

September 2024



Request for Proposals

Mobile Food Facility/ Food Trucks



CITY AND COUNTY OF SAN FRANCISCO

London N. Breed, Mayor

SAN FRANCISCO RECREATION and PARK COMMISSION

Philip A. Ginsburg, General Manager

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IMPORTANT INFORMATION

Below are considerations that the Recreation and Park Department will consider as part of this Request for Proposal (“RFP”)

After reviewing the below information, the first step is to determine if the location that you are interested is feasible for a mobile food facility. Please complete our:

[Mobile Food Facility Interest Form](#)

We will review your form generally within two weeks.

All proposals received by Property Management of the Recreation and Park Department will be reviewed on a rolling basis as submitted. In the event that more than one proponent is interested in a particular space, we will issue an addendum with deadlines so that all can participate.

I. Summary of Offering and Scheduling

Mobile Food Facility Opportunity:	The San Francisco Recreation and Parks Department (the “ Department ”) seeks Mobile Food Facilities (“ MFFs ”) to operate within park locations under the jurisdiction of the Department. Mobile Food Facilities include food trucks or food stands. This opportunity comes with a set schedule at a set location.
Location:	The Department will consider locations proposed by a potential operator (“ Respondent ”) for operation within City and County of San Francisco parks (the “ Parks ”). Proposed location(s) must be approved by the Department.
Maximum Term:	The maximum term is one year.
Goals:	Provide quality food and service amenity to Park visitors shown confirmed by internet ratings and reviews along with high sales levels.
Hours of Operation:	Hours of operation to be proposed but must be within the hours of Park operation. Park hours can be found at the Department website at this link (https://sfrecpark.org/facilities).

Financial Requirements:	<p>The selected Respondent will be required to pay a “Monthly Fee” which is the <i>greater of</i> (a) the Minimum Monthly Guarantee (the “MMG” which is also the “Base Fee”) or (b) a percentage of the gross revenues (the “Percentage Fee”). Both the MMG and Percentage Fee will be proposed by the Respondent, negotiated, and approved by the Department.</p> <p>The chosen Respondent will be responsible for operating and maintaining the MFF.</p>
Selection Process:	<p>The proposal will be evaluated and awarded by the Department or, in the case of multiple proposals for the same location, a Selection Committee will be utilized and would rank the proposals on how well they meet the project objectives and selection criteria described in this RFP. The Department may request additional information from Respondents during this process.</p>
Rolling Proposal Review Dates:	<p>Submissions may be made at any time. If there is more than one proponent desiring the same space, an addendum will be issued with a specific deadline for that space so that proposals can be compared.</p>
Contact:	<p>Jessica Hing Interim Property Manager for Mobile Food Facilities San Francisco Recreation and Park Department 501 Stanyan Street San Francisco, CA 94117 (415) 831-6856 Jessica.Hing@sfgov.org</p>

II. BACKGROUND

A. Background

Touted as having one of the best park systems in the country, San Francisco is a city of great and diverse parks with over 45 million park users annually. Golden Gate Park alone welcomes over 14 million visitors each year.

B. Department Goals

The San Francisco Recreation and Parks Department is soliciting proposals to operate mobile food facilities within Parks under the jurisdiction of the Department. The Department and any selected Respondents will jointly determine the exact Park location(s) for operation. The goal is that the MFF keep a set schedule and location so park visitors can rely on the presence of the MFF bases on that location and schedule.

III. VISION and OBJECTIVES

A. Objectives

Since 2009, the Department has enhanced Park user’s experience with quality food and beverage amenities through permitted MFFs in strategic Park locations such as Golden Gate Park, Civic Center Plaza, Marina Green, Alamo Square, and Embarcadero Plaza. The Department desires to expand those services and is seeking MFFs that reflect the culinary diversity of San Francisco, value Park stewardship and can complement patron activities in the beautiful surroundings of the Parks. Respondents should show their ability to provide quality food and excellent customer service through current internet ratings and reviews (e.g., Yelp, Google, etc.). Respondents are invited to propose menus that reflect San Francisco’s rich culinary heritage and character of the City’s neighborhoods.

IV. THE OPPORTUNITY

A. Facility Space

After submitting a [Mobile Food Facility Interest Form](#) and determining that a site is feasible, Respondents will be asked to submit proposals for the Park(s) in which they would like to operate (for a complete listing of City Parks, please see Exhibit B). Respondents should be as detailed as possible when describing their desired location(s). Location(s) identified by Respondents for the operation of MFFs do not guarantee the award of a permit to operate at that location. Respondents should identify up to five locations for the operation of their MFF. Maps detailing specific locations for the operation of an MFF within a Park should be included in the proposal. Respondents should consider bathroom locations, ADA access paths, the topography of the park, and the existing uses of the Park. The locations of the MFFs must be approved by the Department.

The Department will consider proposals for various types of MFFs including food trucks, pushcarts, and food trailers. In all cases, the Department will review the appropriateness of the proposed concession for the specific park location.

B. Operating Requirements

1. Operation

- Proposal should include proposed hours of operation. Hours may vary seasonally but must be within Park operating hours (park hours can be found at this link; <https://sfrecpark.org/facilities>). During periods of inclement weather, chosen Respondent (the “Operator”) may choose to not operate in any or all of the locations.
- MFF equipment must be clean, well maintained, and attractive in its overall design. The exterior appeal of the MFF should match the quality of its food and service.

- Operator is required to keep the premises clean and clear of debris within 150 feet of their MFF.
2. Operation Plan
- Operator should include marketing strategy that includes the following
 - i. Location
 - ii. Hours of operation
 - iii. Menu
 - iv. Internet marketing
 - For MFF's that are not food trucks, operations plan must include a plan for loading into and out of the park.
3. Menu
- Menu must be included in the proposal and include proposed pricing, both of which must be approved
 - Food must be of the highest quality
 - Menu should include at least one healthy option
 - NOTE: Alcoholic Beverage- The sale and advertising of alcoholic beverages is not permitted
4. Regulatory Compliance
- MFFs must be inspected by the San Francisco Department of Public Health - Environmental Health
 - MFFs must be inspected by the San Francisco Fire Department (if propane is used on MFF).
 - MFFs must have a valid permit/decal when operating in the Parks. MFF employee pay must meet or exceed San Francisco's Minimum Wage
 - Prohibition on Sale of Bottled Water- Operator shall agree to comply with all applicable provisions of San Francisco Environment Code, Chapter 24 restricting the sale or distribution on City property of drinking water in plastic bottles of twenty-one (21) fluid ounces or less. The Department may waive the requirement of Sections 2403 and 2404 of the Environmental code in part or full if Operator demonstrates to the satisfaction of the Department that strict application of the requirement would not be feasible, would create an undue hardship or practical difficulty, or that circumstances otherwise warrant granting of the waiver.

V. KEY MFF PERMIT TERMS

(see Exhibit B: Sample Permit)

A. Term

Term is the duration of the permit. The typical term awarded under this RFP is one year.

B. Fees

1. Base Fee

Respondent shall propose a Minimum Monthly Guarantee (“**MMG**”) to the Department which will be the monthly “**Base Fee**”.

2. Percentage Fee

Proposals must also suggest an exact fee as calculated as a percentage of gross receipts (“**Percentage Fee**”).

3. Monthly Fee

Each month, the greater of the Base Fee or the Percentage Fee would be the fee due to the Department by the 20th of the following month (“**Monthly Fee**”).

C. Financial Reporting

Operator will be required to provide the Monthly Fee reports, in electronic spreadsheet format, detailing daily sales, tax, tips, credit card fees, MMG (Base Fee) and Percentage Fee calculations.

D. Utilities

The Operator will be responsible for all MFF utilities including water, gas, electricity, internet, and phone.

E. Subordination

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

F. Security Deposit and Performance Bond

Upon signing the MFF Permit, the selected Operator will be required to provide a security deposit.

G. Insurance Requirements

The Operator will be required to obtain insurance as specified by the Department.

H. Nondiscrimination in Contracts and Benefits

As a condition to the MFF Permit, the Operator shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Contract Monitoring Division 12B-101 Form) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

I. City Contracting Requirements

The Operator shall 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.

J. Possessory Interest Tax

The MFF Permit may create a possessory interest subject to property taxation and that Operator may be subject to the payment of property taxes levied on that interest under applicable law.

VI.RFP SCHEDULE, EVALUATION and SELECTION PROCESS

A. Tentative Schedule

Anticipated Timeline*	
RFP issued / Revised	September 1, 2024
Submit a Mobile Food Facility Interest Form	Ongoing
Submission of questions	Ongoing via Email
Proposal Due Dates	Ongoing
MFF Permit Approval by the Recreation and Park Department	Within three months of Proposal submission

**Please note that the above anticipated timeline is subject to change without notice*

B. RFP Questions

Question regarding the RFP must be emailed to contact listed above.. Department staff will provide written answers to all submitted questions. Questions with answers will be simultaneously posted on the Department’s web site under the Q&A link. The Department strongly recommends that interested parties consult the Department’s website frequently to determine if new information regarding the RFP is available, including added questions and answers to the Q&A document.

C. Selection Criteria

1. Minimum Qualifications

Each Respondent must possess the following minimum experience to be considered as a possible candidate for this opportunity:

- a. One (1) year of experience in operating an MFF.
- b. Use of qualified commissary if needed (not required for food trucks or those selling prepackaged goods).
- c. The ability to obtain all insurance policies required by the City

Respondents must fully describe and present adequate proof of experience. Should any person or entity not be able to satisfy the above-mentioned minimum experience, the Department shall deem any proposal submitted by such individuals or entities as “non-responsive” and will not consider any additional submitted information. The Proposal can subsequently be submitted for a later review round.

2. Evaluation Criteria

The Department or Selection Committee (described below and use in cases of multiple proposals for the same location and) will use the following criteria in evaluation the responses to the RFP:

a. Experience (30 Points)

(1) Level of experience fully operating an MFF

b. Operations Plan (40 Points)

(1) Operator should include marketing strategy that includes the following:

- (a) Location
- (b) Hours of operation
- (c) Menu
- (d) Internet marketing

(2) Operator should also include customer service procedure for:

- (a) Negative internet reviews (e.g., Yelp, Google, etc.)
- (b) Customer complaints, such as returned food

(3) Commissary Capability (if required)

- (a) Use of a qualified commissary

(4) Menu

- (a) Menu must be included in the proposal and include proposed pricing, both of which must be approved
- (b) Food must be of the highest quality
- (c) Menu should include at least one healthy option

c. Proposed Financial Terms (30 Points)

(1) Proposed Minimum Monthly Guarantee (Base Fee) to be paid to the Department

(2) Proposed Percentage Rent Formula on net gross receipts (gross receipts less applicable sales tax and credit card fees) to be paid to the Department

D. Selection Process

1. Selection Process Generally

All proposals will be evaluated by the Department in accordance with the criteria and procedures identified in this RFP. Without limiting any of its rights described in Section 3 below, the Department reserves the right in its discretion to make a selection based directly on the proposals submitted or to negotiate further with one or more of the Respondents. The Respondent selected under this RFP will be chosen on the basis of their apparent ability to best meet the overall objectives of the City, as ultimately determined by the Department in its sole and absolute discretion. The Department may request additional information from Respondents during this process.

Each proposal will be initially reviewed by Department staff for demonstration of meeting minimum qualifications, completeness, responsiveness, and adequacy of documentation. Proposals with significant deficiencies in these areas may receive no further consideration. If only one qualified proposal for a location is received, the Department will decide whether or not to enter directly into negotiations. (Note: the Selection Committee process is only used for multiple proposals for the same location).

2. Selection Committee

If the Department receives multiple Proposals for the same location, the Department will implement the Selection Committee evaluation process. In the Selection Committee process, a Selection Committee will evaluate the submittals of each Respondent based on the

minimum qualifications and selection criteria as 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 City further reserves the right to make an award without further clarification of proposals received.

A selection panel shall assist staff with this review and shall score the proposals according to the point system and criteria listed under "Evaluation Criteria" above. Interviews with individual Respondents and/or public presentations may be required. In addition, staff may, at its sole discretion, independently investigate the qualifications of certain Respondents and/or conduct interviews with members of certain Respondents' team. The Department reserves the right to request clarification or additional information from a Respondent.

The Selection Committee will be instructed to score the proposals based upon how completely Respondents responded to the requested information outlined in this RFP, the quality, professionalism, vision and appropriateness of such responses, and the level of experience and expertise demonstrated by the responses.

Respondents may be invited to interviews with a selection panel. Interviews will consist of standard questions asked of Respondents and clarifying questions regarding individual submissions. The lead staff of the Respondent should be present for the interview as well as the lead staff of any partners and parties authorized to negotiate a contract. Information provided to the panel from the interviews may be used during the scoring process and evaluated using the same evaluation criteria that the selection panel will use to score the written proposals.

VII. REQUIRED SUBMITTALS

NOTE- DO NOT MAKE THIS SUBMISSION WITHOUT FIRST COMPLETING A [Mobile Food Facility Interest Form](#) and receiving notice that your proposal is feasible.

The following information is what the Selection Committee will utilize to rate Respondent's proposal. Respondent's proposal must provide all information requested below items, A through I. Respondent's non-compliance to the outline below will hinder the Selection Committee's ability to assess the proposals and could cost the Respondent points for information that is not easily found.

Respondents are to email their proposal in a widely used format (e.g., word or PDF) to the Contact listed above.

The outline for items A through I below must be followed. The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the work for the Department in conformity with the requirements of the specifications in the RFP. As such, the substance of the proposals will carry more weight than their form or manner of presentation.

The proposal should address all points outlined in the specifications of this RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the Respondent's capability to satisfy the requirements of the RFP.

All documents submitted are subject to City's Sunshine Ordinance and all responses and other communications from interested parties must be open to inspection by the public upon request immediately after an MFF Permit is awarded. Each Respondent must clearly mark any of the financial materials that it in good faith believes to be a trade secret or confidential proprietary information protected from disclosure under applicable law. To the extent permitted by law, the Department will attempt to maintain the confidentiality of financial materials marked confidential and/or proprietary.

In order to be eligible for evaluation, all Respondents to this RFP must demonstrate and submit all of the Minimum Qualification Requirements (MQRs) stated below. Respondents must meet the MQRs stated below in order to be eligible for evaluation of their proposal.

While additional data may be presented, the information requested in below must be included.

A. Basic Information

Provide the Respondent's name; the MFF name, address, telephone number, email of the contact person, and the date of the proposal

B. Minimum Qualification Requirements (MQR) – Qualifications

Ensure that within this section you include and address all the MQRs requested below. All firms responding to perform the work for this project/RFP must provide and meet all the MQRs:

1. One (1) years of experience operating an MFF
2. Use of a qualified commissary (if needed- not required for a food truck)

Respondents must fully describe and present adequate proof of experience. Should any Respondent not be able to satisfy the above-mentioned minimum qualifications, the Department shall deem any proposal submitted by such individuals or entities as "non-responsive" and will not consider any additional submitted information.

C. Experience

1. Level of experience fully operating, managing an MFF or other similar business

F. Operations / Marketing Plan

Describe your approach to operating and how it addresses the Evaluation Criteria. This should include the following points:

1. Menu

- Menu must be included in the proposal and include proposed pricing, both of which must be approved
 - Food must be of the highest quality
 - Menu should include at least one healthy option
2. Operator should include marketing strategy that includes the following.
 - Location
 - Hours of operation
 - Menu
 - Internet marketing
 3. Operator should also include customer service procedure for:
 - Negative internet reviews (e.g., Yelp, Google, etc.)
 - Customer complaints, such as returned food
 4. Commissary Capability
 - Use of a qualified commissary (if needed)

G. Proposed Financial Terms

1. Proposed rent structure/revenue sharing plan including:
 - Minimum Monthly Guarantee (MMG) / Base fee which should vary by month for seasonality of sales
 - Percentage Fee to be factored on percentage of gross revenues

H. Past Performance (Reviews)

The Department will conduct review checks as a component of due diligence to determine the public opinion of the food quality and level of customer service (e.g., Yelp, Google, etc.).

I. Respondent’s Qualifications

1. Provide the legal structure of the entity submitting proposal, i.e., sole proprietor, partnership, corporation, etc. If a partnership or corporation, indicate the ownership, rights, and roles of each member of the partnership or corporation. Single Respondents, consisting of consortiums, joint ventures, or other partnership ventures must clearly establish that all license negotiation responsibilities will rest solely with one individual, firm or legal entity. List all principals of entity submitting proposal, and a contact person with contact address, phone number, and email.
2. Have you been involved in litigation within the last five (5) years or is there any pending litigation arising out of your performance? Provide a list of litigation within the last five (5) years.

VIII. TERMS and CONDITIONS for RECEIPT of RFP

A. Errors and Omissions in RFP

Respondents are responsible for reviewing all portions of this RFP. Respondents are to promptly notify the Department, in writing, if the respondent 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 (5) 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 verbal notifications of intent to request written modification or clarification of the RFP, must be directed via email to the Contact listed above

C. 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 respondent 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 respondent consult the website frequently, including shortly before the proposal due date, to determine if the respondent has downloaded all Change Notices.

D. 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.

E. Revision of Proposal

A respondent may revise a proposal on the respondent's own initiative at any time before the deadline for submission of proposals. The respondent 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 respondent.

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

F. Responsible Proposals

No proposals 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.

G. One Proposal per Respondent

Only one proposal will be accepted from any one firm or corporation, or affiliated entities; however, several alternatives may be included in one proposal, and as noted above, joint ventures or similar arrangements are permitted.

H. 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.

I. 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 Lease or other agreement or to proceed with the RFP. In addition, the issuance of this RFP does not obligate the City to pay any costs incurred by any Respondent in connection with (i) the preparation of a response to this RFP, (ii) any supplements or modifications of this RFP or (iii) negotiations with the City or other party arising out of or relating to this RFP. All costs incurred in the preparation and presentation of any proposal in response to this RFP shall be borne solely by the respondent.

J. Proposal as a Public Record

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code 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 benefit until and unless that person or organization is awarded the contract or benefit. The Respondent will clearly designate those financial records which it in good faith determines to be a trade secret or confidential propriety 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, as discussed below. 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 release of such financial information.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

K. Return of Materials

The City will not return proposals, or any information submitted in connection with a proposal unless the Respondent has properly designated financial portions of the proposal as confidential at the time of proposal 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 based on any real or apparent conflict of interest that is disclosed by the responses submitted, misrepresentation or false statements in proposal, or other data available to the City. This disqualification is at the sole discretion of the City.

M. Waiver of Claims Against City

The Respondent shall not obtain by its response to this RFP any claim against the City 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 lease, the failure to enter into any such lease, any statement, representations, acts or omissions of the City or its agents, 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.

N. Objections to RFP Terms.

Should a Respondent object on any ground to any provision or legal requirement set forth in this RFP, the respondent must, not more than ten (10) calendar days after the RFP is issued, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a respondent to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

Without limiting the generality of the foregoing, the information presented in or in connection with this RFP is provided solely for the convenience of the interested parties. It is the responsibility of interested parties to assure themselves that any information contained in or related to this RFP is accurate and complete. No representations, assurances, or warranties pertaining to the accuracy of such information are or will be provided by the City or its consultants and no claim may be brought against the City or any of their respective consultants as a result of the presentation of such information, irrespective of its accuracy, completeness, or general utility.

O. 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.

P. 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.

Q. Respondent's Obligations under the Campaign Reform Ordinance

Respondents 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 respondent 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 respondent 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, respondent should contact the San Francisco Ethics Commission at (415) 581-2300.

R. Public Access to Meetings and Records

If a respondent 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 respondent must comply with Chapter 12L. The respondent must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to respondent's meetings and records, and (2) a

summary of all complaints concerning the respondent'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 respondent shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in respondent'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.

S. 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 of the 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.

T. 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 respondent to observe any provision of this RFP.

U. Protests

Within five (5) 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 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.

- Protest of Contract Award

Within five (5) 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 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.

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.

- 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:

San Francisco Recreation and Park Department
Property Management Department
Mobile Food Facility
501 Stanyan Street
San Francisco, CA 94117
Jessica.Hing@sfgov.org

IX. EXHIBITS

Exhibit A: List of Recreation and Park Department Properties

Please note that many of the parks listed below cannot accommodate an MFF due to the topography of the park, the existing uses in the park or the space limitations. This list is provided strictly as a reference to Recreation and Park Department managed and operated parks.

Adam Rogers Park
Alamo Square
Alice Chalmers Playground
Alice Marble Courts
Alioto Mini Park
Allyne Park
Alta Plaza Park
Angelo Rossi Park
Aptos Playground
Argonne Playground
Ashton & Lakeview Mini Park
Baden & Joost Street Mini Park
Balboa Park
Bayview Hill Natural Area
Beaver & Noe Mini Park
Beiderman & O'Farrell Mini Park
Bernal Heights Natural Area
Bessie Carmichael Park
Billy Goat Hill
Boeddeker Park
Bonview Open Space
Brewster & Franconia St. Mini Park
Bright & Randolph Mini Park
Broadway Tunnel East Mini Park
Broadway Tunnel West Mini Park
Broderick & Bush Street Mini Park
Brooks Park
Brotherhood & Head Street Mini Park

Buchanan Street Mall
Buena Vista Park
Cabrillo Playground
Campbell Rutland Mini Park
Cayuga & Lamartine Mini Park
Cayuga Playground
Chester Street Mini Park
Chestnut & Kearny Mini Park
Chinese Playground
Chinese Recreation Center
Coleridge & Esmerelda Mini Park
Corona Heights Open Space
Coso & Precita Mini Park
Cottage Row Mini Park
Cow Hollow Playground
Crocker Amazon Playground
Diamond Heights Open Space
Dolores Park (this Park is not available for MFF Proposals)
Dorothy Erskine Open Space
Douglass Playground
Duboce Park
Duncan & Castro Open Space
Dupont Courts
Edgehill Mountain
Edwards St. Mini Park
Esprit Park
Eugenia & Prentice Mini Park
Everson & Digby Open Space
Excelsior Playground
Fairmount Open Space
Fay Park & House
Fillmore & Turk Mini Park
Frank McCoppin School Yard
Franklin Square

Fulton Playground
Garfield Square Playground
Geneva Ave Strip
George Christopher Playground
Gilman Playground
Glen Park Canyon Open Space
Glen Park Recreation Center
Golden Gate & Steiner Mini Park
Golden Gate Heights Park
Golden Gate Park
Grandview Hts
Grandview Park & Extension
Grattan Playground
Hamilton Recreation Center
Hawk Hill Open Space
Hayes & Valley Mini Park
Hayes Valley Playground
Helen Wills Playground
Herz Playground
Hillcrest Gym
Hilltop Park
Holly Park
Howard & Langton Mini Park
Huntington Park
Hyde & Turk Street Mini Park
Hyde & Vallejo Mini Park
Hyde & Washington Mini Park
Ina Coolbrith Park
India Basin Shoreline Park
Interior Green Belt
J. P. Murphy Playground
Jackson Playground
James Lang Field
Japantown Peace Plaza

Jefferson Square
Joe DiMaggio Playground
Jose Coronado Playground
Joseph L. Alioto Performing Arts Piazza
Joseph Conrad Square
Joseph Lee Recreation Center
Julius Kahn Playground
Junipero Serra Playground
Juri Commons Mini Park
Justin Herman Plaza
Kelloch & Velasco Park
Kezar Stadium/Pavilion Kezar Stadium
Kite Hill
Koshland Park
Lafayette Park
Laguna & Page Mini Park
Lake Merced
Larsen Park
Laurel Hill Playground
Lessing & Sears Mini Park
Lincoln Park
Little Hollywood Park
Louis Sutter Playground
Lower Great Highway
Margaret Hayward Playground
Marina Green
Marini Plaza
Maritime Plaza
Martin Luther King Pool
McCoppin Square
McKinley Square
McLaren Park
Merced Heights Playground
Michelangelo Playground

Midtown Terrace Playground
Minnie & Lovie Recreation Center
Miraloma Playground
Mission Playground
Mission Pool
Mission Recreation Center - Harrison St.
Mission Recreation Center - Treat St.
Moscone Recreation Center
Mount Davidson Park
Mount Olympus
Mountain Lake Park
Mullen & Peralta Open Space
Noe Valley Courts
North Beach Pool
O'Shaughnessy Cliff
O'Shaughnessy Hollow
Palace of Fine Arts
Palega Recreation Center
Palou & Phelps Mini Park
Palou & Selby Mini Park
Parkside Square
Peixotto Playground
Pine Lake Park
Ping Yuen Housing
Portsmouth Square
Potrero del Sol Park
Potrero Hill Mini Park
Potrero Hill Playground
Potrero Hill Recreation Center
Precita Park
Presidio Heights Playground
Randall Museum
Raymond Kimball Playground
Reis Tract/Greenway

Richmond Playground
Richmond Police Station Mini Park
Richmond Recreation Center
Rochambeau Playground
Rock Outcropping Open Space
Rolph Playground
Rolph-Nichol Park
Rosa Parks Senior Center
Rossi Pool
Russian Hill Open Space
Saturn St. Steps Open Space
Sava Pool
Sergeant John Macaulay Park
Seward St. Mini Park & Extension
Sigmund Stern Grove
Silver Terrace Playground
Silver Tree Day Camp
SOMA skate park and dog play area
South of Market Recreation Center
South Park (this park is not available for MFF Proposals)
South Sunset Playground
St. Mary's Recreation Center
St. Mary's Square
States St. Playground
Sunnydale Recreation Center
Sunnyside Conservatory
Sunnyside Playground
Sunset Recreation Center
Tank Hill
Twin Peaks
Upper Noe Recreation Center
Visitacion Valley Playground
Visitacion Valley School Yard
Walter Haas Playground

Washington Square
West Portal Clubhouse
West Portal Playground
West Sunset Playground
Woh Hei Yuen Recreation Center
Youngblood Coleman Playground

Exhibit B: Standard Department MFF Permit

REVOCABLE PERMIT TO ENTER AND USE PROPERTY

by and between

CITY AND COUNTY OF SAN FRANCISCO

and

[Permittee's official business name] (DBA [Permittee DBA name]),
Permittee

To operate a Mobile Food Facility at
[park / location],
San Francisco, California

[Document date]

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**CITY AND COUNTY OF SAN FRANCISCO
 REVOCABLE PERMIT
 TO ENTER AND USE PROPERTY
 ([Park / location])**

THIS REVOCABLE PERMIT TO ENTER AND USE PROPERTY (this “**Permit**”), dated for reference purposes only as of [Document date], is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**”) and [Permittee’s official business name] (DBA [Permittee DBA name]), a [Permittee corporation type and state] (“**Permittee**”).

City and Permittee agree as follows:

1. LICENSE

City grants to Permittee a temporary, personal, unassignable, non-exclusive, and non-possessory privilege to enter on and use that certain real property owned by City located at [park / location] (the “[location type – e.g. Park, Plaza]”), San Francisco, CA [Zip Code], (Assessor’s Parcel Number Block xxxx, Lot xxx) 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

(a) Permittee may enter and use the Permit Area for the sole purpose of operating a mobile food facility (including setting up tables and chairs), and to sell food, non-alcoholic beverages, candy, and confections from the mobile food truck (the “Permitted Activity”), and for no other purpose whatsoever. The schedule of items to be sold and the prices to be charged shall be subject to written approval by City and County of San Francisco Recreation and Park Department (the “**Department**”), prior to being effective.

Permittee shall actively operate the mobile food facility in the designated locations on the following xxx days a week, minimum schedule:

Location	Summer Hours*	Winter Hours*	Closures
[Park / location]	Xxxx AM to xxxx PM	Xxxx AM to xxxx PM	As Required for Special Events

If Permittee fails to meet the minimum schedule without approval of the Department, City may terminate this Permit.

(b) Permittee may provide tables and chairs in the area open and available next to the mobile food facility (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. 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. If Permittee desires to install a canopy or tent over part or all of the Seating Area, Permittee will first request permission in writing from the Department, which must include a depiction of the desired canopy or tent. The Department will approve or disapprove the installation and use of the canopy or tent in its sole discretion. If Permittee desires to operate any exterior heat lamp in the Seating Area, then Permittee must obtain all required health and safety permits before installing and using any heat lamp and request approval from the Department in writing, and include the specifications for the proposed heat lamp and copies of the issued health and safety permits required to use the heat lamp. Permittee must operate any heat lamp in accordance with all required health and safety permits and comply with all operating instructions and safety warnings published by the manufacturer or supplier of the heat lamp.

(c) 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.

(d) 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. Permittee shall comply with Section 4.113 of the City Charter and the San Francisco Parks Code with respect to the Permit Area and any rules and regulations relating to property under the Commission's jurisdiction, as the same may change from time to time (the "**Rules and Regulations**"). A copy of the current Rules and Regulations can be downloaded from the web address provided in the attached **Exhibit B**.

2.2 Type and Quality of Products and Service Provided

Permittee agrees to only serve the items listed in the attached menu, **Exhibit C**. Permittee shall submit to the Department for approval a written request for any changes in menu items at least 30 days prior to such changes.

Permittee hereby agrees that any food and beverages offered for sale hereunder shall be of good quality and that the service shall be prompt, clean, courteous, and efficient. Department shall have the right to raise reasonable objections to the quality of the food, beverages, and service(s) provided and Permittee shall have the obligation to address those objections to the satisfaction of the Department.

2.3 Rates and Charges

Permittee agrees to charge not more than the attached rates and charges, as specified in **Exhibit C**. Permittee shall submit to the Department for approval a written request for any changes in rates charged at least 30 days prior to such changes.

2.4 Press, Public Communication

Upon receipt of an inquiry by a news or media outlet in reference to this Permit or Permittee's operations, Permittee shall immediately notify the Department. The Department shall be the lead in responding to any press requests. Permittee shall not issue any press release or statement to the press with regard to this Permit or Permittee's operations at the Premises without the Department's prior written consent, not to be unreasonably withheld. Permittee shall direct media inquiries to the Department's Director of Policy and Public Affairs.

3. 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.

3.1 Special Events

City may permit special events in the park where the Permit Area is located. In such instances City may, in its sole discretion, prohibit Permittee from operating during the length of the special event. In such instances, the Minimum Monthly Guarantee (MMG) (but not the Percentage Fees) will be prorated to reflect Permittee's inability to operate during the special event.

3.2 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.

3.3 Dumping

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

3.4 Hazardous Material

Permittee will not cause, and will Permittee not allow any of its Agents or Invitees (as defined in Section 18 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.

3.5 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.

3.6 Damage

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

4. PERMIT FEES

Permittee shall pay to City permit fees (“**Permit Fees**”) equal to the greater of (i) the Minimum Monthly Guarantee (“**MMG**”) listed in the following table, or (ii) **xxxx** percent (**xx**%) of Gross Receipts (“**Percentage Fee**”). “**Gross Receipts**” means all amounts received and receivable by Permittee from all food and beverage sales conducted in, from or attributable to the Permit Area, but shall exclude (i) sums collected for any sales or excise tax imposed directly on Permittee by any duly constituted governmental authority, but only if stated separately from the selling price of the goods or merchandise, or services, and collected from customers and such amounts are in fact paid to the appropriate governmental entities for which they are collected; (ii) tips paid by Permittee’s customers to the employees of Permittee, as long as such tips go directly to such employees (and not to Permittee), and (iii) credit card fees.

Minimum Monthly Guarantee (MMG)

Note: MMG will be prorated for partial months.

Month	Permit MMG
January	\$ x,xxx
February	\$ x,xxx
March	\$ x,xxx
April	\$ x,xxx
May	\$ x,xxx
June	\$ x,xxx
July	\$ x,xxx
August	\$ x,xxx
September	\$ x,xxx
October	\$ x,xxx
November	\$ x,xxx
December	\$ x,xxx
Total	\$ xx,xxx

4.1 Payment; Generally

Permit Fees shall be paid or postmarked by the twentieth day (20th) day of the month for the preceding month in lawful money of the United States, at Property Management, Recreation and Park Department, McLaren Lodge Annex, 501 Stanyan Street, San Francisco, California 94117. If Permittee pays by check and such check is not honored, then City may require Permittee to make all future payments in cash or by cashier’s check. City reserves the right to direct Permittee, upon 30 days written notice, to deposit all payments required under this Permit from Permittee’s account into the City designated revenue account by bank or wire transfer.

4.2 Monthly Gross Receipts Statements; Determination of Percentage Fees Payable

On or before the twentieth (20th) day of each month during the term, Permittee shall deliver to City a statement certified as correct by an officer or owner of Permittee and otherwise in form reasonably satisfactory to City, showing taxes paid, Gross Receipts received during the preceding month as required to determine the Percentage Fees payable for such calendar month (a "Monthly Gross Receipts Statement"). The Monthly Gross Receipts Statement shall be broken down on a daily, weekly, and monthly basis and submitted in Excel format (see **Exhibit D**).

4.3 Cash Register Requirements

In selling food or beverages, Permittee shall use a system that registers every transaction made in, on, about or from the Permit Area, including every type of income, and the tape or digital record of each such cash register shall be accessible to and subject to inspection by the Department, provided that three (3) business days' prior notice be provided by the inspecting party, such inspection shall be conducted in a manner reasonable designed to minimize interference with the conduct of the Permittee's business at the Permit Area, and neither party shall perform such inspection unless Permittee is present. The Permittee shall be available to the Department for such inspection during business hours as the Department provides in its written inspection notice. Each sale or other transaction generated in the Permit Area must be recorded at the time of each sale or other transaction, in the presence of the customer or by phone.

4.4 Reporting; Books and Records; Audits

(a) Books and Records. Permittee agrees to keep accurate books and records according to generally accepted accounting principles. For purposes herein "books and records" shall include, but not be limited to, daily sales journals, cash register tapes, pre-numbered receipts, guest checks, sales tickets, monthly sales summaries summarizing daily sales, general ledgers, income statements, sales tax returns, income tax returns and any other bookkeeping documents Permittee utilizes in its business operations. Permittee shall not co-mingle personal funds with business funds.

(b) Audit. Permittee agrees to make its books and records available to City, or to any City auditor, or to any auditor or representative designated by City, for the purpose of examining such books and records to determine the accuracy of Permittee's earnings from Permittee's business. Such books and records shall be kept for four (4) years and shall be maintained and/or made available in San Francisco to City's representative for the purpose of auditing or re-auditing these accounts; except that, if an audit is made within such four-year period and City claims that errors or omissions have occurred, the books and records shall be retained and made available until those matters are resolved. If an audit reveals that Permittee has understated its Gross Receipts, Permittee shall pay City, promptly upon demand, the difference between the amount Permittee has paid and the amount it should have paid to City. If Permittee understates its Gross Receipts by three percent (3%) or more, the cost of the audit shall be borne by Permittee.

4.5 Default

If any Permit Fees are not paid on the due date, such unpaid amount shall bear interest from the due date until paid at the rate of ten percent (10%) per year or, if a higher rate is legally permissible, at the highest rate an individual is permitted to charge under law. However, interest shall not be payable on late charges incurred by Permittee nor on any amounts on which late charges are paid by Permittee to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Permittee.

4.6 Costs of Collection

In addition to any interest or late charges, if Permittee does not pay Permit Fees in immediately available funds or by good check, then Permittee will pay to City immediately upon demand as additional charges the amount of any fees, charges, or other costs incurred by City, including, but not limited to, dishonored check fees and any costs of collection.

4.7 Late Charge

Permittee acknowledges that its late payment to City of any monthly report, 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 when 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.

5. TERM OF PERMIT; REVOCABILITY

The privilege given to Permittee under this Permit is temporary only and will commence on [commencement date], and will expire at 10:00 p.m. on [expiration date], unless sooner terminated. Without limiting any of its rights under this Permit, City may at its sole option freely revoke this Permit at any time before the expiration date, without cause and without any obligation to refund any part of the Permit Fees or pay any consideration to Permittee.

6. INSURANCE

(a) Permittee will procure and keep in effect at all times during the term of this Permit, at Permittee's expense 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, Broad Form Property Damage, Products Liability and Completed Operations;

(ii) Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable

(iii) Workers' Compensation Insurance with Employer's Liability Coverage with limits of not less than One Million Dollars (\$1,000,000) each accident as evidenced by an endorsement showing a waiver of subrogation, as applicable; and

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

(b) All liability policies must provide for the following: (i) name as additional insureds the City and County of San Francisco, its officers, agents, and employees, as evidenced by an endorsement; and (ii) specify that the policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Permit and that insurance applies separately to each insured against whom claim is made or suit is brought. The policies must also provide for severability of interests and that an act or omission of one of the named insureds that would void or

otherwise reduce coverage will not reduce or void the coverage as to any insured, and will afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Sudden and accidental pollution coverage in the liability policies required by this Permit will be limited to losses resulting from Permittee's activities (and Permittee's Agents and Invitees) under this Permit (excluding non-negligent aggravation of existing conditions with respect to Hazardous Materials).

(c) All insurance policies Permittee is required to maintain must be endorsed to provide for thirty (30) days' prior written notice of cancellation for any reason, non-renewal, or reduction in coverage to both Permittee and City. Notice to City will be mailed to the address(es) for City set forth in Section 38 below.

(d) Before the commencement date of this Permit, Permittee will deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required, together with complete copies of the policies at City's request. If Permittee fails to procure the required insurance, or to deliver the policies or certificates, then City may procure the required insurance for the account of Permittee, and Permittee will pay the cost of those policies will to City within five (5) days after delivery an invoice.

(e) If any of the required insurance is provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in the general annual aggregate limit, then the general aggregate limit must be double the occurrence or claims limits specified above.

(f) If any of the required insurance is provided under a claims made form, then Permittee will maintain that coverage continuously throughout the term of this Permit and, without lapse, for a period of three (3) years beyond the Permit expiration, to the effect that, if any occurrences during the Permit term give rise to claims made after expiration of the Permit, then those claims will be covered by the claims-made policies.

(g) On City's request, Permittee and City will periodically review the limits and types of insurance carried under this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Permittee for risks comparable to those associated with the Permit Area, then City in its sole discretion may require Permittee to increase the amounts or coverage carried by Permittee to conform to the general commercial practice.

(h) Permittee's compliance with the provisions of this Section will in no way relieve or decrease Permittee's indemnification obligations under this Permit or any of Permittee's other obligations under this Permit. Notwithstanding anything to the contrary in this Permit, this Permit will terminate immediately, without notice to Permittee, on the lapse of any required insurance coverage. Permittee will be responsible, at its expense, for separately insuring Permittee's personal property.

7. SECURITY FOR PERFORMANCE

Permittee has deposited with City the sum of \$**x,xxx** (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 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. 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.

8. 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, any other disability access laws, and any state and local laws regarding payment of minimum wage and the prevailing rate of wages and benefits), 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.

Permittee must possess a permit from City's Department of Public Health – Environmental Health Section Permits, and shall maintain such Permit throughout the term of this Permit. Permittee will include a copy of all permits and a written approval showing that the vehicle to be used in the execution of this Permit have complied with current (i) California Uniform Retail Food Facilities Laws to operate outdoors, and (ii) San Francisco Department of Public Health Mobile Food Vending Permit conditions.

9. COVENANT TO MAINTAIN PERMIT AREA

In connection with its use hereunder, Permittee shall at all times, at its sole cost, maintain the Permit Area in a good, clean, safe, secure, sanitary, and slightly condition, so far as the Permit Area may be affected by Permittee's activities hereunder. Permittee agrees to remove all waste, trash, rubbish, papers, cartons and refuse from said Permit Area and within a radius of 100 feet of the areas that Permittee operates.

If Permittee fails after notice from the Department to maintain and keep the Permit Area clean and orderly, the Department may at the expense of Permittee cure the deficiency at any time. If such problem occurs a second time, the Department reserves the right to revoke this Permit, and retain all deposits and Permit Fees paid in advance.

10. 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.

11. SURRENDER

On the expiration of this Permit or within 24 hours 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.

12. 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.

(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 which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

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.

13. 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 to its previous condition.

14. SIGNS

Permittee will not place, erect, or maintain any sign, advertisement, banner, or similar object on or about the Permit Area, except for any temporary sign that is necessary for Permittee's use so long as Permittee first obtains City's written consent, which City may give or withhold in its sole discretion.

15. UTILITIES AND SERVICES

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 (“SFPUC”) unless SFPUC determines that the service is not feasible.

16. 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.

17. 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.

18. 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.

19. “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

20. 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.

21. CESSATION OF USE

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

22. 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.

23. 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.

24. NON-DISCRIMINATION

24.1 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.

24.2 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 24.1 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.

24.3 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.

24.4 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.

24.5 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.

25. 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.

26. NOTIFICATION OF LIMITATIONS ON CONTRIBUTIONS

Through its execution of this Permit, Permittee acknowledges that it is familiar with 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 elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by that individual, or (3) a committee controlled by that individual 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 six 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 individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Permittee further acknowledges that 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 twenty percent (20%) in Permittee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Permittee. Additionally, Permittee acknowledges that Permittee must inform each of the persons described in the preceding sentence of the

prohibitions contained in section 1.126. Permittee further agrees to provide to City the names of each person, entity, or committee described above.

27. 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.

28. 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 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>.

29. PROHIBITION OF TOBACCO SALES AND ADVERTISING

Permittee acknowledges and agrees that no sale or 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.

30. 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.

31. 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.

32. 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.

33. FOOD SERVICE AND PACKAGING WASTE REDUCTION

Permittee will comply fully with and be bound by all of the provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided in that chapter, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this Permit by reference and made a part of this Permit as though fully set forth. This provision is a material term of this Permit. Permittee acknowledges that Chapter 16 includes monetary penalties for violations of One Hundred Dollars (\$100.00) for the first breach, Two Hundred Dollars (\$200.00) for the second breach in the same year, and Five Hundred Dollars (\$500.00) for subsequent breaches in the same year. Any assessment of those penalties will not limit City's rights under this Permit or otherwise for a breach of this Section, and are in addition to City's rights and remedies under this Permit and at law or in equity.

34. FIRST SOURCE HIRING FIRST SOURCE HIRING AGREEMENT

Permittee and City are parties to the First Source Agreement under San Francisco Administrative Code, Chapter 83 (the "**First Source Agreement**") which Permittee must follow the instructions under "I need to comply with First Source. Where do I start?" at the Office of Workforce Development (OEWD) website at link: <https://oewd.org/first-source>. Any default by Permittee under the First Source Agreement will be a default under this Permit.

35. MINIMUM WAGE

Permittee will ensure that all workers in connection with the management and operation of the food facility (either directly or through a contractor or subcontractor) who perform services within the geographic boundaries of the City and County of San Francisco are paid at least the San Francisco Minimum Wage. For more details, please go to the Office of Labor Standards Enforcement website at <http://sfgsa.org/index.aspx?page=411>.

36. 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.

37. 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.

38. 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: San Francisco Recreation and Park Department
City and County of San Francisco
501 Stanyan Street
San Francisco, California 94117
Attn: Property Management
Re: [permittee]

Permittee: [permittee contact person]
[Permittee's official business name] (DBA [Permittee DBA name])
[Street Address],
[City, State, Zip]
[contact's phone number]
[contact's email address]

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.

39. 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.

40. 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. Signatures may be delivered by facsimile transmission or by e-mail in a portable document format (pdf).

41. 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.

42. 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 Department 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. (h) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party will be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of City will be based on the fees regularly charged by private attorneys in San Francisco with comparable experience. (i) If Permittee consists of more than one person then the obligations of each person will be joint and several. (j) Permittee may not record this Permit or any memorandum hereof. (k) 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. (l) If City sells or otherwise conveys the property where the Permit Area is located, then this Permit will automatically be revoked. (m) 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:

[Permittee's official business name] (DBA [Permittee DBA name])

By: _____

Print Name: [signatory's full name]

Its: [signatory's title]

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Director of Property Management, Permits and
Reservations
San Francisco Recreation and Park Department
(pursuant to San Francisco Administrative
Code section 23.31)

EXHIBIT A:

Permit Area

Permit area [description and map]

EXHIBIT B:

San Francisco Charter Link - Section 4.113 Recreation and Park Commission

[http://library.amlegal.com/nxt/gateway.dll/California/charter_sf/articleivexecutivebranch-boardscommissio?f=templates\\$fn=altmain-nf.htm\\$q=\[field%20folio-destination-name:%274.135%27\]\\$x=Advanced#JD_4.113](http://library.amlegal.com/nxt/gateway.dll/California/charter_sf/articleivexecutivebranch-boardscommissio?f=templates$fn=altmain-nf.htm$q=[field%20folio-destination-name:%274.135%27]$x=Advanced#JD_4.113)

San Francisco Park Code Link

[http://library.amlegal.com/nxt/gateway.dll/California/park/parkcode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$anc=JD_Park](http://library.amlegal.com/nxt/gateway.dll/California/park/parkcode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$anc=JD_Park)

EXHIBIT C:

Menu & Pricing

EXHIBIT D:

Reporting Template

Monthly Sales Report Format

(Microsoft Excel file type)

Note: file template available on request