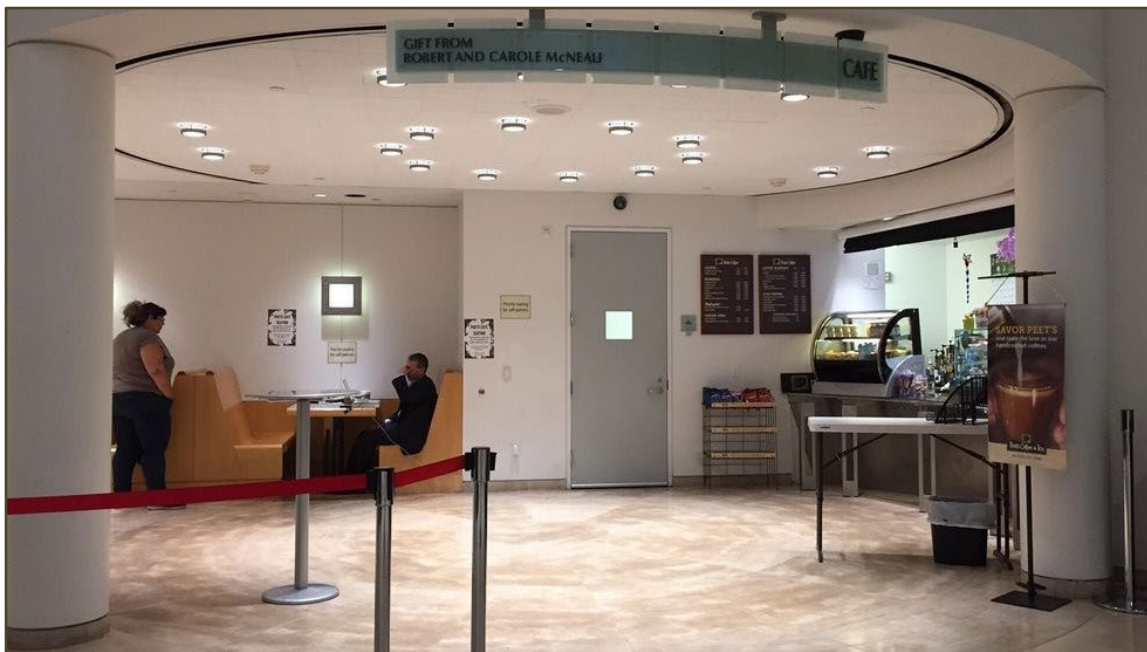


CITY AND COUNTY OF SAN FRANCISCO



**REQUEST FOR PROPOSALS
FOR ACCESS AND USE PERMIT
TO CAFE OPERATOR
AT THE
SAN FRANCISCO MAIN LIBRARY
100 LARKIN STREET
(RFP #2024.05 – LIBRARY CAFE)**



(Movable equipment may not be included.)

KEY PROPOSAL DATES

RFP Issued May 30, 2024

Pre-Proposal Tour of Premises and Conference **June 12, 2024**

Tour of Library Premises (100 Larkin St., Lower Level) 11:00 AM–11:30 AM
Conference 11:30 AM -12.00 PM

or:

June 14, 2024

Tour of Library Premises (100 Larkin St., Lower Level) 11:00 AM–11:30 AM
Conference 11:30 AM -12.00 PM

Deadline to Submit Written Questions June 26, 2024

Proposals Due **July 17, 2024**

Interviews with Select Respondents August 6 – August 13, 2024*

Notice of Intent to Award Permit August 20, 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 | May 30, 2024 |
| Pre-proposal Site Tour and Conference | <u>June 12, 2024</u> |
| Tour | 11:00 AM – 11:30 AM |
| Conference | 11:30 AM – 12:00 PM |
| <i>or:</i> | <u>June 14, 2024</u> |
| Tour | 11:00 AM – 11:30 AM |
| Conference | 11:30 AM – 12:00 PM |
| Deadline to submit written questions | June 26, 2024 |

Proposals Due

July 17, 2024

Interviews with Select Respondent

August 6 - 13, 2024*

Notice of Intent to Award Permit

August 20, 2024

C. Proposers’ Site Tour and Pre-Submittal Conference

A Respondents/Proposers’ Site Tour will be held on June 12, 2024, from 11:00 a.m. to 11:30 a.m., and June 14, 2024, at the same times, at the Café space on the lower level of the Main Library, located at 100 Larkin Street, San Francisco, to be followed by a Conference from 11:30 a.m. to 12:00 p.m. on each day (more below). 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 June 26, 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. Please identify the RFP as RFP# 2024.05 – 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.

*Tentative

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.

E. 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.

F. 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 \$_____.

G. 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).

H. 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 |

I. 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.

J. 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.

K. 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.

L. 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.

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

N. 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. on July 17, 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 and reference “RFP#2024.05 – 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# 2024.05 – 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# 2024.05 – 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:

| Evaluation Phase | Points |
|-------------------------------------|---------------|
| 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 at least XXX 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 of 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

[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*

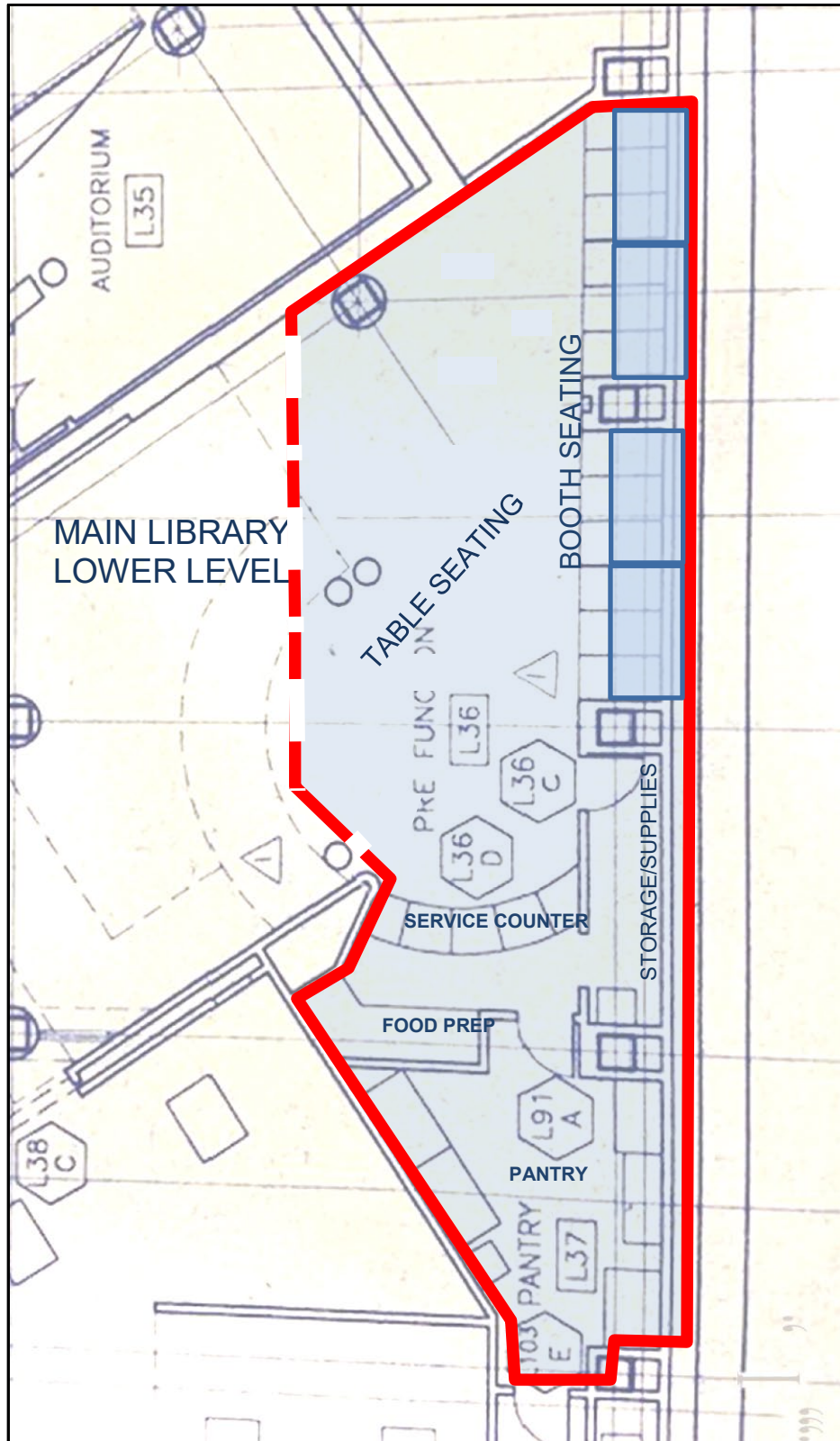


EXHIBIT B
CITY'S PERMIT TEMPLATE
(ATTACHED)

NOT FOR EXECUTION

REVOCABLE PERMIT TO ENTER AND USE PROPERTY

by and between

CITY AND COUNTY OF SAN FRANCISCO

and

Permittee

to enter and use property located at

San Francisco Public Library

100 Larkin Street

City Property Address,

San Francisco, California 94102

_____, 20__

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**CITY AND COUNTY OF SAN FRANCISCO
REVOCABLE PERMIT**

TO ENTER AND USE PROPERTY

(San Francisco Main Public Library
100 Larkin Street)

THIS REVOCABLE PERMIT TO ENTER AND USE PROPERTY (this “**Permit**”), dated for reference purposes only as of January 12, 2024, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**”) and _____, a California _____ (“**Permittee**”).

City and Permittee agree as follows:

1. LICENSE

City grants to Permittee a revocable, personal, unassignable, non-exclusive, and non-possessory privilege to enter on and use a portion of that certain real property owned by City located at 100 Larkin Street, (Assessor’s Parcel Number Block 0354, Lot 001) in the City and County of San Francisco, more particularly shown in Exhibit A attached to this Permit (the “**Permit Area**”), for the limited purpose and subject to the terms, conditions and restrictions set forth below. This Permit gives Permittee a license only, revocable at any time at the will of City and nothing in this Permit constitutes a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in the Permit Area, or any portion of it. The privilege given to Permittee under this Permit is effective only to the extent of City’s rights in the Permit Area, and Permittee will obtain any further permission necessary because of any other existing rights affecting the Permit Area.

2. USE OF PERMIT AREA

2.1 Scope of Permitted Use

Permittee may enter and use the Permit Area for the sole purpose of operation of a café serving coffee, other beverages in compliance with sections 35 and 36, and [TBD]

(a) Permittee may provide tables and chairs in the area generally depicted on Exhibit XX (the “**Seating Area**”), for use of its customers and the general public. The furniture used in the Seating Area must be good quality and attractive. Permittee acknowledges, in particular, that the Permit Area is in a highly visible area, accordingly, the furniture, equipment, and fixtures used at the Permit Area must maintain and complement the immediate surroundings. City's prior written approval is required for any furniture, garbage receptacles, fixtures, and equipment used in the Seating Area and its placement. City’s approval will be at City’s sole discretion. Permittee will repair or replace the furniture used in the Seating Area from time to time as required to maintain the furniture in a first class condition. The tables and chairs in the Seating Area must be configured so that there are walkways and sufficient area for pedestrian ingress and egress on either side of the tables and to minimize any potential tripping or other hazards. Permittee, at Permittee's sole cost and expense, must remove the tables and chairs from the Seating Area each day at close of business in the Permit Area.

(b) Permittee may not use the Seating Area in a manner which has been identified in writing as being unsafe by Permittee’s insurer or City's Risk Manager or insurer. During Permittee’s hours of operation, Permittee will keep the Seating Area and the furniture free of

dishes, utensils, food, debris, and spills and in a neat, clean, orderly, and attractive condition at all times and will, as necessary, provide and empty garbage receptacles serving the Seating Area. If Permittee fails to maintain the Seating Area in the condition required, the City may provide written or oral notice to the manager or senior employee then on duty, describing the deficiency (the "**Cleaning Default**"), and Permittee will promptly correct the deficiency. Failure to comply with this Section will constitute a breach of this Permit which may result in revocation under the provisions of Section 6 below.

(c) Permittee acknowledges that the Seating Area is open to the public, and Permittee cannot limit use of the Seating Area to Permittee's customers, and cannot prohibit the consumption of outside food and beverages in the Seating Area.

2.2 Permit Area Part of Public Right-of-Way

Intentionally Omitted.

3. INSTALLATION OF FACILITIES

Intentionally Omitted.

4. RESTRICTIONS ON USE

Permittee acknowledges that the following uses of the Permit Area by Permittee or any other person claiming by or through Permittee are inconsistent with the limited purpose of this Permit and are strictly prohibited. The uses listed below are not exclusive and this Section does not limit the City's authority to specify additional restrictions on the use of the Permit Area, in City's sole discretion.

4.1 Improvements

Except as otherwise expressly provided in this Permit, Permittee may not construct or place any temporary or permanent structures or improvements on the Permit Area, and Permittee will not alter any existing structures or improvements on the Permit Area.

4.2 Dumping

Permittee may not dump or dispose of refuse or other unsightly materials on, in, under, or about the Permit Area.

4.3 Hazardous Material

Permittee will not cause, and Permittee will not allow any of its Agents or Invitees (as defined in Section 19 below) to cause, any Hazardous Material (as defined below) to be brought on, kept, used, stored, generated, or disposed of in, on, or about the Permit Area, or transported to or from the Permit Area. Permittee will immediately notify City when Permittee learns of or has reason to believe that a release of Hazardous Material has occurred in, on, or about the Permit Area. Permittee will comply with all laws requiring notice of releases or threatened releases to governmental agencies, and will take all action necessary to mitigate the release or minimize the spread of contamination. If Permittee or its Agents or Invitees cause a release of Hazardous Material, Permittee will, without cost to City and in accordance with all laws and regulations,

restore the Permit Area to the condition immediately before the release. In connection with the release and restoration of the Permit Area, Permittee will give City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise proceeding involving Hazardous Material. **“Hazardous Material”** means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes, without limitation, any material or substance defined as a “hazardous substance, pollutant or contaminant” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., or under California Health & Safety Code Section 25316; a “hazardous waste” listed under California Health & Safety Code Section 25140; any asbestos and asbestos containing materials whether or not those materials are part of the Permit Area or are naturally occurring substances in the Permit Area, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term **“release”** or **“threatened release”** when used with respect to Hazardous Material includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the Permit Area.

4.4 Nuisances

Permittee will not conduct any activities on or about the Permit Area that constitute waste, nuisance, or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises, or lights) to City, to the owners or occupants of neighboring property or to the public.

4.5 Damage

Permittee will not do anything about the Permit Area that will cause damage to any of City's property.

5. FLOOD RISK DISCLOSURE

Intentionally Omitted.

6. PERMIT FEES

Permittee will pay to City a one-time non-refundable permit fee of \$ _____ to cover City's processing, inspection, and other administrative costs. The fee is payable at the same time Permittee signs and delivers this Permit to City. Payment must be made in cash or by good check payable to the City and County of San Francisco and delivered to City's Director of Property at the primary address for notices to City specified below, or any other place that City may designate in writing. In addition, throughout the term of this Permit beginning on the date on which the term of this Permit commences, Permittee will pay to City a monthly fee in the amount of \$ ____ [TBD] _____ for Permittee's use of the Permit Area. Permittee will pay the monthly fee to City in advance, without prior demand and without any deduction, setoff or counterclaim whatsoever, on or before the first day of the term of this Permit and on or before the first day of each following month. Permittee must pay all amounts payable under this Permit in cash or by good cashier's or certified check to the City and County of San Francisco

and delivered to City's Director of Property at the primary address for notices to City specified below, or such other place as City may designate in writing. The monthly fee will be prorated for any fractional month. Without limiting its right to revoke this Permit or any of its other rights, City may increase the monthly use fee at any time and from time to time on not less than ___ days' written notice to

Permittee acknowledges that its late payment to City of any monthly fee or other sums due from Permittee under this Permit under will cause City to incur costs not contemplated by this Permit, the exact amount of which will be extremely difficult to ascertain. Those costs include, but are not limited to, processing and accounting charges. Accordingly, if any permit fee or any other sum due from Permittee, is not received by City within fifteen (15) days after it is due, then Permittee must pay to City a late charge of One Hundred Fifty Dollars (\$150). The parties agree that the late charge represents a fair and reasonable estimate of the costs City will incur because of Permittee's late payment. City's acceptance of a late charge by City neither constitutes a waiver of Permittee's default regarding the overdue amount, nor prevents City from exercising any of the other rights and remedies.

7. TERM OF PERMIT; REVOCABILITY

The privilege given to Permittee under this Permit is temporary only and will commence on _____ [TBD] _____, 2024, the execution of this Permit by City, and will expire at 5:00 p.m. on _____ [TBD] _____, 2027 on the 30th day following the date of execution, unless sooner terminated. Without limiting any of its rights under this Permit, City may at its sole option freely, upon ninety (90) days prior written notice to Permittee, revoke this Permit at any time before the expiration date, without cause and without any obligation to refund any part of any fee or other charge paid under this Permit or pay any consideration to Permittee.

If Permittee fails to comply with any of the terms or conditions of this Permit and does not cure the non-compliance within three (3) days after notice by City (or if Permittee fails to comply with a non-monetary obligation that cannot be cured within three (3) days, and Permittee does not commence the cure within three (3) days and diligently pursue the cure until it is timely completed), then City may, without limiting any of its other rights and remedies, revoke this Permit. If City revokes this Permit, then Permittee will immediately surrender the Permit Area in the condition required under this Permit. Further, City may revoke with Permit, with or without notice to Permittee, if City determines that there is an emergency requiring revocation of the Permit, in which case, Permittee will immediately surrender the Permit Area in the condition required under this Permit.

If Permittee continues to operate in the Permit Area after the expiration of this Permit with the express consent of City, then Permittee's use will be construed to automatically extend the term of this Permit on a month-to-month basis on the terms and conditions of this Permit, as applicable (for example, except for those pertaining to the term). Any continued use of the Permit Area after the expiration or termination of this Permit without the City's consent will be at a monthly permit fee equal to [TBD] _____ Dollars (\$ _____) per month, and will constitute a default by Permittee and entitle City to exercise any or all of its remedies as provided in this Permit and at law, even if City elects to accept one or more payments of the monthly permit fee.

8. INSURANCE

(a) Permittee will procure and keep in effect at all times during the term of this Permit, at Permittee's expense, and cause its contractors and subcontractors to maintain at all times during any work or construction activities on the Permit Area insurance as follows:

(i) General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Permittees, Explosion, Collapse and Underground (XCU), Broad Form Property Damage, Sudden and Accidental Pollution, Products Liability and Completed Operations;

(ii) Workers' Compensation Insurance with Employer's Liability Coverage with limits of not less than One Million Dollars (\$1,000,000) each accident.

(iii) Food Products Liability Insurance with limits not less than One Million Dollars (\$1,000,000);

9. SECURITY FOR PERFORMANCE

On or before the commencement date of this Permit, Permittee must deposit with City the sum of one-thousand dollars (\$1,000.00) (the "**Security Deposit**") to secure Permittee's faithful performance of all terms and conditions of this Permit, including, without limitation, its obligation to surrender the Permit Area in the condition required by this Permit. The Security Deposit must be paid in cash. The amount of the Security Deposit does not limit Permittee's obligations under this Permit. City may (but is not required to) apply the Security Deposit in whole or in part to remedy any damage to the Permit Area caused by Permittee, its Agents or Invitees, or any failure of Permittee to perform any other terms, covenants, or conditions of this Permit (including, but not limited to, the payment of permit fees or other sum due from Permittee either before or after a default), without waiving any of City's other rights and remedies under this Permit or at law or in equity. To the extent it is applicable to this Permit, Permittee waives the provisions of California Civil Code Section 1950.7 or any similar law, statute, or ordinance now or later in effect and Permittee expressly agrees that City may retain any portion of Security Deposit reasonably necessary to compensate City for any other foreseeable or unforeseeable loss or damage caused by the acts or omissions of Permittee, its Agents or Invitees.

If City uses any portion of the Security Deposit to cure any default by Permittee, Permittee will immediately replenish the Security Deposit to the original amount. If any permit fee is increased under to any of the provisions of this Permit, Permittee will increase the amount of the Security Deposit proportionately. City's obligations with respect to the Security Deposit are solely that of debtor and not trustee. City is not required to keep the Security Deposit separate from its general funds, and Permittee is not entitled to interest on the Security Deposit.

10. COMPLIANCE WITH LAWS

Permittee will, at its expense, conduct and cause to be conducted all activities on the Permit Area in a safe and prudent manner and in compliance with all laws, regulations, codes, ordinances, and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act and any other disability access laws), whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Permittee will, at its sole expense, procure and maintain in force at all times during its use of the Permit Area any and all business and other licenses or approvals necessary to conduct the activities allowed under this Permit. Permittee understands and agrees that City is entering into this Permit in its capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers. Nothing in this Permit will limit in any way Permittee's obligation to obtain any required regulatory approvals from City departments, boards, or

commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers.

11. COVENANT TO MAINTAIN PERMIT AREA

In connection with its use of the Permit Area, Permittee will at all times, at its sole cost, maintain the Permit Area in a good, clean, safe, secure, sanitary, and sightly condition.

12. REMOVAL OF IMPROVEMENTS

Without limiting any of City's other rights under this Permit or otherwise, Permittee will promptly, at City's request, alter or remove at no cost to City all improvements or other property installed or placed in, on, under, or about the Permit Area by or for Permittee, as may be necessary to avoid any actual or potential interference with any public utilities now or later installed in, on, under, or about the Permit Area, with the maintenance or repair the Permit Area or those utilities, or otherwise with any public trust uses or any other municipal operations or uses by City. In the event of an emergency City may, at its sole option and without notice, alter, remove, or protect at Permittee's sole expense, any and all facilities, improvements, plantings, or other property installed or placed in, on, under, or about the Permit Area by Permittee.

13. SURRENDER

On the expiration of this Permit or within ten (10) days after any other termination of this Permit, Permittee will surrender the Permit Area in the same condition as received, and broom clean, free from hazards, and clear of all debris, and Permittee will remove all of its property from the Permit Area and any signs or any other improvements permitted under this Permit, and will repair, at no cost to City, any damage to the Permit Area caused by that removal. Permittee's obligations under this Section will survive any termination of this Permit.

14. WAIVER OF CLAIMS; WAIVER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

(a) Neither City nor any of its Agents, or their employees, will be liable for any damage to the property of Permittee, its Agents or Invitees, or their employees, or for any bodily injury or death to any persons, resulting or arising from the condition of the Permit Area or its use by Permittee.

(b) Permittee acknowledges that this Permit is freely revocable by City and in view of that fact, Permittee expressly assumes the risk of making any expenditures in connection with this Permit, even if the expenditures are substantial. Without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its Agents, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, if City exercises its right to revoke or terminate this Permit.

(c) Permittee acknowledges that it will not be a displaced person at the time this Permit is terminated or revoked or expires by its own terms, and Permittee fully RELEASES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its Agents, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

Permittee expressly acknowledges and agrees that the fees payable under this Permit do not take into account any potential liability of City for any consequential, special, or incidental damages including, but not limited to, lost profits and _____ arising out of disruption to the facilities or Permittee's uses under this Permit. City would not be willing to give this Permit in the absence of a complete waiver of liability for consequential, special, and incidental damages due to the acts or omissions of City or its Agents, and Permittee expressly assumes all risk with respect thereto. Accordingly, without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential, special, and incidental damages (including without limitation, lost profits and _____), and covenants not to sue for such damages, City, its Agents, and all persons acting by, through or under each of them, arising out of this Permit or the uses authorized under this Permit, including, without limitation, any interference with uses conducted by Permittee under this Permit, regardless of the cause, and whether or not due to the negligence or gross negligence of City or its Agents.

(d) In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Permittee acknowledges that the releases contained in this Permit includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee acknowledges that it has agreed to this Permit with full knowledge of this waiver and the effect of this waiver, and, being fully aware of the consequences, Permittee intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained in this Permit will survive any termination of this Permit.

15. REPAIR OF DAMAGE

If any portion of the Permit Area or any property of City located on or about the Permit Area is damaged by Permittee, its Agents or Invitees or as a result of any activities conducted by Permittee, its Agents or Invitees, Permittee will immediately, at no cost to City repair any and all the damage and restore the Permit Area or property, including, but not limited to, the roof, to its previous condition.

16. SIGNS

Permittee will not place, erect, or maintain any sign, advertisement, banner, or similar object on or about the Permit Area, without having first obtained City's written consent, which City may give or withhold in its sole discretion.

17. UTILITIES

City has no responsibility or liability of any kind for any utilities that may be on, in, or under the Permit Area. Permittee has the sole responsibility to locate all utilities and protect them from damage. Permittee will arrange and pay for any necessary temporary relocation of City and public utility company facilities, subject to the prior written approval by City and any utility companies for any relocation. Permittee will be solely responsible for arranging and paying directly for any utilities or services necessary for its activities; provided, however, that under San Francisco Administrative Code Section 99.3, Permittee will only receive electricity at the Permit Area from the San Francisco Public Utilities Commission (“SFPU”) unless SFPU determines that the service is not feasible.

18. CITY'S RIGHT TO CURE PERMITTEE DEFAULTS

If Permittee fails to perform any of its obligations under this Permit, to restore the Permit Area or repair damage, or if Permittee defaults in the performance of any of its other obligations under this Permit, then City may, at its sole option, remedy the failure for Permittee's account and at Permittee's expense by providing Permittee with three (3) days' prior written or oral notice of City's intention to cure the default (except that no prior notice will be required in an emergency as determined by City). No actions taken by City will be construed as a waiver of any rights or remedies of City under this Permit or otherwise, and nothing in this Permit will imply any duty of City to do any act that Permittee is obligated to perform. Permittee will pay to City on demand, all costs, damages, expenses, or liabilities incurred by City, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy the default. Permittee's obligations under this Section will survive the termination of this Permit.

19. NO COSTS TO CITY

Permittee will bear all costs or expenses of any kind or nature in connection with its use of the Permit Area, and will keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Permit Area.

20. INDEMNITY

Permittee will indemnify, defend, and hold harmless City, its commissions, departments, boards, officers, agents, employees, contractors or subcontractors (collectively, “**Agents**”), and each of them, from and against all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind (collectively, “**Losses**”), arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on, or about the Permit Area, or any part of it, whether the person or property of Permittee, its Agents, its invitees, guests, or business visitors (collectively, “**Invitees**”), or third persons, relating in any manner to any use or activity by Permittee; (b) any failure by Permittee to faithfully observe or perform any of the terms, covenants, or conditions of

this Permit; (c) the use of the Permit Area or any activities conducted by Permittee, its Agents, or Invitees; or (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Permittee, its Agents, or Invitees, on, in, under, or about the Permit Area, any improvements on the Permit Area, or into the environment; except solely to the extent of Losses resulting directly and solely from the willful misconduct of City or City's authorized representatives. The foregoing indemnity includes, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Permit Area and claims for damages or decreases in the value of adjoining property. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnity provision even if the allegation is or may be groundless, fraudulent, or false, which obligation arises at the time the claim is tendered to Permittee by City and continues at all times thereafter. Permittee's obligations under this Section will survive the expiration or other termination of this Permit.

21. "AS IS" CONDITION OF PERMIT AREA; DISABILITY ACCESS; DISCLAIMER OF REPRESENTATIONS

Permittee accepts the Permit Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents, or employees, including, without limitation, the suitability, safety, or duration of availability of the Permit Area or any facilities on the Permit Area for Permittee's use. Without limiting the foregoing, this Permit is made subject to all applicable laws, rules, and ordinances governing the use of the Permit Area, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title, and other title matters affecting the Permit Area, whether foreseen or unforeseen, and whether those matters are of record or would be disclosed by an accurate inspection or survey. It is Permittee's sole obligation to conduct an independent investigation of the Permit Area and all matters relating to its use of the Permit Area, including, without limitation, the suitability of the Permit Area for its uses. Permittee, at its own expense, will obtain all permissions or other approvals from any third parties with existing rights as may be necessary for Permittee to make use of the Permit Area in the manner contemplated under this Permit.

Under California Civil Code Section 1938, to the extent applicable to this Permit, Permittee is advised that the Permit Area has not undergone inspection by a Certified Access Specialist ("CASp") to determine whether it meets all applicable construction-related accessibility requirements. A CASp can inspect the Permit Area and determine if it complies with all the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Permit Area, City may not prohibit Permittee from obtaining a CASp inspection of the Permit Area for the occupancy or potential occupancy of Permittee if requested by Permittee. City and Permittee will mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the CASp inspection fee, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Permit Area

22. NO ASSIGNMENT

This Permit is personal to Permittee and may not be assigned, conveyed, or otherwise transferred by Permittee under any circumstances. Any attempt to assign, convey, or otherwise transfer this Permit will be null and void and cause the immediate termination of this Permit.

23. CESSATION OF USE

Permittee will not terminate its activities on the Permit Area without prior written notice to City.

24. NO JOINT VENTURES OR PARTNERSHIP; NO AUTHORIZATION

This Permit does not create a partnership or joint venture between City and Permittee as to any activity conducted by Permittee on, in or relating to the Permit Area. Permittee is not a State actor with respect to any activity conducted by Permittee on, in, or under the Permit Area. The giving of this Permit by City does not constitute authorization or approval by City of any activity conducted by Permittee on, in, or relating to the Permit Area.

25. MACBRIDE PRINCIPLES - NORTHERN IRELAND

The provisions of San Francisco Administrative Code Section 12F are incorporated into this Permit by this reference and made part of this Permit. By signing this Permit, Permittee confirms that Permittee has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

26. NON-DISCRIMINATION

26.1 Covenant Not to Discriminate

In the performance of this Permit, Permittee will not to discriminate against any employee of, any City employee working with Permittee, or applicant for employment with Permittee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of those protected classes, or in retaliation for opposition to discrimination against those classes.

26.2 Subcontracts

Permittee will include in all subcontracts relating to the Permit Area a non-discrimination clause applicable to the subcontractor in substantially the form of Subsection 25.1 above. In addition, Permittee will incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and will require all subcontractors to comply with those provisions. Permittee's failure to comply with the obligations in this Subsection will constitute a material breach of this Permit.

26.3 Non-Discrimination in Benefits

Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, or travel benefits, as well as any benefits

other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of the employees, where the domestic partnership has been registered with a governmental entity under state or local law authorizing the registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

26.4 Condition to Permit

As a condition to this Permit, Permittee will execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco San Francisco Contract Monitoring Division (the “CMD”). Permittee represents that prior to execution of this Permit, (i) Permittee executed and submitted to the CMD Form CMD-12B-101 with supporting documentation, and (ii) the CMD approved the form.

26.5 Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Permit as though fully set forth. Permittee will comply fully with and be bound by all of the provisions that apply to this Permit under those Chapters of the Administrative Code, including but not limited to, the remedies provided in those Chapters. Without limiting the foregoing, Permittee understands that under Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which that person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

27. TROPICAL HARDWOODS AND VIRGIN REDWOOD BAN

The City and County of San Francisco urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of San Francisco Environment Code sections 802(b) and 803(b). Permittee will not, except as permitted by the application of sections 802(b) and 803(b), use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product in the performance of this Permit.

28. NOTIFICATION OF PROHIBITION ON CONTRIBUTIONS

Through its execution of this Permit, Permittee acknowledges its obligations under Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever the transaction would require the approval by a City elected officer, the board on which that City elected officer serves, or a board on which an appointee of that elected officer serves, from making any campaign contribution to (1) the City elected officer if the contract must be approved by that official, (2) a candidate for the City elective office, or (3) a committee controlled by the elected officer or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for the contract or twelve (12) months after the date the contract is approved. Permittee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same elected officer or board in a fiscal year have a total anticipated or actual

value of \$100,000 or more. Permittee further acknowledges that **(i)** the prohibition on contributions applies to each Permittee; each member of Permittee's board of directors, and Permittee's chief executive officer, chief financial officer, and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Permittee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Permittee and **(ii)** within thirty (30) days of the submission of a proposal for the Permit, the City department with whom Permittee is contracting is obligated to submit to the Ethics Commission the parties to the Permit and any sublicensee. Additionally, Permittee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the lease, and has provided the names of the persons required to be informed to the City department with whom it is leasing.

29. POSSESSORY INTEREST TAXES

Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on that interest under applicable law. Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Permittee's interest under this Permit or use of the Permit Area and to pay any other taxes, excises, licenses, permit charges, or assessments based on Permittee's usage of the Permit Area that may be imposed on Permittee by applicable law. Permittee will pay all of charges when they become due and payable and before delinquency.

San Francisco Administrative Code Sections 23.38 and 23.39 require that certain information relating to the creation, renewal, extension, assignment, sublicense, or other transfer of this Permit be provided to the County Assessor within sixty (60) days after the transaction.

Accordingly, Permittee must provide a copy of this Permit to the County Assessor not later than sixty (60) days after the commencement date of this Permit, and any failure of Permittee to timely provide a copy of this Permit to the County Assessor will be a default under this Permit. Permittee will also timely provide any information that City may request to ensure compliance with this or any other reporting requirement.

30. RESTRICTION ON THE USE OF PESTICIDES

Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or "**IPM Ordinance**") describes an integrated pest management ("**IPM**") policy to be implemented by all City departments. Permittee will not use or apply or allow the use or application of any pesticides on the Permit Area or contract with any party to provide pest abatement or control services to the Permit Area without first receiving City's written approval of an IPM plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the Permit Area during the term of this Permit, (ii) describes the steps Permittee will take to meet the City's IPM Policy described in Section 300 of the IPM Ordinance and (iii) identifies, by name, title, address, and telephone number, an individual to act as the Permittee's primary IPM contact person with the City. Permittee will comply, and will require all of Permittee's contractors to comply, with the IPM plan approved by the City and will comply with the requirements of sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Permittee were a City department. Among other matters, those provisions of the IPM Ordinance: (a) provide for the use of pesticides only as a last resort, (b) prohibit the use or application of pesticides on property owned by the City, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City's Department of the

Environment), (c) impose certain notice requirements, and (d) require Permittee to keep certain records and to report to City all pesticide use at the Permit Area by Permittee's staff or contractors.

If Permittee or Permittee's contractor will apply pesticides to outdoor areas at the Permit Area, Permittee must first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation ("CDPR") and any pesticide application must be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. City's current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

31. PROHIBITION OF TOBACCO SALES AND ADVERTISING

Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the Permit Area. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. In addition, Permittee acknowledges and agrees that no Sales, Manufacture, or Distribution of Tobacco Products (as such capitalized terms are defined in Health Code Section 19K.1) is allowed on the Permit Area and such prohibition must be included in all subleases or other agreements allowing use of the Permit Area. The prohibition against Sales, Manufacture, or Distribution of Tobacco Products does not apply to persons who are affiliated with an accredited academic institution where the Sale, Manufacture, and/or Distribution of Tobacco Products is conducted as part of academic research.

32. PROHIBITION OF ALCOHOLIC BEVERAGE ADVERTISING

Permittee acknowledges and agrees that no advertising of alcoholic beverages is allowed on the Permit Area. This advertising prohibition includes the placement of the name of a company producing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.

33. DRUG-FREE WORKPLACE

Permittee acknowledges that under the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession, or use of a controlled substance under federal law is prohibited on City premises. Permittee agrees that any violation of this prohibition by Permittee, its Agents, or Invitees will be a material breach of this Permit.

34. CONFLICTS OF INTEREST

Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and sections 87100 et seq. and sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of those provisions, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee will immediately notify the City.

Permittee will comply fully with and be bound by all of the applicable provisions of the Food

Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated by reference and made a part of this Permit as though fully set forth. Accordingly, Permittee acknowledges that City contractors may not use Disposable Food Service Ware that contains Polystyrene Foam in City Facilities and while performing under a City contract, and must instead use suitable Biodegradable/Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this Permit.

35. FOOD SERVICE AND PACKAGING WASTE REDUCTION

Intentionally Omitted.

36. FIRST SOURCE HIRING PROGRAM

Permittee agrees to participate the First Source Program by completion, signature and submission of the form attached to this Permit as Exhibit C under San Francisco Administrative Code, Chapter 83 (the “**First Source Program**”). Any default by Permittee under the First Source Hiring Program will be a default under this Permit.

37. SAN FRANCISCO PACKAGED WATER ORDINANCE

Permittee will comply with San Francisco Environment Code Chapter 24 (“**Chapter 24**”). Permittee may not sell, provide, or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this Permit or on City property unless Permittee obtains a waiver from the City’s Department of the Environment. If Permittee violates this requirement, the City may exercise all remedies in this Permit and the Director of the City’s Department of the Environment may impose administrative fines as set forth in Chapter 24.

38. SUGAR-SWEETENED BEVERAGE PROHIBITION

Permittee will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Permit.

39. CRIMINAL HISTORY INQUIRIES FOR EMPLOYMENT

(a) Unless exempt, Permittee agrees to comply with and be bound by all of the provisions of San Francisco Administrative Code Chapter 12T (Criminal History in Hiring and Employment Decisions; “**Chapter 12 T**”), which are hereby incorporated as may be amended from time to time, with respect to applicants and employees of Permittee who would be or are performing work at the Permit Area.

(b) Permittee will incorporate by reference the provisions of Chapter 12T in all sublicenses of some or all of the Permit Area, and will require all sublicensees to comply with the provisions. Permittee’s failure to comply with the obligations in this subsection will constitute a material breach of this Permit.

(c) Permittee and sublicensees may not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant’s or potential applicant for employment, or employee’s: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved;

(2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(d) Permittee and sublicensees may not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection (c) above. Permittee and sublicensees may not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(e) Permittee and sublicensees will state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment with Permittee or sublicensees at the Permit Area, that the Permittee and sublicensees will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(f) Permittee and sublicensees will post the notice prepared by the Office of Labor Standards Enforcement (“**OLSE**”), available on OLSE’s website, in a conspicuous place at the Permit Area and at other workplaces within San Francisco where interviews for job opportunities at the Permit Area occur. The notice must be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the Permit Area or other workplace at which it is posted.

(g) Permittee and sublicensees understand and agree that on any failure to comply with the requirements of Chapter 12T, the City will have the right to pursue any rights or remedies available under Chapter 12T or this Permit, including, but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Permit.

(h) If Permittee has any questions about the applicability of Chapter 12T, it may contact the City’s Real Estate Division for additional information. City’s Real Estate Division may consult with the Director of the City’s Office of Contract Administration who may also grant a waiver, as set forth in Section 12T.8.

40. PERMITTEE’S COMPLIANCE WITH CITY BUSINESS AND TAX AND REGULATIONS CODE

Permittee acknowledges that under Section 6.10-2 of the San Francisco Business and Tax Regulations Code, the City Treasurer and Tax Collector may require the withholding of payments to any vendor that is delinquent in the payment of any amounts that the vendor is required to pay the City under the San Francisco Business and Tax Regulations Code. If, under that authority, any payment City is required to make to Permittee under this Permit is withheld, then City will not be in breach or default under this Permit, and the Treasurer and Tax Collector will authorize release of any payments withheld under this paragraph to Permittee, without interest, late fees, penalties, or other charges, upon Permittee coming back into compliance with its San Francisco Business

and Tax Regulations Code obligations.

41. CONSIDERATION OF SALARY HISTORY

Intentionally Omitted.

42. NOTICES

Except as otherwise expressly provided in this Permit, any notices given under this Permit will be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail, with a return receipt requested, or overnight courier, return receipt requested, with postage prepaid, addressed as follows:

City: Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property
Re: San Francisco Public Library
100 Larkin Street
San Francisco, CA 94102

Permittee: _____

Notices under this Permit will be deemed given two (2) days after the date when it has been mailed if sent by first class, certified or overnight courier, or on the date personal delivery is made. For convenience of the parties, copies of notices may be sent by email, but no notice sent only by email will be deemed given and will not be binding on the parties.

43. SEVERABILITY

If any provision of this Permit or the application of a provision of this Permit to any person, entity, or circumstance is invalid or unenforceable, the remainder of this Permit, or the application of the provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected, and each other provision of this Permit will be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Permit without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Permit.

44. COUNTERPARTS

This Permit may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

45. COOPERATIVE DRAFTING

This Permit has been drafted through a cooperative effort of both parties, and both parties have

had an opportunity to have the Permit reviewed and revised by legal counsel. No party will be considered the drafter of this Permit, and no presumption or rule that an ambiguity will be construed against the party drafting the clause will apply to the interpretation or enforcement of this Permit.

46. CONTRACTOR VACCINATION REQUIREMENTS

Intentionally Omitted.

47. QUARTERLY MEETINGS

City and Permittee shall meet at a minimum of once every three months and at a time of mutual convenience, in the Permit Area or other designated location at 100 Larkin Street to discuss customer feedback, operational matters and subjects of concern to either party.

48. GENERALLY APPLICABLE PROVISIONS

(a) This Permit may be amended or modified only by a writing signed by City and Permittee. **(b)** No waiver by any party of any of the provisions of this Permit will be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in the written waiver. **(c)** All approvals and determinations of City requested, required, or permitted under this Permit may be made in the sole and absolute discretion of the Director of Property or other authorized City official. **(d)** This instrument (including the exhibit(s) attached to this Permit) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged into this Permit. **(e)** The section and other headings of this Permit are for convenience of reference only and will be disregarded in the interpretation of this Permit. **(f)** Time is of the essence. **(g)** This Permit will be governed by California law and the City's Charter. Any legal suit, action, or proceeding arising out of or relating to this Permit shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Permit has been brought in an inconvenient forum. The Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court. **(h)** If Permittee consists of more than one person then the obligations of each person will be joint and several. **(i)** Permittee may not record this Permit or any memorandum hereof. **(j)** Subject to the prohibition against assignments or other transfers by Permittee under this Permit, this Permit will be binding on and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns. **(k)** If City sells or otherwise conveys the property where the Permit Area is located, then this Permit will automatically be revoked. **(l)** All exhibits attached to this Permit are incorporated by reference.

SIGNATURES ON FOLLOWING PAGE

Permittee represents and warrants to City that it has read and understands the contents of this Permit and will comply with and be bound by all of its provisions.

PERMITTEE:

a _____

By: _____

Print Name: _____

Its: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Director of Property
(pursuant to San Francisco Administrative
Code Section 23.31)

APPROVED AS TO FORM:
DAVID CHIU, City Attorney

By: _____

Deputy City Attorney

SAMPLE

EXHIBIT C
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 D

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.