

CITY AND COUNTY OF SAN FRANCISCO

**REQUEST FOR PROPOSALS
FOR
CAFE OPERATOR
AT SAN FRANCISCO CITY HALL**



RED RFP# 2023.01.23

DATE ISSUED:	January 23, 2023
PRE-PROPOSAL TOUR OF PREMISES:	February 09, 2023
DEADLINE FOR SUBMITTAL:	February 24, 2023
NOTICE OF INTENT TO AWARD PERMIT:	March 10, 2023

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REQUEST FOR PROPOSALS FOR CAFE PERMIT

I. INTRODUCTION

A. General

The Real Estate Division of the City and County of San Francisco (the “City”), is soliciting proposals from qualified and experienced respondents (“Respondent”) to operate a “Cafe” on the ground floor of the San Francisco City Hall (“City Hall”) located at 1 Dr. Carlton B. Goodlett Place, San Francisco, California, pursuant to a Permit to Enter and Use Agreement (“Permit”) for each day City Hall is open (week/business days).

City Hall houses the Elected Officials of San Francisco, as well as many City departments. The building is a publicly-accessible building and provides an excellent opportunity for a café.

The City intends to enter into a Permit agreement with the Permittee (“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 anticipated schedule for selecting a Respondent is:

<u>Proposal Phase</u>	<u>Dates</u>
RFP issued by the City	January 23, 2023
Pre-proposal Tour	February 09, 2023 (10:00 a.m. PST)
Deadline for submission of written questions or requests for clarification	February 17, 2023 (12:00 p.m. PST)
Proposals Due	February 24, 2023 (5:00 p.m. PST)
Notice of Intent to Award Permit	March 10, 2023

II. SUMMARY OF PERMIT TERMS AND CONDITIONS

A. Property. The available space is located on the ground floor near the Grove Street entrance of the San Francisco City Hall, San Francisco, California. City Hall is a 5-story historic building built in 1915 with a significant restoration and seismic upgrade completed in 1999. Use and occupancy of the Building and Property will be in its “As-Is” condition, with no obligation of the City to make any improvements, repairs, or alterations.

B. Premises. The space to be Permit (the “Premises”) contains approximately 1,426 rentable square feet on the ground floor of the building with a shared dining area of 1,360 sf. and a minimal secured storage area, as shown in the attached Exhibit A. 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.

C. "As Is" Condition. The City will Permit the Premises to Permittee in an "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.

D. Permit. Permittee will be required to execute a Permit (the "Permit"), said Permit to contain basic terms and conditions. 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.

E. Term. The initial Permit term will be for five (5) years, commencing on the date determined by the City. Permittee may be granted an exit clause, to be negotiated.

F. Extension Options. Permittee may have the opportunity for one, five (5) year options to extend the Term, if agreed to by City at the time of renewal, which shall be subject to, in part: 1) exercise by Permittee in accordance with terms and conditions set forth in the Permit at rates to be negotiated by and between Permittee and City.

G. Rent. Permittee will pay a percentage rent based upon gross sales with a guaranty minimum rent to be negotiated by the parties. The City's expectation is the percentage rent will be in the range of 10%-15%.

H. Security Deposit. Permittee will be required to provide a security deposit in the amount of One Thousand and no/100 Dollars (\$1,000.00).

I. Use. All lawful cafe uses will be considered. The Premises will have no on-site cooking facilities other than microwave ovens, coffee makers and other plug-in electrical appliances. The sale of hot food prepared off-site is allowed. Hours of operation would generally be as follows:

Monday - Friday	7:00 am to 4:00 pm
Saturday	Closed
Sunday	Closed
Holidays (Exhibit B)	Closed

With arrangements for early/late closure of the cafe with reasonable prior notice.

J. 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 Building, and City shall provide trash and recycling removal from said 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, janitorial services, and pest control.

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

L. Alterations. The cost of any alterations will be the sole responsibility of Permittee. Alterations must be approved by the City. 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.

M. Insurance. Permittee will be required to maintain, at a minimum, throughout the term of the Permit, insurance in the following coverages and amounts:

1. Worker's Compensation, with Employer's Liability limits not less than \$1,000,000 each accident;
2. 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;
3. Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable; and

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

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

O. 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. PROPOSAL CONDITIONS

A. Minimum Requirements. Respondents must demonstrate that they meet the minimum requirements listed below in order to have their entire proposal considered. Determination of meeting minimum requirements will be based on the materials submitted by Respondents.

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 as well as demonstrable business development education and mentorship provided to those employed in such ventures.
2. Sufficient financial capacity and experience to operate the proposed business in accordance with the terms of the Permit. In particular, the 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.

B. Submittal Requirements. The Proposal must be made according to the specifications set forth below. Any major deviation from these specifications may be cause for rejection of the submittal at the City's discretion. Respondents must include the following materials in the submission:

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

2. **Business Plan.** A business and operations plan of no more than five pages for the proposed use of the Premises, including proposed minimum monthly based rent and percentage rent, 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.

3.

4. **Financial Statements.** In addition to the financial disclosure authorized in the Enterprise Experience Qualifications Questionnaire, Exhibit C, the Respondent must submit audited financial statements of the Respondent (personal and/or business, as appropriate), and all subsidiary units and parent organizations for the last five years. Assets shall be stated at book value, or if stated at market value, shall be supported by recent appraisals. If financial statements are unavailable (or unaudited), provide an explanation and copies of the last two (or more) years of Form 199's filed with the California Franchise Tax Board and a California R & TC Section 23701 filing.

5. **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.

6. **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. 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.

8. **Inventory.** 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". A priced menu and description of the Respondent's beverage(s) to be sold and sustainable nature of packaged food(s) offered, such as benefits to the community or environment (locally grown, organic, etc.)

9. **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.

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

11. Document Execution. The Proposal and Enterprise Experience Qualifications Questionnaire must be signed 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 venturer 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.

IV. SUBMISSION REQUIREMENTS

A. Time and Place for Submission of Proposals. Proposals must be received by 5:00 p.m. (PST) on Monday, February 24, 2023. 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.

Proposals may be delivered electronically via USB stick or emailed to Robert Reiter, rob.reiter@sfgov.org. Please reference "RFP# **2023.01.23** – City Hall Café RFP" on the email subject line.

Proposals may also be submitted in person at or by mail to:

Rob Reiter
Real Estate Division
25 Van Ness Ave., Suite 400
San Francisco, CA 94102
Phone: (415) 554-4933

Please reference "RFP# **2023.01.23** – City Hall Café RFP" on the envelope. For hardcopy deliveries, Respondents shall submit **four (4)** copies of the proposal, including copies of any required forms or supporting materials, in a sealed envelope clearly marked Real Estate Division – City Hall Café RFP" to the above location.

B. Format

Hardcopy –For word processing documents, the department prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial), and that pages have margins of at least 1" on all sides (excluding headers and footers). A Table of Contents is preferred but not mandatory.

Electronic - Submit an electronic version of the proposal on a USB stick or via email.

V. EVALUATION AND SELECTION CRITERIA

A. Minimum Qualifications

Proposals should clearly demonstrate that the 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. Proposal Execution

Proposals must be signed in ink in conformance with Section III,B,12 of this RFP.

C. Grounds For Rejection

Any false, incomplete, or unresponsive statements in connection with a proposal may be cause of 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.

D. Selection Criteria

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.

1. Overall Evaluation Process/ Criteria

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

Evaluation Phase	Points
Screening of Minimum Qualifications	Pass/Fail
Written Business Plan	20
Experience in Cafe Management	15
Firm Info and Financial Capacity (of organization & partners)	15
Integration of Sustainable Food Concepts	15
Inventory/Menu Selection/Pricing	25
Local Business Enterprise (LBE)	<u>10</u>
TOTAL	100

Screening of Minimum Qualifications

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.

Business Plan Evaluation (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.

- Clear and realistic objectives
- Stated Strategy and Marketing Plan
- Evidence of past and present financial foundation (Ability/Success)

- Situational Analysis
- Clients and relation to menu being offered
- Sustainability & Environmental Awareness

Experience in Cafe Management (15 points)

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

Provide up to two references.

Financial Capacity (of organization & partners (15 points)

- 1) Provide most recent available credit report and audited financial statements for the past three (3) years of the business entity and each principal partner and/or joint venture participant; 2) Describe sources of working capital to cover operating costs and to adequately maintain operations at a high level from including during periods of seasonal variations in activity; 3) Describe the source of funding for initial improvements, if any.; and provide summary of gross sales.

Quality of External Partnerships (proposed and existing (10 points)

The Respondent, if selected, intends to carry on the business as:

- Individual Partnership Joint Venture
 Limited Liability Company Corporation Other (attach explanation)

Provide information on your firm’s background and qualifications which addresses the following:

- 2) Name and address, and telephone number of a contact person; and
- 3) A brief description of your firm, as well as how any joint venture or associated would be structured; and
- 4) A description of related experience to meet the minimum qualification as set forth above.
- 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:
- Plastic, Litter, and Toxics reduction Law (<https://sfenvironment.org/reduceplastic>)
- Food Service Waste Reduction Ordinance (<https://sfenvironment.org/node/3414>)
- Checkout Bag Ordinance (<https://sfenvironment.org/node/2567>)
- Polystyrene Foam and the Food Service and Packaging Waste Reduction Ordinance (<https://sfenvironment.org/node/11231>)
- Food Recovery Requirements (<https://sfenvironment.org/SB-1383>)

Inventory/Menu/Pricing (25 points)

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

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.

VI. PRE-PROPOSAL CONFERENCE, QUESTIONS, TOUR AND CONTRACT AWARD

A. Pre-Proposal Conference/Tour

Respondents are strongly encouraged to attend a pre-proposal tour on Monday, February 09, 2023, at 10:00 a.m. PST to be held at City Hall, room 008, 1 Dr. Carlton B. Goodlett Place, San Francisco. Questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, Please contact the individual designated in Section VI.B of this RFP.

The Pre-Proposal Tour will begin at the time specified, and company representatives are urged to attend and be on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-Proposal Tour shall not excuse the successful Respondent from any obligations of the contract.

It is the sole responsibility of the Respondent to visit and tour the Premises on the Pre-Proposal Conference/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 VI. B, below. The City will not guarantee full and complete access at any other time.

B. Question and Answer Period

Respondents shall submit all questions concerning this Request for Proposal in writing by email only during the Question and Answer Period, commencing on the date of the Pre-Proposal Tour, Thursday, February 09, 2023 and ending on Friday, February 24, 2023, no later than 12:00 p.m. PST and directed to: rob.reiter@sfgov.org. Please reference RFP # **2023.01.23**. Questions and Answers will be emailed to all Respondents.

C. 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 may be 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 to the successful Respondent, 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.

D. Selection Process. This RFP will be advertised in a local publication. Printed copies of this RFP may be obtained at the Real Estate Division for a fee of \$20.00. The submission deadline for proposals is 5:00 p.m. PST local time on Friday February 24, 2023. The review panel will evaluate each proposal on the basis of the selection criteria set forth above. The City reserves the right to request clarification or additional information from Respondents. It is likely that the City will require a brief presentation from the highest initially ranked Respondents, to include a tasting of the various food and beverage offerings.

VII. 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:

- 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;
- Reject any and all proposals, without indicating any reason for such rejection;
- Rescind or reissue an RFP;
- Modify the selection procedure;
- Extend deadlines for accepting proposals, or request amendments to proposals after expiration of deadlines, by mailing such change to each Respondent;
- 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;
- No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Respondent's failure to comply with this Solicitation.

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

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

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

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

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

H. No Claims Against City. The Respondent shall not obtain by its proposal to this RFP, any claim against the City, or any City property, by reason of any or all of the following: any aspect of this RFP, the selection process or any part thereof, any informalities or defects in the selection process, the rejection of any offer or all such offers, the acceptance of any offer, entering into any Permit, the failure to enter into such Permit, any statement, representations, acts or omissions of the City, the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of all or any of the foregoing.

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

J. Sunshine Ordinance. Generally, all documentation, including financial information submitted by the successful Respondent to the City, are public records under State and local law. The Respondent will clearly designate those financial records which it in good faith determines to be a trade secret or confidential proprietary information protected from disclosure under applicable law. To the extent permitted by law, the City will attempt to reasonably maintain the confidentiality of such financial information, consistent with the City's general practices for maintaining the confidentiality of such information. However, the City will not under any circumstances be responsible for any damages or losses incurred by a Respondent or any other person or entity because of the disclosure of such financial information.

K. Return of Materials. The City will not return documents or any information submitted in connection with a proposal hereto unless the Respondent has properly designated financial portions of the proposal as confidential at the time of submittal in accordance with the terms above and has then clearly requested that such information be returned, and provided that the City is legally permitted to return such documents.

L. 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.

M. 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.

VIII. STANDARD PERMIT REQUIREMENTS

A. Standard Contract Provisions

The successful Respondent will be required to enter into a contract substantially in the form of the Permit, attached hereto as Appendix A. 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. The City, in its sole discretion, may select another permittee.

VIII. PROTEST PROCEDURES

A. Protest of Permit Award

Within five working days of the City's issuance of a notice of intent to award a Permit, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another Respondent 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 or on or before Friday, March 10, 2023.

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 Respondent, and must cite the law, rule, local ordinance, procedure or RFP 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. Delivery of Protests

All protests must be received by 5:00 p.m. PST on the due date, Friday, February 24, 2023. 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 may be delivered electronically via USB thumb drive or stick or email to Robert Reiter, rob.reiter@sfgov.org . Please reference "RFP# 2023.01.23 – City Hall Café RFP" on the email subject line. Protests may also be submitted in person at or by mail to:

Attn: Rob Reiter
Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Please reference "RFP #2023.01.23– City Hall Cafe" on the envelope.

Protests will be considered by the Director of Property and responded to within ten (10) working days.

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

Authorized Signator(s) for Respondent, dated this ____ of _____, 2023:

Signature: _____

By: _____

As: _____

For: _____

Signature: _____

By: _____

As: _____

For: _____

Signature: _____

By: _____

As: _____

For: _____

Exhibit A

Premises

(See Attached)

EXHIBIT B

Holidays

The City observes the following holidays:

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

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

EXHIBIT C

Enterprise Experience and Qualifications Questionnaire

Name of Respondent: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Mailing Address: _____

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

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

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

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

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

APPENDIX A

Form of Permit