



108-0152021-002

Agenda Item No. 8(b)
Meeting of June 1, 2021

INFORMATIONAL MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Sally Oerth, Interim Executive Director

SUBJECT: Notice of Intent to Issue a Request for Proposals for Parks Maintenance and Property Management Services at Hunters Point Shipyard Phase 1; Hunters Point Shipyard Project Area

EXECUTIVE SUMMARY

The master developer for Hunters Point Shipyard Phase 1 ("Shipyard Phase 1") is requesting that the Office of Community Investment and Infrastructure ("OCII") approve and accept: (1) approximately 18 acres of a planned 26-acre parks and open space system; (2) approximately 6,000 linear feet of a planned 17,100 linear feet of streetscapes¹; and (3) the Hunters Point Shipyard Site Office Building (together, the "RFP Facilities"). Once OCII accepts the RFP Facilities, OCII will be responsible for their operation and maintenance. To meet this need, OCII will enter into a contract ("Contract") with an entity ("Contractor") that will provide parks maintenance and property management services. To identify that Contractor, OCII staff intend to issue a Request for Proposals ("RFP"). The RFP is attached as Attachment 3. The operations and maintenance of the RFP Facilities will be funded by revenues from Community Facilities District No. 8 ("CFD 8"), a public revenue district created in 2008 for that purpose. This memo is to advise the Commission of the details of the planned RFP.

London N. Breed
MAYOR

Sally Oerth
INTERIM
EXECUTIVE DIRECTOR

Miguel Bustos
CHAIR

Mara Rosales
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¹ Technically, streetscape features are within the public right of way to be accepted by the City and County of San Francisco, but certain streetscape elements will be maintained using CFD funds as specified in redevelopment documents for HPS 1.

DISCUSSION

Hunters Point Shipyard Phase 1

Hunters Point Shipyard Phase 1 is a neighborhood comprised of the Hilltop and Hillside areas, which are being developed pursuant to the Hunters Point Shipyard Redevelopment Plan and the Hunters Point Shipyard Phase 1 Disposition and Development Agreement. At full build out, Shipyard Phase 1 will feature eight acres of new public parks and 18 acres of new public open spaces (passive natural areas without active recreational facilities), for a total of 26 acres of facilities to ultimately be accepted by OCII and managed by an OCII-contracted entity. A map of the planned parks in Shipyard Phase 1 is provided in Attachment 1. Shipyard Phase 1 also consists of approximately 17,100 linear feet of streetscapes (sidewalks, sidewalk furniture and sidewalk plantings) and the Hunters Point Shipyard Site Office Building. Of the planned facilities, 18 acres of parks and open space, 6,000 linear feet of streetscape, and the Hunters Point Shipyard Site Office Building are now, or nearly, complete ("RFP facilities"). These facilities, which are located in the Hilltop portion of HPS Phase 1, are listed below. Their locations are shown in Attachment 2.

- Hillpoint Park, a regional park with a picnic area, large lawn, overlook with a panoramic view, and five public artworks. It also includes a large passive open space with very low maintenance needs. (2.1 acres active recreation and 2.8 acres passive open space)
- Innes Court Park, a neighborhood park with a playground, seating, lawn, and two public artworks. (0.51 acres)
- Galvez Overlook/Coleman Promenade, a small overlook with seating areas and subdrains (0.03 acres active use and 0.18 acres open space)
- Pocket Parks 9 through 16, small sub-neighborhood parks with plantings, seating, one public artwork and subdrains. (0.73 acres total)
- Site Office Building, a publicly owned building with the OCII Site Office and a community room. Also includes the adjacent public plaza, parking lot, open space and one public artwork. A portion of the Site Office Building referred to as The Storehouse (451 Galvez Suite 200) is excluded. (5,000 square foot building, 0.48 acres active use, and 0.31 acres open space)
- Hilltop Streetscapes, in the Hilltop neighborhood, including trees, plantings and street furniture. (6,000 linear feet)
- Hilltop Open Space, a passive open space with very low maintenance needs. (11 acres)

Request for Proposals for Park Maintenance and Operation

The developer has requested that OCII accept the RFP Facilities. Once OCII accepts the facilities, OCII will own the facilities and be responsible for operating and maintaining them. To do so, OCII will enter into a contract ("Contract") with an entity ("Contractor") that will provide parks maintenance and property management services. To identify that Contractor, OCII staff intend to issue a Request for Proposals ("RFP") for a Contractor to perform the following services (the "RFP Services"):

- **Facilities management and administration** including overseeing all operations, managing subcontractors, submitting budgets and reports to OCII, responding to requests for service, and coordinating permits for public use of the RFP facilities.
- **Landscape, streetscape and open space maintenance** including overseeing all landscape operations, providing supervised labor necessary to maintain landscape; providing all landscape maintenance supplies and equipment; maintaining slope drainage infrastructure, site furnishings, playgrounds and artworks; and removing trash.
- **Janitorial services and building systems maintenance** including removing litter, trash, and graffiti, and maintaining the Site Office Building and its building systems.
- **Capital Facilities Repair** including advising on, contracting for, and overseeing any necessary major maintenances, repairs, and replacements.
- **As Needed Services** including attending CAC and OCII Commission meetings and performing any tasks as requested by OCII pursuant to the Contract or a Contract amendment as needed.

Workforce and Contracting Goals

The Contractor providing the RFP Services must comply with the OCII Bayview Hunters Point Employment and Contracting Policy and the OCII Small Business Enterprise Policy. These policies establish goals for local workforce participation and Small Business Enterprise participation, including:

- **Local workforce participation:** A goal of 50% of total hours of employment worked by local residents, with first consideration to Bayview-Hunters Point residents (individuals residing in ZIP codes 94124, 94134, and 94107).
- **Small Business Enterprise participation:** A goal of fifty percent (50%) of contract dollars awarded to Small Business Enterprises (SBEs), with first consideration to Bayview-Hunters Point SBEs (businesses located in ZIP codes 94124, 94134, and 94107).

To facilitate selection of a vendor that supports OCII's workforce participation and SBE participation goals, OCII staff will advertise the RFP in print publications that service the Bayview, including the San Francisco Bay View and the Small Business Exchange. Staff will also notify local Small Business Enterprises registered with OCII and the City; contractors that responded to the prior RFPs; and other potential contractors identified by staff. Finally, staff will place online notices on OCII's website and the City's bids and contracts website.

Community Facilities District No. 8

The SFRA Commission established Community Facilities District No. 8 ("CFD 8") in September 2008 to fund the operations and maintenance of the Shipyard Phase 1 parks, open spaces and streetscapes. CFD 8 is funded by property assessments in Shipyard Phase 1. The RFP services, which are permitted uses for the CFD 8 revenues, will be funded by CFD 8.

Previous Requests for Proposals

OCII released two previous Requests for Proposal for these services, one in Fall 2017 and the other in Spring 2019. No bidders were selected, and the RFP processes were cancelled as responses were ultimately deemed not responsive.

Hunters Point Shipyard Citizens Advisory Committee

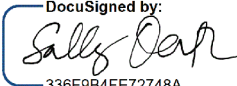
OCII staff updated the Hunters Point Shipyard Citizens Advisory Committee ("CAC") on the RFP and its process through an email sent to the CAC on May 17, 2021. In the two prior RFP processes, CAC members emphasized the importance of OCII's SBE participation and local workforce participation goals, and expressed support for the RFP. An evaluation and selection panel will include members of the Hunters Point Shipyard Citizens Advisory Committee ("CAC").

Schedule

The following outlines the proposed schedule for selections of the parks maintenance and property management Contractor:

RFP available online at: www.sfocii.org	June 2, 2021
Pre-submittal Meeting	June 9, 2021
Submission deadline for Proposals	July 2, 2021
Applicant selection (interviews) and Contract negotiation	July-August 2021
OCII Commission consideration	August 17, 2021

(Originated by Marie Munson, Senior Development Specialist)

DocuSigned by:

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Sally Oerth

Interim Executive Director

Attachment 1: Hunters Point Shipyard Phase 1 Parks Map

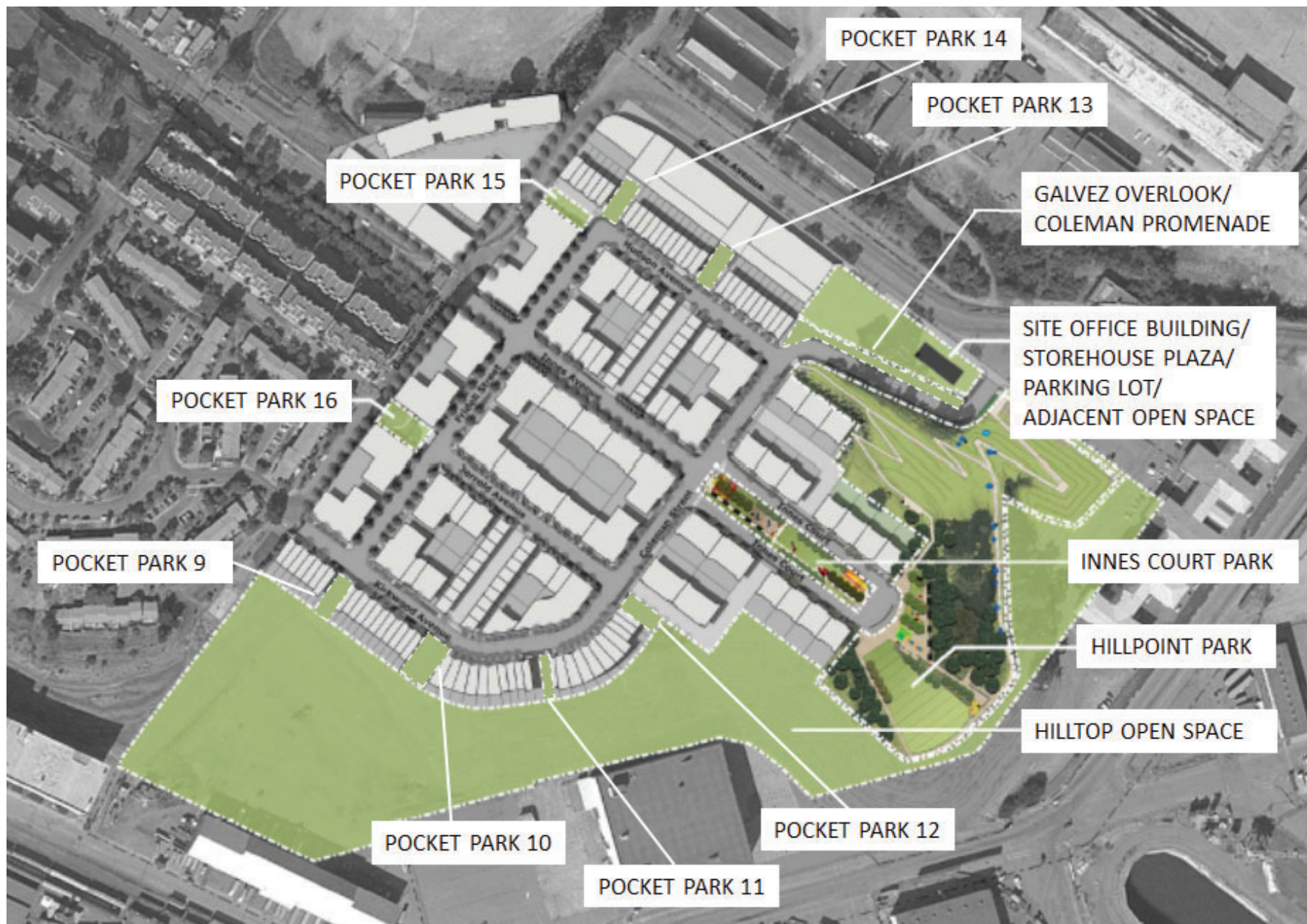
Attachment 2: RFP Facilities

Attachment 3: Parks Maintenance and Property Management RFP

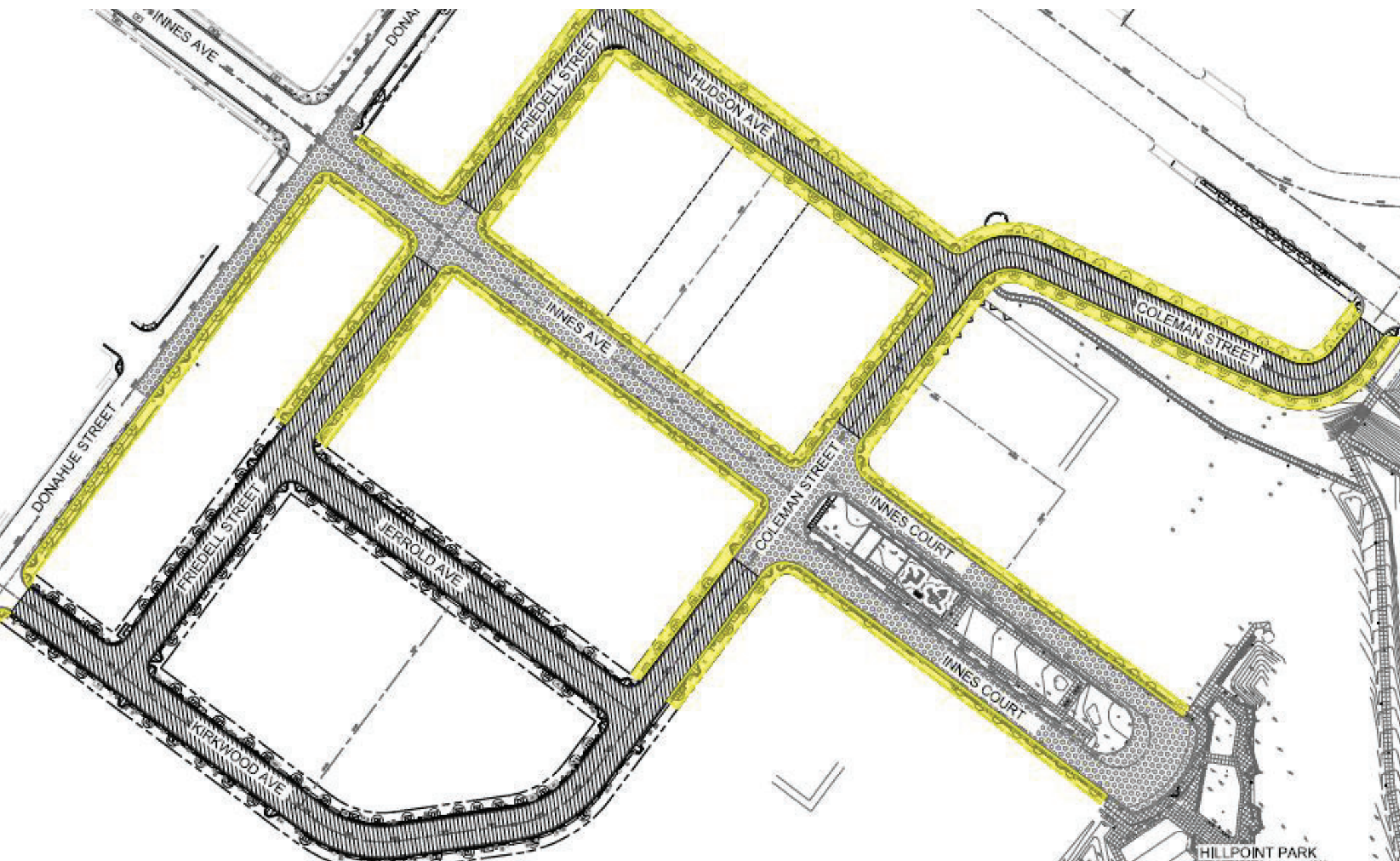
Attachment 1: Hunters Point Shipyard Phase 1 Parks Map



Attachment 2, Facilities, Streetscapes, Subdrains and Public Artwork
Parks, Open Space and Site Office Building Map



Attachment 2, Facilities, Streetscapes, Subdrains and Public Artwork
Maps Hilltop Streetscapes Map

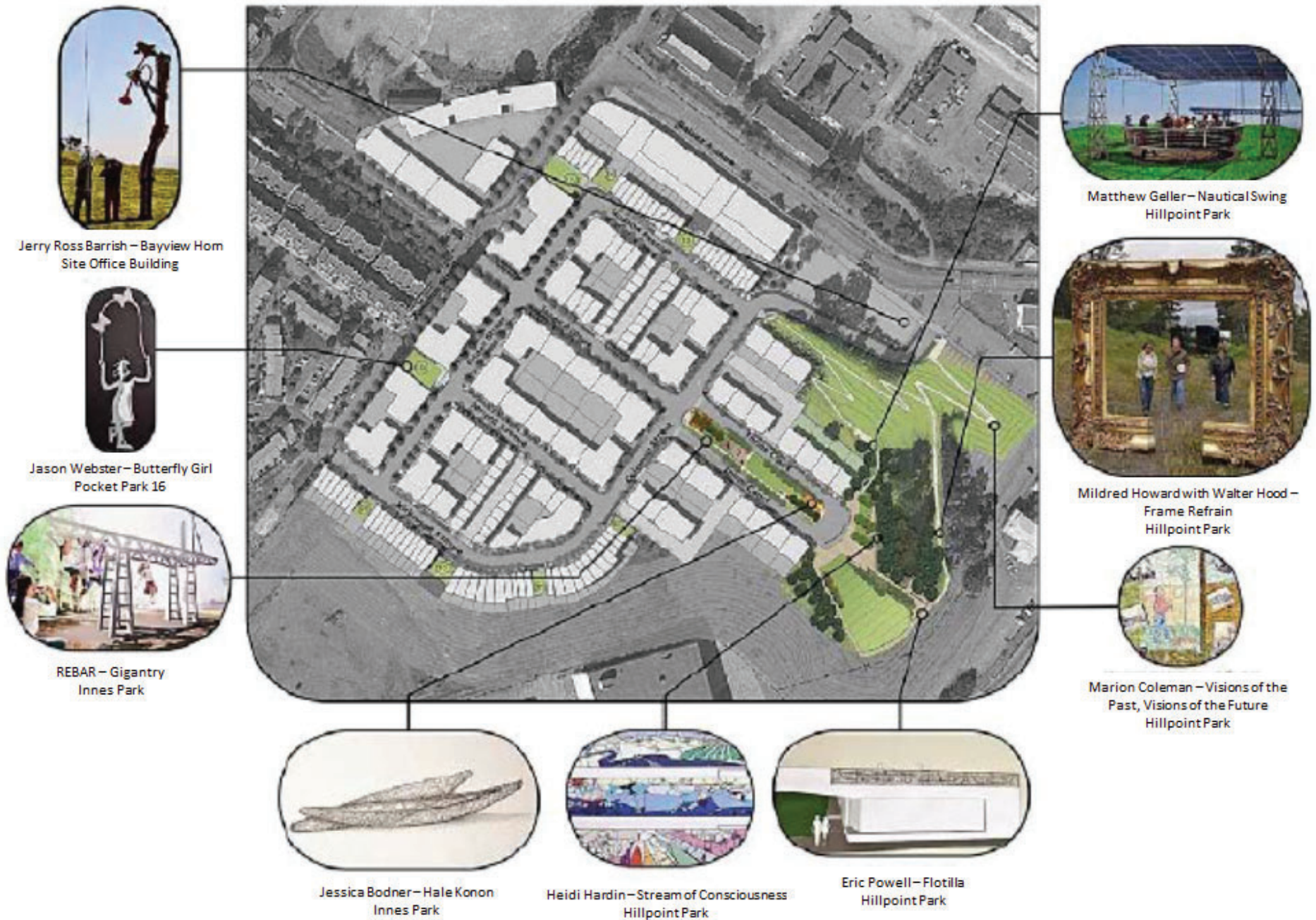


Attachment 2, Facilities, Streetscapes, Subdrains and Public Artwork
Maps Hilltop Subdrains Map



Attachment 2, Facilities, Streetscapes, Subdrains and Public Artwork Maps

Public Artwork Map





**OFFICE OF COMMUNITY INVESTMENT
AND INFRASTRUCTURE**

Request for Proposals

**Hunters Point Shipyard Phase 1
Parks Maintenance and Property Management**

**RFP Available
Wednesday, June 2, 2021**

**Deadline for Submittal
Friday, July 2, 2021**

**Issued by:
Office of Community Investment and Infrastructure
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103**

**Contact: Marie Munson
Email: marie.munson@sfgov.org
Phone: 415-749-2415**

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ATTACHMENTS

Attachment 1:	Budget Proposal Form
Attachment 2:	Relevant Experience Form
Attachment 3:	Small Business Enterprise Agreement
Attachment 3a:	Subconsultant Participation Form
Attachment 4:	Declaration of Nondiscrimination in Contracts and Benefits
Attachment 4a:	Instructions for Declaration of Nondiscrimination in Contracts and Benefits
Attachment 5:	Minimum Compensation Policy Declaration
Attachment 6:	Health Care Accountability Policy Declaration
Attachment 7:	Disclosure Questionnaire
Attachment 8:	Statement of Compliance with Agency Policies and Certification of Bidder
Attachment 9:	Bayview Hunters Point Employment and Contracting Policy
Attachment 10:	OCII Purchasing Policy
Attachment 11:	Form of Personal Services Contract
Attachment 12:	RFP Registration Form
Attachment 13:	Submittal Checklist Sheet

EXHIBITS

Exhibit 1: Scope of Services

Exhibit 2: Facilities, Streetscapes, Subdrains and Public Artwork Maps

Exhibit 3: Facilities Plans

Exhibit 3a. Hillpoint Park and Innes Court Park Plans

Exhibit 3b. Pocket Parks 9-14 Plans

Exhibit 3c. Pocket Parks 15-16 Plans

Exhibit 3d. Galvez Overlook/Coleman Promenade Plans

Exhibit 3f. Storehouse Plaza Plans

Exhibit 3e. Site Office Building Plans

Exhibit 3g. Hilltop Streetscape Plans

Exhibit 3h. Subdrain Plans

Exhibit 4: Reporting Requirements

Exhibit 5: Park Rules and Regulations

Exhibit 6. Maintenance Guidelines, Report and Checklist

Exhibit 6a. Public Art Conservation and Maintenance Report

Exhibit 6b. Slope and Drainage Maintenance Guidelines

Exhibit 6c. BMP Locations and Maintenance Checklist

Exhibit 7: Site Office Building Systems Manual

This RFP and all Attachments and Exhibits are available for download at sfocii.org/rfp

Hunters Point Shipyard Phase 1 Parks Maintenance and Property Management RFP

I. SUMMARY

The Office of Community Investment and Infrastructure (“OCII”) is seeking proposals (“Proposals”) from qualified contracting teams or contractors (“Bidders”) to provide property management services, landscape maintenance services, janitorial services and capital facilities repair (the “Scope of Services” as described in greater detail in **Exhibit 1, Scope of Services**) for a six-acre public park system, 14 acres of passive open space, 6,000 linear feet of streetscapes, subdrains, nine public artworks, and one 5,000-square-foot community building (the “Facilities,” as shown on **Exhibit 2, Facilities Map**).

OCII strongly encourages responses from, and inclusion of, Bayview-Hunters Point Small Business Enterprises (“SBEs”) looking to build capacity and gain experience. Pursuant to the OCII Small Business Enterprise Program, the contract is subject to a goal of 50% of contract dollars to SBEs, with first consideration to SBEs based in Bayview-Hunters Point (ZIP codes 94124, 94134, and 94107). Proposals will be evaluated in part on how well proposers meet this goal, as detailed in **Section VII** below. More information about the SBE Program is provided in **Section IX.A** below and in **Attachment 3: Small Business Enterprise Agreement**.

The contract is subject to a goal of 50% of employment hours worked by residents of Bayview Hunters-Point (ZIP codes 94124, 94134, and 94107). More information about the local hiring goal is provided in **Section IX.B** below and in **Attachment 9: Bayview Hunters Point Employment and Contracting Policy**.

An evaluation panel including OCII staff, community representatives, and other stakeholders will evaluate Proposals based on the selection criteria detailed below in **Section VII.B** and conduct interviews. OCII staff will recommend a Bidder (the “Contractor”) for the OCII Commission’s consideration of a Personal Services Contract (the “Contract”).

This opportunity is open to all businesses, both for-profit and non-profit. Bidders are advised that OCII is committed to vigorous equal opportunity employment.

II. IMPORTANT DATES AND SUBMITTAL PROCESS

A. Deadline and Important Dates

Proposals are due by 4:00 p.m., Friday, July 2, 2021.

RFP available at OCII and posted at www.sfocii.org	4:00 p.m., Wednesday, June 2, 2021
Pre-submittal meeting (optional) via virtual conference	10:00 a.m., Wednesday, June 9, 2021
Deadline for questions and requests for additional information	4:00 p.m., Wednesday, June 16, 2021
Submittal deadline for Proposals	4:00 p.m., Friday, July 2, 2021
Bidder interviews via virtual conference	Friday, July 9, 2021*
OCII Commission consideration of Contract	Tuesday, August 17, 2021*

* Dates subject to change

B. Pre-Submittal Meeting

A video conference pre-submittal meeting will be held on the date shown above, in Section II.A . At the Pre-Submittal Meeting OCII staff will:

- Provide an overview of the Scope of Services and respond to questions; and
- Provide attendees an opportunity to introduce themselves and an Attendees List for consideration in forming contracting teams to submit Proposals. Among other criteria, Proposals will be evaluated on the participation of SBEs on contracting teams, with first consideration to Bayview-Hunters Point SBEs. OCII strongly encourages non-SBE contractors to create joint ventures or similar partnership relationships with Bayview-Hunters Point SBEs in order to meet the goal.

Registration is required to receive an invite for the pre-submittal meeting. Register via email sent to marie.munson@sfgov.org.

Bidders are encouraged to visit the site prior to the pre-submittal meeting.

C. Questions and Requests for Additional Information

All questions and requests for additional information regarding this RFP must be received in writing by OCII via e-mail sent to marie.munson@sfgov.org on or before the date and time shown in **Section II.A**. Questions and information requests should be emailed to:

Attn: Marie Munson
Office of Community Investment and Infrastructure (OCII)
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Telephone: 415-749-2415
E-Mail: marie.munson@sfgov.org

All addenda, responses and additional information will be distributed to all registered RFP holders. OCII reserves the sole right to determine the timing and content of the response, if any, to all questions and requests for additional information.

D. Registration

Bidders may register for the RFP by completing and emailing **Attachment 12: RFP Registration Form** to the contact in **Section II.C** above. Although registration is optional, it is strongly recommended because registered Bidders will receive additional information including addenda and responses to written questions, if any. Addenda and other updates to the RFP will also be posted online at <http://www.sfocii.org>.

E. Submittal Format, Place and Contact

All applicants must submit a complete electronic copy of their submittal via email to marie.munson@sfgov.org no later than the deadline stipulated in **Section II.A** above. Late submissions will not be accepted.

During the COVID-19 pandemic, hard copy submission of proposals will not be accepted. If Bidder does not have the capability to submit a proposal digitally via email, please contact the person listed on the cover page of this RFP before the due date for Deadline for Questions and Requests for Additional Information specified in Section II.A above to request an alternative submission method (subject to OCII approval).

OCII will disqualify from consideration any Proposal received lacking all or part of any required submission element.

Applicants may submit a Proposal at any time prior to the submission deadline.

III. BACKGROUND

A. The Hunters Point Shipyard Phase 1 Project

The Hunters Point Shipyard Phase 1 project (“HPS1”) is a redevelopment project in San Francisco, California located on a portion of the former Hunters Point Naval Shipyard site. When completed, HPS1 will contain 1,428 homes, eight acres of parks, and 18 acres of open space (passive recreational area featuring native habitat, with limited maintenance requirements). To date, approximately 505 homes have been completed.

B. The Facilities

Bidders should provide a Proposal for performing the Scope of Services on the Facilities, as listed below:

- **Hillpoint Park**, a regional park with a picnic area, large lawn, overlook with a panoramic view, and five public artworks. It also includes a large passive open space (hillside with native landscapes) with very low maintenance needs. (2.1 acres active recreation and 2.8 acres passive open space)
- **Innes Court Park**, a neighborhood park with a playground, seating, lawn, and two public artworks. (0.5 acres)
- **Galvez Overlook/Coleman Promenade** a small overlook with seating areas and subdrains (0.03 acres active use and 0.18 acres open space)
- **Pocket Parks 9 through 16**, small sub-neighborhood parks with plantings, seating and one public artwork and subdrains. (0.73 acres total)
- The **Site Office Building**, a publicly owned building with the OCII Site Office and a community room. Also includes the adjacent public plaza, parking lot, open space and one public artwork. A portion of the Site Office Building referred to as The Storehouse (451 Galvez Suite 200) is excluded. (5,000 square foot building, 0.48 acres active use, and 0.10 acres open space)
- The **Hilltop Streetscapes**, sidewalk areas in the Hilltop neighborhood, including trees, plantings and street furniture. (6,000 linear feet)
- The **Hilltop Open Space**, a passive open space (hillside with native landscapes and subdrains) with very low maintenance needs. (11 acres)

Exhibits 3a-h provide detailed plans of the Facilities. Bidders are required to review the Exhibits and perform their due diligence to ensure understanding of the Facilities. With the exception of the Site Office Building, Facilities are publicly accessible. Please contact Marie Munson listed on the cover page of this RFP before the due date for Deadline for Questions and Requests for Additional Information specified in **Section II.A** above to request access to the Site Office Building if desired.

Figure 1 below provides photographs of selected Facilities.

Figure 1: Parks and Streetscapes Images



IV. SCOPE OF SERVICES

The Scope of Services is detailed in **Exhibit 1**. OCII expects the Contractor to perform this Scope of Service. The Scope of Services will require *property management and administration; landscape and janitorial services; Capital Facilities repair, and as needed services*, briefly summarized below:

1. **Property Management and Administration**, including oversight of all operations; coordination of any subcontractors; regularly inspecting all Facilities and systems; acting as a liaison with stakeholders and the public (including the HPS Phase 1 Homeowners Association and utility easement holders within open spaces); approving and issuing permits for events when requested; responding to requests for service; submitting periodic reports to OCII, including but not limited to, monthly invoices, monthly management reports and weekly certified payroll reports (refer to **Exhibit 4, Reporting Requirements**); and performing all related administrative duties.
2. **Landscape, Open Space and Streetscape Maintenance**, including landscapes, paving, site furnishings, trees and plantings, irrigation systems, public artworks, subdrains, litter removal and pest management. This includes maintenance of open space with low maintenance requirements.
3. **Site Office Building and Janitorial Maintenance**, including litter control, trash and graffiti removal, and Site Office Building Maintenance—janitorial services, inspection and maintenance of the building interior and exterior and building systems.
4. **Capital Facilities Repairs**, including advising OCII on major structural repairs, alterations or replacement; contracting, overseeing and ensuring performance of the work; and removal of any hazards upon discovery.
5. **As Needed Services**, including attendance at public meetings and inspection of newly constructed Facilities.

The Scope of Services will be incorporated into the Contract. A sample contract is shown in **Attachment 11: Form of Personal Services Contract**.

The Contractor shall operate the Facilities pursuant to the Hunters Point Shipyard Phase 1, Hunters Point Shipyard Phase 2, Candlestick Point Park Rules and Regulations, as adopted by the Successor Agency Commission Resolution No. 18-2017 on May 16, 2017, additional rules modifications as approved by the OCII Executive Director, and any approved in the future (“Park Rules and Regulations”), attached hereto as **Exhibit 5, Park Rules and Regulations**.

Refer to **Exhibits 6a, b and c** for specific information on public art conservation and maintenance, slope and drainage maintenance, and best management practices. **Exhibit 7, Site Office Building Systems Manual**, includes information necessary for the maintenance of the Site Office Building.

V. TERM, BUDGET AND COMPENSATION

The Contract term will be three years, with one additional three-year extension at OCII's sole discretion, for a total term not to exceed six years. OCII will have the right to terminate the Contract with cause, or without cause upon proper notice.

As noted in Section VII: Selection Process and Criteria, one criteria for Bidder selection will be the strength of the Budget Proposal. Proposals with lower budgets will receive a higher score on that criteria.

OCII will make payments for the Contractor's work on the basis of actual work performed, at rates and prices set in the Contract. Bidders shall propose a budget using **Attachment 1: Budget Proposal Form**.

Bidder's Attention: The Budget will include a seven percent (7%) management fee to be charged on top of all operating costs to provide for the Contractor's profit for managing the contract. A management fee is charged because the budget should not include a mark-up on personnel costs, administration, subcontractors, or other costs. The management fee is calculated as a percentage of the operating budget. A 7% management fee is within the industry standard for similar projects.

Please note, compensation to the Contractor under this contract will be determined in the following manner. A specific management fee in dollars will be determined during Contract negotiations for the first year of the contract for all Facilities. At contract commencement, however, the management fee will be prorated based on the Facilities ready to be serviced. The fee will be adjusted and increased as Facilities are added to the Scope of Services. In addition, the management fee paid to the Contractor in subsequent years will be the management fee (determined in dollars) increased annually by either the Consumer Price Index or 3%, whichever is lower.

HPS Development Co., LP, successor in interest to Lennar/BVHP Partners (the "Developer") is constructing the various public Facilities in accordance with timelines mutually established with OCII. As of the Contract effective date, a subset of the Facilities is anticipated to have been completed and accepted by OCII and the remainder of the Facilities will be under construction. Therefore, the commencement of the Contract's Scope of Services will apply to the subset of Facilities then accepted by OCII, and OCII will include additional Facilities in the Contract and Budget as they are accepted, by providing at least 30 days' prior notice to the Contractor ("Notice to Proceed").

VI. THE CONTRACTING TEAM AND ROLE OF PRIME CONTRACTOR

OCII plans to enter into a single contract for the Scope of Services. The Contractor may be a single business, or a team composed of a primary contractor (the “Prime Contractor”) and several subcontractor(s). If the Contractor is a team, the Contract will be between OCII and the Prime Contractor, and the Prime Contractor will be responsible for all obligations below. If the Contractor is a single business, that Contractor will be responsible for all obligations below.

- Contractor must be able to provide the full Scope of Services.
- The Prime Contractor will be solely responsible for managing any subcontractors to provide the full Scope of Services.
- The Prime Contractor will be responsible for serving as the sole contact for OCII and members of the public for all matters related to the Contract, and may not delegate this responsibility to any subcontractor without OCII’s written approval.
- Contractor must comply with OCII’s requirements for Small Business Enterprise (“SBE”) participation (**Attachment 3**), nondiscrimination in contracts and benefits (**Attachment 4**), minimum compensation (**Attachment 5**), healthcare accountability (**Attachment 6**), and insurance (**Section IX.G**), and any other applicable OCII policies.
- A business may serve as the Prime Contractor for only one Proposal.
- Subcontractors are permitted to participate in multiple Proposals and Bidder teams. Prime Contractors may not restrict subcontractors from participating in multiple Proposals or Bidder teams.
- Pursuant to the OCII SBE Program, there is an SBE participation goal of 50% on this Contract, with first consideration to Bayview-Hunters Point SBEs (ZIP codes 94124, 94134, and 94107). OCII strongly encourages Bidders to partner with Bayview-Hunters Point-based SBEs looking to build capacity and gain experience. More information about the SBE Program is provided in **Section IX.A** below.
- In alignment with OCII’s Bayview Hunters Point Employment and Contracting Policy, the contract is subject to a local hiring goal of 50% of employment hours to residents of Bayview Hunters-Point (ZIP codes 94124, 94134, and 94107). More information about the local hiring goal is provided in **Section IX.B** below, in **Attachment 9: Bayview Hunters Point Employment and Contracting Policy**.
- Any subcontracts entered into by the Contractor after commencement of the contract must comply with all provisions of OCII’s Purchasing Policy (**Attachment 10**).

VII. SELECTION PROCESS AND CRITERIA

A. Selection Process

- a) Proposals will be accepted until the deadline shown in **Section II**. See **Section II** for the submittal format, location, and OCII contact person. To be considered, Proposals must meet all requirements of Section II, and must include all submittal requirements in **Section VIII**. Bidders may use the Submittal Checklist (**Attachment 13**) as an aid in preparing the Proposal. Please note that the Submittal Checklist is provided only as an aid, and each Bidder is solely responsible for ensuring that Proposals include all information required in **Section VIII**.
- b) OCII staff will evaluate all submittals for completeness and minimum qualifications.
- c) OCII staff will contact references.
- d) An evaluation panel including but not limited to OCII, City staff, representatives of the Mayor's Hunters Point Shipyard Citizens' Advisory Committee, and other Project stakeholders will evaluate Proposals that meet all requirements and may conduct interviews of some selected Bidders. Interviews are scheduled on the date shown in **Section II.A**. ***This date is subject to change.*** All Bidders should advise OCII staff of availability on this date. Interviews, if held, will be conducted via video conference.
- e) OCII may request further written material regarding qualifications or submittals, both before and after interviews.
- f) OCII staff will present the recommended Proposal to the Hunters Point Shipyard Citizens Advisory Committee for their review.
- g) OCII staff will make a recommendation to the OCII Commission.
- h) The OCII Commission, in its sole discretion, may approve a Personal Services Contract between OCII and the Bidder.
- i) In evaluating Bidders, OCII will not consider public statements on matters of public concern that are protected under the First Amendment to the United States Constitution and are unrelated to the contract.

B. Selection Criteria

OCII will not consider any Proposal which does not meet all of the following criteria:

- 1. Ability to comply with OCII policies for small business enterprise participation, nondiscrimination in contracts and benefits, minimum compensation, healthcare accountability, as evidenced by submitting completed copies of:

- **Attachment 3: Small Business Enterprise Agreement,**
 - **Attachment 4: Declaration of Nondiscrimination in Contracts and Benefits,**
 - **Attachment 5: Minimum Compensation Policy Declaration, and**
 - **Attachment 6: Health Care Accountability Policy Declaration.**
2. Ability to satisfy OCII's insurance and indemnification requirements (see **Section IX.G** below), as evidenced by submitting a completed copy of **Attachment 8: Statement of Compliance with Agency Policies and Certification of Bidder.**

Proposals that meet the requirements above will be evaluated and scored using the following criteria:

Criteria	Maximum points
a) Strength of the Budget Proposal.	25
b) Participation by SBEs on the Bidder team, with first consideration to Bayview-Hunters Point-based SBEs (ZIP codes 94124, 94134, and 94107), second consideration to San Francisco-based SBEs, and third consideration to non-San Francisco-based SBEs.	15
c) Strength of the Bidder's Hiring Plan (see Submittal Requirement VIII.7 below).	10
d) Responsiveness and approach to Scope of Services.	10
e) Bidder's qualifications and experience in providing landscape, structural and hardscape maintenance services similar to those required to perform in the Scope of Services.	15
f) Bidder's qualifications and experience in providing building maintenance and janitorial services similar to those required to perform in the Scope of Services.	10
g) Bidder's qualifications and experience in providing Facilities Management and Administration services similar to those required to perform in Scope of Services.	15
Maximum total points	100

VIII. SUBMITTAL REQUIREMENTS

Proposals should be as simple and concise as possible. Proposals must contain all of the following information.

The following items must be completed only once for the contracting team. Do not complete separately for each team member.

- (1) Cover Letter: A letter of no more than two (2) pages which describes the Bidder or Team, the role of each business in the Team, and the most important features of the Proposal.
- (2) Contracting Team: A list identifying the managing Prime Contractor and all subcontractors, with business name, contact person, address, telephone and facsimile numbers, and e-mail address. Identify which members of the Team are Small Business Enterprises, as defined in **Attachment 3: Small Business Enterprise Agreement**.
- (3) Budget Proposal: Complete the Budget Proposal (**Attachment 1**).
- (4) List of Relevant Experience: Using **Attachment 2: Relevant Experience Form**, provide current and recent contracts during the past five years. ***Complete separately for each business on the team.***
- (5) Management and Staffing Structure: A description of management and staffing, with key employees and their responsibilities; resumes for key employees including any relevant qualifications, experience, professional licenses and designations; and an organization chart illustrating the organization structure. *Bidders must notify OCII in writing within ten days of any change in the employment status of key employees.*
- (6) Proposed Approach: A narrative of not more than two (2) pages describing the Bidder or Team's proposed approach to providing each section of the Scope of Services, as set forth in **Exhibit 1**.
- (7) Hiring Plan: A narrative no longer than one (1) page describing Bidder's proposed plan for meeting or exceeding OCII's local workforce hiring goal (50% of hours worked by local residents, with first preference to residents of ZIP codes 94124, 94134, and 94107). For details on the local workforce hiring goal, see the Bayview Hunters Point Employment and Contracting Policy (**Attachment 9**).
- (8) Bank Letter of Good Standing: A letter of good standing from the Prime Contractor's bank, on bank letterhead, indicating the length of time Prime Contractor has held an account and confirmation of any outstanding loans or credit cards. Clearly mark the letter "CONFIDENTIAL". OCII will make a good faith effort to keep the letter confidential, but cannot guarantee its confidentiality.

The following items must be completed for the Prime Contractor only. Subcontractors do not need to complete these items.

- (9) A signed Small Business Enterprise Agreement (**Attachment 3**) and Subconsultant Participation Form (**Attachment 3a**) listing Bidder's SBE

subcontractor(s) to evidence ability to meet OCII's SBE participation goal of 50%.

- (10) A signed Declaration of Nondiscrimination in Contracts and Benefits (**Attachment 4**).
- (11) A signed Statement of Compliance with OCII Policies & Certification of Bidder (**Attachment 8**).

The following items must be completed by the Prime Contractor *and every subcontractor on the Bidder's team.*

- (12) A signed Minimum Compensation Policy Declaration (**Attachment 5**).
- (13) A signed Health Care Accountability Declaration (**Attachment 6**).
- (14) Complete responses to all questions in the Disclosure Questionnaire (**Attachment 7**).

One electronic copy of the Proposal and all required submittal elements must be submitted no later than the deadline shown in Section II.A above. Deliver proposals via email with subject **"HPS1 Parks Management RFP"** to the email listed below:

Attn: Marie Munson
Office of Community Investment and Infrastructure (OCII)
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Telephone: 415-749-2415
marie.munson@sfgov.org

A submittal checklist is provided as **Attachment 13** to assist Bidders. Please note that the checklist is merely an aid, and each Bidder is solely responsible for submitting all information requested in Section VIII. Submittal Requirements, even if it does not appear on the Checklist.

OCII will disqualify from consideration any Proposal received lacking all or part of any required submittal element.

Submittals must be delivered electronically. Submittals delivered by hand or facsimile will not be considered. Bidders may submit a Proposal at any time prior to the submittal deadline.

IX. AGREEMENT TO COMPLY WITH AGENCY POLICIES

Each Bidder shall acknowledge receipt and understanding of the following OCII contracting requirements and policies and state its ability and willingness to comply with each of them:

A. Small Business Enterprise Program

OCII has a long history of promoting equal opportunity in contracting and workforce employment among professional services consultants and contractors performing work on OCII contracts. Through a comprehensive and robust Equal Opportunity Program (“EOP”), OCII administers various policies and related programs requiring consultants to provide benefits to economically disadvantaged communities and local residents. These policies and programs include Nondiscrimination in Contracts and Benefits, Minimum Compensation Policy, Health Care Accountability Policy (“HCAP”), and Small Business Enterprise (“SBE”) Program. Further information about these policies and programs are described in **Attachments 3 through 6** and **Section IX** of this RFP.

Pursuant to the OCII SBE Program, there is an SBE participation goal of 50% on this contract. Bidders shall meet this goal or demonstrate good faith efforts to meet the goal by identifying, in its proposal, its small business team members and their scopes of work. OCII strongly encourages Bidders to create joint ventures (“JV”) or similar partnership relationships (“Associations”) with San Francisco-based SBEs looking to build capacity and gain experience. For instance, Bidders are encouraged to create JVs or Associations between property management businesses and landscape maintenance businesses in response to this RFP. OCII will recognize JVs and Associations between a non-SBE business and an SBE business where the SBE partner performs at least 35% of the work defined in a JV or Association agreement and receives a proportionate share of the dollars to be earned by the JV or Association. Under this arrangement, OCII will deem the JV or Association to be an SBE for the purposes of meeting the SBE goal.

Furthermore, the OCII SBE Program provides first consideration in awarding contracts in the following order: (1) Project Area SBEs, (2) Local SBEs (outside an OCII redevelopment project or survey area, but within San Francisco), and (3) all other SBEs (outside of San Francisco). Non-local SBEs should be used to satisfy the participation goal only if Project Area SBEs or Local SBEs are neither available nor qualified, or if their bids or fees are significantly higher than those of non-local SBEs. Further information on the criteria for determining SBE eligibility and program requirements is located in **Attachment 3**. For any questions, please contact Yvonne Kyrimis, OCII Contract Compliance, at yvonne.kyrimis@sfgov.org.

B. Bayview Hunters Point Employment and Contracting Policy

This project is subject to the Bayview Hunters Point Employment and Contracting Policy, which establishes a 50% local construction workforce hiring goal. The policy, adopted in 2007, was designed to ensure that employment and other economic opportunities presented

through development benefit persons in the Bayview Hunters Point Redevelopment Project Area, including residents in the 94124, 94134 and 94107 ZIP codes, to the greatest extent feasible. For more information about the Bayview Hunters Point Employment and Contracting Policy, please refer to **Attachment 9: Bayview Hunters Point Employment and Contracting Policy**.

C. Bidder's Duty of Loyalty

Bidder for itself and its subcontractors, if any, agrees to abide by OCII's duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of OCII's Personnel Policy and which states in part the following: "Unless approved in advance in writing by the OCII, no present or former employee, Commissioner or consultant of the OCII shall knowingly act for anyone other than the OCII in connection with any particular matter in which the OCII is a party, or has a direct and substantial interest, and in which he or she participated personally and substantially as an OCII employee, Commissioner or consultant whether through decisions, recommendations, advice, investigation or otherwise. Violation of this section by a present employee, consultant or Commissioner may, in the case of an employee or consultant, be grounds for discharge or termination of the consultant contract, and in the case of a Commissioner, be considered misconduct in office pursuant of California Health and Safety Code Section 33115."

D. Limitations on Contributions

Bidder acknowledges that it is familiar with section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with OCII for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) the Mayor or members of the Board of Supervisors, (2) a candidate for Mayor or Board of Supervisors, or (3) a committee controlled by such office holder or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Bidder acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Bidder further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Bidder's board of directors; Bidder's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Bidder; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Bidder. Additionally, Bidder acknowledges that Bidder must inform each of the persons described in the preceding sentence of the prohibitions contained in section 1.126.

Finally, Bidder agrees to provide to OCII the names of each member of Bidder's board of directors; Bidder's chairperson, chief executive officer, chief financial officer and chief

operating officer; any person with an ownership interest of more than 20 percent in Bidder; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Bidder.

E. Nondiscrimination in Contracts and Benefits

OCII has established a policy prohibiting discrimination in contracting, which includes a prohibition on discrimination in providing benefits between employees with spouses and employees with domestic partners.

The Bidder shall complete **Attachment 4: Declaration of Nondiscrimination in Contracts and Benefits**. Entities that have received certification from the San Francisco Human Rights Commission regarding their compliance with the Equal Benefits Ordinance of the City and County of San Francisco will be deemed in compliance with OCII's policy. For further information, see instructions contained in **Attachment 4** or contact OCII's Contract Compliance Department at 415-749-2400.

F. Minimum Compensation Policy and Health Care Accountability Policy

OCII has adopted a Minimum Compensation Policy ("MCP") for all contractors under personal services contracts that require the payment of a minimum level of compensation to employees (**Attachment 5**). In addition, the Health Care Accountability Policy ("HCAP") requires that contractors offer certain health plan benefits to their employees or participate in a health benefits program developed by the City's Department of Public Health, or make a payment in lieu of such benefits to the City's Department of Public Health (**Attachment 6**).

The Bidder shall submit a completed MCP Declaration Form and HCAP Declaration Form. If the Bidder is a contracting team, separate MCP Declaration Forms and HCAP Declaration Forms must be submitted for the Prime Contractor and each subcontractor.

G. Insurance

The Contractor must procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under the OCII contract by the Contractor, its agents, representatives, employees or subcontractors.

Unless otherwise approved by OCII, the Contractor must maintain insurance with an insurance company that has an A.M. Best rating of A:VII with the following coverages and limits:

- General Liability: \$5,000,000 per occurrence;
- Automobile Liability: \$5,000,000 per accident for bodily injury and property damage;

- Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per person and in the annual aggregate for bodily injury by disease. (Required only if Contractor has employees); and
- Fidelity Bond or other form of Commercial Crime insurance for \$100,000.
- Policies may not have an exclusion for sexual misconduct liability.

The insurance requirements may be modified by OCII's Risk Manager in his/her sole discretion.

H. Indemnity

The Contractor shall defend, hold harmless and indemnify OCII, the City and County of San Francisco, and their respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of the OCII contract and any of the Contractor's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.

I. Disclosure Questions

Each consultant shall Complete **Attachment 7: Disclosure Questionnaire**, and submit the completed form as part of its Proposal.

J. Certification of Bidder

The Contractor shall certify under penalty of perjury under the laws of the State of California that all the information provided in the Proposal is true and correct (**Attachment 8**).

X. ADDITIONAL TERMS AND CONDITIONS

A. Personal Services Contract

The Contractor will be required to enter into a Personal Services Contract with OCII (see **Attachment 11**). The Contractor will be required to comply with all of the provisions of the Personal Services Contract, including but not limited to OCII's policies and provisions regarding indemnification, insurance, small business enterprise requirements, and non-discrimination in employee benefits and hiring.

B. Contractor Expenses

Bidders responding to this RFP do so at their own expense. OCII will not consider any Bidder costs related to this RFP or to negotiating a Personal Services Contract as reimbursable or as eligible costs under the contract.

C. OCII Right to Modify or Suspend RFP

OCII, through its Executive Director, reserves the right at any time and from time to time, and for its own convenience, in its sole and absolute discretion, to modify or suspend any and all aspects of the selection process, including, but not limited to this RFP, and all or any portion of the contractor selection process in or subsequent to the RFP; to obtain further information from any Bidder, to waive any defects as to form or content of the RFP or any other step in the selection process; to reject any and all responses submitted; to reissue the RFP; procure the desired services by any other means or not proceed in procuring the services; to negotiate with any, all, or none of the respondents to this RFP as to fees, scope of services, or any other aspect of the RFP or services; to negotiate and modify any and all terms of an agreement; and to accept or reject any Bidder for entry into a Personal Services Contract.

D. Claims Against OCII

Should an actual or potential proposer object on any ground to any provision or requirement of this RFP, that person or entity must, not more than ten calendar days after this RFP is issued, provide written notice to OCII setting forth with specificity the grounds for the objection. The failure of a potential proposer to object as set forth above shall constitute a complete and irrevocable waiver of any such objection.

Each Bidder by responding to this RFP, waives any claim, liability or expense whatsoever against OCII and its respective officers, commissioners, employees and agents by reason of any or all of the following: any aspect of this RFP, the selection process or any part thereof, any informalities or defects in the selection process, the failure to enter into any agreement, any statements, representations, acts or omissions of OCII, the exercise of any discretion set forth or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

E. Term of Proposal

Submittal of a proposal signifies that the proposed services and budget are valid for 120 calendar days from the proposal due date and that the prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Prevailing wages

Bidders are advised that parts of the Scope of Services, including but not limited to landscape maintenance, are subject to prevailing wage rate payment pursuant to Section 1771 of the California Labor Code. By submitting Proposals, Bidders agree to comply with applicable provisions of the Labor Code.

G. Licensing

Bidders are advised that to enter a contract to perform the Scope of Services, they will be required to possess and continuously maintain appropriate licenses for the Scope of Services and ensure its subcontractors maintain the same. These licenses shall include a valid contractor's license, if required.



**Attachments to the RFP for Agenda Item No. 8(b)
Meeting of June 1, 2021**

Attachments:

- Attachment 1: [Budget Proposal Form](#)
- Attachment 2: [Relevant Experience Form](#)
- Attachment 3: [Small Business Agreement](#)
- Attachment 3a: [Subconsultant Participation Form](#)
- Attachment 4: [Declaration of Nondiscrimination in Contracts and Benefits](#)
- Attachment 4a: [Instructions for Nondiscrimination in Contracts and Benefits](#)
- Attachment 5: [Minimum Compensation Policy Declaration](#)
- Attachment 6: [Declaration of Health Care Accountability](#)
- Attachment 7: [Disclosure Questionnaire](#)
- Attachment 8: [Statement of Compliance with Agency Policies & Certification of Bidder](#)
- Attachment 9: [Bayview Hunters Point Employment and Contracting Policy](#)
- Attachment 10: [OCII Purchasing Policy](#)
- Attachment 11: [Form of Personal Services Contract](#)
- Attachment 12: [RFP Registration Form](#)
- Attachment 13: [Submittal Checklist Sheet](#)



**Exhibits to the RFP for Agenda Item No. 8(b)
Meeting of June 1, 2021**

Exhibits:

- Exhibit 1: [Scope of Services](#)
- Exhibit 2: [Facilities Map](#)
- Exhibit 3a: [Hillpoint Park and Innes Court Park Plans – Part I](#)
[Hillpoint Park and Innes Court Park Plans – Part II](#)
- Exhibit 3b: [Pocket Parks 9-14 Plans – Part I](#)
[Pocket Parks 9-14 Plans – Part II](#)
- Exhibit 3c: [Pocket Parks 15-16 Plans](#)
- Exhibit 3d: [Galvez Overlook Coleman Promenade Plans](#)
- Exhibit 3e: [Site Office Building Plans – Part I](#)
[Site Office Building Plans – Part II](#)
- Exhibit 3f: [Storehouse Plaza Plans](#)
- Exhibit 3g: [Hilltop Streetscape Plans – Part I](#)
[Hilltop Streetscape Plans – Part II](#)
- Exhibit 3h: [Subdrain Plans](#)
- Exhibit 4: [Reporting Requirements and Deliverables](#)
- Exhibit 5: [Park Rules and Regulations](#)
- Exhibit 6a: [Public Art Conservation and Maintenance Report](#)
- Exhibit 6b: [Slope and Drainage Maintenance Guidelines](#)
- Exhibit 6c: [BMP Locations and Maintenance Checklist](#)
- Exhibit 7: [Site Office Building Systems Manual – Part I](#)
[Site Office Building Systems Manual – Part II](#)
[Site Office Building Systems Manual – Part III](#)
[Site Office Building Systems Manual – Part IV](#)