT TERMS

4.1. Base Management Fee

As full compensation for all management, administrative, staffing, office, software, operational overhead, local travel, meals, equipment, printing, and phone expenses, RCIA shall pay Vendor an annual base fee not to exceed [$_____]. No additional compensation shall be provided to Vendor except as provide in Section 4.2.

Base management fees shall be billed in equal monthly installments of $[Monthly Amount], payable upon receipt of a detailed monthly invoice and accompanying financial/activity report.

4.2. Reimbursable & Pass-Through Expenses

A. Direct Project Expenses: Third-party vendor costs or project-specific expenditures approved by the Board within committee budgets (e.g., direct cleaning contracts, security ambassador vendors, public art, event setups) shall be passed through at cost with zero markup, supported by receipts and invoices. In addition to any Board-approved budget, any such projects must have prior Board approval before project fees are incurred.

B. Specific Project Management (If Applicable): For specialized project management outside standard operational duties and approved in writing by the Board, RCIA shall pay an hourly rate of $[Rate]/hour, not to exceed $[Maximum Cap] per fiscal year.

4.3. Excluded Costs

The Base Management Fee does not cover the following direct RCIA expenses, which shall be paid directly by RCIA or reimbursed at exact cost:

A. Annual independent CPA audit, financial review, and tax preparation.

B. Corporate insurance policies maintained directly by RCIA (D&O, E&O, General Liability).

C. Board-approved third-party vendor contracts.

D. Corporate software/domain subscriptions held in RCIA's name (e.g., QuickBooks, domain hosting, Zoom).

E. RCIA legal counsel fees.

4.4. Invoicing & Direct Transfer

Invoices shall be submitted electronically to the RCIA Board Treasurer on the first (1st) day of each month for services rendered. Payments shall be remitted by electronic funds transfer (EFT) or corporate check by the tenth (10th) day of the month following invoice receipt.

5. COMPLIANCE & LEGAL OBLIGATIONS

5.1. RCIA Policies and Procedures

Vendor shall comply with all existing and future RCIA Board-approved policies and procedures.

5.2. Legal Compliance

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations governing Community Benefit Improvement Districts, non-profit entities, and public open meetings.

5.3. Brown Act, Public Records & Transparency

Vendor acknowledges that RCIA operates in compliance with the Ralph M. Brown Act (Cal. Gov. Code § 54950 et seq.) and California public records laws. Vendor shall ensure proper advance public posting of agendas, open meeting facilitation, and public record access as required by law.

6. INSURANCE REQUIREMENTS

Vendor shall, at its sole cost and expense, maintain in full force and effect throughout the term of this Agreement the following insurance coverage:

A. Workers' Compensation & Employer's Liability: Statutory California Workers' Compensation coverage and Employer's Liability insurance with limits of not less than $1,000,000 per accident.

B. Commercial General Liability: Coverage for bodily injury, personal injury, and property damage with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate.

C. Automobile insurance as required to operate a vehicle in the state of California.

7. INDEPENDENT CONTRACTOR & NONDISCRIMINATION

7.1. Independent Contractor Status

Vendor is and shall act at all times as an independent contractor and not as an employee, partner, or agent of RCIA or the City of Redwood City. Vendor retains sole responsibility for employment taxes, benefits, workers' compensation insurance, and direct management of its personnel.

7.2. Nondiscrimination

Vendor shall not discriminate against any employee, applicant, property owner, or member of the public on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity, or any other status protected by federal, state, or local law.

8. TERMINATION

8.1. Termination for Convenience

Either Party may terminate this Agreement without cause upon ninety (90) days' prior written notice to the other Party.

8.2. Termination for Cause

If either Party fails to perform a material obligation under this Agreement, the non-breaching Party may provide written notice specifying the breach. If the breaching Party fails to cure such breach within thirty (30) days of receiving notice, the non-breaching Party may terminate the Agreement immediately.

8.3. Compensation Upon Termination

In the event of early termination, Vendor shall be compensated for all satisfactory Services rendered and allowable reimbursable expenses incurred up to the effective date of termination.

9. AMENDMENTS & RE-NEGOTIATION

This Agreement may be amended, re-negotiated, or modified only by a written instrument duly executed by authorized representatives of both Parties.

10. DISPUTES & GOVERNING LAW

10.1. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of law principles. Venue for any legal proceeding shall be in San Mateo County, California.

10.2. Attorney’s Fees

In the event of any litigation, arbitration, or dispute arising out of or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable attorney's fees, court costs, and related litigation expenses.

11. EXECUTION & AUTHORIZATION

IN WITNESS WHEREOF, the Parties hereto have caused this Management Agreement to be executed by their duly authorized representatives as of the Effective Date.

FOR THE REDWOOD CITY IMPROVEMENT ASSOCIATION (RCIA):

_____
Signature

_____
Printed Name

_____
Board President

_____
Date

FOR VENDOR ([VENDOR NAME]):

_____
Signature

_____
Printed Name

_____
Title (e.g., President / CEO / Managing Partner)

_____
Date

Appendix F:
Conflict of Interest Disclosure Form

REDWOOD CITY IMPROVEMENT ASSOCIATION
CONFLICT OF INTEREST DISCLOSURE & ATTESTATION FORM

I. PURPOSE & APPLICABILITY
All individuals, vendors, contractors, and key personnel participating in the submission of a proposal under this RFP are required to disclose any actual, potential, or perceived conflicts of interest.

A conflict of interest occurs when a bidder, subcontractor, or any individual representing the bidding entity has a financial, personal, or professional relationship with an RCIA Board member, officer, employee, consultant, or selection committee member that could impair – or appear to impair – impartiality in evaluating or awarding this contract.

II. DISCLOSURE STATEMENT

Please check the applicable response below:

[ ] **NO CONFLICT OF INTEREST**
To the best of my knowledge, neither the undersigned entity, its owners, key employees, subcontractors, nor immediate family members have any financial, personal, or professional relationship with any RCIA Board member, officer, staff member, or evaluation committee member, nor does any other condition exist that constitutes an actual, potential, or perceived conflict of interest in connection with this RFP.

[ ] **CONFLICT OF INTEREST / POTENTIAL CONFLICT EXISTS**
The undersigned entity, its owners, key employees, or proposed subcontractors have an actual, potential, or perceived conflict of interest. Details regarding the nature of the relationship, financial interest, or situation are fully described in Section III below.

III. DETAILS OF DISCLOSURE *(Required if second box above is checked)*

If a conflict or potential conflict exists, please provide detailed information below (attach additional pages if necessary):

1. **Name(s) of RCIA Board Member, Officer, Consultant, or Evaluator involved:**

2. **Nature of the Relationship / Financial Interest:**
   (e.g., family relationship, business partnership, ownership interest, past employment, current consulting agreement)

3. **Proposed Mitigating Measures or Safeguards:**
   (Describe any measures implemented to ensure independence and prevent improper influence)

IV. ATTESTATION & CERTIFICATION

By signing below, I certify that:

1. I am an authorized representative of the Proposer with the legal authority to submit this disclosure on its behalf.
2. The information provided in this Conflict of Interest Disclosure Form is true, correct, and complete to the best of my knowledge and belief.
3. If any actual, potential, or perceived conflict of interest arises after the submission of this form and prior to contract award, the Proposer will immediately notify the RCIA in writing.
4. The Proposer understands that failure to disclose a conflict of interest or submitting false/misleading information may result in immediate disqualification of the proposal, termination of any resulting contract, and potential debarment from future solicitations.

Legal Name of Bidding Firm / Entity:

Business Address:

Authorized Representative Name:

Title:

Signature: Date: