Edwin M. Lee, Mayor
Philip A. Ginsburg, General Manager

Request for Proposals
For the Lease and Operation of the

Marina Degaussing Station Restaurant

CITY AND COUNTY OF SAN FRANCISCO
Edwin M. Lee, Mayor

SAN FRANCISCO RECREATION and PARK COMMISSION

Mark Buell, President
Tom Harrison, Vice President
Paige Arata, Commissioner
Gloria Bonilla, Commissioner
David E. Lee, Commissioner
Meagan Levitan, Commissioner
Lawrence Martin, Commissioner

Philip A. Ginsburg, General Manager

April 22, 2011

McLaren Lodge, Golden Gate Park | 501 Stanyan Street | San Francisco, CA 94117 | PH: 415.831.2700 | FAX: 415.831.2096 | www.parks.sfgov.org

Summary of Offering and Scheduling for the Marina Degaussing Station

Opportunity:	The Recreation and Park Department (RPD) is seeks a qualified restaurateur to operate a small dining concession in the Marina Degaussing Station on Marina Green.
Location:	The premises will include the Marina Degaussing Station itself, a 720 sf building perched on the Marina Green seawall overlooking the Golden Gate Bridge and Alcatraz. The building features a 450 sf patio on the west side as well as wraparound gardens on the south and east, is adjacent to one of the City's most highly used and most scenic parks, and comes with water, gas and electrical hookups.
Financial Requirements:	The selected respondent will be required to make monthly installments of base rent and percentage rent to RPD and will be responsible for bringing the existing facility up to code and maintaining the facility for the duration of the lease.
Maximum Lease Term:	One 9 (nine) -year term. However, the contract term might be longer, if (a) the selected contractor satisfactorily justifies a longer term in its proposal, presumably together with a higher associated percentage rent, and (b) the longer term is approved by the Board of Supervisors and Mayor, which must approve all leases longer than 9 years.
Required Uses:	Food and beverage service.
Selection Process:	The RFP responses will be evaluated by a selection committee and ranked on how well they meet the project objectives and selection criteria described in this RFP. The selection committee will make a recommendation to the Recreation and Park Commission ("Commission") for its independent review and approval or disapproval to enter into exclusive negotiations with the top ranked respondent. If respondents choose to request a lease term of over nine years, contract approval is contingent on approval by City's Board of Superviors and Mayor, in their respective sole discretion. RPD staff will assist the selected respondent with necessary approval steps, but cannot guaranty approval.
Presubmittal Meetings:	Wednesday, May 25 at 2pm at the Marina Degaussing Station and Wednesday, June 8 at 2pm at the Marina Degaussing Station.
Proposal Due Date:	No later than Friday, August 26 at 5pm. Responses shall be submitted via email to lev.kushner@sfgov.org.
Contact:	Lev Kushner SF Recreation and Park Department 501 Stanyan Street San Francisco, CA 94117 (415) 831-2771 lev.kushner@sfgov.org

Request for Proposals for Marina Degaussing Station Concession

Table of Contents

		Page
I.	Introduction	**4**
II.	The Opportunity	**5**
III.	Project Objectives	**6**
IV.	RFP Schedule and Selection Process Details	**6**
V.	Evaluation of Proposals and Award	**9**
VI.	Proposed Rent and Key Lease Terms	**11**
VII.	Terms and Conditions for Receipt of Proposal	**13**

Appendices:

Appendix A – Site Map and Images
Appendix B – Standard City Lease Form
Appendix C – Example of Audited Financial Statement

I. Introduction

The Recreation and Park Department (the "Department") of the City and County of San Francisco (the "City") is soliciting proposals from qualified respondents to lease and operate a concession in the Marina Green Degaussing Station (the "facility"). This is a phenomenal opportunity to operate a small restaurant in a world-class location with enormous visitorship. The Facility sits along the northern waterfront of the city and offers breathtaking views of the Golden Gate Bridge, Sausalito and Tiburon across the bay, and Alcatraz and Angel Island. It is located along a major tourist and exercise route, is adjacent to the hugely popular Crissy Field beach, and is nestled in between two scenic sailboat marinas. Most importantly, outside of a small food kiosk at the western end of Marina Green, there are no food service options in the immediate vicinity. Marina Green sees significant pedestrian traffic.

A Brief Summary of the Selection and Approval Process

The Department understands that the public approval process is intimidating for many restaurateurs and is prepared to assist the selected respondent in navigating the required steps. There are three parts.

- **Drafting the Proposal**

The Department is interested in finding a restaurateur who has the appropriate amount of experience, has an impressive business and operations plan that will both flourish financially and offer consistent and pleasing services to park users, and can assure the Department that they have the financial resources to operate the concession through the life of the contract. Other considerations are more specifically outlined later in this RFP. We will be interested in all respondents that send us a thorough proposal that clearly communicates what the proposed business will be and how it would operate.

- **Selection**

All proposals will be evaluated by the Department using the criteria and weighted rankings identified in this RFP. The Department reserves the right to make a selection based only on the information in the proposals submitted or to negotiate further with one or more of the respondents – a process that may entail in-person interviews with respondent teams. Once a respondent is selected by this selection committee, Department staff will request approval from the Recreation and Park Commission in a hearing that does not require an appearance by the respondent. Following Commission approval, contract negotiations will begin between the Department and the selected respondent. The finalized contract also requires approval from the Recreation and Park Commission and at this point it may be necessary for the selected respondent to appear with Department staff at a public Commission hearing. Respondents should be aware that **any proposed contract exceeding 9 years in length requires approval from the City's Board of Supervisors and Mayor**. The Department recognizes that a longer contract may be necessary to amortize the costs of any up-front capital improvements but wants respondents to be aware that a longer contract necessitates more extensive political approvals.

- **Community Outreach**

It is enormously important to the Department that park users feel their parks serve them well. To that end the Department is committed to working closely to facilitate the formation of a good relationship between the selected respondent and the community. In preparation for the deadline for responses, Department staff will form a selection committee comprised of Department staff

from relevant areas and, possibly, representatives from community groups. This incorporation of community representatives will assist the Department in ensuring that community concerns are addressed early on and will help create a foundation for a positive relationship with the eventual selected respondent. The selected respondent will not be required to attend any public community meetings without Department staff before a contract is signed.

II. The Opportunity

A. The Facility

The Facility is a one-story, 720 square-foot building with a 450 square-foot patio on the west side of the building. The Facility sits along the pedestrian esplanade on the northern edge of Marina Green adjacent to an existing public parking lot. It has an existing 64 square-foot restroom that will be open to the public during business hours only and panoramic windows overlooking the bay.

The Facility has not been renovated since it was transferred to the City in the 1980s and is being offered for lease as-is. Any required improvements will be made at the sole cost of the selected respondent. A recent study focused on renovating the facility for office use (with work to be done by the City as opposed to the respondent) estimated the cost of renovation at about $400,000. The facility has water, gas, and electrical hookups. The Department seeks a respondent qualified to complete all necessary renovations to and maintenance of the structure. The selected respondent will be responsible for all environmental studies and approvals.

B. The Surrounding Environment

Marina Green is an intensely used park, featuring two harbors (east and west), two yacht clubs (the Saint Francis Yacht Club and the Golden Gate Yacht Club), a cycling, jogging and walking path that is very popular with tourists and locals alike, and a field that hosts numerous youth soccer games, volleyball games, and weekend festivals. It also serves as the primary viewing area for the Blue Angels aerobatics show as part of Fleet Week every autumn, as well as the Big Boat Series hosted by the Saint Francis Yacht Club, both of which draw large crowds. The site offers 180 degree views across the bay and has clear sight lines to the Golden Gate Bridge, Sausalito, Tiburon, Angel Island, and Alcatraz. The Facility is within close walking distance to Fort Mason, the Marina neighborhood, the Palace of Fine Arts, Crissy Field, and the rest of the Presidio.

C. Use of the Facility

The Department envisions a small, counter-service restaurant with limited indoor and outdoor seating and a public restroom open during business hours.

D. History of Facility

The Facility was built by the Department of the Navy in 1943 and was used as a degaussing station (a facility that assists ships' captains in reducing the electromagnetic field of a large ship's hull, and thus makes the ship less likely to be detected by World War II era nautical mines). In the mid 1980s, the Navy reconstructed the building. In 1995, the navy evaluated the structure for historic significance and it was determined ineligible by the National Register for Historic Places. In 2003, the Facility was reevaluated for historic significance as part of the Marina Harbor EIR and was left off the historic resource list as per the California Environmental Quality Act. Therefore the Department is not aware of any historic preservation standards or restrictions which the respondant would be required to meet at this time.

III. Project Objectives

The operation of the Marina Degaussing Station must reflect the City's sincere desire to provide friendly and helpful service to the public at large and offer food and beverages of a premiere quality. The operator will act as a liaison between the City and thousands of tourists and local residents. To best fulfill this mission the City is expecting:

- A food and beverage facility of premium quality in terms of both design and menu content – a concession that raises the standard of existing park fare. The Department will view favorably menus that are inventive and interesting. The food and service provided must be of high standard, yet affordable, and should appeal to customers of all ages. The Department seeks an aesthetically pleasing facility that functions effectively year-round and in all weather. The design should take advantage of views and offer synergy with the park. The Department strongly recommends the adoption of low-profile design and context-sensitive lighting. Decorative landscaping will be viewed favorably.
- Beer and wine can be served, but no hard alcohol service is permitted. Respondent would be responsible for obtaining the required liquor license.
- No amplified sounds are permitted.
- A staff in sufficient numbers to adequately perform all expected duties and functions as more clearly defined in this RFP.
- Any advertising, signage, and lighting should be sensitive to the area's park setting and views, and will be subject to review and approval by the Department.
- A facility that closes approximately one hour after sunset.

IV. RFP Schedule and Selection Process Details

A. Schedule

RFP issued:	April 22, 2011
Pre-submittal conference and tour:	Wednesday, May 25 at 2pm at the Marina Degaussing Station and Wednesday, June 8 at 2pm at the Marina Degaussing Station.
Deadline for submission of written questions:	Friday, July 22, at 5pm.
Proposal deadline:	No later than Friday, August 26 at 5pm. Responses shall be submitted via email to lev.kushner@sfgov.org.
Recreation and Park Commission consideration of selected respondent:	November, 2011
Lease negotiations:	December, 2011 – February, 2012
Recreation and Park Commission approval of lease:	March, 2012
BOS and Mayor approval, if required	April, 2012
Lease commencement:	May, 2012

B. Pre-Submittal Conference and Questions

Interested parties are strongly encouraged to attend one of two pre-submittal site visits on Wednesday, May 25 at 2pm or Wednesday, June 8 at 2pm at the Facility. Department staff will address questions and provide any new information then available at the pre-submittal conferences. Department staff also will provide written responses to substantive and procedural questions raised at the pre-submittal conference, which may clarify oral responses previously given. Only written responses will be deemed final.

Any requests for information or clarification of this RFP other than those raised at the pre-submittal conference must be submitted in writing by email to Lev Kushner at lev.kushner@sfgov.org before Friday, July 22 at 5pm. Except for inquiries at the pre-submittal conference, no oral inquiries will be answered.

Written responses to all questions directed to Department staff at the pre-submittal conference or in writing by the specified date will be posted on the Department's web page for this RFP, and notice of the posting will be sent to all interested parties who register with the department before the deadline specified above. Therefore, the Department strongly recommends that interested parties consult the website frequently to determine if new information regarding the RFP is available.

C. Submittal Contents

Proposals submitted in response to this RFP should follow the outline set forth below. The content and sequence of the proposals should be as follows:

1. Cover Letter

A cover letter should be provided describing the respondent, the name and address of the entity submitting the proposal, the date the entity was established, and the name, address, telephone number, and original signature of the person or persons who will serve as the entity's principal contact person with the City and be authorized to make representations on behalf of the entity.

2. Proposal Summary

A brief synopsis of the highlights of the proposal should be presented which summarizes the key benefits of the proposal to the City.

3. Statement of Qualifications

Respondents should give a detailed explanation of their relevant experience and qualifications, financial qualifications, and references in operating/managing similar facilities to those being proposed. Proposals that include the following will be viewed favorably by the Department:

- Resumés and written bios of all members of the respondent team
- A description of the respondent team's principal ownership structure
- The respondent's financial position, including most recent financial statements
- Experience and abilities in managing similar facilities
- Written references from relevant professionals or companies with whom respondent has worked

4. RPD Goals and Objectives

Respondents are required to outline how their proposal will meet the specific goals and objectives of the Recreation and Park Department, as stated in Section I and III above.

5. Business and Marketing Plan

A Business and Marketing Plan describing respondent's plans for operating the facility on an on-going basis should be included. the Business and Marketing Plan should describe:

- how the respondent would market, promote, and advertise the facility;
- the market for the services proposed including identifying competitors and unique features of the proposed project that will meet the market demands and differentiate their business from others;
- how respondent plans to operate the venture proposed, including hours and staffing plan, waste removal, and delivery schedule;
- identified partners for the project, if any;
- conceptual drawings and a description of any designed features of the proposal such as logos, building design (both interior and exterior – drawings may include renderings, elevations, and plans), and staff uniforms. RPD will review conceptual drawings in making a selection, however final approval of all improvement is subject to RPD approval of final construction drawings and completion of any necessary environmental review;
- the complete menu for the facility; favorable consideration will be given to high quality menus and environmentally friendly food service practices above and beyond city law.
- systems for handling payments including receipts, cash handling procedures, reporting and audit trail; and
- how the project will create jobs for economically disadvantaged persons.

6. Financial Projections for the Project

Describe and illustrate with projections the key financial components of the respondent's proposal. Respondents should include projections of annual income and expenses, including projections of annual and total rental income to be paid to the Department over the term of the lease. Respondents should include projections of all expenditures on capital improvements and personal property, and indicate the assumed sources of funds for all such expenditures. **All revenue projections should be presented in the format dictated by RPD. See Appendix C for an example.** Clearly state assumptions to a degree sufficient for the Department to judge the validity of the assumptions. Respondents are expected to conduct their own market research to identify potential demand, along with any other research necessary to justify any assumptions and projections that they may make.

7. Statement of Proposed Financial Terms

A complete outline of key lease terms is contained in Section VI. The proposed financial terms should include:

- Minimum base rent to be paid to the Department, rising with CPI.
- Percentage rent formula – the percentages applied to net gross receipts (gross receipts less applicable sales tax) for each year of the proposed project to be paid to the Department as rent.

- All other proposed lease terms so the Department fully understands the proposal.

D. Submittal Deadline

Submittal Deadline:	Friday, August 26 at 5pm.
Email Address for Submittals:	lev.kushner@sfgov.org

In order to reduce the amount of paper and other resources used in generating RFP proposals, RPD will only accept proposals submitted electronically. Proposals must be **sent by email** to:

Lev Kushner
lev.kushner@sfgov.org

RPD must receive each proposal not later than **Friday, August 26 at 5pm,** clearly marked Marina Degaussing Station in the subject line. Proposals sent after **Friday, August 26 at 5pm**, will not be accepted.

A respondent may revise a proposal on its own initiative at any time before the deadline for submission of proposals specified above. A revised proposal must be received before the proposal submission deadline. In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal submittal deadline for any respondent.

Late proposals and proposals sent by standard mail or facsimile will not be accepted.

V. Evaluation of Proposals and Award

A. Selection Criteria

1. Minimum Qualifications

Each respondent must individually or collectively, in the case of an entity or joint venture, possess the following minimum experience to be considered as a possible candidate for this opportunity:

- Five years of experience in fully managing a business of the nature of this opportunity, with a background in food service, catering, retail services, or similar field;
- Sufficient financial capacity to undertake this concession opportunity including the ability to renovate the existing facility and take advantage of its location and views through superior design and construction; and
- The ability to obtain all required insurance policies as listed in the sample lease and all necessary permits and licenses required by the City.

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

Evaluation Criteria

A selection committee will use the following criteria in evaluation the responses to the RFP:

Evaluation Criteria	Points
Experience, Qualifications, and Financial Capability: • Experience in managing and operating projects of comparable type, size, visibility and revenue/expense structure in comparable settings. • Experience and qualifications of respondent and key personnel related to consistent quality management, maintenance, and operation of similar business enterprises. • Demonstrated experience, history, and relationships in operating similar goods and services enterprises. • The respondent's ability to meet the financial requirements of the proposed project. • Evidence of the respondent's financial performance history.	35
Business and Marketing Plan: • Consistency of the proposed project with the goals and objectives of the Recreation and Park Department, as outlined in the RFP. • Viability of proposed use plan. • Quality and innovation of respondent's plan. • Appropriateness of the project for the RPD facility. • Project's ability to complement and enhance the experience of park users. • Respondent's plan and capacity to market and promote the facility. • The extent to which the proposed plan creates or retains jobs for economically disadvantaged persons, and to provide disadvantaged local businesses with an equal opportunity to compete for and participate in project development and operations. • Use of environmentally friendly products as part of the operations plan.	35
Proposed Financial Terms: • The proposed annual rent for the site. • Value of the proposed capital improvements to the site • Amount of total projected revenue to the City and the reasonableness of respondent's underlying assumptions.	30
Total points	100

Selection Committee

Following RPD's receipt of submittals, RPD will implement the following evaluation process of timely, complete and responsive submittals from qualified respondents. A selection committee consisting of City staff and other appropriate parties will evaluate the submittals of each respondent based on the minimum qualifications and selection criteria outlined above. Selected respondents

may be interviewed by the selection committee. Those submittals meeting the minimum qualifications will be scored and ranked by the selection committee.

The Department reserves the right to request clarification or additional information from individual respondents and to request that some or all respondents make presentations to Department staff, the Recreation and Park Commission, community groups and/or others. The City further reserves the right to make an award without further clarification of proposals received.

B. Exclusive Negotiations

During an exclusive negotiating period of up to 40 days after the Commission finalizes a selection, the City will attempt to negotiate with the selected respondent a lease that is consistent with the standard form of lease attached hereto as Appendix B, the terms of this RFP, and the successful respondent's proposal. The City reserves the right to make changes to the standard lease form attached during the course of negotiations. Upon successful agreement to all terms of the lease, the proposed lease will be taken to the Commission for approval or disapproval.

The period of exclusive negotiations may be extended solely at the City's option. In the event the General Manager of the Department determines that such negotiations are not proceeding satisfactorily, the City may, upon approval by the Commission, commence negotiations with another respondent or begin the selection process anew. Any fees and deposits made to City by respondent are nonrefundable.

VI. Proposed Rent and Key Lease Terms

Upon successful completion of negotiations with the selected Respondent, RPD anticipates entering into a lease for the Site. This section briefly describes key lease terms required by RPD. In the submittal, Respondents will be required to indicate acceptance of these key lease terms, and to make a lease proposal that is consistent with these terms. The actual terms of the lease will be negotiated with Department staff and are subject to final approval by the San Francisco Recreation and Park Commission, and, if required, by the San Francisco Board of Supervisors.

A. Base Rent

Proposals must include a minimum base rent, payable in monthly installments. Annual base rent adjustments should also be proposed and must be comparable to like situations in the market. Unless otherwise agreed by the Department, base rent will rise with CPI. If the proposer desires to pay base rent in some manner other than equal monthly installments, the proposer may propose seasonal variations in its response.

B. Percentage Rent

Proposals must also include a Percentage Rent proposal payable on net gross receipts (gross receipts less applicable sales taxes). The higher of the monthly base rent or the monthly percentage rent would be payable. In any month in which the percentage rent does not exceed the base rent, only the base rent would be payable.

C. Term

One nine-year term is preferred. However, the City will consider a longer lease and/or lease extensions if the proposal demonstrates that the longer period is required to amortize investments in improvements.

D. Premises

The lessee will have exclusive use of the premises, other than public use of the restrooms. See Attachment A for a map of the premises.

E. As-Is, Triple Net Lease

The premises will be leased to the selected respondent on a strictly "As-Is" basis, without representation or warranty by the City. All costs of maintaining and operating the premises, mechanical and electrical systems upgrades, tenant improvements, possessory interest taxes and any other taxes and assessments, equipment, capital improvement and equipment reserves, and utility fees are to be borne by the lessee.

F. Subordination

The City's fee ownership and rental income stream will not be subordinated.

G. Financial Reporting

The selected respondent will required to submit annual audited financial reports to RPD. See Appendix C for an example.

H. Security Deposit and Performance Bond

In connection with the lease, the selected lessee, upon signing the lease, will be required to provide a security deposit equal in the amount of two months base rent. This may be in the form of a Time Certificate of Deposit or an Irrevocable Letter of Credit.

I. Environmental Sustainability

The City has recently passed the Food Service Waste Reduction Ordinance which requires that, "All City Facility Food Providers using any Disposable Food Service Ware shall use Biodegradable/Compostable or Recyclable Disposable Food Service Ware unless there is no Affordable Biodegradable or Compostable product available as determined by the City Administrator in accordance with Subsection 1604(a).Proposers are required to comply with City law.

Lessee needs to achieve a 75% diversion rate, and provide adequate composting and recycling collection services to the public/attendees, event producers and vendors to achieve that diversion rate. Compostable collection containers must be color coded as green, recycling as blue and garbage as black. Appropriate, clear signage must be visible." Back up generators need to use B100 as fuel, and 50% of food must come from less than a 200 mile radius from San Francisco.

H. Sustainable Foods

The City is encouraging lessees to source 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 concessions, and how they will increase their sourcing of sustainably produced foods

J. Insurance Requirements

Please see Section 18 of the appended Standard Department Lease form for a delineation of insurance requirements.

K. HRC Certification

At the time the lease is executed, the lessee must have been certified by the City's Human Rights Commission ("HRC") to be in compliance with Chapter 12B of the San Francisco Administrative Code, including certification of compliance with the City's Nondiscrimination in Benefits ("Domestic Partners Benefits") Ordinance. In order to obtain such certification, the Lessee will be required to submit to HRC a "Chapter 12B: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101).

L. City Contracting Requirements

The lessee shall be required to comply with all applicable City contracting requirements, including, without limitation, the City's Non-Discrimination in Benefits Ordinance, Minimum Compensation Ordinance, Health Care Accountability Ordinance, First Source Hiring Program, and Conflict of Interest Ordinance. Respondents should review the appended Standard Department Lease Form, to ensure their ability to comply with all City requirements and terms.

VII. Terms and Conditions for Receipt of RFP

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed via email to:

Lev Kushner at lev.kushner@sfgov.org

C. Objections to RFP Terms

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

D. Change Notices

The Department may modify the RFP, prior to the proposal due date, by issuing Change Notices,

which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Change Notices.

E. Term of Proposal

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

F. Revision of Proposal

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

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

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

G. Errors and Omissions in Proposal

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

H. Financial Responsibility

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

I. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to $5,000 and a jail term of not more than six months, or both.
2. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to $5,000.
3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to $5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

J. Sunshine Ordinance

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

K. Public Access to Meetings and Records

If a proposer is a non-profit entity that receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the

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

L. Reservations of Rights by the City

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

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

M. No Waiver

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

N. Protests.

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 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.

- 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 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.

- 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:

Attn: Real Estate/Finance Team
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Appendix A - Site Map and Images

Marina Green Dr
Marina Green Dr
Marina Green Dr
Marina Green Dr
Marina Green Dr
Marina Green
Marina Blvd
Marina Blvd
Marina Blvd
Marina Blvd
Marina Blvd
Marina Blvd
Avila St
Avila St
Retiro Way
Retiro Way
Retiro Way
Fillmore
Jefferson St
Webster St
Morgan Joan
Mario E Godoyne
Sherwood California
Cervantes Blvd
Cervantes Blvd

Marina Green Dr
Marina Green Dr
Marina Green Dr

Appendix B – Standard Department Lease Form

Appendix C – Example of Annual Financial Statement