



**Request for Proposals
Lease of Lobby Café Space
525 Golden Gate Avenue, San Francisco
Amendment #1**

The following documents were revised on January 27, 2023 and re-uploaded to the SFPUC website. Significant revisions are indicated with ~~strikethrough~~ for deletions and red underline for insertions.

- **Request for Proposal**
- **Exhibit C: Lease**

Revision #1 – Inserted February 6, 2023 Pre-Submittal Tour

Request for Proposals Section I. C. Tentative RFP Schedule

Advertisement of RFP	January 9, 2023
Pre-Submittal Tour and Informational Meeting	January 25, 2023
Deadline for Proposers to Submit Questions	February 3, 2023
<u>Pre-Submittal Tour</u>	<u>February 6, 2023</u>
Deadline for Proposers to Submit Proposals	February 10, 2023
Posting of Proposer Ranking	February 22, 2023
Public Utilities Commission Authorization to Execute Lease	April 2023
Estimated Lease Commencement Date (Date of Tenant’s Possession).....	April – May 2023

Request for Proposals Section I. D. Pre-Submittal Tour and Information Meeting

The SFPUC will conduct a tour of the Café and the Prep and Storage Area starting at 10:00 am on Wednesday, January 25, 2023 and 10:00 am on Monday, February 6, 2023.

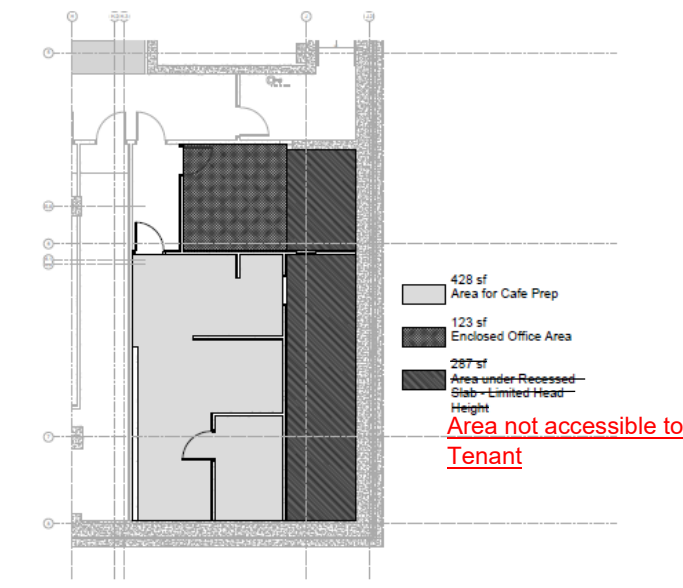
Revision #2 – Deleted 287 square feet of storage area from the Prep and Storage Area

1) Request for Proposals Section II. B. Premises

B. Premises

The commercial space to be leased (“**Premises**”) consists of the Lobby Café which contains approximately 353 square feet of dedicated but not demised area, plus approximately 713 square feet for common area seating, on the ground floor. The Prep and Storage Area contains approximately 428 square feet for food preparation and storage space and 123 square feet of office space, ~~and 287 square feet of storage area.~~

2) Request for Proposals Exhibit A: Floor Plans



3) Exhibit C: Lease - Section I. Basic Lease Information Premises (Page 2)

Premises

- (ii) 428 square feet for food preparation and storage space and 123 square feet of office space, ~~and 287 square feet of storage area~~ on the lower level (“**Storage**”).

4) Exhibit C: Lease - Section I. Basic Lease Information Total Rentable Area of Premises

Total Rentable Area of Premises Approximately ~~1,191~~ 904 gross square feet

Revision #3 – Revised Minimum Hours

Request for Proposals Section II. F Permitted Use

F. Permitted Use.

The Lease is intended for lawful café uses. Without limiting the generality of the foregoing, Tenant will operate the Premises in strict conformity with the Lease requirements, including those stated in Exhibit C. Hours of operation would generally be as follows, though special arrangements may be made for early/late closure with reasonable prior written notice by either party:

Monday - Friday: 7:00 am to 3:00 pm

Exhibit C: Lease – Section 5.2 (Page 10)

“**Minimum Days and Hours**” means Monday through Friday, excluding legal holidays, from 7:00 a.m. to 3:00 p.m. daily.

Revision #4 – Revised Café Equipment definition and Inserted Café Equipment list

Exhibit C: Lease - Section 1. Basic Lease Information (Page 3)

Permitted Use (Section 5.1):

Café serving food and non-alcoholic beverages, with no on-site cooking facilities other than plug-in equipment such as espresso machines, microwave ovens, soup warmers, panini presses, and other plug-in electrical plug-in equipment pre-approved by City prior to installation. (~~Café Equipment~~)

Exhibit C: Lease - Section 6.4 (Page 14)

6.4 Title to Improvements

Except for Tenant’s Personal Property (defined in Section 6.5 [Tenant’s Personal Property] below), or as may be specifically provided to the contrary in the approved Plans, all appurtenances, fixtures, improvements, furnishings, equipment, additions, and other property attached or affixed to or installed in the Premises at the Term Commencement Date or during the Term, including the equipment located on the Premises as of the Effective Date as specified in Exhibit C (“Café Equipment”), Leasehold Improvements, and any Alterations, will be and remain City’s property. Tenant may not remove any City property at any time during or after the Term unless City so requests as further provided in Section 23 [Surrender of Premises] below.

Exhibit C: Lease – Exhibit C Equipment Schedule (Page C-1)

EXHIBIT C

EQUIPMENT SCHEDULE

Fixtures and Equipment			
Item	Qty	Location	Description
Café Lobby Equipment			
1	1	CAFÉ	Stainless Steel Beverage Counter Base
2	3	CAFÉ	Corian Counter Top
3	3	CAFÉ	Stainless Steel Waste Chute
4	2	CAFÉ	Stainless Steel Waste Chute Cabinet
5	1	CAFÉ	Stainless Steel Utility Sink
6	1	CAFÉ	Stainless Steel Hand Sink Lobby
7	2	CAFÉ	Stainless Steel Splash Guard
8	2	CAFÉ	Stainless Steel Warming Drawer
9	1	CAFÉ	Polyethylene Cutting Board
10	4	CAFÉ	Stainless Steel Storage Cabinet
11	1	CAFÉ	Two-Tier Wire Shelving
12	4	CAFÉ	Stainless Steel Base Dry Cabinet
13	1	CAFÉ	Stainless Steel Work Top Cooler
14	1	CAFÉ	Stainless Steel Utility Sink Lobby
15	2	CAFÉ	Hot Water Dispenser / Drain Pan
16	2	CAFÉ	Corian Counter Top & Die Wall
17	1	CAFÉ	Display Die Wall
18	1	CAFÉ	Stainless Steel Work Table, open base
19	1	CAFÉ	Stainless Steel Self-Serve Refrigerator Display Case
20	1	CAFÉ	Glass Sneeze Shield
21	1	CAFÉ	Low Swing Gate
22	1	CAFÉ	Stainless Steel Below Counter Refrigerator
Café Prep Equipment			
23	2	PREP	Stainless Steel Work Table
24	5	PREP	Stainless Steel Wall Shelf
25	1	PREP	Stainless Steel Wall Lining
26	1	PREP	Mop Sink
27	1	PREP	Water Filter
28	1	PREP	Ice Machine W/ Bin Water Cooler
29	2	PREP	Reach-In Cooler – French Doors
30	1	PREP	Reach-In Cooler – Single Door
31	1	PREP	Reach-In Freezer
32	1	PREP	Stainless Steel Hand Sink
33	2	PREP	Stainless Steel Splash Guard
34	1	PREP	Towel Dispenser Prep Room
35	3	PREP	Four-Tier Wire Shelving
36	1	PREP	Stainless Steel Work Table W/ Prep Sink
37	1 Ea.	PREP	Trash/Compost/Recycling Cans
38	1	PREP	Stainless Steel Wall Shelf
39	1	PREP	Stainless Steel Rack Shelf

40	1	PREP	Stainless Steel Tubular Shelf
41	1	PREP	Undercounter Dishwasher Low Temp
42	1	PREP	Stainless Steel Pot Wash Sink
43	1	PREP	Grease Trap
44	2	PREP	Wire Shelving Four-Tier Epoxy
45	7	PREP	Wire Shelving Four-Tier

Revision #5 – Revised Landlord Inspections and Maintenance Requirements

Exhibit C: Lease – Section 6.4 (Page 14)

6.4 Title to Improvements

Except for Tenant’s Personal Property (defined in Section 6.5 [Tenant’s Personal Property] below), or as may be specifically provided to the contrary in the approved Plans, all appurtenances, fixtures, improvements, furnishings, equipment, additions, and other property attached or affixed to or installed in the Premises at the Term Commencement Date or during the Term, including the equipment located on the Premises as of the Effective Date as specified in **Exhibit C (“Café Equipment”)**, Leasehold Improvements, and any Alterations, will be and remain City’s property. Tenant may not remove any City property at any time during or after the Term unless City so requests as further provided in Section 23 [Surrender of Premises] below. Landlord shall conduct monthly inspections of the Premises, the Café Equipment, and City’s fire extinguisher(s) and lighting.

Exhibit C: Lease – Section 7.3 (Page 16)

7.3 Tenant's Special Maintenance Obligations

(a) Grease Trap Maintenance. Tenant shall perform daily and weekly maintenance of the existing Thermaco Big Dipper grease trap located in the Cafe Support Rm L 143 ("**Grease Trap**") in accordance with ~~Landlord~~ City's specifications as described in **Exhibit J (“Grease Trap Maintenance Specifications”)**. Tenant's failure to perform daily and weekly maintenance of the Grease Trap will result in serious Building plumbing issues. Tenant shall promptly reimburse ~~Landlord~~ City for the cost of any corrective measures associated with Tenant's failure to maintain the Grease Trap in accordance with the Grease Trap Maintenance Specifications.

~~Landlord~~ City shall perform quarterly maintenance of the grease trap and shall provide Tenant with advance notice of such quarterly maintenance.

(c) Café Appliance Maintenance. Tenant shall maintain the following Café Equipment in good, clean condition and repair: the stainless steel work top cooler, the stainless steel self-serve refrigerator display case, the stainless steel below counter refrigerator, the water filter, the ice machine with bin water cooler, the reach-in cooler, and the reach-in freezer (together, the “Café Appliances”). Tenant’s maintenance obligations shall include maintaining the proper temperatures, filters and condenser coils of the Café Appliances. City shall conduct quarterly inspections of such Café Appliances and provide email notice of any outstanding maintenance and repair issues which Tenant must promptly correct.

TENANT’S RESPONSIBILITIES

Area of Service	Type and Frequency of Service
<p><u>Café Appliance Maintenance.</u></p>	<ul style="list-style-type: none"> ▪ <u>Under Section 7.3 of the Lease, Tenant shall maintain the following Café Equipment in good, clean condition and repair: the stainless steel work top cooler, the stainless steel self-serve refrigerator display case, the stainless steel below counter refrigerator, the water filter, the ice machine with bin water cooler, the reach-in cooler, and the reach-in freezer (together, the “Café Appliances.” Tenant’s maintenance obligations shall include maintaining the proper temperatures, filters and condenser coils of the Café Appliances. City shall conduct quarterly inspections of such Café Appliances and provide email notice of any outstanding maintenance and repair issues which Tenant must promptly correct.</u>

Revision #6 – Revised Insurance Requirements

18.1 Tenant’s Insurance

(iii) ~~Intentionally omitted.~~

(iii) Business 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 owned and non-owned and hired vehicles, as applicable, if Tenant uses or causes to be used automobiles in connection with its use of the Premises.

(iv) Property Insurance ~~coverage~~, with business interruption coverage, on an all-risk form, or an equivalent form acceptable to City, for one hundred percent (100%) of the full replacement value of the Personal Property and any permitted Alterations. The proceeds from any such policy shall be used by Tenant for the replacement of Tenant's Personal Property. Such Property Insurance policy shall be endorsed with a waiver of subrogation in favor of the City.

(v) Such other insurance as is generally required by commercial owners of buildings similar in size, character, age, and location as the Building, as may change from time to time.

Revision #7 – Revised language regarding ventilation and exhaust systems

Request for Proposals Exhibit C: Lease - Exhibit H (Page H-1)

(a) Minimize Disruption. Tenant, at its sole cost and expense, will conduct its operations in the Premises so as to minimize unreasonable annoyance or disruption of other tenants and occupants of the Property. Tenant will not use any advertising media or other media that is reasonably objectionable to Landlord, or that can be heard outside the Premises, such as loudspeakers, audio systems, video systems, radio broadcasts, or artificial noise makers or sources. Tenant specifically agrees in furtherance of its covenants under this Section that it will, at its own cost and expense: (i) ~~furnish, install, and maintain ventilation, exhaust, and drainage systems satisfactory to Landlord and provide such other exhaust, cleaning or similar systems necessary to prevent any smoke, fumes, vapors, offensive odors, or other offensive substances from emanating from the Premises as more fully set forth below;~~ (ii) fireproof all window treatments in the Premises, including, without limitation, draperies and curtains, and submit to Landlord, upon Landlord's request, current certificates evidencing that fireproofing; and (iii) operate in the Premises in a clean and sanitary manner so as to prevent infestation by vermin, and, in addition, whenever there is evidence of any infestation, employ contractors designated or approved by Landlord to eliminate the infestation.

(c) Odor Control. If at any time during the Lease term, City, in its sole discretion, determines that objectionable odors are being emitted from the Premises into other Building areas, City will notify Tenant to correct the odor emission promptly to City's satisfaction. ~~If, in the reasonable opinion of Landlord, objectionable odors are escaping from the Premises into the Property, Landlord has the right to require Tenant to install an additional ventilation system and/or filter or modify an existing ventilation system and/or filter in the Premises. Tenant will coordinate the installation and operation of any ventilation system and/or filter with Landlord to assure that such ventilation system and/or filter is compatible with the Building's existing systems and equipment (if any).~~

Revision #8 – Landlord will install grease traps instead of Tenant

Exhibit C: Lease - Exhibit H (Page H-1)

(b) Grease Traps. ~~Tenant~~ City will install grease traps/interceptors located within the Premises as required by Legal Requirements for all food preparation areas having pot sinks or any grease-producing appliances that discharge into the waste system. Tenant will be responsible for the proper care, cleaning, and maintenance of the grease traps located within the Premises and any required piping in accordance with all Legal Requirements. Tenant will follow all recommendations of Tenant's grease trap maintenance provider regarding the maintenance of the grease traps, including any recommended chemical treatments and any recommended intervals for the emptying and/or hydrojetting of the grease traps and connecting pipes. ~~Landlord~~ City will have the right to oversee any work performed by any grease trap maintenance provider.

Tenant, as Additional Charges, will be liable for the cost of any maintenance to or repairs of any of the Property pumps and pipes to the extent necessitated by Tenant's failure to comply with the terms and conditions of this provision or as a result of any grease, garbage, or other abnormal disposal through the Property's drain system by Tenant. If any obnoxious odor escapes from the Premises as a result of Tenant's failure to clean and/or maintain the grease traps within the Premises as required by this Section, ~~Landlord~~ City may, in ~~Landlord's~~ City's reasonable discretion, require Tenant, at Tenant's sole cost and expense, to perform all actions as ~~Landlord~~ City, in City's ~~Landlord's~~ reasonable discretion, deems necessary in order to eliminate such odor.