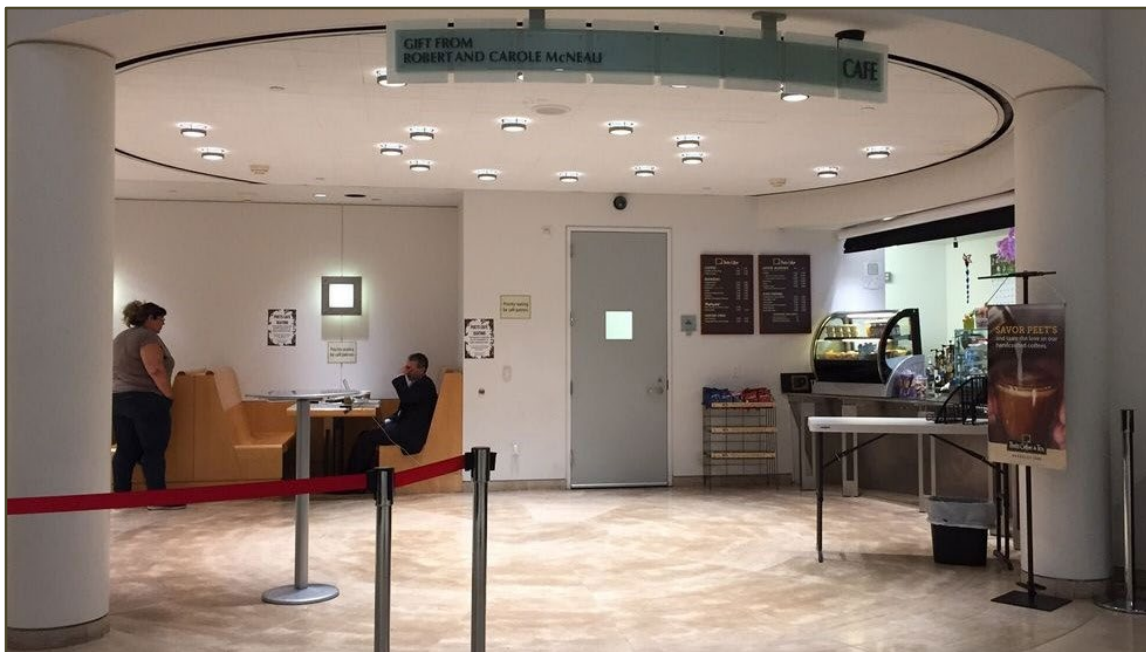


**CITY AND COUNTY OF SAN FRANCISCO**



**REQUEST FOR PROPOSALS  
FOR ACCESS AND USE PERMIT  
TO CAFE OPERATOR  
AT THE  
SAN FRANCISCO MAIN LIBRARY  
100 LARKIN STREET  
(RFP #2024.04 – LIBRARY CAFE)**

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(Movable equipment may not be included.)

**KEY PROPOSAL DATES**

RFP Issued	April 12, 2024
<u>Pre-Proposal Tour of Premises and Conference</u>	<u>April 26, 2024</u>
<i>Tour of Library Premises (100 Larkin St., Lower Level)</i>	<i>10:00 AM–10:30 AM</i>
<i>Conference</i>	<i>10:30 AM -11.00 AM</i>
Deadline to Submit Written Questions	May 9, 2024
<b>Proposals Due</b>	<b>May 30, 2024</b>
In-Person Interviews with Select Respondents	June 21, 2024*
<b>Notice of Intent to Award Permit</b>	July 1, 2024

\*Tentative

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# REQUEST FOR PROPOSALS FOR ACCESS AND USE PERMIT FOR CAFE AT THE SAN FRANCISCO MAIN LIBRARY

## I. INTRODUCTION

### A. General

On behalf of the City and County of San Francisco Library, the Real Estate Division (“RED”) of the City and County of San Francisco (the “City”) is soliciting proposals from qualified and experienced respondents (“Respondent”) to enter into a Permit to Enter and Use Agreement (“Permit”) to operate a “Cafe” on the lower level of the San Francisco Main Library (“Library”) located at 100 Larkin Street in San Francisco the term of the Permit and each day the Library is open.

The San Francisco Public Library system is dedicated to free and equal access to information, knowledge, independent learning and the joys of reading for our diverse community. The Library is publicly-accessible and provides an excellent opportunity for a café.

#### Background about the Main Library:

- Square Feet: 376,000 / 7 floors
- Seating Capacity: 2,043
- Visitors and patrons (2013-14 Fiscal Year): 1,716,071
- Wireless access: Entire building

The City intends to enter into a Permit agreement with the Respondent (“Permittee”) meeting the criteria set forth in this Request for Proposal (the “RFP”) and selected through the process described below.

The City is an equal opportunity employer, and it welcomes and encourages proposals from woman-owned and minority-owned businesses.

### B. Schedule

The City has established the following dates for issuance, receipt and evaluation of proposals and award of a Permit Agreement in response to this RFP. The following dates are tentative, non-binding, and are subject to change without prior notice. The anticipated schedule for selecting a Respondent is:

RFP posted	April 12, 2024
Pre-proposal Site Tour and Conference	<u>April 26, 2024</u>
Tour	10:00 AM – 10:30 AM
Conference	10:30 AM – 11:00 AM
Deadline to submit written questions	May 9, 2024
<b>Proposals Due</b>	<b>May 30, 2024</b>
In-Person Interviews with Select Respondents	June 21, 2024
Notice of Intent to Award Permit	July 1, 2024

### **C. Proposers' Site Tour and Pre-Submittal Conference**

A Respondents/Proposers' Site Tour and Conference will be held on April 9, 2024, at 10:00 a.m. to 10:30 a.m. PST, at the Café space on the lower level of the Main Library, located at 100 Larkin Street, San Francisco, California, to be followed by a Conference from 10:30 a.m. to 11:00 a.m. (more below). The Conference and Tour are scheduled to last approximately 1 hour. Attendance is optional but all potential Respondents are strongly encouraged to attend. Due to site restrictions, each Proposer is limited to two team members attending.

The purpose of the Conference will be to clarify any initial questions that prospective Respondents may have regarding the premises, Proposal requirements and the template permit, prior to submission of proposals. Questions that cannot be answered during the Conference may be subsequently submitted in writing and included in documentation responding to all Proposers who have requested and received this RFP and posted on RED's webpage. While City staff may provide oral clarifications, explanations or responses to inquiries, the City is not bound by any oral representation.

It is the sole responsibility of the Respondent to visit and tour the Premises on the Pre-Proposal Tour date, to become familiar with the neighborhood area, building and the potential Premises' physical conditions and limitations, perform their own independent investigation, and become acquainted with the details requisite to their proposed use of the Premises. Any questions arising from the visit shall be submitted during the Question and Answer Period as noted in Section D, below. The City will not guarantee full and complete access at any other time.

### **D. Question and Answer Period**

RED may prepare a summary of the questions and answers from prospective Respondents submitted in writing by May 9, 2024, 5:00 p.m. Questions submitted after this date will not be answered. Please submit all questions in writing to: Burt Hirschfeld, Real Estate Division, 25 Van Ness Avenue, San Francisco, CA 94102, or by email (preferred) to: [burt.hirschfeld@sfgov.org](mailto:burt.hirschfeld@sfgov.org). Please identify the RFP as RFP# 2024.04 – Library Café.

Responses are anticipated to require up to two business days, but may require more time depending upon the number of questions received. All questions and answers will be emailed to Respondents submitting their email address in advance.

## **II. SUMMARY OF PERMIT TERMS AND CONDITIONS**

**A. Premises.** The space to be Permitted (the "Premises") is located on the lower level of the Library, depicted on Exhibit A, Space Plan accessible by a large open-air stairwell in the building lobby on the Grove Street entrance.

Any alterations or improvements to the Premises must be approved in advance by the City as Landlord pursuant to the terms and conditions of a Permit agreement, and meet all applicable City, state and federal codes, requirements and regulations. No onsite parking will be provided.

**B. "As Is" Condition.** Under the Permit, the City will provide the Premises to Permittee in "As Is" condition. It will be the sole responsibility of Permittee to investigate and determine

the condition of the Premises, including but not limited to, existing and planned utility connections, and the suitability of such condition for any minor improvements to be constructed by Permittee.

Any improvements, equipment, and furniture placed within or upon the Premises shall be in compliance with the Americans with Disabilities Act and all other applicable government requirements.

**C. Permit.** Permittee will be required to execute a Permit (the “Permit”), said Permit to contain basic terms and conditions. A draft template of City’s “Permit” is attached as Exhibit B to this Request for Proposals (“RFP”). Please note the Permit contains terms and conditions that are not specifically described in this RFP, and it is the Respondent’s responsibility to thoroughly review and understand these terms and conditions as they are required for City approval of the Permit. The final Permit to be negotiated by and between City and Permittee will be subject to approval by the City Attorney’s Office, Director of Property, Board of Supervisors (the “Board”), and the Mayor, in each party’s sole and absolute discretion.

i. **Term.** The initial Permit term will be for three (3) years, commencing on the date to be determined by the City in consultation with the Permittee. City and Permittee will each have the right to terminate the Permit during the term for any reason upon ninety (90) day’s written notice to the other, subject to the terms and conditions in the Permit.

**D. Renewal Terms.** The initial permit will automatically renew for two (2) additional one (1) year terms, subject to the following conditions:

i. City and Permittee will each have the right to terminate the Permit for any reason upon ninety (90) day’s written notice to the other, subject to the terms and conditions in the Permit.

ii. At least ninety (90) days prior to the expiration of the second renewal term, City will propose terms and conditions for a New Permit, and City and Permittee will have ninety (90) days from the date of the proposal to reach agreement on the terms and conditions of a New Permit. The New Permit shall not go into effect prior to expiration of the second renewal term. If City and Permittee do not reach agreement on a New Permit by expiration of the second renewal term, the Permit shall expire immediately and be of no further effect.

**E. Rent.** Permittee will pay a monthly percentage rent based upon gross sales, but in no event less than a fixed amount of minimum rent. The City suggests that Respondents consider proposing a percentage rent in the range of 10%-15% and a minimum monthly fixed rent in the range of \$200 - \$300; however, Respondents are not restricted to proposing percentage or fixed rents within these ranges and are free to propose any amounts they so choose.

➔ Respondent to this RFP proposes to pay, as Permittee, a monthly rent of \_\_\_\_% of gross sales, subject to a fixed minimum monthly rent of no less than \$\_\_\_\_\_.

**F. Security Deposit.** Permittee will be required to provide a security deposit in the amount of One Thousand Five Dollars and no Cents (\$1,000.00).

**G. Use.** All lawful cafe uses will be considered. The Premises have no on-site cooking facilities; Permittee will be limited to use of microwave oven(s), coffee makers and other plug-in electrical appliances, not included with the Premises. The sale of hot food prepared off-site is allowed. Please propose days and hours of operation, however, hours of operation would generally be concurrent with Library hours as follows:

Sunday	12:00 PM – 6:00 PM
Monday	9:00 AM – 6:00 PM

Tuesday - Thursday	9:00 AM – 8:00 PM
Friday	12:00 PM – 6:00 PM
Saturday	10:00 AM – 6:00 PM
Holidays (Exhibit A)	Closed

**H. Utilities.** City shall be responsible for furnishing and paying for water, sewer and electricity as currently available within the Premises. Permittee shall complete trash and recycling removal from the Premises to the designated trash and recycling receptacles within the Library, and City shall provide trash and recycling removal from designated locations at no additional expense to Permittee. Permittee shall furnish, at no cost to City, all other services and equipment necessary for its operation of the Premises, including telecommunications, pest control and the basic level of janitorial services currently provided to the Library. Additional janitorial services needed to maintain the Premises and furnishings and supplies within them in a neat, clean, orderly and hygienically safe condition, will be the sole responsibility of the Permittee and subject to approval by the City at its sole discretion.

**I. Maintenance and Repairs.** During the Term of the Permit, Permittee shall be responsible for all improvements, maintenance, repairs, and Permittee’s operating expenses associated with the Premises.

**J. Alterations.** Proposed alterations must be approved by the City in its sole and absolute discretion. Responsibility for the cost of approved improvements will be determined following review of the proposed scope of work and prior to the execution of Permit. If during the course of work performed it is discovered that there is a potential for disturbing asbestos containing material, work must be suspended immediately until it is determined that it is safe to proceed and/or adequate control measures have been established.

**K. Insurance.** Permittee will be required to maintain, at a minimum, throughout the term of the Permit, insurance as set forth in the template agreement, including in the following coverages and amounts:

- i. Worker’s Compensation, with Employer’s Liability limits not less than \$1,000,000 each accident;
- ii. Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations;

Permittee will be required to meet the City’s additional insurance and indemnity requirements, which are set forth in the Permit.

**L. Possessory Interest Taxes.** Permittee will be responsible for paying possessory interest taxes due in connection with the Permit, if any.

**M. City Requirements.** Permittee will be required to comply with all applicable City requirements in effect including, but not limited to, the Mayor’s Executive Directive 10-1 on Healthy Food and Beverage Options, Local Business Ordinance, as more specifically described in the Permit, the Food Service Waste Reduction Ordinance, the Resource Conservation Ordinance, the City Composting Resolution, and the 75% City Department Landfill Diversion Resolution. Pursuant to Article 19K (sections 19K.2 and 19K.3) of the San Francisco Health Code the sale of tobacco (any tobacco products) is prohibited on City owned property.

### III. SUBMISSION REQUIREMENTS

#### A. Time and Place for Submission of Proposals.

Proposals must be received no later than **5:00 p.m. (PST) on May 30, 2024**. Submittal of proposals can be made in-person, by mail or by email (preferred). Postmarks will not be considered in judging the timeliness of submissions. **Late submissions will not be considered.** Proposals submitted by facsimile will not be considered.

Emailed proposals (preferred) should be addressed to: [burt.hirschfeld@sfgov.org](mailto:burt.hirschfeld@sfgov.org) and reference “RFP#2024.04 – Library Café” in the subject line.

In-person and mailed proposals may be delivered to:

Real Estate Division  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102  
RE: “RFP# 2024.04 – Library Café”  
ATTN: Burt Hirschfeld

#### B. Minimum Requirements.

Respondents must demonstrate they meet the following minimum requirements (Determination of meeting minimum requirements will be based on the materials submitted by Respondents). Please identify section “Minimum Requirements” and number the supporting materials submitted for same:

1. Operated/managed a successful retail or restaurant business for a period of at least two years within the last five years. Success could be measured by gross proceeds sufficient to cover expenses.

2. Sufficient financial capacity and experience to operate the proposed business in accordance with the terms of the Permit. To meet the minimum requirement, Respondents must provide annual reports (or similar audited documents) that indicate your business’ revenues and expenses for the past 3 to 5 years related to operating a retail or restaurant business. Failure to submit such documentation may render the proposal non-responsive and thus ineligible for consideration.

City may review Respondent’s financial performance in other projects, in particular, whether Respondent is, and Respondent’s other projects have been, solvent.

The City reserves the right to request a credit report on, and additional financial information from, each Respondent.

3. Must be current in the payment of all applicable business tax, possessory interest tax, rentals, and assessments owed by the Respondent, as well as current with all necessary filings with the United States Internal Revenue Service and California Franchise Tax Board with respect to non-profit status.

#### C. Submittal Document Requirements.

The Proposal must include the documents, information, and data set forth below. Any major deviation from these requirements may be cause for rejection of the submittal at the City’s discretion.

1. **Questionnaire.** A completed and signed Enterprise Experience Qualifications Questionnaire included with this RFP as Exhibit D.

2. **Business Plan.** A business and operations plan of no more than 5 pages for



the proposed use of the Premises, including the minimum monthly rent and percentage rent proposed [page 2 of this RFP], proposed staffing, hours of operations, anticipated delivery and inventory management, a marketing plan and a financing plan for anticipated start-up costs as well as on-going operations & maintenance expenses.

**D. Layout/Improvements.** Describe through informal sketches or other graphic means Respondent's intended layout of the cafe in the Premises. Presentation materials should be no larger than 8.5" x 11" and in black and white.

**E. Sustainable Foods.** Respondents should clearly articulate how they will incorporate these sustainable food concepts into everyday operations of the snack and coffee shop, and provide educational opportunities for both customers and the persons employed by the snack and coffee shop, regarding sustainable foods. Sustainable foods are those which, through their production, purchase, and consumption, enhance the health of the environment, producers and consumers through one or more of these methods: growing, processing and distributing locally; using low or no synthetic agricultural chemicals; fairly trading with developing countries; meeting animal welfare standards; processing minimally; no genetic modification; no unnecessary antibiotics; and no added growth hormones.

**F. Menu/Inventory List With Prices.** Respondent shall submit sample cafe inventory and menu, if any, to include "Grab and Go Meals" such as packaged salads, sandwiches, etc., offered on a daily basis. All items shall have proposed pricing that will be within 2 – 5% of the final menu pricing. In addition, Respondent will offer a separate coffee and tea menu, inclusive of a variety of coffee and tea beverages, such as espresso and lattes, and various types and flavors of tea, making each of these beverages "to-go".

The priced menu should include a description of the beverage(s) to be sold and sustainable nature of the packaged food(s) offered, including the benefits to the community or environment (locally grown, organic, etc.)

**G. San Francisco City Ordinances.** Respondents should clearly describe how they plan to meet the goals and comply with City law pertaining to mandated waste reduction by using compostable utensils, plates and napkins, etc.

**H. Signage.** Respondent will provide sample signage to include posted hours of operation, for City approval. Signage must adhere to ADA building codes.

**I. References.** Each Respondent shall provide at least two business related references.

**J. Document Execution.** The Proposal and Enterprise Experience Qualifications Questionnaire must be signed digitally or in ink. A corporation shall execute these documents by its duly authorized officers in accordance with its corporate bylaws. A partnership shall execute these documents by its duly authorized partners in accordance with the partnership agreement. A limited liability company shall execute these documents by its duly authorized members or managers in accordance with its operating statement.

If the Respondent's firm is a joint venture consisting of a combination of any of the above entities, each joint venture partner shall execute these documents. Anyone signing a proposal as an agent of a firm or entity shall submit legal evidence of his/her authority to do so with the proposal. Where necessary due to the number of signatories, copies of the signature pages of the documents may be executed and submitted by such additional signatories.

Burt Hirschfeld  
Real Estate Division  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102.

RE: "RFP# 2024.04 – Library Café" on the envelope or email subject line.

#### **IV. EVALUATION AND SELECTION CRITERIA**

##### **A. Minimum Qualifications**

Proposals should clearly demonstrate that the minimum qualifications are met. Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the contract. If required information is complete, but the department determines that the Respondent does not meet minimum qualifications, Respondent may be deemed non-responsive.

##### **B. Grounds for Rejection**

Any false, incomplete, or unresponsive statements in connection with a proposal may be cause for its rejection at the City's discretion. Any judgment as to the significance of any falsity, incompleteness, or unresponsiveness associated with a proposal shall be the prerogative of the City and its judgment shall be final. The City reserves the right to waive minor defects or irregularities in any proposal.

##### **C. Selection Criteria and Scoring**

The proposals will be evaluated by a selection committee comprised of parties with expertise in leasing and real estate, including leasing to small cafes and coffee shops, food vendors, concessions and food trucks. The City intends to evaluate the proposals generally in accordance with the criteria itemized below, demonstrated by the responsiveness to requirements indicated in this RFP below.

The City reserves the right to request clarification or additional information.

The evaluation process will consist of the evaluation phase allocation of points below:

<b>Evaluation Phase</b>	<b>Points</b>
Screening of Minimum Qualifications	PASS/FAIL
Written Business Plan	20
Experience in Cafe Management	20
Financial Capacity	15
Integration of Sustainable Food Concepts	15
Inventory/Menu Selection/Pricing	20
Local Business Enterprise (LBE)	<u>10</u>
TOTAL	100

##### **1. Screening of Minimum Qualifications (Pass/Fail)**

Each proposal will be reviewed for initial determinations on whether Respondent meets minimum qualifications referenced in Section III., A., of this RFP. Proposals will not be scored during the screening of Minimum Qualifications. This screening is simply a pass or fail determination as to whether the Respondent has met the minimum qualifications. A proposal that fails to meet the minimum qualifications will not be eligible for consideration in the evaluation process. The City reserves the right to request clarifications from Respondents prior to rejecting a proposal for failure to meet the minimum qualifications. Clarifications are limited exchanges between the City and Respondent for the purpose of clarifying certain aspects of the proposal and will not provide a Respondent the opportunity to revise or modify its proposals. Only proposals that meet the minimum qualifications can proceed to the next evaluation phases.

##### **2. Written Business Plan (20 points)**

The proposals will be evaluated by a selection committee comprised of parties with expertise in the needed services. The City intends to evaluate the proposals generally in accordance with the criteria itemized below based on clear and realistic objectives.

- (a) Stated Strategy and Marketing Plan
- (b) Evidence of past and present financial foundation (Ability/Success)
- (c) Clients and relation to menu being offered
- (d) Sustainability & Environmental Awareness

### **3. Experience in Cafe Management (20 points)**

Documented experience operating a café or coffee shop, including business plan, marketing plan, number of employees, reviews, and customer satisfaction.

### **4. Financial Capacity (of organization & partners) (15 points)**

- a) Provide most recent available credit report and accepted state and federal tax return for the past three (3) to five (5) years of the business entity and each principal partner and/or joint venture participant;
- b) Describe sources of working capital to cover operating costs and to adequately maintain operations at a high level, including during periods of seasonal variations in activity;
- c) Describe the source of funding for initial improvements, if any; and provide summary of gross sales.
- d) Please state the type of entity the Respondent, if selected, intends to carry on the business as (individual, partnership, joint venture, LLC, corporation, other).

### **5. Integration of Sustainable Food Concepts (15 points)**

Describe standards used to meet San Francisco City Ordinances to manage waste reduction, water conservation and energy conservation. Standards must address the City's waste reduction policies which include:

- a) Plastic, Litter, and Toxics reduction Law (<https://sfenvironment.org/reduceplastic>)
- b) Food Service Waste Reduction Ordinance ( <https://sfenvironment.org/node/3414>)
- c) Checkout Bag Ordinance (<https://sfenvironment.org/node/2567>)
- d) Polystyrene Foam and the Food Service and Packaging Waste Reduction Ordinance (<https://sfenvironment.org/node/11231>)
- e) Food Recovery Requirements (<https://sfenvironment.org/SB-1383>)

### **6. Inventory/Menu/Pricing (20 points)**

The inventory/packaged foods/beverages being offered and the competitive pricing in light of the location, potential clientele and visitors to the Library.

### **7. Local Business Enterprise (10 points)**

Evidence of Local Business Enterprise certification as deemed/certified by the Contract Monitoring Division (CMD) – available only to businesses with a primary place of business in San Francisco.

The City strongly encourages responses from qualified LBEs. Pursuant to Chapter 14B, the following rating bonuses will be in effect for any Respondents who are certified as a Small or Micro-LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling (415) 581-2310. The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

- (i) A 10% bonus to a Small or Micro LBE—including Non-Profit; or a joint venture between or among LBEs; or
- (ii) A 5% bonus to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%;
- (iii) A 7.5% bonus to a joint venture with LBE participation that equals or exceeds 40%;

#### Joint Venture Rating Bonus

If applying for a rating bonus as a joint venture, the LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the response, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture's portion of the Permit must be assigned a commercially useful function.

#### **D. Award of Permit**

The City will select a Respondent with whom it shall commence contract negotiations to issue a Permit. The selection of any proposal shall not imply acceptance by the City of all terms of the Proposal, which may be subject to further negotiations and approvals before the City is legally bound thereby. If a satisfactory Permit cannot be negotiated in a reasonable time the City, in its sole discretion, may terminate negotiations with the Respondent. The City reserves the right to begin negotiations with the next highest scoring respondent.

After selection of the successful Respondent, the Permit will be awarded subject to approval by the Board and Mayor in their sole and absolute discretion. If the successful Respondent does not execute the Permit or occupy the Premises within the timelines set forth herein in the approved permit, the City shall have the right to begin negotiations with the next highest scoring respondent.

The final permit shall be for a term of 3 years and shall be submitted to the Board of Supervisors and the Mayor for approval in their sole and absolute discretion.

#### **V. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS.**

**A. Invitation to Submit Proposals; No Obligations by City to Contract.** This RFP is only an invitation to submit proposals and does not commit the City in any way to enter into a

Permit agreement. In addition, the issuance of this RFP does not obligate the City to pay any costs whatsoever incurred by anyone in connection with this RFP, including without limitation, (a) the preparation and presentation of documents, (b) any supplements or modifications of this RFP or (c) discussions with the City or other party arising out of or relating to this RFP or the subject matter of this RFP.

**B. Reservation of Rights by City.** The City expressly reserves the right at any time and from time to time, and for its own convenience, in its sole discretion, to do any or all of the following:

1. Waive or correct any defect or technical error, informality, in any response, proposal or procedure, as part of the RFP or any subsequent negotiation process;
2. Reject any and all proposals, without indicating any reason for such rejection;
3. Rescind or reissue an RFP;
4. Modify the selection procedure;
5. Extend deadlines for accepting proposals, or request amendments to proposals after expiration of deadlines, by mailing such change to each Respondent;
6. 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 Solicitation, or the requirements for contents or format of the Proposals;
7. No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Respondent's failure to comply with this Solicitation.

**C. Compliance with Conditions, Specifications, and Requirements.** All Respondents shall comply with the conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the proposal, subject to City's discretion.

**D. Obligations to City.** No proposal will be accepted from any person, firm, partnership, corporation or other entity that is in arrears upon any obligation to the City or that otherwise may be deemed irresponsible, unreliable or unqualified by the City.

**E. One Proposal Limitation.** Only one proposal will be accepted from any one person, firm, partnership, corporation or affiliated entities; however, several alternatives may be included in one submittal.

**F. Minimum Period of Ninety (90) Days Proposal.** All proposals must be firm for a minimum period of ninety (90) days following the opening of the proposals.

**G. Accurate and Complete Information.** The information presented in this RFP is provided solely for the convenience of the Respondents and other interested parties. It is the responsibility of the Respondents and other interested parties to assure themselves that the information contained in this RFP is accurate and complete. The City or their advisors provide no assurances pertaining to the accuracy of the information in this RFP.

**H. No Claims Against City.** The Respondent shall not obtain by its proposal to this RFP, any claim against the City, or any City property, 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 rejection of any offer or all such offers, the acceptance of any offer, entering into any

Permit, the failure to enter into such Permit, any statement, representations, acts or omissions of the City, the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of all or any of the foregoing.

**I. Respondent Certification.** By submitting a proposal, the Respondent certifies to the City that (i) the only persons or parties interested in the proposal as principals are those named therein; (ii) the proposal is tendered without collusion with any other person, including partnerships, firms and corporations; (iii) the Respondent has not paid nor agreed to pay and will not pay or agree to pay any fee or commission, or any other thing of value contingent on the award of a Permit agreement for the Premises to any City employee or official, or to any contracting consultant hired by the City for purposes of this project, or to any agent of the City; (iv) if the proposal is accepted, Respondent will execute a Permit for the Premises on or before the deadline specified by the City; and (v) the Respondent understands and accepts all conditions and requirements contained in this RFP.

**J. Sunshine Ordinance.** Generally, all documentation, including financial information submitted by the successful Respondent to the City, are public records under State and local law. The Respondent will clearly designate those financial records which it 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 financial information, consistent with the City's general practices for maintaining the confidentiality of such information. However, the City will not under any circumstances be responsible for any damages or losses incurred by a Respondent or any other person or entity because of the disclosure of such financial information.

**K. Right to Disqualify.** The City reserves the right to disqualify any Respondent to this RFP on the basis of any real or apparent conflict of interest that is disclosed by the proposals submitted or other data available to the City. This disqualification is at the sole discretion of the City.

**L. Permit Approvals.** The Permit will require the approval of the Board and Mayor in their sole and absolute discretion. As part of the approval process, the successful Respondent may be required, at its sole expense, to prepare and provide documents or exhibits and make presentations associated with the Permit as required by such bodies prior to the execution of the Permit.

## **VI. PERMIT REQUIREMENT**

### **Standard Contract Provisions**

The successful Respondent will be required to enter into a contract substantially in the form of the Permit, attached hereto as Exhibit B. Failure to timely execute the permit, or to furnish any and all insurance certificates or other materials required in the agreement, shall be deemed an abandonment of an offer. Upon abandonment, the City, in its sole discretion, may select another Respondent.

## **VII. PROTEST PROCEDURES**

### **a) Protest of Non-Responsiveness Determination**

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual

authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**b) Protest of Non-Responsible Determination**

Within five working days of the City's issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive proposer may submit a written notice of protest. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The vendor will be afforded an opportunity to rebut such adverse evidence, and will be permitted to present evidence that they are qualified to perform the contract. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsibility. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**c) Protest of Contract Award**

Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**d) Delivery of Protests**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

**Claudia J. Gorham**  
Deputy Managing Director  
Real Estate Division  
25 Van Ness Ave., #400  
San Francisco, California 94102  
Email: [claudia.gorham@sfgov.org](mailto:claudia.gorham@sfgov.org)

**[Please sign on next page]**

Respondent acknowledges receipt of this RFP, including attachments A through C, and hereby submits the attached proposal for consideration under the terms and conditions outlined herein.

Authorized Signatory(ies) for Respondent, dated this \_\_\_\_ of \_\_\_\_\_, 2024:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

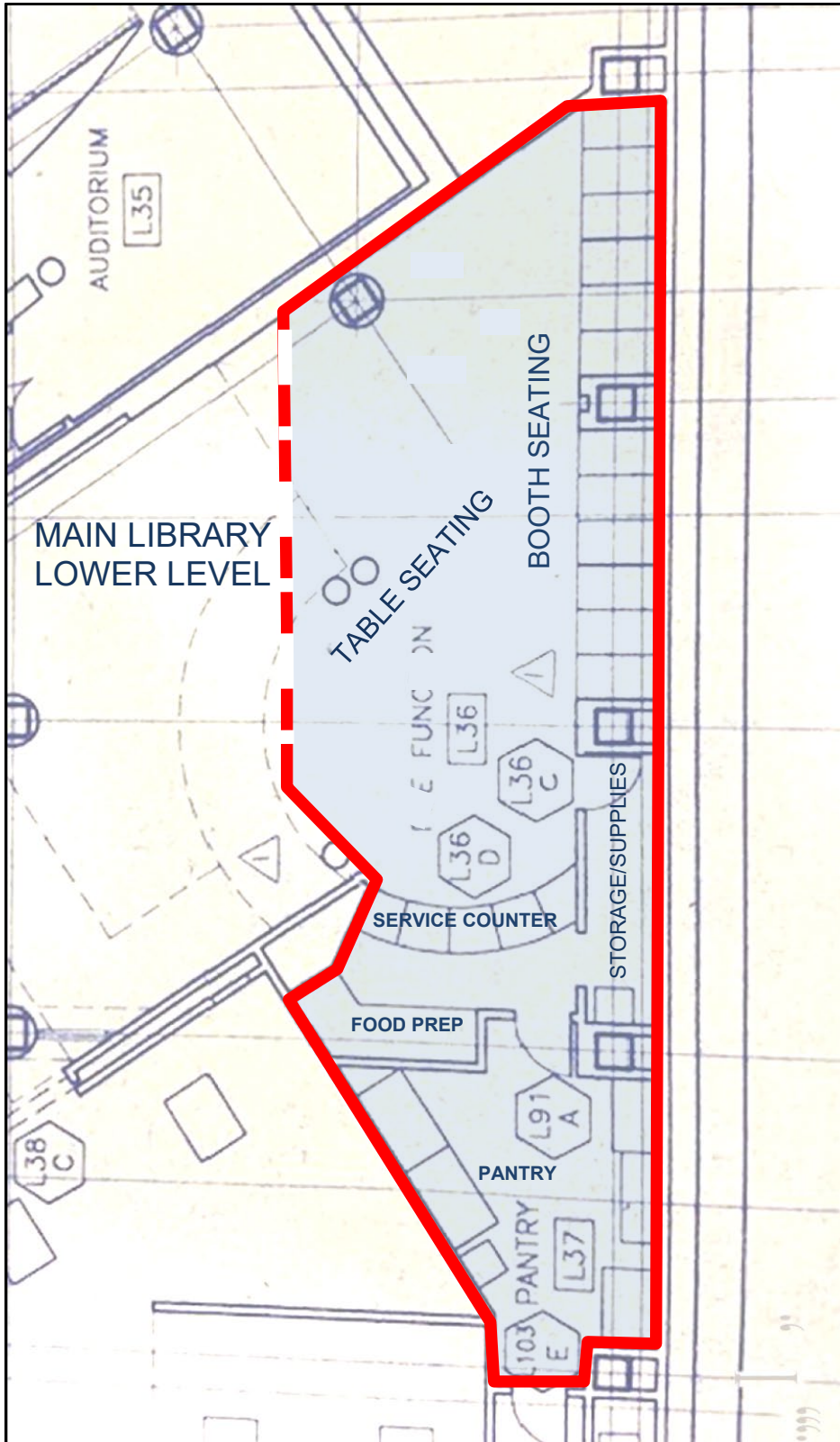
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT A**  
**SPACE PLAN\***



\* NOT TO SCALE. DESIGNATION OF UNDEMISED PERIMETER (DASHED LINE) IS APPROXIMATE

**EXHIBIT B**  
**HOLIDAYS**

The City observes the following holidays:

New Year's Day  
Martin Luther King, Jr. Birthday  
Presidents' Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Indigenous Peoples' Day  
Veterans' Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Day

If any of these legal holidays falls on a Sunday, the Monday becomes the legal holiday. If any of these holidays falls on a Saturday, the preceding Friday is observed as a holiday.

**EXHIBIT C**

**Enterprise Experience and Qualifications Questionnaire**

Name of Respondent: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Type of Entity (corporation, joint venture, etc.): \_\_\_\_\_

Full Name, Title and Contact Information for all principal personnel of Respondent:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

**I. Respondent's Financial Information (attach separate sheets):**

- a) In addition to audited financial statements requested in the RFP annual reports, financial ratings, and other supportive information indicating the financial condition of the Respondent, all subsidiary units and the parent organization, for the last five years.
- b) Names, addresses and telephone numbers of banks, financial and lending institutions and individuals who have provided financial assistance to the Respondent or who have participated financially in any of the Respondent's major projects during the past five years.
- c) Properly certified statements by the appropriate officer or other individual attesting to the accuracy of and completeness of all financial information submitted.
- d) Financial Summary Relative to your business operations, Please answer "Yes" or "No" to the following questions. The following questions pertain to all Permits and sub-Permits that you hold or have held in the past five years. Please provide an explanation for those questions in which you responded with "Yes."

In the past five (5) calendar years:

1. Have you received a letter/notice (e.g. Notice of Default) from the landlord requesting that you remedy/cure any type of default under the Permit (e.g., non-payment of rent, maintenance)?
2. Have you received a letter/notice demanding that you “Pay or Quit” the premises for non-payment of rent?
3. Have you filed for bankruptcy?
4. Have you terminated a Permit before the expiration of the Permit term?
5. Have you been or are you currently on a “payment plan” to pay past due rent or fees that are owed to the landlord?

## **II. Respondent’s Team Qualifications & Experience (up to 4 pages)**

- a) Names, addresses, telephone, facsimile numbers and e-mail addresses of all Respondent team members and entities, including a project organization chart indicating key personnel, responsibilities, and relationships within the Respondent’s organization and the designated lead for project coordination.
- b) Names and qualifications of all members of Respondent’s Board of Directors if applicable.
- c) Names and qualifications of members of Respondent’s staff who Respondent currently believes will be involved with the project.
- d) Names, employers, addresses, and qualifications of all known professional consultants to be used on the project (California state and local licenses for professionals and contractors will be required as mandated by law). In addition, identify the expected role for each professional consultant (i.e. – designer, planner, public relations, business consultant, career counselor, etc.).
- e) Name and address of Respondent’s insurance carrier and description of Respondent’s proposed insurance coverage for the project.
- f) Completed non-collusion affidavit form and corporate certificate form.

## **III. Litigation Information (attach separate sheets)**

Each Respondent shall provide a complete description of the status and resolution of any pending or prior litigation (within the past five years) involving the activities of any of Respondent’s staff, team members, or team members’ staff, to the extent that the subject matter of the litigation is material to the evaluation of the submittal. Examples of litigation issues material in this instance include, but are not limited to, fraud and breach of contract.