

City and County of San Francisco
Request for Proposals: Lease of Real Property

FILLMORE HERITAGE CENTER
(Block 0732, Lot 033)



Date Issued:
Proposal Due:

February 28, 2023
April 24, 2023, 4:00 p.m.

Request for Proposals for *FILLMORE HERITAGE CENTER LEASE*

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**Request for Proposals for
*FILLMORE HERITAGE CENTER LEASE***

I. Introduction and Schedule

A. General

The City and County of San Francisco (the “City”) is soliciting proposals (“Request for Proposals”, or “RFP”) from qualified respondents (“Respondents”) for the lease of the commercial portions of the Fillmore Heritage Center (the “Property”) located at the corner of Fillmore and Eddy Streets in the Western Addition neighborhood of San Francisco. The Property is located at 1300-1320-1330 Fillmore Street in San Francisco.

Multiple City departments are collaborating on this RFP. Below summarizes key areas of expertise and responsibility.

Mayor’s Office of Housing and Community Development (“MOHCD”) – Currently serves as the property manager; lead agency for this RFP

Human Rights Commission (“HRC”) – Lead agency facilitating community engagement and local partnership identification

Office of Economic Workforce and Development (“OEWD”) – Lead on business plan analysis and identification of additional city incentives to support development program and operations

B. Schedule

The anticipated schedule for this process follows on the next page. The City reserves the right to change the timeline, including but not limited to extending the timeline for proposal submission (or re-submission). If the timeline is changed, all interested parties will benefit from any additional time provided.

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<u>Proposal Phase</u>	<u>Date</u>
RFP issued by the City:	February 28, 2023
<i>First Tour of Fillmore Heritage Center: Registration required by 5pm, March 6 Email: fillmore-heritage-rfp@sfgov.org</i>	<i>March 8, 2023</i>
<i>Second Tour of Fillmore Heritage Center: Registration required by 5pm, March 14 Email: fillmore-heritage-rfp@sfgov.org</i>	<i>March 16, 2023</i>
Deadline for submission of written questions or requests for clarification:	March 17, 2023
<i>Third Tour of Fillmore Heritage Center: Registration required by 5pm, March 22 Email: fillmore-heritage-rfp@sfgov.org</i>	<i>March 24, 2023</i>
Final responses to questions posted on website:	March 27, 2023
<i>Fourth Tour of Fillmore Heritage Center: Registration required by 5pm, March 28 Email: fillmore-heritage-rfp@sfgov.org</i>	<i>March 30, 2023</i>
Proposals due:	April 24, 2023, 4pm

II. Opportunity and Scope of Work

A. Project Overview

The Fillmore Heritage Center, one of the last projects of the Western Addition redevelopment program, was developed as a multi-use facility whose goal was both to revitalize the commercial corridor and to honor the cultural heritage of the neighborhood. Prior to “Urban Renewal”, this neighborhood was considered the “Harlem of the West” for its vibrant community of African American residents and African American-owned businesses, many of them music venues.

The previous master tenant exited the Property in early 2015. Since then, City departments and leaders have engaged extensively with community members and area businesses to gain both formal and informal input for the repurposing of the Property.

To date, input from community engagement has indicated the following goals and objectives from community stakeholders:

- This Property, like the neighborhood, is of historical significance to San Francisco’s African American community and there is strong interest in uses, business opportunities, design or other components that reinforce this cultural history;
- There is a strong desire for live entertainment to remain an anchor use of the Property;

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- The Property should act as an economic generator for the Fillmore corridor, revitalizing the corridor’s entrepreneurial spirit and drawing visitors to support other area small businesses and generally activating the streetscape, during the day and at night;
- The Property, and potential businesses within, should be viable and sustainable; and
- There is a strong desire for substantial community benefits – including community events and programming opportunities, jobs, affordable arts and small business space – and for these benefits to be sustained over time.

The space was the subject of a Community Activation and Events Program beginning in April 2016 and continuing through December 2016, and then again from November 2018 to March 2019. An RFP process considering possible sale of the parcel was conducted in 2017. This process did not result in the sale of the property due to lack of alignment between the City’s community goals and the sales price of the property.

Based on the input and experience to date, the City is committed to ensuring that, through its lease, the Property emerges as a vibrant and financially viable commercial establishment that also provides substantial and sustained community benefits to the Fillmore corridor and the Western Addition community. The City encourages proposals that creatively incorporate one or more of the following uses: performing arts, visual/media arts, food, and recreation/leisure activities.

To achieve these goals, the City is requesting competitive proposals that present a financially viable business plan for providing community benefits.

B. Site Environs

The Fillmore Heritage Center was a key component of the Fillmore Jazz Preservation District revitalization effort. In the mid-1990s, after an extensive community engagement process, the San Francisco Redevelopment Agency (“SFRA”) created a destination dining and entertainment district called the Fillmore Jazz Preservation District. The goal of the district was to revitalize the neighborhood by drawing consumers from outside the neighborhood to supplement local businesses.

The Fillmore Heritage Center was constructed as an \$80.5 million public-private partnership that includes 80 condominiums, about 50,000 square feet of commercial space, and a public parking garage. Of that \$80.5 million, about 35% was financed using public funds from the City and SFRA. The public investment of dollars built the public parking garage and the commercial space. SFRA also contributed the land and provided two tenant improvement loans totaling about \$10.4 million. Through MOHCD, the City provided a tenant improvement loan totaling \$5.5 million. The original tenants of the project were: 1) Yoshi’s San Francisco, a 28,000-square-foot jazz club and restaurant that closed its doors in 2014 after declaring bankruptcy and (2) “1300 on Fillmore,” a 6,300-square-foot restaurant/music lounge that closed in 2018. Upon the closure of Yoshi’s San Francisco, Fillmore Development Commercial, the original developer of the project, brought in a new team to operate The Addition, which closed in early 2015.

For more than 30 years, the Fillmore was known as a center for Black-owned businesses, entertainment, and community. Once known as the “Harlem of the West”, the Jazz era brought people such as Billy Holiday, John Coltrane, and many more to the Fillmore. The Fillmore Auditorium also played an important role in the birth of the San Francisco rock scene of the 1960’s and 70’s.

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Today, the Fillmore District remains a vibrant community that continues to build on its Black heritage, while embracing its proximity to neighborhoods such as Japantown. The Fillmore also serves as gateway community to the economic core of San Francisco and is easily accessed by public transit, bike, or walking. The Fillmore also offers ample street and off-street parking.

The Fillmore continues to be a destination for live music and entertainment – including nighttime and entertainment venues such as Sheba Lounge and the Fillmore Auditorium. Blending art and soul in one of the country's most unique neighborhoods, the Fillmore has become a central location for annual festivals and events attracting thousands of attendees to celebrate Mardi Gras, Juneteenth, and Jazz. These festivals and events have been a staple in our community, bringing thousands of people to take part and learn about the history of the Fillmore.

The Fillmore is also about food: the place to go and eat a variety of both global and regionally innovative food, including award-winning restaurants such as State Bird Provisions, The Progress, Wise Sons Bagels, and Boba Guys teas. The Fillmore Street commercial corridor also includes a mix of businesses that reflect the broad diversity and culture of the community, such as Miyako's Ice Cream, Charlie's Drugstore, and the Fillmore Cafe.

The sustained and community-driven vitality of the Fillmore remains a significant priority for the City, which funds several community organizations to provide business assistance, promotional campaigns, community events, and beautification projects. The City has active economic investments to support local businesses such as In the Black, a creative marketplace selling products from dozens of local black-owned businesses. The Fillmore is grounded by many active community and cultural organizations working to preserve the neighborhood's history and contribute to the area's quality of life.

C. The Property

The Property offered in this RFP (depicted in Exhibit A) consists of the commercial portion of the mixed-use building located at 1300-1320-1330 Fillmore Street (“Commercial Parcel”). The Property does not include the adjacent, subterranean parking garage (“Garage Parcel”) or the residential portion of the mixed-use development located at 1310 Fillmore Street. The Office of Community Infrastructure and Investment, as the Successor Agency to SFRA, (“OCII”), currently owns the Commercial Parcel and master leases the entire 50,000 square feet to the City. OCII also currently owns the Garage Parcel.

The Property is further described and mapped as Exhibit B.

1. Commercial Parcel (available for lease)

The Commercial Parcel (Block 0732, Lot 033) contains approximately 50,000 square feet of commercial space on the ground floor of the Fillmore Heritage Center. The Commercial Parcel includes:

(1) a 28,000-square-foot restaurant/entertainment venue, currently vacant after being previously operated as the jazz clubs Yoshi’s (which closed in June 2014) and The Addition (which closed in January 2015);

(2) a 6,300-square-foot restaurant/lounge, currently vacant after being previously operated as the restaurant 1300 on Fillmore (which closed in June 2018); and

(3) a gallery, screening room, and common areas, including a large commercial lobby area that serves as the pedestrian entrance to the garage.

NOTE: There is not currently a liquor license for the parcel.

2. Garage Parcel (not available for lease – for reference only)

The Garage Parcel (Block 0732, Lot 032) contains approximately 50,000 square feet of floor area and is located in the basement of the Fillmore Heritage Center. The garage can accommodate up to 160 cars with assisted valet parking. This garage is not part of the residential development. It has one entrance and exit on Eddy Street, bicycle spaces, and an elevator and stairs from its basement to the lobby of the Commercial Parcel. The Garage is open to the public and is being operated by REEF Parking (U.S.), LLC. Information about the Garage Parcel is included in Exhibits A & B for reference only.

D. Project Goals and Objectives

This RFP attempts to balance multiple objectives articulated through the above-described community engagement process. At a minimum, any proposal should address the following specific objectives:

- Demonstrate the capacity to be a financially viable and sustainable commercial establishment;
- Fulfill the objectives that the Property serve as a catalyst to the revitalization of the Fillmore Street commercial corridor and the creation of employment opportunities for the community;
- Complement the streetscape and the corridor’s mix of uses, and apply design principles and leasing strategies that help activate the fronting sidewalk and the corridor;

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- Provide community benefits, including but not limited to small business partnerships; affordable community activation (i.e. space rental) opportunities; job creation; and minority- and women-owned enterprise opportunities.

Sub-leases and/or sub-allocation of the Property is allowable to achieve the above goals. The City will consider responses which only request to lease a portion of the Property, but Respondents are strongly encouraged to work together with partners to propose lease and use of the entire commercial parcel. Any Proposer who has questions about connecting with a community-based partner with particular skills or experience may email fillmore-heritage-rfp@sfgov.org no later than March 17, 2023.

The City reserves the right to take components and parties from multiple proposals to arrive at a final use and allocation of the Property.

Proposed uses should generate earned income. The City will not consider proposals for the Property to support nonprofit or for-profit health and human services uses.

Proposals should anticipate City requirements around:

- Timeline for opening of the space
- Number of hours operational/active each month
- Other high level performance metrics depending on specific use proposed.

Proposals should also demonstrate an awareness of relevant San Francisco Planning and Building Permit processes and requirements, including but not limited to formula retail restrictions, office space caps, and streamlined permitting and inspection by the passage of the November 2020 Proposition H.

E. Community Activation Events

Proposals should assume a minimum of 12 community events per year in the commercial parcel. These community events will pay a fair market rental rate, provide liability insurance, and follow all required City permitting processes. The cost of these community events is anticipated to be underwritten with City financial support to ensure equitable access.

III. Lease Term; City Financial Support & Business Viability

Payments due under the lease will be based on net revenue, with details to be negotiated.

To support the success of the business or businesses located in the Property, the City intends to support operating costs during an initial 5-year lease term, with an option for a 2-year lease extension. In addition, the City may consider a purchase option at the end of the lease term. Below are estimated levels of City support and estimated Tenant costs during the initial term. The below amounts and categories are for illustrative purposes only and the City reserves the right to change all values based on proposals received. Included and implicit in the below is the obligation of the Tenant to maintain the cleanliness of the exterior areas adjacent to the Property. This includes the south side of the Ellis Street driveway, the parking area immediately adjacent to the northern edge of the Property, and the entries to 1330, 1320 and 1300 Fillmore.

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	CITY COSTS				
	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
Reimbursement to Master Tenant to address deferred maintenance and make tenant improvements.	\$250,000	\$100,000	\$0	\$0	\$0
Payment of Common Area Maintenance assessments, water/sewer, electricity, alarm, elevator, fire extinguishers, backflow, pest control	\$300,000	\$300,000	\$200,000	\$100,000	\$0
Recology, internet/phone, other utilities	\$0	\$0	\$0	\$0	\$0
Tenant staffing - includes security, janitorial, maintenance, operations, and daily cleanup of exterior	\$450,000	\$350,000	\$100,000	\$0	\$0
Rent	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,000,000	\$750,000	\$300,000	\$100,000	\$0

	TENANT COSTS				
	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27
Reimbursement to Master Tenant to address deferred maintenance and make tenant improvements.	\$0	\$0	\$0	\$0	\$0
Payment of Common Area Maintenance assessments, water/sewer, electricity, alarm, elevator, fire extinguishers, backflow, pest control	\$0	\$0	\$100,000	\$200,000	\$300,000
Recology, internet/phone, other utilities	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Tenant staffing - includes security, janitorial, maintenance, operations, and daily cleanup of exterior	\$0	\$100,000	\$350,000	\$450,000	\$450,000
Rent	\$0	\$0	% of net revenue	% of net revenue	% of net revenue
TOTAL	\$10,000	\$110,000	\$460,000	\$660,000	\$760,000

IV. Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by 4:00 p.m. on April 24, 2023. Proposals may be delivered in person or mailed to:

City and County of San Francisco
C/O: Mayor's Office of Housing and Community Development
Attention: Fillmore Heritage Center RFP
1 South Van Ness Avenue, Floor 5
San Francisco, CA 94103

Interested Respondents shall submit **nine (9) copies** of the proposal, separately bound, in a sealed envelope or box clearly marked "**Request for Proposals: FILLMORE HERITAGE CENTER**" to the above location.

Postmarks will not be considered in judging the timeliness of submissions. Proposals that are submitted by email or fax will not be accepted. Late submissions will not be considered unless the RFP submission deadline is formally extended to all applicants and all applicants are provided the opportunity to resubmit any previously submitted applications.

B. Format

The City will place proposals in three-ring binders for review; please do not bind your proposal with a spiral binding, glued binding, or anything similar. Please use 8.5 x 11" letter-sized three-hole recycled paper and print double-sided to the maximum extent practical. You may use tabs or other separators within the document. Bind the proposal with a binder clip, rubber band, or single staple, or submit it in a three-ring binder

Please include a Table of Contents.

C. Content

Respondents must submit the following information, in the order specified below (this aligns with the Minimum Qualifications attached as Exhibit C):

- 1. Table of Contents**
- 2. Introduction and Executive Summary (up to five (5) pages)**

Submit a letter of introduction and concise executive summary of the proposal. This information must be in the first paragraph of the letter. The letter must be signed by a person authorized to obligate the Respondent to perform the commitments contained in the proposal. Submission of the letter will constitute a representation that Respondent is willing and able to perform the commitments contained in the proposal.

- 3. Proposed Use**

Describe the proposed use of the property by providing all the following:

- (a) Provide, in a narrative, the project plan for the Property, including the types of uses and the amount of space devoted to each use.
- (b) Describe uses and how such uses will complement the streetscape and the uses along the commercial corridor.
- (c) Describe how the project addresses the City's community benefit goals.

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Submit a business plan which includes a detailed description of the proposed uses, the business model, market analysis, a marketing plan, and a financial plan showing start-up through long-term stabilization as well as sources of financing.

To demonstrate viability of the proposed uses, Respondents should provide as much detail as possible about potential operators/tenants. *If available*, please include the following in the business plan submission:

- Identification and description of operators if they differ from Respondent. Documentation to include:
 - Name of business
 - Written proposal for business concept, including products/services to be provided, hours of operation, numbers of employees, market analysis, marketing plan, financial plan for launch and sustainability
 - Names and qualifications of management team, including duties and years of experience
- Financial feasibility of operators/tenants if they differ from Respondent. Documentation to include:
 - Pro forma (3-5 years)
 - Financial statements
 - Evidence of access to capital and financing
- Lease terms, including draft or executed Letters of Intent if available, that could include:
 - Location/square footage
 - Term
 - Rent, utilities, maintenance, etc.

It is understood that the descriptions proposed in the project concept are preliminary in nature, (i.e., representing the initial thinking of the Respondent about the scope of the project). Such descriptions may be subject to change with City approval since the project will be refined and modified in the development of plan documents. However, the City expects that this project description will provide an opportunity for teams to display creativity, market, industry and community knowledge, and a response that is site-specific.

4. Statement of Qualifications

A brief narrative description of the Respondent team must be submitted and must include the following information in the form and order listed below:

Respondent Qualifications:

(1) Identify the lead legal entity that will contract with the City. Provide an explanation of the roles which the individual firms will have in the accomplishment of the project.

(2) Identify each partner and consultant and the role each will play in the implementation of the proposal and the responsible entity in the organizational structure for ongoing project management. The consultants should include, but not be limited to, architects, contractors, regulatory advisors, and legal counsel.

(3) Identify the lead negotiator for the project and identify any limitations on their authority to contractually bind the entity in negotiations.

(4) Identify each firm and the role it will play in the operation and management of the project following its completion.

5. Financial Statements

Financial statement submittals are a key submission criteria the City will rely upon in the selection process. Along with its submission, a Respondent must:

(a) Provide copies of current (within last 18 months) audited financial statements, the most recent available credit report, the most recent annual report and audited financial statements (including explanatory material and audit reports) of the leasing entity, including statement of changes in financial position and statements of any parent organizations and any materially relevant subsidiary units, identifying any projects with negative cash flows, amount of Respondent's recourse debt, any non-performing loans, including with the City or OCII, and the amount of guarantees and/or contingent liabilities.

(b) Provide a written statement from each financing source identified in the business plan that the equity or funding is available or will be made available for funding the proposed development. In lieu of a letter of commitment, submit written statements from financing sources describing past projects financed for respondent, detailing the amount of capital, the size of the project, and any other pertinent information that will assist the City in determining the availability of funding for the project.

NOTE:

Upon selection of a Respondent, the City will make copies of each of the responses to the RFP available to members of the public for their review and comment. Therefore, it is important for Respondents to clearly identify in their proposals those financial records or other information that the respondent in good faith determines to be a trade secret or confidential proprietary information protected from disclosure under applicable law. To the extent permitted by law, the City will attempt to reasonably maintain the confidentiality of such information, and information so marked will be redacted from copies presented to the public. However, generally, all documentation, including financial information submitted by any respondent to the City are public records under State and local law, including the City's Sunshine Ordinance, and the City will not under any circumstances be responsible for damages or losses incurred by a respondent or any other person or entity because of the release of such fiscal information.

6. Project Financial Feasibility

(a) Provide a breakdown of any anticipated tenant improvement costs, including hard and soft costs.

(b) Provide a projection of revenues and expenses of the proposed development in a project pro-forma (no less than five years). Clearly state assumptions to a degree sufficient for the City to judge the validity of the estimates, and the projected rates of return on equity. Indicate first year of stabilized operations.

(c) Provide a complete explanation of the financial arrangements, including how the development will be financed and the proportion of equity cash and subordinate debt. Specifically identify the source(s) of all needed funds.

(d) Describe the direct and indirect economic benefits that the Respondent's proposed project will provide within San Francisco, including – by way of example only – the retention of existing jobs and/or the creation of new jobs.

(e) Provide written evidence of the concurrence of key participants in the development with the concept proposed and the economics proposed. These participants should include, at a minimum, any major sub-tenants, and sources of equity and debt financing.

7. Project Schedule

Provide an anticipated project timeline upon lease (in mid-2023), setting forth anticipated dates to complete negotiations, secure entitlements, conduct any tenant improvements, and open for occupancy.

8. Proposal Execution

Exhibit D must be signed in ink by the Respondent's authorized representative, with the address of the Respondent's entity provided. Evidence of the legal status of the Respondent's entity, whether individual, partnership, corporation, limited liability company, county or municipality shall also be provided. A corporation shall execute the proposal by its duly authorized officers in accordance with its bylaws and shall list the State in which it is incorporated. A partnership shall give the full names and addresses of all partners and shall list the State in which it is organized and shall execute the proposal by its duly authorized partners in accordance with the partnership agreement. A limited liability company shall give full names and addresses of all members and shall list the State in which it is organized and shall execute the proposal by its duly authorized members or managers in accordance with its operating agreement. Partnerships, limited liability companies, and individuals shall be required to state the names of all persons involved in the proposal. The place of residence of each partnership, member, or individually, or the office address in case of a firm or company, including state, zip code and telephone number, shall be given after each name. If the Respondent's firm is a joint venture consisting of a combination of any of the above entities, each representative of such joint venture shall execute the proposal. Anyone signing a proposal as an agent of a firm or entity shall submit legal evidence of their authority to do so with the proposal.

V. Evaluation and Selection Criteria

A. Review and Selection Process

Once the RFP submission period is complete, proposals will be screened for "Minimum Qualifications" (which align with Section IV.C above). At any point upon receipt of a proposal, the City reserves the right to request clarification or additional information from the Respondents. On or around May 22, 2023 a representative team of City staff plans to invite all Proposal meeting the Minimum Qualifications ("Finalists") to provide presentations of their Proposal. City staff will then recommend a Finalist with whom the City may enter into preliminary lease conversations. A lease may be recommended to the City's Board of Supervisors and Mayor for consideration of approval, in their absolute and sole discretion.

B. Selection Criteria

City staff will be reviewing Finalists' proposals using a score sheet that places particular emphasis upon the following criteria:

1. Quality of proposed use and business plan
 - a. Appropriateness, desirability and feasibility of proposed uses
 - b. Appropriateness and feasibility of business model
 - c. Financial plan (short-term through long-term stabilization)
2. Community benefits
 - a. Quality of community benefits (i.e., potential for impact in these areas)

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- Nonprofit or small business partnerships
 - Job creation, particularly for local residents
 - Minority- or women-owned entrepreneurship opportunities
- b. Sustainability of community benefits
3. Financial strength of the Respondent
 - a. Adequate equity capital available to ensure the project is fully funded
 - b. Ability to raise additional equity capital
 - c. Ability to obtain necessary debt financing if applicable
 - d. Current relationships with lenders and other sources of financing
 - e. Creditworthiness of development entity and any guarantors
 - f. Reasonableness of financial projections and feasibility of the development program
 4. Development experience, capacity, and ability to perform
 - a. Successful and timely completion of comparable projects and/or achievement of key milestones in projects currently underway
 - b. Absence of judgments or pending litigation in the past 5 years
 - c. Management/operations expertise of the team
 - d. Real estate development expertise of the team
 - e. Understanding and identifying of local market and issues within the community
 - f. Understanding of the regulatory approvals process, as reflected in the project schedule and general project concept

VI. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the City, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any material updates or clarifications shall be published on the City's website at <https://sf.gov/information/fillmore-heritage-rfp-2023>. Any such notification should be directed to the email: fillmore-heritage-rfp@sfgov.org, promptly after discovery, but in no event later than five (5) working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries or Questions Regarding RFP

Inquiries or questions regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP must be directed to the below no later than March 17, 2023:

Email: fillmore-heritage-rfp@sfgov.org

C. Objections to RFP Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this RFP, the Proposer must, not more than 10 calendar days after the RFP is issued, provide written notice setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection. Any formal objections should be addressed to:

City and County of San Francisco
C/O: Mayor's Office of Housing and Community Development
Attention: Fillmore Heritage Center RFP
1 South Van Ness Avenue, Floor 5
San Francisco, CA 94103
Email: fillmore-heritage-rfp@sfgov.org

D. Change Notices

The City may modify the RFP, prior to the proposal due date, by issuing Change Notices, which will be posted on the website <https://sf.gov/information/fillmore-heritage-rfp-2023>. The Proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the City prior to the proposal due date regardless of when the proposal is submitted. This will also include updates and responses to Frequently Asked Questions. Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the proposal due date, to determine if the Proposer has downloaded all Change Notices.

E. Term of Proposal

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

F. Revision of Proposal

A Respondent may revise a proposal on the Respondent's own initiative at any time before the deadline for submission of proposals. The Proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any Proposer.

At any time during the proposal evaluation process, the City or the RFP Review Panel may require a Proposer to provide oral or written clarification of its proposal. The RFP Review Panel reserves the right to make an award without further clarifications of proposals received.

G. Errors and Omissions in Proposal

Failure by the City to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

Submission of a proposal in response to this RFP subjects the Proposer to restrictions under Section 1.126 of the S.F. Campaign and Governmental Conduct Code (attached as Exhibit E), which states in part that:

No City Contractor or affiliate of a City Contractor may make any contribution to:

- (1) An individual holding a City elective office if the contract must be approved by such individual, the board on which that individual serves, or a state agency on whose board an appointee of that individual serves;*
- (2) A candidate for the office held by such individual; or*
- (3) A committee controlled by such individual or candidate*

For the time period:

from the submission of a proposal for a contract until:

- (1) The termination of negotiations for such contract; or*
- (2) 12 months from the date the contract is approved.*

Before submitting a proposal, Proposers are required to notify their affiliates, subcontractors, and proposed partners of the political contribution restrictions set forth in Campaign and Governmental Conduct Code Section 1.126. Submission of a proposal constitutes Respondent's certification that they have reviewed and will comply with Campaign and Governmental Conduct Code Section 1.126. For further information, Proposers should contact the San Francisco Ethics Commission at www.sfethics.org.

J. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

K. Public Access to Meetings and Records

If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its proposal:

- (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records; and

- (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated.

The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L, or material misrepresentation in Proposer's Chapter 12L submissions, shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

L. Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

M. No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.

VII. Contract Requirements

A. Standard Contract Provisions

Failure to timely furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

B. Nondiscrimination in Contracts and Benefits

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the HRC's website at www.sfhrc.org.

C. Minimum Compensation Ordinance (MCO)

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (“MCO”), as set forth in San Francisco Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For the amount of hourly gross compensation currently required under the MCO, see <https://sf.gov/information/understanding-minimum-compensation-ordinance>. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at <https://sf.gov/information/understanding-minimum-compensation-ordinance>.

D. Local Hiring and Prevailing Wage

Through its submission of a proposal, Respondent understands and agrees to abide by the terms and conditions of the City’s Local Hire Requirements pursuant to San Francisco Administrative Code Section 23.62 and Prevailing Wage Requirements pursuant to San Francisco Administrative Code Section 23.61 as such requirements may apply to the work carried out by the successful Proposer at the Property. Accordingly, the successful Proposer shall contact the OEWD before starting any work related to construction of tenant improvements or other construction work to confirm the specific requirements and otherwise coordinate on the application and successful completion of the Local Hiring Requirements and Prevailing Wage requirements as may be required for any construction work on the Property.

E. Health Care Accountability Ordinance (HCAO)

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at <https://sf.gov/information/understand-health-care-accountability-ordinance>.

F. Conflicts of Interest

The successful Proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful Proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Proposer that the City has selected the Proposer.