



**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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**REQUEST FOR PROPOSALS
CFD 1 PLAZA 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	Wednesday, October 18, 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.sfocii.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 18, 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.

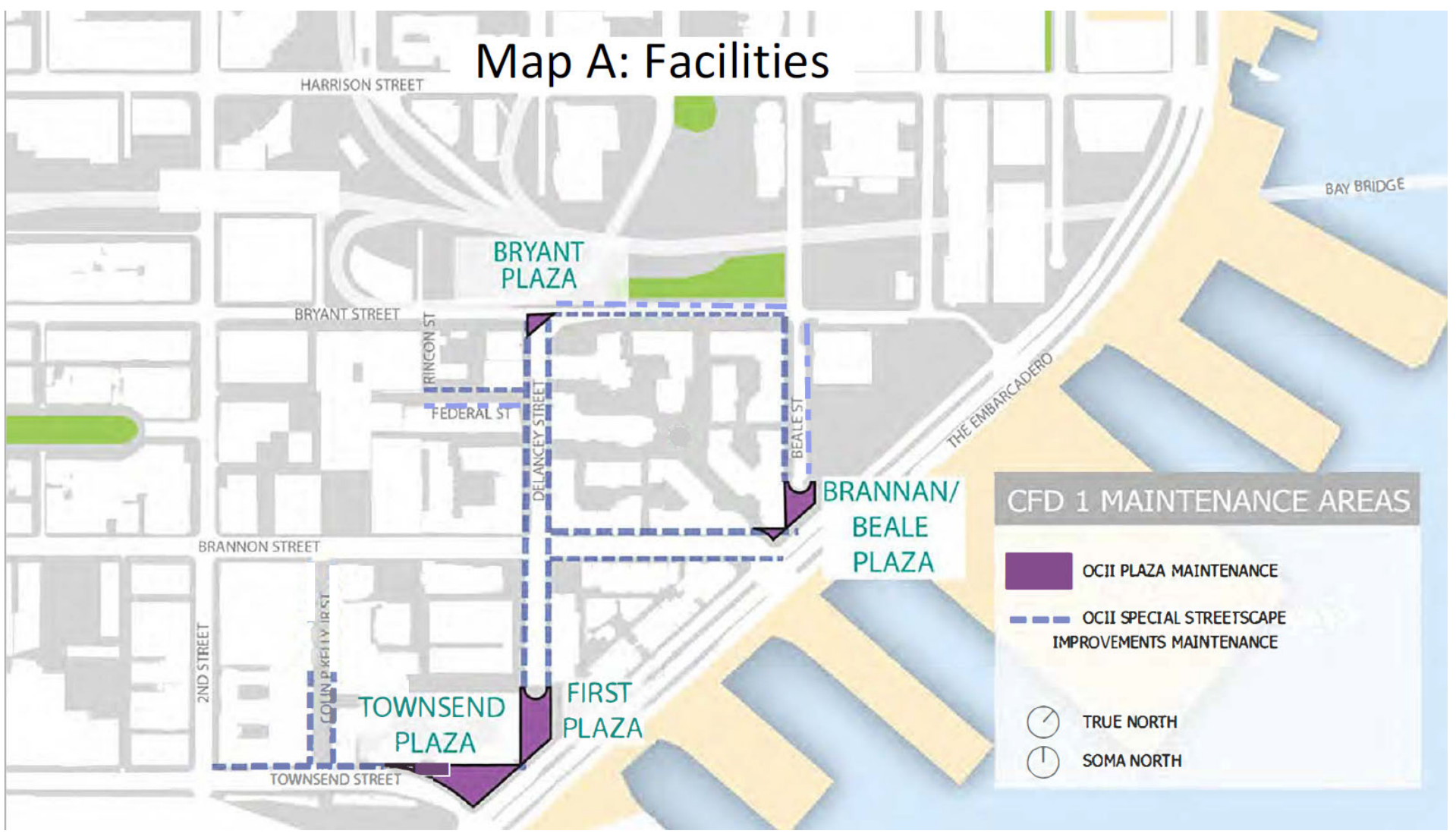
D. Licensing

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.

Map A: Facilities



HARRISON STREET

BRYANT PLAZA

BRYANT STREET

RINCON ST

FEDERAL ST

DELANCEY STREET

BEALE ST



THE EMBARCADERO

BAY BRIDGE

BRANNON STREET

BRANNAN/
BEALE
PLAZA

CFD 1 MAINTENANCE AREAS

-  OCII PLAZA MAINTENANCE
-  OCII SPECIAL STREETSCAPE IMPROVEMENTS MAINTENANCE



2ND STREET

COLIN P. KELLY JR ST

TOWNSEND PLAZA

FIRST PLAZA

TOWNSEND STREET

-  TRUE NORTH
-  SOMA NORTH

Attachment 1

SCOPE OF SERVICES

The Contractor will provide services for four public plazas and streetscape improvements on roughly four blocks of public streets located within the South Beach area of the former Rincon Point South Beach Redevelopment Project Area (as listed below and shown on Map A, CFD 1 Facilities, (the “**Facilities**”)).

The Facilities include (a) four “**Plazas**” – large landscaped areas intended for passive and active recreation, typically at the terminus of a street right of way, and including walkways, grassy areas, concrete seating areas and planters, irrigation, benches, lighting and pavers) and (b) “**Streetscapes**” – street trees, their tree wells, bollards and distinct areas of cobblestones and/or decorative paving/concrete within 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.)
- First (Delancey) Street from The Embarcadero to Bryant Street (both sides of First)
- 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 First (Delancey) to Beale Streets (south side of Bryant)
- Federal Street from First to Rincon Streets (north side of Federal)
- Brannan Street from First (Delancey) Street to The Embarcadero (both sides of Brannan)

This Scope of Services is organized into four sections: Section I, Recurring Maintenance Services, Section II, Reserve Budget Estimate; Section III, As-Needed Services Administration, and Section IV, Capital Repairs Administration.

I. Recurring Maintenance Services

The Contractor will visit the Facilities a minimum of twice per week to inspect the facilities and perform listed items A through E below. If, in Contractor's best judgment a specific aspect of items A through E should be performed more frequently, Contractor will so specify in its budget and specify the additional cost). Contractor will provide all maintenance supplies, tools and other equipment necessary for recurring maintenance tasks. Contractor will remove all debris generated by maintenance work at the completion of each service and remove and properly dispose of all rubbish, green waste, and recycling materials.

A. Landscape Maintenance

Maintain landscaping (all vegetation within the Plazas and all Streetscape trees and their tree wells) in an attractive, usable, and safe condition, including replacement of dead plants, removal of weeds, pest management, removal of accumulated refuse, raking of dead leaves and other detritus, litter control.

1. Plant Maintenance

All plants will exhibit a healthy, attractive condition and be weed-free. They will not extend beyond curbs onto sidewalks, pavement, buildings or lawn areas.

- a. For shrubs, provide all work as specified for trees, as applicable.
- b. Apply mulching and fertilizers as appropriate for various plantings.
- c. Periodically deadhead and trim plants to remove wilted blossoms and other defects.
- d. Prevent and control any erosion potential.

2. Lawns and Ground Cover Maintenance

Lawns and ground cover will be healthy with an even and uniform surface, color, and soil moisture. Lawns will not exhibit dead areas or bare spots and will be pest-free and weed-free. Ground covers will be healthy with a neat appearance.

- a. Provide all work necessary to maintain lawn and ground cover in vigorous, healthy condition, including but not limited to, mowing, watering, clipping removal, edging, dethatching, aerating, fertilizing, weeding, controlling disease and pests, and reseeding/replacement. (Mowing and thatching do not apply to ground covers.)
- b. Maintain lawns at height of 2.5 to 3 inches and trim ground cover as necessary to re-invigorate growth and maintain neat appearance.

- c. Edge trees, curbs, sidewalks, beds, buildings, sprinklers, valve boxes, meter boxes, etc. to ensure that the lawns and ground covers look groomed and neat at all times.
- d. Prevent and control any erosion potential.

3. Tree Maintenance

Maintain the beneficial aspects of all trees within Plazas and Streetscapes (shade, wind breaks, sound attenuation, and enhancement of the landscape setting). Tree height and shape shall be appropriate to the species and stage of growth. Tree branching structures shall be healthy, attractive and free of hazards. Trees shall not exhibit broken or cracked limbs or suckers. Tree management must be under the control and supervision of persons who have the necessary professional credentials and expertise to qualify as an urban forester or arborist.

- a. Prune trees as needed. All tree pruning shall comply with the City and County of San Francisco Pruning Standards for Trees: (<http://sfpublicworks.org/services/tree-pruning>).
- b. Trim or remove tree limbs such that they are eight feet (8') above pedestrian areas including lawns, and to fifteen feet (15') above vehicular areas.
- c. Stake as needed to allow young trees' roots to be firmly established. Adjust stakes and ties such that trees stand straight. Stakes and ties shall be periodically and as needed, repaired or replaced. Once trees are firmly established, remove stakes with no protrusion above ground.
- d. Protect trunks when edging, weeding, or mowing such that trunks are not scarred in any way.
- e. Water Plaza trees that are covered by existing irrigation systems. Provide supplemental watering as needed and for trees not covered by irrigation system. Watering of street trees not serviced by the irrigation system shall be by deep probe by water truck as needed.
- f. Fertilize trees at a rate and frequency determined by manufacturer's specifications. Soil analysis shall be undertaken by contractor once a year.
- g. Cut back roots and install root barriers between tree wells and pavers and cobblestones as needed.
- h. Control litter and weeds in tree wells.
- i. Rake and replenish pea gravel in tree wells.
- j. Report damaged trees to OCII.

4. Irrigation

Contractor will:

- a. Assess current status of all irrigation systems and report on their status to OCII.
- b. Program all irrigation controllers to deliver optimum water to each plant type at the lowest cost with maximum resource conservation.
- c. Comply with all applicable State and local ordinances, regulations and laws regarding conservation of the public water system, including the SFPUC Rules and Regulations Governing Water Service to Customers, Section F: Water Efficient Irrigation at the following website: (<https://sfpuc.org/learning/gardens-and-landscapes/water-efficient-irrigation-ordinance>)
- d. Deliver irrigation primarily between 5:00 p.m. and 8:00 a.m.
- e. Perform preventative maintenance inspections as needed; check all irrigation zones for operation and leaks; and routinely inspect lawn, plant materials and trees for signs of stress or damage. Report to OCII and initiate irrigation repairs resulting in leaks within 24 hours of discovery, other repairs within governed by Section III below.

5. Integrated Pest Management

The Contractor in carrying out its operations shall assume pesticides are potentially hazardous to human and environmental health. Contractor must follow the integrated pest management (“IPM”) approach in accordance with the provisions of the San Francisco Integrated Pest Management Program adopted by the Board of Supervisors. Contractor will:

- a. Identify and implement an IPM plan that minimizes the use of toxic chemical and eliminates pests by methods that pose a lower risk to public and environmental health.
- b. Inspect for diseases and pests and control any discovered diseases and pests using approved methods under the direction of a licensed Agricultural Pest Control Operator.
- c. Monitor pest ecosystem to determine pest population, size, occurrence and natural predator population if present.
- d. Consider a range of potential treatments for the pest problem and select control strategies that may be implemented effectively and in a manner that is long lasting and the least disruptive effect on the environment.
- e. Employ non-pesticide management tactics first. Consider the use of chemicals only as a last resort and select and use chemicals only within an IPM Program.
- f. Determine the most effective treatment time, based on pest biology and other variables, such as weather, seasonal changes in wildlife use, and local conditions.

- g. Monitor treatment to evaluate effectiveness and continue monitoring records for inclusion in the IPM implementation plan.
- h. Implement the San Francisco IPM Compliance Checklist located as follows: <https://sfenvironment.org/download/ipm-compliance-checklist-0>

B. Replacement of Plants, Lawns and Ground Cover

All deceased plants will be replaced with similar size and style as damaged or disfigured plants giving first consideration to drought tolerant plants requiring reduced watering, and to native plantings, as budgeted for under the Contract.

Contractor will replace, at Contractor's expense, plants that are damaged or disfigured as a result of negligent acts or omissions in the Contractor's performance of the work. Contractor will give first consideration to drought tolerant plants requiring reduced watering, and to native plantings, that will be of similar size and style as damaged or disfigured plants.

C. Hardscape (Including Pavers/Cobblestones)

Hardscape within Plazas includes pathways and other areas of concrete, brick, pavers, cobblestones or asphalt. Hardscape within Streetscapes includes pavers, cobblestones and decorative concrete. City sidewalks are not considered hardscape. Contractor will:

1. Maintain the attractive appearance and safety of all hardscape.
2. Sweep or blow pathways and other areas topped with concrete, brick, pavers, cobblestones or asphalt to maintain paved surfaces such that they are free of sand, decomposed gravel, litter, debris, leaves, weeds, and standing water from irrigation.
3. Repair minor incidents of cracks or shifting of paved surfaces as needed to maintain appearance and safety.
4. Keep hardscape free of graffiti, spills, gum, paint, chalk, dirt and debris, including pressure washing at monthly regular intervals (or if, in Contractor's best judgment, greater frequency is recommended, Contractor will specify the additional cost of the increased frequency).
5. Reset/replace pavers and cobblestones as needed.

D. Site Furnishings

Site furnishings include concrete planters, seating areas and walls, free-standing benches, bollards (with and without lights) and trash/recycling receptacles. The Contractor will:

1. Inspect site furnishings for condition and damage (chipping, splinters, corrosion and other adverse conditions) and take necessary preventative and curative action.
2. Keep site furnishings free of graffiti, spills, gum, paint, chalk, dirt and debris, including pressure washing at regular intervals (or if, in Contractor's

best judgment, greater frequency is recommended, Contractor will specify the additional cost of the increased frequency).

3. Abate graffiti on all surfaces.

E. Lighting

Contractor will perform ordinary maintenance to keep lighting fixtures in good working order, including replacement of light bulbs and fixtures as needed and cleaning of shades/coverings periodically to maintain illumination effectiveness. Abate graffiti on all surfaces.

F. Litter Control and Graffiti Abatement

The Contractor will keep all Facilities free of litter, trash and graffiti. Contractor will:

- a. Abate graffiti on all surfaces.
- b. Remove litter from Plazas and Streetscapes, including all tree wells.
- c. Empty trash receptacles and properly dispose of collected refuse.
- d. Remove any hazards in the Facilities immediately upon discovery, by safe and commonly approved methods complying with all applicable local, State and Federal laws and regulations.

II. Prepare Reserve Budget Estimate

Contractor shall, based on its experience with similar Facilities and/or with the input of outside expertise, 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.

III. As-Needed Services

On an on-going basis, Contractor shall assess the need for repair or replacement work to address non-ordinary (i.e., unanticipated) incidents of damaged or deteriorated Facilities. This may include, for example:

- Systemic irrigation or lighting system failures;
- Removal and replacement of trees;
- Replacement of bollards and benches, major repair/resetting of pavers and cobblestones;
- Other major repairs, alterations or replacements.

Contractor will report the occurrence of these incidents to OCII as soon as possible. If estimated cost to repair is \$5,000 or less, Contractor may submit proposal to perform repairs itself to OCII, which, if approved by OCII, will be reimbursed from OCII's CFD1 reserve funds. For repairs whose cost exceeds \$5,000, and that Contractor and

OCII determine that are necessary and subject to the availability and approval of funding by OCII, Contractor will be responsible for preparing and administering a bid for the specific work, awarding the bid and supervising the work to completion.

A. As Needed Repair/Replacement Services \$5,000 or Under

As-Needed Service repairs \$5,000 or under will be performed as follows:

1. Advise OCII immediately upon discovery of any defect, damage, failure, or other significant need for repair, replacement, alteration of or to the Facilities that cannot be resolved in the course of Recurring Maintenance Services.
2. Submit summary of work and cost estimates for OCII approval to perform the repair.
3. If approved, the Contractor will perform the work and/or contract, oversee, and ensure performance of the work, pay all contractors, and submit full and complete documentation of work performed including detailed invoices, color photographs, test results, measurements, professional opinions, and all other appropriate documentation. The Contractor will make approved repairs, replacement, and/or alterations, or cause them to be made, in a timely manner and in accordance with OCII specifications.
4. The Contractor shall arrange and oversee the work of contractors and consultants and coordinate with public safety officials and emergency response personnel as appropriate to respond to the hazard and maintain public safety. The Contractor will close to the public any area containing a hazard and shall maintain such closure until the hazard is addressed and the area is safe for use. The Contractor will advise OCII immediately of all such hazards and the status of their resolution.

B. Administration of As Needed Repair/Replacement Services over \$5,000

As-Needed Service repairs over \$5,000 will be performed as follows:

1. Advise OCII immediately upon discovery of any defect, damage, failure, or other significant need for repair, replacement, alteration of or to the Facilities that cannot be resolved in the course of Recurring Maintenance Services.
2. If authorized by OCII, prepare a scope of work and not-to exceed estimate for the work to be reviewed and approved by OCII staff.
3. If authorized by OCII, prepare and administer a bid for the work in compliance with applicable public contracting requirements (bid security, sealed bids and award to lowest responsive bidder with incentives for meeting or making good faith efforts to meet OCII SBE hiring goals);
4. Accept bid, execute contract and oversee work to completion in compliance with applicable public contracting requirements, including reviewing chosen contractor's invoices submitted for reimbursement to ensure work has been satisfactorily performed.

IV. ADMINISTRATION OF CAPITAL REPAIRS

Contractor shall:

1. Prepare a scope of work, schedule and not-to exceed estimate for the work listed below (the “Capital Repairs”), to be reviewed and approved by OCII staff.
2. If authorized by OCII, prepare and administer one or more bids for the Capital Repairs in compliance with applicable public contracting requirements (bid security, sealed bids and award to lowest responsive bidder with incentives for meeting or making good faith efforts to meet OCII SBE hiring goals).
3. Accept bid, execute contract and oversee the Capital Repairs to completion in compliance with applicable public contracting requirements, including reviewing chosen contractor’s invoices submitted for reimbursement to ensure work has been satisfactorily performed.

Capital Repairs work:

First (Delancey) Street from The Embarcadero to Bryant Street

Trees (west side of First, Embarcadero to Bryant): Assess and report on empty tree wells (14) for tree replacement, long-term survival. Replace trees as requested by OCII.

Cobblestones (First Street (west side) north of Embarcadero): Reset cobblestones between tree and sidewalk.

Beale Street from The Embarcadero to Bryant Street

Curb: Beale Street Parking Barrier (east side): Repair broken curb.

Cobblestones (Beale Street (east side): Reset cobblestones around trees.

Trees (Beale Street (west side): Assess and report on empty tree wells (2) for tree replacement, long-term survival. Replace trees as requested by OCII.

Bollard (Beale Street (west side at Bryant): Reset bollard.

Trees (Beale Street (west side at Bryant): Assess and report on empty tree wells (2) for tree replacement, long-term survival. Replace trees as requested by OCII.

Cobblestones (Beale Street (west side at Bryant): Replace missing cobblestones/Reset displaced cobblestones.

Townsend Street from The Embarcadero to Second Street

Trees (North side of Townsend): Remove tree stump. Assess and report on empty tree wells (7) for tree replacement, long-term survival. Replace trees as requested by OCII.

Trees (Townsend Street Mid-Block): Assess and report on empty tree wells (3) for tree replacement, long-term survival.

Cobblestones (Townsend Street Mid-Block): Replace missing cobblestones and reset displaced cobblestones.

Cobblestones (Townsend/Second Street SE corner): Replace missing cobblestones and reset displaced cobblestones (gravel patch; asphalt patch).

Bryant Street from First to Beale Streets

Trees (Bryant Street (north side at Beale)): Assess and report on empty tree wells (1) for tree replacement, long-term survival. Replace trees as requested by OCII.

Brannan Street from Delancey Street to The Embarcadero

Trees (Brannan Street (at Delancey St)): Assess and report on empty tree wells (2) for tree replacement, long-term survival. Replace trees as requested by OCII.

Trees (Brannan Street (Mid-Block, south side)): Assess and report on empty tree wells (1) for tree replacement, long-term survival. Replace trees as requested by OCII.

Trees (Brannan Street (at Embarcadero)): Assess and report on empty tree wells (1) for tree replacement, long-term survival. Replace trees as requested by OCII.

Trees (Brannan Street north side): Assess and report on empty tree wells (1) for tree replacement, long-term survival. Replace trees as requested by OCII.

Cobblestones (Brannan Street (Mid-Block, north side)): Reset cobblestones.

Bollard (Brannan Street (Mid-Block, north side)): Assess and report on empty tree wells (2) for tree replacement, long-term survival.

Bollard (Brannan Street (Mid-Block, north side)): Assess and report on leaning bollard, stability/need for repair. Replace or straighten.

Brannan/Beale Plaza

Trees: Assess and report on empty tree wells (2) for tree replacement, long-term survival. Replace trees as requested by OCII.

Grassy Areas: Assess and report on failing (shaded) grassy areas along Embarcadero for replacement with native-appropriate plantings.

Lighting: Assess and report on need for upgrading poles/electrical system. Upgrade as needed.

All Plazas

Replace benches, if necessary.

Pressure wash and repaint/reseal all wooden benches.

Assess and report on the replacement of portions of or the entirety of the irrigations system(s), if necessary.