CAFÉ LEASE
Request For Proposals
For the Lease of a Café at the Southeast Community Center at 1550 Evans Avenue, San Francisco, CA.
PRESENTED BY

CITY AND COUNTY OF SAN FRANCISCO
London Breed, Mayor

SAN FRANCISCO PUBLIC UTILITIES COMMISSION
Sophie Maxwell, President
Anson Moran, Vice-President
Tim Paulson, Commissioner
Ed Harrington, Commissioner
Newsha Ajami, Commissioner
Michael Carlin, Acting General Manager
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OPPORTUNITY

The San Francisco Public Utilities Commission (the “SFPUC”) seeks qualified operators to lease, market and operate the café at the new Southeast Community Center at 1550 Evans Avenue in San Francisco, California. The new building is currently under construction.

The SFPUC envisions the new cafe to be casual, affordable, family-friendly and serving food appealing to the local community.

Given the number of building occupants, nearby workers and visitors, there will likely be a large market for beverages, quick meals and take out.

The SFPUC desires to select an experienced café operator who has successfully owned and operated a similar cafe.

LOCATION

Ground floor, 1550 Evans Avenue, San Francisco, California.

CAFÉ PREMISES

The café premises will consist of approximately:

i. 213 square feet of secured behind the counter space;

ii. approximately 109 square feet of racked secured storage space with an ice machine; and

iii. non-exclusive use of common areas which include seating areas both on the ground floor (approximately 635 square feet) and 2nd floor (approximately 531 square feet), restrooms and outdoor plaza seating (approximately 670 square feet) all as shown on the attached Lease Exhibit A (the “Premises”).

The Premises will have no on-site cooking facilities other than espresso machines, microwaves, soup warmers, panini presses and other plug-in equipment on the Equipment List shown on Exhibit C-2 to the Lease.

The Premises will be delivered fully built with (i) the improvements shown on Lease Exhibit C-1; (ii) the equipment shown on Lease Exhibit C-2; and (iii) the common area tables and chairs shown on Lease Exhibit C-3 each provided by the City.

LEASE COMMENCEMENT:

Delivery of the Premises is expected in January 2022, subject to construction delays.

FINANCIAL REQUIREMENTS

The selected respondent will be required to pay base rent of $700 per month and provide a security deposit of $5,000.
MINIMUM QUALIFICATIONS

1. Experience:
The tenant must have documented experience successfully operating a cafe for a minimum of five (5) years full-time during the last seven (7) years. Newly formed entities, such as a joint venture or partnership, are acceptable so long as the principals who own an aggregate of 51% or more of the entity meet the minimum experience and the financial capacity requirements.

2. Financial capacity:
The tenant must have the financial resources to undertake this cafe opportunity, including the demonstrated ability to hire qualified staff to operate the café, market the cafe and fund continuing operations from the cash flow generated by the café operations.

3. Insurance and Permits:
The tenant must have the ability to obtain all insurance policies and all necessary permits and licenses required by City.

MAXIMUM INITIAL LEASE TERM

Not to exceed five (5) years.

REQUIRED USE

Café operation and as-needed catering services to other building occupants for meetings and special events.

SELECTION PROCESS

The RFP responses will be evaluated by a selection committee and scored according to the selection criteria described in this RFP. The selection committee will make a recommendation to the SECC Commission and then make a recommendation to the Acting General Manager for an independent review and action to enter into exclusive negotiations with the recommended respondent. The SFPUC may request additional information from respondents during this process.

PRE-SUBMITTAL MEETING

July 20, 2021, at 2 p.m.

In Person Meeting Option: The meeting will take place in the Alex Pitcher, Jr. Community Room, Commission Room at 1800 Oakdale Avenue in San Francisco. Please RSVP to Bri’Yana Butler at bbutler@sfwater.org as seating is limited.

Virtual Meeting Option: Attendees have the option of attending the meeting virtually via Blue Jeans: www.bluejeans.com.

Participants may join the meeting from their computers or phones by accessing the following link: www.bluejeans.com/767343169?src=htmlEmail

Phone Dial-in:
+1.408.317.9253 (US (Primary))
+1.650.963.5767 (United States (San Mateo))
+1.408.915.6290 (United States (San Jose))

Meeting ID: 767 343 169

PROPOSAL DUE DATE

Proposals are due on November 1, 2021 at 5:00 p.m.
All proposals must be submitted via email to RES@sfwater.org.

CONTACT

Email: RES@sfwater.org with copies to cdunn@sfwater.org and erogerspharr@sfwater.org.
RFP DOCUMENT START
INTRODUCTION — THE OPPORTUNITY

1. INTRODUCTION
The City and County of San Francisco ("City") acting by and through San Francisco Public Utilities Commission ("SFPUCC") is soliciting this Request for Proposals ("RFP") from qualified respondents to operate a new community cafe at 1550 Evans Avenue, San Francisco. The cafe will be located in new Building 1 at 1550 Evans Avenue, which is currently under construction.

2. NEW SOUTHEAST COMMUNITY CENTER
The San Francisco Southeast Community Center is currently located at 1800 Oakdale Avenue in San Francisco. A new Southeast Community Center ("SECC") is being built at 1550 Evans Avenue (the "Project") in the southeastern area of San Francisco at the intersection of Third Street and Evans Avenue and will be situated on an approximate three-acre parcel.

The SECC is a hub for the local community to gather, learn, play and grow; it serves as a connection between the community and the SFPUCC. The Southeast Community Center enriches its community by promoting the health, wellbeing, cultural, political, educational, and financial empowerment of Bayview/Hunter’s Point residents (its "Mission Statement").

Phase 1 of the Project is currently underway with expected completion scheduled for the beginning of 2022, subject to construction delays. Phase 1 consists of the construction of two buildings. Building 1 is an approximately 40,000 square foot, three-story building. A non-cooking café will be located on the ground floor near Building 1’s main entrance. The second floor will offer meeting rooms and other community spaces. The third floor will offer space to multiple community service providers. Building 2 of Phase 1 replaces the Alex Pitcher, Jr. Community Room currently located at 1800 Oakdale Avenue and will offer a large venue with an auxiliary kitchen for community events. The café lease will not provide the tenant with access to the Community Room auxiliary kitchen. An attractive landscaped and interactive plaza is also being built as part of Phase 1 and a portion of it will be available for outdoor cafe seating.

Another portion of the Project site has been identified for the future Phase 2 construction of educational facilities. Phase 2 of the Project will likely consist of a second approximately 40,000 square foot, three-story building. A schedule for construction of Phase 2 has not been determined.

The cafe (the "Café") will be delivered fully built by the SFPUCC pursuant to the plans attached to the RFP Lease as Lease Exhibits A-1 and with the furniture, fixtures equipment, and shelving attached to the RFP Lease as Lease Exhibits A-2.

1550 Evans Avenue is served by the T Municipal Railway line and the number 19, 41, and 99 Municipal Bus lines.

3. THE OPPORTUNITY
The RFP process aims to identify the most qualified prospective cafe operator based on technical ability, financial capacity, and proven experience, with emphasis on serving healthy, affordable foods to the community and to building occupants. In addition, the café operator may provide catering for events and meetings at the SECC.

RFP submittals should include brief preliminary concepts for the café and, if appropriate, its ability to cater events at the SECC. Submittals should provide insight into respondents’ general approach to café operations, proven ability to navigate the restaurant permitting process, ability to work within a diverse community that includes surrounding residential and commercial areas, demonstrated management skills, and financial capacity to successfully operate the Café and perform its obligations under the Lease. As described in Sections 7 and 8 of this RFP, an evaluation panel will likely be comprised of City staff with relevant expertise, as well as SECC Commission and community representatives.
4. RESPONDENT’S ROLE

Potential respondents are cautioned that in addition to the (i) Campaign Reform Ordinance outlined in RFP Section 9.H, and (ii) the Prohibition of Political Contributions provided in Lease Section 28.16, contact with any City employee or SECC or SFPUC Commissioner during the RFP process other than as provided in this RFP could result in disqualification under the SFPUC’s Competitive Selection Process Communications Policy. SFPUC Resolution 21-0022 is attached as Exhibit C.

Once selected through the RFP, the respondent will enter into a lease with the City and County of San Francisco, through the SFPUC ("Lease") on the City’s lease form attached to this RFP as Exhibit B and incorporating the terms of the successful respondent’s RFP proposal. Key lease terms will include performance benchmarks to ensure the respondent’s commitment to operate a thriving café responsive to the community’s needs beginning on the date of respondent selection and continuing during the lease term. Respondents are encouraged to carefully review the additional details on the SFPUC’s required lease terms, as stated below and in the Lease attached as Lease Exhibit B.

5. KEY TERMS

A. Menu
The SFPUC is soliciting respondents who will operate and maintain the café at the highest standards, making a significant improvement to the quality and ambience of the City’s property. Respondents are required to submit a menu with pricing with their proposals. The SFPUC will favorably view menus that incorporate healthy, sustainably grown foods and beverages as well as those that include inventive meal options.

B. Base Rent
A Base Rent of $700 per month shall be required during the initial year of the term. Base Rent shall increase annually by three percent (3%).

C. Utilities
Standard water, heat, ventilation, electricity and refuse removal are included in the Base Rent.

D. Term
Five (5) years.

E. Security Deposit
Prior to Lease Commencement, the tenant must pay a $5,000 Security Deposit. The Security Deposit will not earn interest.

F. Other Important Requirements
The following is a partial list and abridged explanation of some of the Lease requirements. Full provisions are contained in the Lease (Exhibit B). The tenant must comply with all City requirements that are applicable to the Premises. The tenant must indicate in its proposal that the tenant and the tenant’s counsel have read the complete lease and agree to those terms and conditions.

Signage: All signage is subject to the SFPUC’s written approval given in its sole discretion.

Aesthetics: The tenant must maintain the Café in a clean, orderly and attractive manner. Good service includes a good sensory experience. The “look and feel” of the cafe will reflect on the overall quality and care of the business and the building.

Storage: The tenant must maintain the storage areas in a clean, safe and orderly fashion.

Payment Systems: The tenant must accept payment options of cash, debit cards and credit cards. The lease specifies procedures for the handling of receipts for each of these options, and procedures for reporting and potential auditing.

Security and Maintenance of Premises, Café equipment, and Exhaust Hood: The tenant, at its sole cost, will be responsible for cleaning, maintaining, repairing, replacing, operating and securing the Premises and all Café equipment, including the equipment provided by the City.
**Maintenance and Cleaning of Common Area Furnishings:** The tenant, at its sole cost, will be responsible for cleaning, maintaining, repairing, and replacing, the tables, chairs, sofas, curtains, and other furnishings located in the common areas. In addition, the Tenant will perform certain daily trash removal, inspection and cleaning duties in the Premises and the common areas as specified in Exhibit D to the Lease.

**Outdoor Seating Set up and Take down:** The tenant will be responsible for the daily set up and take down of the outdoor furniture in the outdoor common area.

**Staff:** The tenant must employ a sufficient number of well-trained staff to ensure proper operation of the Café.

**Regulatory Agency Approvals:** The tenant is responsible for obtaining and maintaining all required permits to operate the café.

**Prohibition on Sale of Bottled Water:** The tenant must comply with all applicable provisions of San Francisco Environment Code, Chapter 24 including restricting the sale or distribution of drinking water in plastic bottles of twenty-one (21) fluid ounces or less on City property.

**Alcoholic Beverage:** The sale and advertising of alcoholic beverages is NOT permitted.

**Tobacco and Lottery Products:** The sale and advertising of tobacco products and lottery products are NOT permitted.

**Refuse & Grease Trap:** The lease will require the tenant to pick-up and dispose of all waste, trash, rubbish, papers, and cartons and refuse from their lease area(s) and within a radius of 150-feet of the Café area. In addition, the tenant will be responsible for cleaning the grease trap pursuant to the manufacturer’s recommended maintenance schedule.

**Personal Property:** The tenant will be responsible for insuring and replacing the equipment shown on Lease Exhibit A-2.

**Insurance:** The tenant will be responsible for obtaining and maintaining all of the insurance policies required in the lease and providing Certificates of Insurance to the SFPUC through Exigis, the SFPUC’s online insurance compliance system.

**Parking:** The Project includes metered parking. However, there is no parking included in the lease for the café operator, employees or patrons.

**G. Hours**
The lease requires the SFPUC’s minimum hours and days of Café operation of Monday through Friday, 7:00 am to 2:00 pm. Proposals should specify any additional days and hours of operations.

**H. Subordination**
The tenant may not use the lease as collateral for any business loan and City’s fee ownership and rental income stream will not be subordinated.

**I. Environmental Sustainability**
The tenant will be required to comply with the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, [https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_environment/0-0-0-1428#JD_1601](https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_environment/0-0-0-1428#JD_1601). In addition, the tenant must comply with San Francisco Environment Code Chapter 24 (“Chapter 24”) and may not sell, provide, or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), on City property unless tenant obtains a waiver from City’s Department of the Environment.

**J. Approved Vendor of the City and CMD Certification**
After respondent is selected but before the time the Lease is executed, the tenant must be certified by the City’s Contract Monitoring Division (“CMD”) to be in compliance with Chapter 12B of the San Francisco Administrative Code, including certification of compliance with the City’s Nondiscrimination in Benefits (“Domestic Partners Benefits”) Ordinance. In order to obtain such certification, the lease will require the tenant to submit to CMD a “Chapter 12B: Nondiscrimination in Contracts and Benefits” form (Form HRC-12B-101).

Additional information can be found at: [www.businessportal.sfgov.org/grow/city-contracts/vendor](http://www.businessportal.sfgov.org/grow/city-contracts/vendor).
K. City Contracting Requirements
The tenant will be required to comply with all applicable City contracting requirements, including, without limitation, requirements for tenants of City property as included in the lease form, the City’s Non-Discrimination in Benefits Ordinance, Minimum Compensation Ordinance, Health Care Accountability Ordinance, First Source Hiring Program, and Conflict of Interest Ordinance.

Information on certain applicable City contracting requirements can be found at: www.sfgsa.org/index.aspx?page=5199.

6. RFP SCHEDULE AND SELECTION PROCESS SCHEDULE

A. Summary of Schedule

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
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<tbody>
<tr>
<td>July 1, 2021</td>
<td>RFP Issued</td>
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<tr>
<td>July 20, 2021 at 2:00 p.m.</td>
<td>Pre-submittal Meeting</td>
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<td>The in-person meeting will take place in</td>
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<td>the Alex Pitcher, Jr. Community Room,</td>
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<td>Commission Room at 1800 Oakdale Avenue</td>
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<td></td>
<td>in San Francisco. Please RSVP to Bri’Yana</td>
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<td>Butler at <a href="mailto:bbutler@sfwater.org">bbutler@sfwater.org</a> as seating</td>
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<td>is limited. See page 6 for virtual meeting</td>
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<tr>
<td>November 1, 2021 at 5:00 p.m.</td>
<td>Proposal Deadline</td>
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<td>All proposals must be submitted via email</td>
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<td>to <a href="mailto:RES@sfwater.org">RES@sfwater.org</a>.</td>
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<tr>
<td>November, 2021</td>
<td>Selection Committee Proposal Review</td>
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<td>Estimated December, 2021</td>
<td>Selection Committee interview and taste</td>
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<td>testing of top three respondents</td>
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<td>To commence after</td>
<td>Final Lease Preparation</td>
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<tr>
<td>selection is made</td>
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<tr>
<td>Estimated December, 2021 – January, 2022</td>
<td>Lease and CEQA Approvals</td>
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<tr>
<td>Estimated February 1, 2022</td>
<td>Lease Commencement</td>
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B. Pre-Submittal Conference and Questions
SFPUC staff will address questions and provide information then available at the pre-submittal conference. Questions may be answered orally at the conference. SFPUC staff will also provide written responses to substantive and procedural questions raised at the pre-submittal conference, which may clarify oral responses previously given. Only written responses will be deemed final. Any requests for information or clarification of this RFP other than those raised at the pre-submittal meetings must be submitted in writing by email to RES@sfwater.org before Friday, July 23 at 5:00 p.m. Except for inquiries at the pre-submittal conference, no oral inquiries will be answered.

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

C. Submittal Contents
Proposals submitted in response to this RFP must meet the specifications set forth herein. Any major deviation from these specifications will be cause for rejection of the proposal at the City’s discretion.

D. Deadline and Submittal Address
**Submittal Deadline:** Proposals are due on November 1, 2021 at 5:00 p.m.

**Email Address for Submittals:** In order to reduce the amount of paper and other resources used in generating RFP proposals, the SFPUC will only accept proposals submitted electronically.

Email: RES@sfwater.org with copies to cdunn@sfwater.org and erogerspharr@sfwater.org.

Late proposals and proposals sent by U.S. Mail or facsimile will not be accepted.
7. RFP SUBMITTAL REQUIREMENTS

A. Cover Letter
A cover letter should be provided describing the respondent, the name and address of the entity submitting the proposal, the date the entity was established, and the name, address, and telephone number of the person who will serve as the entity’s principal contact person with the City and be authorized to make representations on behalf of the entity. The letter must be signed by the person having proper authority to make the proposal on behalf of the entity.

B. Proposal
In general, each respondent must individually or collectively, in the case of an entity or joint venture, submit the following:

1. Relevant Business Experience: In no more than two (2) pages, provide thorough descriptions of current or prior food truck, catering, café, restaurant or other relevant business experience that demonstrates the respondent’s experience managing cafés or eateries of a similar size and scope. Please state the ownership composition of any other café or eateries owned or managed by the respondent and gross revenues, Department of Public Health’s Food Safety Program Cafe Score, locations, dates owned or managed, ownership interest, as applicable.

2. Business and Marketing Plan: In no more than five (5) pages, the respondent should propose a high-level concept for developing the café’s and if appropriate, catering concepts. At a minimum, this section of the RFP response should include:
   a. respondent’s plan for how the café will appeal to building occupants and community residents and businesses.
   b. respondent’s proposed operations plan, including hours of operation, staffing, sourcing of products and services, how the cafe food will be displayed, sold and stored, and projected revenues and expenses.
   c. respondent’s payment system plan for payment options of cash, debit cards and credit cards and the handling of receipts for each of these options.
   d. respondent’s plan for maximizing sales, revenue and customer satisfaction.
   e. respondent’s description where food will be prepared within the Premises (there is no onsite cooking).
   f. respondent’s plan for how and when prepared food will be delivered to the Premises.
   g. if appropriate, respondent’s ability to cater on-site meetings and events (including evenings and weekends).
   h. respondent’s plan for utilizing the plaza as part of the café operations.
   i. respondent’s marketing plan, including proposed advertising and promotion.

3. Food Offerings: In no more than three (3) pages, RFP responses should demonstrate a commitment to providing delicious food from local sources, creativity, an understanding of the physical context, and the ability to work productively with the local community. Proposed menu attachments do not count against the 3-page maximum.

   At a minimum, this section of the RFP response should include in detail:
   a. Proposed menu(s) and pricing
   b. Affordability
   c. Food offerings that represent community resident interests
   d. Healthy foods
   e. Sustainable foods and packaging

4. Community offerings and involvement: In no more than one (1) page, the respondent should describe in detail how the respondent’s business will help meet the goals and objectives of the SFPUC and the Mission Statement.
5. Financial Capacity: In no more than two (2) pages, the respondent should describe in detail:

a. Proposer Profile: Responses should identify the respondent’s lead representative, key personnel, including their contact information and brief descriptions of their respective roles and relevant experience. Provide resumes for the lead representative and if a joint venture, the key personnel (resumes do not count toward two-page maximum). Identify the legal entity that would enter into the lease and list the entity’s partners, members, and equity holders. This should be the same entity for which financial capacity information is provided. Please do not submit more than three profiles.

b. Financial Capacity: Responses should include information to demonstrate that the respondent has the financial capacity to operate the cafe. Although construction of the improvements and equipment are being provided by the City, respondent will need to demonstrate the ability to fund permits, pre-opening costs, rent and insurance through submittal of a statement of Gross Sales from existing, Net Worth if new entity, and or evidence from an established financial source of the respondent’s. Responses should include a five-year financial pro forma with projected sales, revenue to the SFPUC, expenses and net income, and a demonstrated ability to fund continuing operations.

c. The City also reserves the right to request that RFP respondents participate in financial evaluation interviews, to which they may be required to bring additional evidence of financial capacity.

d. An affirmative statement confirming that the legal entity has read the draft RFP Lease and agrees to the terms as written.

e. An affirmative statement confirming that the cafe entity, its lead respondent or any of its key personnel or any affiliated entities have not been involved in any eviction of their business(es). If it has, please explain.

f. An affirmative statement confirming that the cafe entity, its lead respondent or any of its key personnel or any affiliated entities are not involved in any litigation that could have a material adverse effect on the cafe entity’s financial condition. If it is, please explain.

g. An affirmative statement confirming that the cafe entity its lead respondent or any of its key personnel or any affiliated entities have not filed for bankruptcy during the past five years. If it has, please explain.

6. Innovative Ideas: In no more than two (2) pages, the respondent should describe in detail any innovated ideas unique to their business plan which would further the SECC’s mission of:

a. Being a hub for the local community to gather, learn, play and grow.

b. Serving as a connection between the community and the SFPUC.

c. Enriching the community by promoting the health, wellbeing, cultural, political, educational, and financial empowerment of Bayview/Hunter’s Point residents.

EXHIBIT A provides the format for the RFP submittal.

Responses may include diagrams and precedent images only if required to communicate ideas that cannot be articulated in writing, and graphics will be counted toward a desired RFP twelve-page limit. Furthermore, evaluation panelists will be instructed not to interpret the inclusion of detailed graphics as an indication of a respondent’s capability or commitment.

Scoring for the proposal is contained in Section 8 of this RFP.
8. EVALUATION OF PROPOSALS AND AWARD

A. Selection Process Generally
All proposals will be evaluated by the SFPUC in accordance with the criteria and procedures identified in this RFP. Without limiting any of its rights described below, the SFPUC reserves the right at its discretion to (i) make a selection based directly on the proposals submitted (ii) to negotiate further with one or more of the respondents and (iii) terminate the solicitation at any time. The respondent selected under this RFP will be chosen on the basis of its apparent ability to best meet the overall objectives of the SFPUC, as ultimately determined by the SECC Commission recommendation, the San Francisco Public Utilities Commission staff and its General Manager.

Notwithstanding anything to the contrary contained in this request for proposals, respondents acknowledge and agree that no city officer or employee has authority to commit city to any agreement unless and until the acting general manager has executed a lease in compliance with all laws which may require authorizing legislation being duly enacted by the city’s public utilities commission approving a lease agreement and authorizing the transactions contemplated by this request for proposals. Therefore, any obligations or liabilities of city under this request for proposals are contingent upon the acting general manager executing a lease in compliance with all laws. Approval of any transaction contemplated by this request for proposals by any department, commission or agency of city shall not be deemed to imply that such lease shall be executed nor will any such approval(s) create any binding city obligations.

The SFPUC may request additional information from respondents during this process.

Each proposal will be initially reviewed by the SFPUC 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.

A selection panel shall assist staff with this review and shall score the proposals according to the point system and criteria listed in this RFP. 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 SFPUC reserves the right to request clarification or additional information from a respondent.

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

1. Evaluation Criteria: A selection committee will use the following criteria in evaluating the responses to the RFP:

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>POINTS</th>
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<tbody>
<tr>
<td>1 Relevant Experience and Qualifications:</td>
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<tr>
<td>• Experience in managing and operating projects of comparable size, visibility and location</td>
<td>20</td>
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<tr>
<td>• Experience and qualifications of respondent and key personnel related to consistent quality management, maintenance, and operation of other business enterprises</td>
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<td>• Demonstrated experience, history, or relationships in providing food and services</td>
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<tr>
<td>2 Business &amp; Marketing Plan:</td>
<td>30</td>
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<tr>
<td>• Thoroughness of respondent’s Business Plan</td>
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<tr>
<td>• Thoroughness of respondent’s Marketing and Advertising Plan</td>
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<tr>
<td>• Assumptions used and the projection of Revenues and Expenses</td>
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<td>• Hours of operation in addition to the minimum hours, if any</td>
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<td>• The consistency of the proposed project with the goals and objectives of the SFPUC, as outlined in the RFP</td>
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<td>• Appropriateness of the cafe, including the proposed menus and pricing, for the SECC and the local community</td>
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<td>• Café’s ability to enhance the experience of plaza users</td>
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<td>• The overall display of foods, signage, and aesthetic appeal of project</td>
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<td>• Job creation for economically disadvantaged persons</td>
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<tr>
<td>• If appropriate to respondent’s proposal, the ability to cater meetings and events (including evenings and weekends)</td>
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EVALUATION OF PROPOSALS AND AWARD

3 Food Offerings:
- Quality and innovation of respondent’s daily offerings menu; particularly, its varied use of healthy and sustainably sourced foods as outlined in the RFP.
- If appropriate to respondent’s proposal, the quality and innovation of respondent’s catering menu; particularly, its use of healthy and sustainably sourced foods.
- Appropriateness of the cafe, including the proposed menu, for the local community.
- Affordability.
- If appropriate to respondent’s proposal, the ability to cater meetings and events (including evenings and weekends).
- Commitment to provide a sample food offering to the Selection Committee, if respondent is one of the top 3 scored respondents.

4 Community Offerings and Involvement:
- Respondent’s proposals to meet the SECC and SFPUC Mission Statement’s goals and objectives, including activation of the Project plaza.

5 Financial Capability and Proposed Financial Terms:
- Respondent’s financial ability to manage, market and operate the cafe.
- The reasonableness of respondent’s underlying assumptions.
- The respondent’s overall financial track record.
- System for handling payments including receipts, payment (cash, debit and credit) handling procedures, and reporting.
- An affirmative statement that the respondent has reviewed and agrees to the attached Lease terms.

6 Innovative Ideas:
- New ideas, programs, and/or offerings of the respondent for operating the Café not specified elsewhere in the RFP which promote the successful operation of the café.
- New ideas, programs, and/or offerings of the respondent for operating the Café not specified elsewhere in the RFP which promote the SECC’s mission.
- New ideas, programs, and/or offerings of the respondent for operating the Café not specified elsewhere in the RFP which promote the SFPUC’s mission.

C. Selection Committee

Following the SFPUC’s receipt of submittals, the SFPUC will implement the following evaluation process of the timely, complete and responsive submittals from qualified respondents.

A selection committee consisting of up to five representatives, potentially comprised of SECC staff, City staff, and an experienced café or restaurant operator/consultant will evaluate the submittals of each respondent based on the minimum qualifications and selection criteria outlined in Section 8 (RFP Requirements). Those submittals meeting the minimum qualifications will be scored and ranked by the selection committee.

Selected respondents may be interviewed by the selection committee.

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

D. Lease Execution

The City will prepare a lease for the tenant execution consistent with the Lease attached as Exhibit B and incorporating the terms of the successful respondent’s RFP proposal.

In the event the SFPUC determines that Lease execution is not proceeding expeditiously, the SFPUC may provide written notice to the selected respondent and thirty days after such notice, the SFPUC may terminate discussions and may commence negotiations with another respondent or begin another selection process.

Total Points 145
9. 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 SFPUC, in writing, if the respondent discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the SFPUC promptly after discovery. Modifications and clarifications to the RFP will be made by addenda as provided below.

B. Inquiries Regarding RFP
Inquiries regarding the RFP and all oral notifications of intent to request written modification or clarification of the RFP must be directed via email to: RES@sfwater.org with copies to cdunn@sfwater.org and to erogerspharr@sfwater.org.

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

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

E. Revision of Proposal
A respondent may revise its proposal on its 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 SFPUC may require a proposer to provide oral or written clarification of its proposal. The SFPUC reserves the right to make an award without further clarifications of proposals received.

F. Errors and Omissions in Proposal
Failure by the SFPUC to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the respondent from full compliance with the specifications of the RFP or any lease awarded pursuant to the RFP.

G. 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.
H. Respondent’s Obligations under the Campaign Reform Ordinance

Respondents must comply with Section 1.126 of the SF. Campaign and Governmental Conduct Code, which provides that a “City Contractor” is a party that contracts with, or seeks to contract with, the City for the sale or leasing of any land or building to or from the City whenever such 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. Through its submission of a proposal, respondent acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits a City Contractor or its affiliate from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for that contract or twelve (12) months after the date that contract is approved. 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 $100,000 or more. Respondents are informed that (i) the prohibition on contributions applies to respondent, each member of respondent’s board of directors, respondent’s chief executive officer, chief financial officer and chief operating officer, any person with an ownership interest of more than ten percent (10%) in respondent, any subcontractor listed in the contract, and any committee that is sponsored or controlled by respondent, and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department seeking to enter into the contract must notify the Ethics Commission of the parties and any subcontractor to the contract. Additionally, by submitting a proposal respondent certifies it has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract to the City, and has provided the names of the persons required to be informed to the City department seeking to enter into that contract within thirty (30) days of submitting its contract proposal to the City department receiving that submittal, and acknowledges the City department receiving that submittal was required to notify the Ethics Commission of those persons.

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

I. Sunshine Ordinance

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

J. 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 SF. 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 proposer’s meetings and records, and (2) a summary of all complaints concerning the proposer’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the respondent shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer’s Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.
K. Reservations of Rights by the City
The SFPUC’s issuance of this RFP is not a promise or agreement that the City, through the SFPUC, will actually enter into any lease. The City, through the SFPUC, expressly reserves the right at any time to:

1. Waive any technical defect or informality in any submittal or submittal procedure that does not affect or alter the submittal’s substantive provisions;
2. Reject any or all submittals;
3. Suspend any and all aspects of the process indicated in this RFP;
4. Amend this RFP;
5. Terminate this RFP and issue a new request for interest, qualifications or proposals;
6. Request some or all respondents to revise submittals;
7. Select a tenant by any other means;
8. Offer new leasing opportunities in the area at any time;
9. Extend deadlines for accepting submittals, or accept amendments to submittals after expiration of deadlines; or
10. Procure any equipment, materials or services specified in this RFP by any other means;
11. Decide not to pursue this offering.

In awarding the opportunity and finalizing any lease, modifying, refining, or otherwise clarifying the permitted uses to reflect the selected proposal, including such changes in the RFP and/or the lease as may be desired provided that such changes do not change the overall substance of the proposal.

The SFPUC’s failure to object to an error, omission, or deviation in any submittal will in no way modify this RFP or excuse respondents from full compliance with the requirements of this RFP.

The SFPUC may modify, clarify, and change this RFP by issuing one or more written addenda. Addenda will be posted on the SFPUC’s website, and notice of the posting will be sent by electronic mail to each party receiving an RFP. Each respondent assumes the risk of submitting its submittal on time and obtaining all addenda and information issued by the SFPUC.

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

Exhibit A:
Form RFP Submittal (see attached)

Exhibit B:
Standard SFPUC Lease (see attached)

Exhibit C:
SFPUC Resolution 21-0022 (see attached)