



108-0172023-002

Agenda Item **No. 8(a)**
Meeting September 5, 2023

INFORMATIONAL MEMORANDUM

TO: Commission on Community Investment and Infrastructure

FROM: Thor Kaslofsky, Executive Director

SUBJECT: Notice of Intent to Issue a Request for Proposals for Landscape Maintenance and Related Services at Community Facilities District No. 1; Rincon-Point South Beach Redevelopment Project Area

EXECUTIVE SUMMARY

Staff intends to issue a Request for Proposals (“RFP”) to provide landscape maintenance and related services (“Maintenance Services”) at various locations within Community Facilities District No. 1 (“CFD 1” or District”), which lies within the former Rincon Point-South Beach Redevelopment Project Area. See Attachment 1 for the locations of the plazas and streetscapes (“Facilities”) that are maintained in the District.

OCII’s CFD obligations and receipt of special tax assessments survived the dissolution of the Redevelopment Agency in 2012 and the expiration of the Project Area in 2021. The Maintenance Services will be funded by revenues from CFD 1. OCII is the administrator of CFD 1 and is responsible for the Maintenance Services of the specified Facilities. Assuming no objections from the Commission, staff will issue the RFP on September 6, 2023, and return to the Commission with a recommended Contractor on December 5, 2023. A copy of the RFP, which includes the contractor selection timeline, is attached (see Attachment 2). This memorandum is to advise the Commission of the planned RFP.

DISCUSSION

Background

In 1988, the former San Francisco Redevelopment Agency established CFD 1 to fund construction and maintenance of the Facilities (See Attachment 1) in accordance with the Mello-Roos Community Facilities Act of 1982. OCII acts as the administrator of CFD 1 and receives the special tax assessments authorized by the landowner electors when the CFD was formed for the purpose of maintaining certain public improvements. OCII currently contracts with Forster & Kroeger Landscape Maintenance, Inc. (“Forster & Kroeger”) for Maintenance Services.

London N. Breed
MAYOR

Thor Kaslofsky
EXECUTIVE DIRECTOR

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CHAIR

Vanessa Aquino
Tamsen Drew
Dr. Carolyn Ransom-Scott
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Facilities

The Facilities include four “Plazas”—landscaped areas intended for passive recreation, typically located at the terminus of a street right of way, and including walkways, grassy areas, concrete seating areas, wood benches, irrigation, lighting and pavers. The Plaza landscaping includes trees, lawn cover, ground cover, shrubs and annual plants. The “Streetscapes” feature street trees and their tree wells, distinct areas of cobblestone and/or decorative paving/concrete installations and bollards within or adjacent to the sidewalk, and parking barriers with trees and/or bollards within the street right of way.

Plazas

- Townsend Plaza, located between Townsend Street and the Embarcadero in front of the South Beach Marina Apartments
- First Plaza, located between the Embarcadero and the southeast terminus of Delancey Street
- Brannon/Beale Plaza, located between Brannan Street, the Embarcadero, the southeast terminus of Beale Street and the back of the sidewalk along the Bayside Village Apartments
- Bryant Plaza, located at the corner of Delancey Street and Bryant Street

Streetscapes

- Colin P. Kelly Jr. Street from Townsend to Brannan Streets (both sides of Colin P. Kelly Jr.)
- Delancey Street from The Embarcadero to Bryant Street (both sides of Delancey)
- Beale Street from The Embarcadero to Bryant Street (both sides of Beale)
- Townsend Street from The Embarcadero to Second Street (north side of Townsend)
- Bryant Street from Delancey to Beale Streets (both sides of Bryant)
- Federal Street from Delancey to Rincon Streets (both sides of Federal)
- Brannan Street from Delancey Street to The Embarcadero (both sides of Brannan)

Maintenance Services to be Provided in Contract

Recurring Maintenance and Ordinary Repairs

Landscape maintenance, ordinary repairs and related services to be provided by selected contractor include landscaping maintenance and replacement; irrigation and lighting systems maintenance and repair; trash and litter removal; pest control; bollard, paver, and cobblestone re-setting, re-leveling and maintenance; plaza furniture maintenance; graffiti removal; and capital repairs as needed.

Reserve Budget Estimate

Contractor will prepare an estimated annual reserve budget necessary to address long-term repair/replacement work for the Facilities.

Administration of As Needed Repair/Replacement Services

For as needed repair/replacement services that cannot be resolved in the course of recurring maintenance services and the cost exceeds \$5,000, the Contractor will advise OCII of the need for repair, prepare a scope of work and not-to-exceed estimate to be reviewed by OCII, administer a bid for the work in compliance with the applicable public contracting requirements, accept the bid, execute the contract, and oversee the work to completion.

Administration of One-Time Deferred Maintenance and Repairs

Staff have identified one-time deferred maintenance and repairs in the Facilities. These may include replanting of trees in empty tree wells, resetting/releveling/replacement of cobblestones sections, stabilization or replacement of damaged bollards, revitalization of Plaza benches, addressing areas of failing turf, and assessments for potentially upgrading the electrical system and irrigation system. As with As Needed Repairs, the Contractor will prepare a scope of work and not-to-exceed estimate to be reviewed by OCII, administer a bid for the work in compliance with the applicable public contracting requirements, accept the bid, execute the contract, and oversee the work to completion.

Request for Proposals

In accordance with the Successor Agency's Purchasing Policy and Procedures, OCII staff has prepared an RFP for landscape maintenance and related services for CFD 1 and intends to issue the RFP on September 6, 2023. The RFP's timeline is presented in the table below:

RFP available online	September 6, 2023
Pre-submittal Meeting	September 21, 2023
Submission deadline for Proposals	October 6, 2023
Applicant interviews	October 13, 2023
OCII Commission consideration	December 5, 2023

Workforce and Contracting Goals

The Contractor providing the RFP Services must comply with the OCII Small Business Enterprise Policy, which establishes good faith 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
- Small Business Enterprise participation: A goal of fifty percent (50%) of contract dollars awarded to Small Business Enterprises (SBEs)

To facilitate selection of a vendor that supports OCII's workforce participation and SBE participation goals, OCII staff will advertise on OCII's website, the City's "Bids and Contracts" section of its website, and the Small Business Exchange. Extensive notification of the RFP will be provided to contractors, including Small Business Enterprises and minority-owned and woman-owned contractors. Additionally, RFP announcements will be emailed to landscape maintenance firms registered as SBEs with the City.

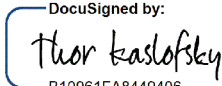
The contract with Forster & Kroeger expires on October 31, 2023. Staff will return to the Commission in early October to extend the current contract to allow sufficient time for a thorough RFP process, including an extensive outreach to SBEs.

Timing

Staff anticipates recommending a contractor for Commission consideration at its December 5, 2023 meeting. Upon Commission authorization, the selected contractor will enter into a personal services contract with the Successor Agency for a three-year term, with one three-year extension option, at the Executive Director's sole discretion.

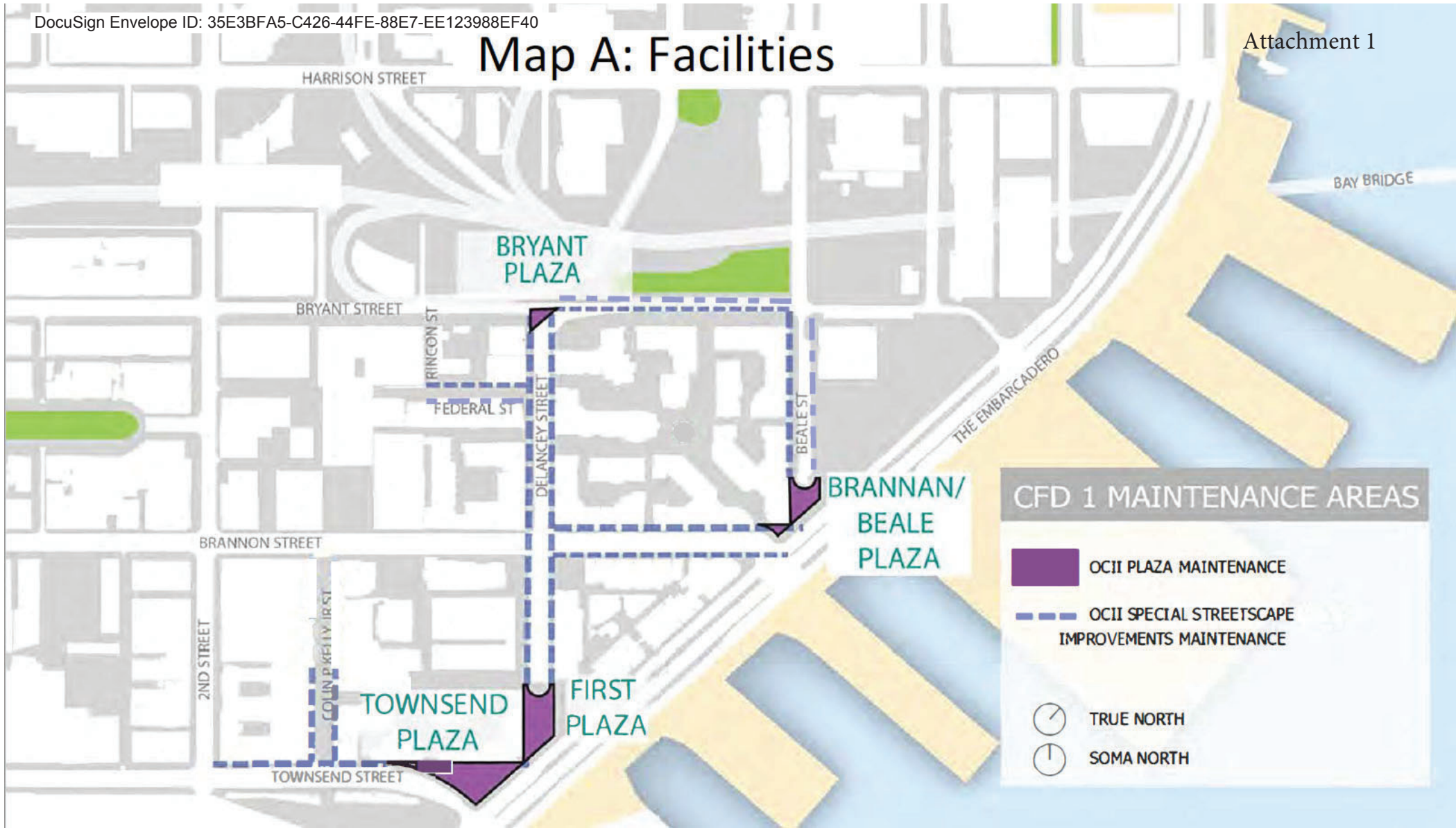
If the Commission does not object, staff will proceed with the RFP issuance and selection process outlined above.

(Originated by Marie Munson, Senior Development Specialist)

DocuSigned by:

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Thor Kaslofsky
Executive Director

Attachment 1	Map of CFD 1 Facilities
Attachment 2	Proposed Request for Proposals

Map A: Facilities





**OFFICE OF COMMUNITY INVESTMENT
AND INFRASTRUCTURE**

Successor Agency to the San Francisco Redevelopment Agency

REQUEST FOR PROPOSALS

Plaza and Streetscapes Maintenance and Related Services

Community Facilities District No. 1

RFP Available

Wednesday, September 6, 2023; 5:00 PM

Pre-Submittal Meeting

Thursday, September 21, 2023; 10:00 AM

Site Tour

Tuesday, September 26, 2023; 11:00 AM

Deadline for Submittal

Friday, October 6, 2023; 5:00 PM

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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MAP AND ATTACHMENTS
(available through the links below)

Map

Map A [CFD 1 Facilities](#)

Attachments

Attachment 1 [Scope of Services](#)

Attachment 2 [RFP Registration Form](#)

Attachment 3 [Submittal Checklist](#)

Attachment 3A [CFD1 Maintenance Budget Worksheet](#)

Attachment 4 [Form of Personal Services Contract](#)

Attachment 5 [Small Business Enterprise Agreement](#)

Attachment 6 [Nondiscrimination in Contracts and Benefits Declaration](#)

Attachment 6A [Instructions for Nondiscrimination in Contracts and Benefits Declaration](#)

Attachment 7 [Minimum Compensation Policy Declaration](#)

Attachment 8 [Health Care Accountability Policy Declaration](#)

Attachment 9 [Labor Standards](#)

Attachment 10 [Disclosure Questionnaire](#)

Attachment 11 [Statement of Compliance with Agency Policies and Certification of Bidder](#)

REQUEST FOR PROPOSALS CFD 1 PARKS AND STREETSCAPE MAINTENANCE

I. SUMMARY

The Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly referred to as the Office of Community Investment and Infrastructure or “OCII”), in its capacity as the administrator of San Francisco Redevelopment Agency Community Facilities District No. 1 (“**CFD 1**”), is issuing this request for proposals (“**RFP**”) from qualified contractors or teams to provide streetscape and parks maintenance, repair, operations and related services in four public plazas and approximately four blocks of streetscape segments located in CFD 1 (as identified in more detail in Map A, the “**Facilities**”).

This RFP is being prepared and will be awarded in accordance with the OCII Purchasing Policy dated November 5, 2011.

All respondents to this RFP must submit a proposal for the following services, each as described in greater detail in **Attachment 1, Scope of Services**: (1) recurring maintenance services for the Facilities (including operations, ordinary repair and maintenance of the Facilities), together with a monthly budget for these services (“**Recurring Maintenance Services**”); (2) preparing an estimate for annual reserve budget to address unforeseen repair/replacement work for the Facilities, together with a basis for this estimate (“**Reserve Budget Estimate**”), (3) as it arises, assess needs for unforeseen repair/replacement work, and administer lowest responsive bid to perform needed repair/replacement work (“**As-Needed Services Administration**”), and (4) prepare plans, a not-to-exceed budget and a schedule to complete specific, one-time capital repairs to the Facilities, and thereafter administer a bidding process for the work and thereafter supervise the work until completion (“**Capital Repairs Administration**”). In addition to covering the requested services, all proposals must be consistent with the requirements of this RFP (as described, a “**Proposal**”). OCII will enter into a Personal Services Contract (“**Contract**”) with the selected bidder (“**Contractor**”) to provide the specified services.

OCII staff will conduct interviews, accept questions from bidders, and email responses to registered bidders and post them on OCII’s website, and evaluate Proposals using the selection criteria detailed in Section VI, below. OCII staff will recommend the Contractor to the Successor Agency Commission (“**Commission**”) for consideration of a Contract, an example of which is shown in **Attachment 4, Form of Personal Services Contract**.

The initial term of the Contract is anticipated to be three years with an OCII option to extend the Contract for one additional three-year term, for a total Contract term not to exceed six years. The Commission will consider approval of the Contract on Tuesday, December 5, 2023. The selected Contractor and the OCII Executive Director will execute the Contract and services will begin on January 1, 2024.

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

II. IMPORTANT DATES AND SUBMITTAL PROCESS

A. Deadline and Important Dates*

RFP available at www.sfocii.org	5:00 PM, Wednesday, September 6, 2023
Bidder Registration	5:00 PM, Friday, September 15, 2023
Pre-submittal Meeting	10:00 AM, Thursday, September 21, 2023
Site Tour. Meet in front of 800 Embarcadero (South Beach Cafe) on the Embarcadero at Townsend	11: 00 AM, Tuesday, September 26, 2023
Deadline for questions and requests for additional information	5:00 PM, Friday, September 29, 2023
Deadline for submittal deadline for Proposals	5:00 PM, Friday, October 6, 2023
Bidder interviews	Friday, October 13, 2023
OCII Commission consideration of Contract	1:00 PM, Tuesday, December 5, 2023

**Dates subject to change*

B. Pre-Submittal Meeting and Site Tour (Mandatory)

At the Pre-Submittal Meeting on September 21, 2023, 10:00 AM, OCII staff will provide an overview of the Facilities, the Scope of Services and respond to questions.

For the Site Tour, interested bidders and OCII staff will meet in front of the South Beach Café at the corner of Townsend Street and the Embarcadero, San Francisco, California, at 11:00 AM on September 26, 2023 to walk the Facilities.

Attendance at these meetings is mandatory.

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 September 29, 2023. 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 RFP addenda (if any), responses to written questions (if any), and additional information will be distributed to registered RFP holders no later than October 2, 2023. OCII reserves the sole right to determine the 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 2, 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 RFP addenda (if any) and responses to written questions (if any). Addenda and other updates to the RFP will also be posted online at <http://www.sfcii.org>.

E. Submittal Format and Contact

All bidders must submit a complete electronic copy of their proposal to Marie Munson at the email address provided in Section II.C above no later than October 6, 2023. If Bidder does not have the capability to submit a proposal digitally via email, please email Marie Munson before the due date. Bidders may submit a Proposal at any time prior to the submittal deadline. Proposals submitted after the submittal deadline will not be accepted.

OCII will disqualify from consideration any Proposal received lacking all or part of any required submittal element. Bidders may use **Attachment 3, Submittal Checklist**, 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 its Proposal includes all information required in this Request for Proposal, even if it does not appear on the Checklist.

III. BACKGROUND

A. Community Facilities District No. 1 (CFD 1)

The former San Francisco Redevelopment Agency established CFD 1 in 1988 by Resolution Nos. 186-88 through 191-88 pursuant to the Mello-Roos Community Facilities Act of 1982. The district was established to fund construction and maintenance of certain improvements in the South Beach sub-area of the Rincon Point-South Beach Redevelopment Project Area including maintenance of four public plazas and certain streetscape improvements. OCII acts as the administrator of CFD 1 on behalf of the CFD 1 property owners.

B. Facilities

The Facilities consist of four public plazas (including landscaping and irrigation, furniture such as benches and garbage cans, lighting, and hardscape such as planters, paving and bollards), and streetscape improvements in approximately four blocks of public streets. Refer to Map A, Facilities, for their location.

OCII staff seek a contractor who possesses a C-27 landscaping contractor license and other applicable contracting licenses (or, where permissible, comparable experience) to perform the **Attachment 1, Scope of Services**.

IV. SCOPE OF SERVICES

The Scope of Services includes four categories of work: Recurring Maintenance Services, Reserve Budget Estimate, As-Needed Services Administration, and Capital Repairs Administration, as detailed in **Attachment 1, Scope of Services**, and generally described as follows:

A. Recurring Maintenance Services

These services include ordinary, recurring maintenance and repair of the Facilities, including (i) landscaping of trees and other plantings, overseeing irrigation, and integrated pest management; (ii) hardscape and site furnishings; (iii) lighting systems and other improvements; and (iv) litter and trash control (emptying of rubbish from bins within plazas) and graffiti abatement. For budgeting purposes, ordinary repairs include activities of up to \$5,000 such as replacing damaged plantings, replacing utility/irrigation control box coverings or broken sprinkler heads, replacing light bulbs or bulb coverings, replacing/regrouting displaced cobbles/pavers,

replacing broken wooden bench slats, or similar ordinary wear-and-tear repairs. Repair activities that would exceed a budget of \$5,000 are considered As-Needed Services (Section IV.C, below).

B. Prepare Reserve Budget Estimate

Based on Contractor's experience with improvements of the Facilities' type and number, prepare an estimated annual reserve budget necessary to address long-term repair/replacement work for the Facilities, together with a basis for this estimate. This budget estimate is intended to be for OCII informational purposes in planning future budgets for the Facilities.

C. As-Needed Services Administration

On an on-going basis, Contractor will assess the need for repair or replacement work to address individual incidents of damaged or deteriorated Facilities. Such repairs/replacements could include removal and replacement of dying or dead trees, repair or replacement of whole segments of irrigation systems or lighting systems, replacement of large sections of pavers/cobblestones or broken/displaced bollards, landscaping or hardscape fixtures unexpectedly damaged. If estimated cost to repair is less than \$5,000, Contractor may submit proposal to perform repairs itself to OCII, which will be reimbursed from OCII's CFD 1 reserve funds. For repairs whose cost exceeds \$5,000, and Contractor and OCII determine that repair or replacement work is necessary, Contractor will be responsible for preparing and administering a bid for the specific work, awarding the bid and supervising the work to completion.

D. Capital Repairs Administration

Contractor will prepare plans, a not-to-exceed budget and a schedule to complete specific, one-time capital repairs to the Facilities, and thereafter administer a bidding process for the work and thereafter supervise the work until completion. Section III of the Scope of Services provides a specific list of Capital Repairs to be performed. Generally, these activities include assessing empty tree wells and replanting (as appropriate) up to 36 trees; repositioning and/or regrouping pavers or cobblestones to alleviate tripping hazards and addressing underlying conditions (soil settlement/tree roots) causing pavers to sink, rise or buckle; realign, repair or replace approximately three bollards; clean and repaint/seal all wooden benches/wooden furniture components in Plazas.

V. TERM, BUDGET AND COMPENSATION

The Contract term will be three years, with one additional three-year extension at OCII's sole discretion. OCII will have the right to terminate the Contract with cause, or without cause upon proper notice.

Bidders must complete Attachment 3A– CFD 1 Budget Estimate for Services worksheet to provide an itemized monthly budget estimate for ordinary, recurring maintenance and repair services to be provided under this Contract.

OCII will make monthly payments for the Contractor's work based on invoices for work performed, at rates set in the Contract.

VI. SELECTION PROCESS AND CRITERIA

A. Selection Process

Complete Proposals must be submitted for consideration prior to 5:00 pm, Friday, October 6, 2023. Section II.E above, establishes the submittal format and OCII contact person to whom Proposals should be submitted, by electronic mail. To be considered, Proposals must meet all requirements of Section II.E and must include all submittal requirements in Section VII, Requirements for Submittal of Proposal, and Section VIII, Agreement to Comply with OCII Policies, below. OCII will review Proposals generally in accordance with the following selection process:

- Prior to the submittal date, OCII will receive questions submitted by bidders. Bidder's questions must be submitted by September 29, 2023, OCII will prepare responses to all questions and send to RFP registrants by electronic mail (if provided) and publish all questions and responses on OCII's website, no later than October 2, 2023 on OCII's website, <https://sfocii.org/rfps-rfqs-bids>.
- An evaluation panel consisting of OCII staff will evaluate all Proposals for completeness, minimum qualifications and compliance with RFP requirements ("complete Proposals").
- OCII may contact the bidders' clients/references.
- OCII may perform site inspections at any time during the selection process, with or without notice to bidders, of properties identified in the proposals as examples of bidder experience.
- For complete Proposals, OCII staff may, in its discretion, determine whether to conduct interviews of bidders. Interviews are scheduled on October 13, 2023, but ***This date is subject to change***. All bidders should

advise OCII staff of availability on this date. Interviews, if held, may be conducted in person or via video conference.

- An evaluation panel consisting of OCII staff will evaluate the Proposals that meet all requirements and may interview some or all of the qualifying bidders (if performed). The evaluation panel will score all responsive Proposals based on the scoring criteria listed in VI.B, below.
- OCII staff will make a recommendation to the Commission based on evaluation of the Proposals, interviews (if held), and reference checks.
- The Commission will approve the selection of the successful bidder.
- OCII will not consider a bidder's public statements on matters of public concern that are protected under the First Amendment to the United States Constitution and unrelated to the contract, in the evaluation and selection of the bidder for the contract.

B. Selection Criteria

OCII will make the selection of the Contractor based on the following factors:

1. Budget proposal (30 points).
2. Qualifications and experience to undertake the Scope of Services (25 points).
3. Compliance, or good faith effort to comply, with the OCII's 50% small business enterprise goal, applicable both to bidder and to any subcontractors included in bidder's Proposal (20 points if primary business location within current or former Project Areas; 15 points if Local SBE (outside current or former Project Areas but within San Francisco), 10 points all other SBEs).
4. Demonstrated ability promptly respond to emergencies, meet deadlines, and ability to evaluate and prioritize maintenance tasks to minimize potential public safety risks (10 points).
5. Demonstrated ability interacting courteously and professionally with the public and other organizations and agencies (5 points).
6. Demonstrated ability to work effectively with diverse populations (5 points).
7. Company-specific Safety Plan and demonstrated good safety record (5 points).

VII. REQUIREMENTS FOR SUBMITTAL OF PROPOSAL

The Proposal must contain all of the following information:

- A. Cover letter of no more than two (2) pages which describes the bidder and the most important features of its Proposal.
- B. Narrative of not more than two pages describing the bidder's proposed approach to providing each of the categories of work in the Scope of Services (Attachment 1), and including a list of all known subcontractors bidder intends to contract with in the course of the Proposal and their status(es) as SBE(s).
- C. Resumé that lists and provides detailed descriptions of work performed in the last five years of a similar or related nature to the subject scope of services ((bidders must have a minimum of five years recent maintenance experience) and provides at least three clients names and contact information which could be used to obtain references.
- D. Budget for each portion of the Scope of Services. Lowest budget will be awarded full points for this criterion. Difference between lowest total budget and next lowest budget will be taken, and percentage difference will be applied to reduce the number of points awarded to the next lowest budget, and so on for all responsive Proposals.
- E. A signed Small Business Enterprise Agreement (**Attachment 5**).
- F. A signed Nondiscrimination in Contracts and Benefits Declaration (**Attachment 6**). (Instructions for the form are included in **Attachment 6A**.)
- G. A signed Minimum Compensation Policy Declaration (**Attachment 7**).
- H. A signed Health Care Accountability Policy Declaration (**Attachment 8**).
- I. A signed Disclosure Questionnaire (**Attachment 10**).
- J. A signed Statement of Compliance with Agency Policies & Certification of Bidder (**Attachment 11**).

VIII. AGREEMENT TO COMPLY WITH OCII 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

Responsive bidders should demonstrate their compliance with, or good faith efforts to comply with, OCII's Small Business Enterprise ("SBE") Program. Points in the selection process will be awarded for compliance with the SBE Program in the following order, as further described in Section VI.B, above: (1) SBEs with primary business location within current or former Redevelopment Project Areas, (2) local SBEs (i.e., with primary business location outside a Redevelopment Project Area, but within San Francisco), and (3) all other SBEs (outside of San Francisco). Non-local SBEs should be used to satisfy participation goals only if Project Area SBEs or Local SBEs are not available, qualified, or if their bids or fees are significantly higher than those

of non-local SBEs. (See **Attachment 5**). The Contractor must make good faith efforts to achieve the goals of the SBE Program, which are 50% SBE participation for professional, personal services, and construction contracts.

SBEs must hold valid certifications. OCII no longer directly certifies SBEs, however OCII will honor firms certified with the City and County of San Francisco as Local Disadvantaged Business Enterprises (LBEs). Similarly, OCII will accept small economically disadvantaged business certifications (SBE, MBE, WBE, DVBE) from the State of California, the Federal government, and any other jurisdiction, so long as the firm meets OCII's SBE size certification standards. OCII will make the final determination on whether a certification meets our SBE Program requirements. Accordingly, OCII may request supporting documentation including previous year's tax returns, and firms should be prepared to provide OCII with any requested documentation.

Further information on the criteria for determining eligibility is located in **Attachment 5**. For any questions, please contact Maria Pecot, of OCII's Contract Compliance Department, at (415) 749-2442.

B. 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 OCII, no present or former employee, Commissioner or consultant of OCII shall knowingly act for anyone other than OCII in connection with any particular matter in which 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."

C. Limitations on Contributions

Through execution of this Agreement, 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, the 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. Additionally, Bidder acknowledges that Bidder must inform each of the persons described in the preceding sentence of the prohibitions contained in section 1.126.

D. 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 and submit Attachment 6. 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 the OCII's policy. For further information, see instructions contained in Attachment 6A or contact Maria Pecot with OCII's Contract Compliance Department at (415) 749-2442.

E. 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 7). 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 8).

The bidder shall either submit a completed MCP Declaration Form and HCAP Declaration Form or state its intent to comply with these OCII policies.

F. Prevailing Wage Policy (Labor Standards)

OCII adopts Prevailing Wage Provisions (hereinafter referred to as "Labor Standards") (**Attachment 9, Labor Standards**) to any and all contracts for construction, alteration,

demolition, installation, repair, or maintenance of public facilities or improvements. 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. Insurance

The selected applicant 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 the OCII, the selected applicant 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: \$2,000,000 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.)
- Professional Liability: \$2,000,000 per occurrence.
- Fidelity Bond or other form of Commercial Crime insurance for \$100,000.
- Policies may not have an exclusion for sexual misconduct liability.

If bidders do not carry insurance meeting the specified requirements, they must seek a valid estimate from their insurer of the cost to increase coverage to comply with the specified requirements and include it in their budget proposal.

Refer to Attachment 4, Form of Personal Services Contract, for more information on insurance. The insurance requirements may be modified by the OCII's Risk Manager in their sole discretion.

H. Indemnity

The selected bidder shall defend, hold harmless and indemnify the Office of Community Investment and Infrastructure and 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 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 Contractor shall complete Disclosure Questions and submit the completed form as part of its Statement of Proposal. The selected bidder shall certify under penalty of perjury under the laws of the State of California that all the information provided in the Disclosure Questionnaire is true and correct (**Attachment 10**).

J. Certification of Bidder

The selected bidder shall certify under penalty of perjury under the laws of the State of California that all the information provided in the Statement of Compliance with Agency Policies and Certification of Applicant is true and correct (**Attachment 11**).

VIII. ADDITIONAL TERMS AND CONDITIONS

The selected bidder will be required to enter into a Personal Services Contract with OCII (**Attachment 4**). The contractor will be required to comply with all 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.

A. Contractor Expenses

Bidders responding to this RFP do so at their own expense. OCII will not consider any contractor costs related to this RFP or to negotiating a Personal Services Contract as reimbursable or as eligible costs under the contract. Should an actual or potential proposer object on any grounds 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.

B. 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 contractor, 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.

C. Claims Against OCII

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.

D. 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 C-27 landscaping contractor license and a contractor's license, if required.

E. Term of Proposal

Submittal of a proposal signifies that the proposed services and prices are valid for 120 calendar days.