

REQUEST FOR PROPOSALS
To Lease and Operate a Café or Recreational Concession
At The Mission Creek Park Pavilion



CITY AND COUNTY OF SAN FRANCISCO

DANIEL LURIE, MAYOR

SAN FRANCISCO RECREATION and PARK COMMISSION

Commissioner KAT ANDERSON, *President*
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Commissioner VANITA LOUIE
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Commissioner CAREY WINTROUB
Commissioner BREANNA ZWART

NOTICE

In order to directly receive any possible amendments to or additional information regarding this RFP you must e-mail Neal.Patel@sfgov.org to register as a potential applicant. Please include all contact information: name, email, address and phone number.

All proposals must be received by Property Management of the Recreation and Park Department no later than 4 p.m. on Monday, May 12, 2025.

Late proposals will not be accepted.

Issued: February 26, 2025

Mission Creek Park History

The San Francisco Recreation and Park Department (“Department”) manages a unique collection of park spaces in the city’s Mission Bay neighborhood. Mission Creek Park is bordered by Berry Street to the north and west, and Channel Street to the south, ending to the east at 3rd Street. The Mission Creek Park Pavilion (“Pavilion”) is located at 290 Channel Street.

The Pavilion is a modern facility featuring floor-to-ceiling windows with great views of Mission Creek and the Esplanade. With adjacent patios on both the north and west sides of the building, the Pavilion is a picturesque setting for recreation along Mission Creek Channel.

The interior of the Pavilion is just over 1,000 SF and the patios provide an additional 3,500 SF of seating space. There is a storage space (shared with the Department), public restrooms and a trash enclosure area. The Department currently issues reservation permits for the space for gatherings, celebrations, and meetings.



Figure 1: The Premises



Figure 2: Mission Creek Park with Pavilion circled in yellow

Summary of the RFP

Mission Creek Park Pavilion Concession

Opportunity	Lease of concession at Mission Creek Park Pavilion for food service or other recreational purpose in San Francisco's newest park lands at Mission Bay.
Location/Premises	Mission Creek is at 290 Channel Street and is bordered by Mission Creek Channel and 4 th Street.
Financial Requirements	<p>Respondents should propose a revenue sharing arrangement where rent is a percent of gross revenues ("Percentage Rent"). In addition, respondents should include a minimum annual guarantee ("MAG") to be paid on a monthly basis and increased annually by CPI. Rent will be the higher of the Percentage Rent or the MAG each month.</p> <p>The Lessee will be responsible for repairs and improvements of the premises (see Section II.D. below) and is required to maintain insurance coverage in the minimum amounts as described in Section 19 of <u>Appendix A</u>.</p>
Suggested Lease Term	The Recreation and Park Department ("Department") is open to lease terms of not less than three years but not exceeding 9 years.
Selection Process	<p>Responses will be evaluated by a selection committee and ranked on how well they meet the project objectives and selection criteria described in this RFP. The Department may request additional information from respondents during the evaluation process.</p> <p>The lease must be approved by the Recreation and Park Commission. In addition, if the term exceeds 10 years or the total rent exceeds \$1,000,000 the San Francisco Board of Supervisors must approve the lease.</p>
Pre-submittal Site Visit and Meetings	<p>The Department will host a pre-submittal meeting and site visit on Tuesday, March 18, 2025, at 10:00am at the Mission Creek Pavilion. Please RSVP by contacting Neal Patel at Neal.Patel@sfgov.org.</p> <p>The Department will host a second site visit on Wednesday, March 19, 2025, at 2pm. Please RSVP by contacting Neal Patel at Neal.Patel@sfgov.org.</p> <p>Individuals are encouraged to attend either site visit. Please contact Neal Patel if you would like to arrange for an additional public site visit by emailing Neal.Patel@sfgov.org.</p>
Proposal Due Date	<p>No later than 4:00pm on Monday, May 12, 2025</p> <p>Responses must be submitted to the below contact and should include two hard copies (one of which can be easily duplicated) and a flash drive.</p>
Contact	<p>Neal Patel Recreation and Park Department 501 Stanyan Street San Francisco, CA 94117 415-831-2791 Neal.Patel@sfgov.org</p>

Request for Proposals for Mission Creek Park Pavilion Concession

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A – Sample Lease

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I. INTRODUCTION

The Recreation and Park Department (“Department”) thanks you for your interest in this Request for Proposals (“RFP”) to manage a café or recreational concession at Mission Creek Park Pavilion (“Pavilion”). The Department would like the Pavilion to be a destination for exceptional services – food or recreational – and enhances the Mission Bay community and visitor experience. Because Mission Creek Park is a park under the San Francisco Charter, any lessee activities must serve a recreational purpose, such as providing food and beverage services or providing recreational amenities and activities.

The successful respondent or respondents (“Lessee”) will be responsible for all aspects of the day-to-day operations and maintenance of the café or recreational concessions. The Department will be responsible for maintenance of the Park including lighting and landscaping, event programming and management, and Park safety and security.

We are seeking responses from individuals or entities (partners whose collective experience totaling the required minimum will be accepted) with at least:

- 3 years of management experience for the proposed concession.
- Sufficient financial ability to execute the proposal.

The lease (“Lease”) will be negotiated with the City and County of San Francisco (“City”) using the City’s standard lease. The standard lease is attached as **Appendix A** to this RFP. The Lease terms contain a more detailed description of applicable terms and

conditions. Respondents to this RFP should carefully review all the standard lease terms before preparing their proposals.



II. THE OPPORTUNITY AND GENERAL INFORMATION

A. The Facility and Surrounding Environment

The Premises

Mission Creek Park is a 12.5-acre public park (will total 17.75 acres upon completion) with the Pavilion centrally located on the south bank of the Mission Creek Channel. The redevelopment of Mission Bay was initiated almost three decades ago, with the vision now becoming clear for the residents and visitors of San Francisco.

The Pavilion is a modern facility featuring floor-to-ceiling windows with great views of Mission Creek and the Esplanade. With adjacent patios on both the north and west sides of the building, the Pavilion is a picturesque setting for recreation along Mission Creek Channel.

The interior of the Pavilion is just over 1,000 SF and the patios provide an additional 3,500 SF of seating space. There is also storage space that will be shared with the Department. There are public restrooms (maintained by the Department) on the Premises and a trash enclosure area. The concession area

has connections available for power and water if the Lessee desires to build out a food preparation area.

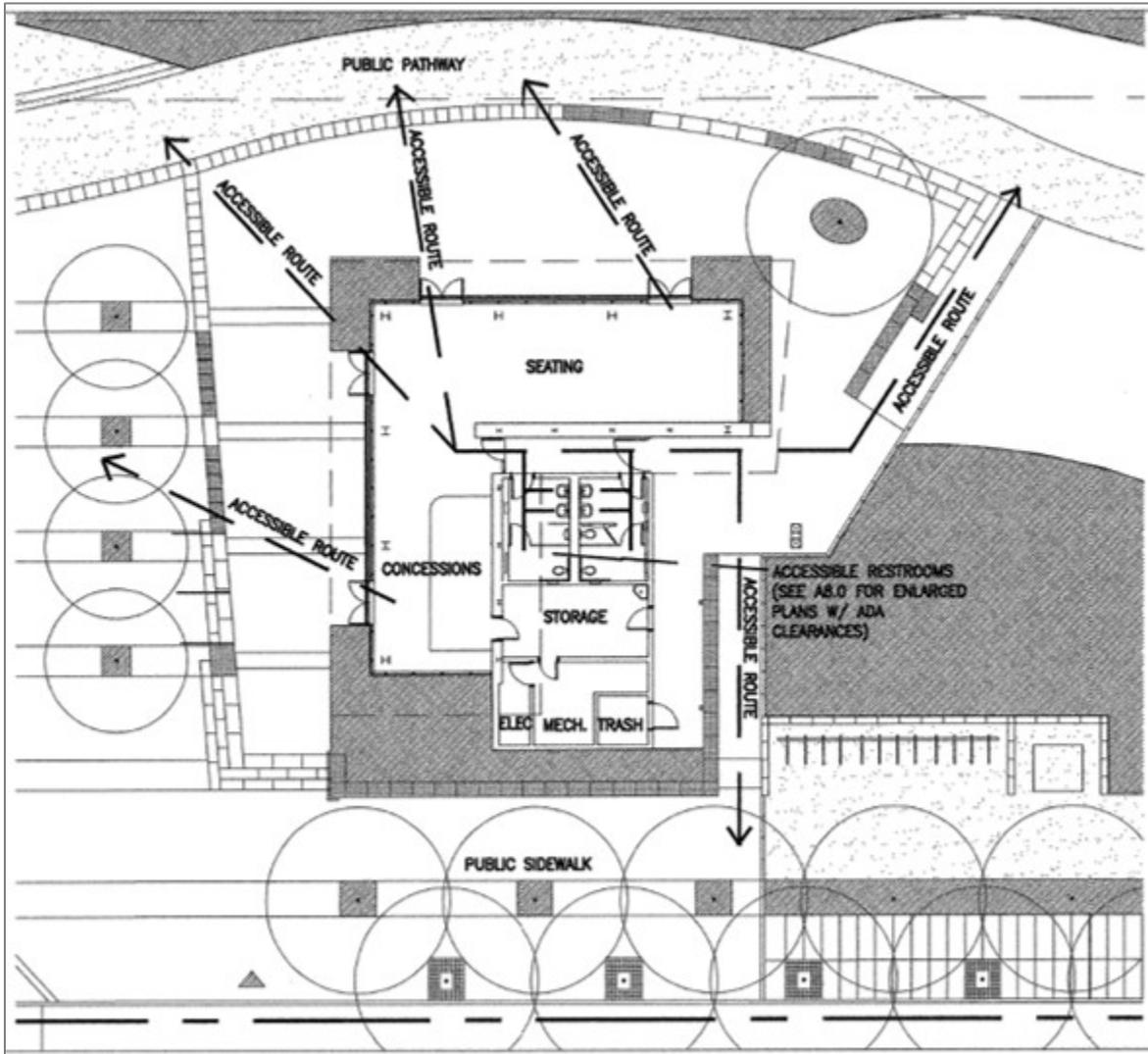


Figure 3: Pavilion Site Plan



Figure 4: Pavilion Interior



Figure 5: Pavilion Interior

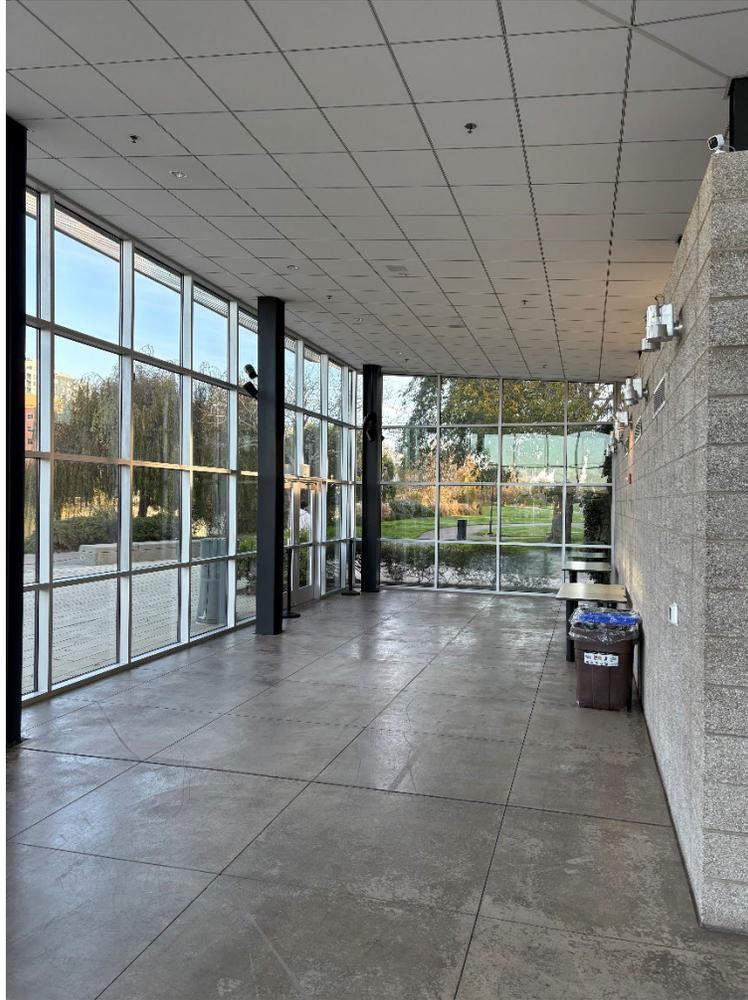


Figure 6: Pavilion Interior

B. Use of Other Areas of Mission Creek Park

The Premises only include the Pavilion and surrounding patio areas as described above and do not include other areas of Mission Creek Park.

C. Goals of the RFP

1. Offer signature food or recreational concession that invites public use and enjoyment of Mission Creek Park.
2. Provide amenities that support the Mission Bay neighborhood and community.
3. Operate and maintain the premises to the highest standards appropriate to the Department's park system.

D. Summary of Roles and Responsibilities

Lessee – The Lessee will have the following roles and responsibilities:

- **Services** – Provide amenities and services that support the use of the park and recreational activities. Examples of services include food and beverage, fitness, and entertainment.
- **Hours of operation** – Proposals should indicate hours of operation during Park hours. The Park is currently open from 6 a.m. to 10 p.m.
- **Customer service** – Customer feedback channels must be maintained and rating services, such as BBB, Google, and Yelp, must be monitored and issues responded to in a positive and timely manner.
- **Tenant improvements** – Lessee must specify the anticipated scope of work, time to complete, and cost of repairs and tenant improvements included in the proposal and be prepared to complete necessary and approved repairs and tenant improvements within 180 days from lease execution. The Department may grant the Lessee rent credits for some of these improvements.
- **Repairs and maintenance** – Lessee is required to maintain the premises and building systems, as well as the furniture, fixtures, and equipment necessary for operations.

Department – The Department will have the following roles and responsibilities:

- **Maintenance** – City shall repair and maintain the exterior structural walls as to the load bearing integrity of the buildings and the roof of the buildings.
- **Communications** – Ensure timely communications about routine Park maintenance, events, and other activities that might affect Lessee's operations.
- **Customer service** – Work with Lessee to ensure that visitors to Mission Creek Park have an exceptional experience.
- **Inspections** – Conduct periodic site inspections.

E. Liquor, Food Service and Business Licenses

Respondents should investigate and will be solely responsible for obtaining and/or maintaining liquor license(s) from the California Department of Alcoholic Beverage Control and any other required licenses, including but not limited to those from the City's Department of Public Health and Treasurer/Tax Collector.

The Pavilion is on government property and may be eligible for a reduced-fee Type 47 license. Please see Business and Professions Code Section 23824.



III. PROPOSED RENT AND KEY LEASE TERMS

The Department anticipates entering into a Lease upon successful completion of negotiations with the selected Respondent. This section briefly describes key lease terms required by the Department. Respondents will be required to indicate acceptance of these key lease terms, and to submit a proposal that is consistent with these terms. The actual terms of the Lease will be negotiated with Department staff and are subject to final approval by the San Francisco Recreation and Park Commission (the “Commission”) and, if required, the San Francisco Board of Supervisors.

A. Form of Agreement

The form of this Lease will be the City’s standard lease. Please see **Appendix A** for the City’s standard form lease.

B. Percentage Rent

Respondent shall propose a shared revenue plan for a percentage of gross revenue received from the café and other concessions with the percentage for each revenue stream generated must be detailed. The Department will consider an adjustable percentage rent that increases as revenues increase and a

different percentage for different revenue streams. Rent due will be the higher of this percentage rent or the minimum annual guarantee described below.

C. Minimum Annual Guarantee

The respondent shall propose a minimum annual guarantee (MAG) lease payment, to be increased annually by CPI and to be paid on a schedule, as determined in the lease negotiations.

D. Capital Improvements

The Department will consider proposals where Lessee would provide improvements to the Premises. Respondent shall specify the anticipated scope of work, time to complete, and cost of repairs and tenant improvements included in the proposal and be prepared to complete necessary and approved repairs and tenant improvements within 180 days of lease execution. The Department will entertain a long-term lease, including rent credits, to assist a Lessee in financing and amortizing capital improvements.

E. Term

Respondent may propose a base lease term not less than three years and up to 9 years. The lease may include options to extend but may not exceed the 9 year limit. A lease of more than 5 years should preferably include significant capital investment to the property. The Department will entertain proposals for any enhancements that will result in increased customer experience, revenue and quality of concessions. Respondents must demonstrate financial capability to undertake any proposed enhancements above and beyond funds necessary to start and continue the normal day-to-day operations.

F. Books and Records

Lessee must demonstrate experience in implementing and following effective and safe cash handling procedures. Lessee will be expected to maintain accurate and complete records, reports and audits and properly store this information. Lessee will be expected to complete all daily, monthly and annual revenue and utilization reports in a format pre-approved by the City.

G. Maintenance/Repairs

The Lessee will be required to maintain and repair the Premises and building systems, as well as the furniture, fixtures, and equipment necessary for operations. The Department will perform maintenance of the Park areas.

H. Utilities

Lessee will pay for utilities and trash removal. The Lessee is also responsible for installing and maintaining security systems, internet, and phone. The Lessee must purchase, install, and maintain fire alarm systems that meet City standards, including integration for secondary security monitoring by the City's Department of Technology and Information Services.

I. Parking

There will be no parking included in the Lease for café or concession employees or patrons.

J. As-Is Condition of the Premises

The Premises will be leased to the Lessee on a strictly “As-Is” basis, without representation or warranty by the City. The Premises are known to receive direct sunlight and heat up during summer months – the Lessee is encouraged to install blinds or curtains.

K. Subordination

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

L. Security/Deposit/Performance Bond

The selected Lessee, upon signing the Lease, will be required to provide a security deposit in the amount of \$50,000. This may be in the form of a Time Certificate of Deposit or an Irrevocable Letter of Credit. All employees of Lessee shall be bonded.

M. Assignment and Subletting

Lessee shall not directly or indirectly (including, without limitation, by merger, acquisition, sale or other transfer of any controlling interest in Lessee), voluntarily or by operation of Law, sell, assign, encumber, pledge or otherwise transfer any part of its interest in or rights with respect to the Premises, the business, any Improvements or its leasehold estate hereunder (collectively, “Assignment”), or permit any portion of the Premises or any Improvements to be occupied by anyone other than itself, or sublet any portion of the Premises or any permitted Improvements thereon (collectively, “Sublease”) without prior written approval from the Department. Any Assignment or Sublease shall be voidable at the option of the City in its sole and absolute discretion; and the General Manager shall have the right to immediately terminate the Lease by sending written notice to Lessee. The City will participate in the net proceeds the tenant receives from the sale, transfer or refinancing of the Concession.



IV. RFP SCHEDULE AND SELECTION PROCESS

A. Submission of Proposals

All proposals must be delivered no later than 4:00pm Monday, May 12, 2025, to the Department addressed to: Neal Patel, Recreation and Park Department, 501 Stanyan Street, San Francisco, CA 94117. Responses should include two hard copies (one of which can be easily duplicated) and one searchable, non-password-protected USB drive.

B. Evaluation by Selection Committee

After the deadline for submission of proposals, a selection committee appointed by the City ("Committee") will review all conforming proposals. The criteria for evaluating the proposals are described in Section VI of this RFP. Each proposal will be initially reviewed by City staff for completeness, responsiveness to minimum qualifications, and adequacy of documentation. Proposals with significant deficiencies in these areas may receive no further consideration. Respondents that fail to meet the minimum qualifications will be deemed non-responsive and their proposals will not be scored or ranked. All proposals meeting minimum qualifications will be forwarded by City staff to the Committee to determine which proposals best meet the selection criteria. In arriving at its

determination, the Committee will evaluate the contents of each proposal and may conduct oral interviews with the respondents. Dates and times of any such interviews will be coordinated by Department staff.

C. Approval by the Commission and Board of Supervisors

The recommendations of the Committee and the negotiated Lease will be presented to the Commission by Department staff for its approval or disapproval or such other further direction as the Commission may give in its sole and absolute discretion. In addition, if the term exceeds 10 years or the rent exceeds \$1,000,000 the negotiated Lease will be required to be presented to the San Francisco Board of Supervisors for its approval, which may be given or withheld in its sole and absolute discretion.

D. Proposed Timeline

The City expects to proceed with the RFP selection process on the following schedule:

Anticipated Timeline	
Publish RFP on Department website	Wednesday, February 26, 2025
Pre-Submittal Meeting and Pavilion Site Visit #1	10am, Tuesday, March 18, 2025
Pavilion Site Visit #2	2pm, Wednesday, March 19, 2025
Deadline to submit questions by 3:00pm	4pm, Thursday, April 24, 2025
Responses to RFP due by 4:00pm	4pm, Monday, May 12, 2025
Department to post submittal summaries online	10am, Wednesday, May 14, 2025
Community feedback on submittal summaries due	4pm, Wednesday, May 28, 2025
RFP selection complete and Lease Negotiation	May/June 2025
Approval of Lease by Recreation and Park Commission Operations Committee	June/July 2025
Approval of Lease by Full Recreation and Park Commission	June/July 2025
Approval of Lease by Board of Supervisors if Needed	TBD

E. Pre-Submittal Meeting and Questions

Although attendance is not required, a pre-submittal meeting and two site visits will be open to all prospective respondents. The meeting is an opportunity for respondents to learn about the RFP process and the site visits will be an opportunity to tour the Premises. The meeting and first site visit will be at the Mission Creek Pavilion (290 Channel St) at 10am on Tuesday, March 18, 2025. The second site visit will be at 2pm on Wednesday, March 19, 2025. Please contact Neal Patel at Neal.Patel@sfgov.org to RSVP. Prospective bidders do

not need to attend both site visits and may request additional site visits by contacting Neal.Patel@sfgov.org. All site visits will be made open to the public.

Department staff will address questions and provide any new information then available at the pre-submittal meeting. Questions may be answered verbally at the conference. Department staff will also provide written responses to substantive and procedural questions raised at the pre-submittal conference, which may clarify verbal 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 meeting must be submitted in writing by email to Neal Patel at Neal.Patel@sfgov.org before 4pm on Thursday, April 24, 2025. Except for inquiries at the pre-submittal conference, no verbal inquiries will be answered.

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

F. Limitation of Communications During Solicitation

From the date this RFP is issued until the date the competitive process of this RFP is completed (either by cancelation or final Award), Respondents and their subcontractors, vendors, representatives and/or other parties under Respondent's control, shall communicate solely with Neal Patel at Neal.Patel@sfgov.org (the "RFP Administrator"). Any attempt to communicate with any party other than the RFP Administrator including any City official, members of the Commission, representative or employee is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of Department, result in the disqualification of the Respondent or potential Respondent from the competitive process. This protocol does not apply to communications with the City regarding business not related to this RFP.

G. Public Input on Submitted Proposals

The Department will also post proposal summaries on the Department website (sfrecpark.org/MissionCreekPavilionRFP) and give the public the opportunity to provide feedback on the summaries. The Selection Committee may factor public input during the evaluation process.



V. SUBMITTAL REQUIREMENTS – THE PROPOSAL

The proposal must demonstrate the vision, qualifications, competence, and ability to lease the Department's property and serve the public. The selection committee will evaluate proposals according to the RFP's submittal requirements. **Proposals must include all information requested and must follow the numbering scheme provided and include headings.** See **Appendix C** for the required response outline.

Respondents must submit two (2) printed copies (in a format that allows them to be photocopied) of their proposal and one searchable, non-password-protected USB drive with the proposal as a pdf with any relevant spreadsheets.

Proposals are subject to the City's Sunshine Ordinance; once a lease agreement is executed, proposals and other communications from interested parties are available to the public upon request. Respondents must clearly mark financial materials that they believe to be proprietary and protected from disclosure. To the extent permitted by law, the Department will attempt to maintain the confidentiality of financial materials marked proprietary.

In order to be eligible for evaluation, respondents must satisfy the Minimum Qualification Requirements (MQRs) stated below. If a respondent is proposing

lease terms to be satisfied and/or operations to be performed by more than one entity, all proposed entities must meet the MQRs.

Submittal Requirements**1) Title Page**

Provide the RFP title; the respondent's name; the name, address, telephone number, and email of respondent's main point of contact; and the date of the submittal.

2) Table of Contents

Include clear identification of the submittal material by numbered sections that follow the RFP outline.

3) Executive Summary

The respondent must submit an executive summary of up to five (5) pages that highlights those aspects of the proposal that make it responsive to the Department's objectives. Include the vision for the concession(s), the proposed general management philosophy, and customer service strategy. The executive summary must, at a minimum, describe the proposed services, the backgrounds and pertinent experience of each of the parties comprising the management team, and the respective responsibilities of the sales and/or service team.

4) Respondent's Identification and Business Structure

Describe the individual(s), companies, or other entities that make up the "respondent" to this RFP, including the size, business structure, and range of activities. Particular emphasis should be given to how the respondent's collective experience will be brought to bear to achieve the Department's objectives.

Describe the legal structure of the entity submitting the proposal (i.e., sole proprietor, limited liability company (LLC), partnership, corporation, etc.). If a partnership, LLC or corporation, indicate the ownership, rights, and roles of each member of the LLC, partner of the partnership or shareholder of the corporation. Single proposers, consisting of consortiums, joint ventures, or other partnership ventures must clearly establish that lease negotiation responsibilities will rest solely with one individual within the respondent's firm or legal entity. List the principals of submitting entities, identify the designated contact person, and provide the contact's address, phone number, and email.

State whether your organization is national, regional, or local; provide the legal address of the respondent's headquarters.

5) Minimum Qualification Requirements (MQR)

Please describe briefly how your proposal meets each of the following requirements (later responses will need to support this summary):

- 3 years of management experience for the proposed concession.
- Sufficient financial ability to execute the proposal.
- The proposal serves a recreational purpose such as offering food and beverage or concessions that provide recreational amenities.

Respondents must demonstrate that they meet both the experience and financial ability thresholds for this proposal by providing formal documentation and signed letters of reference as exhibits.

6) Experience and Qualifications

A. Respondent's Overall Experience

- I. Describe Respondent's experience operating a concession of a similar size, business model, and setting, including concessions located on public lands or at tourist locations.
- II. Provide a verifiable track record of success in similar or related business operations.

B. Respondent's Team Members and Specific Past Experience

- I. **Description of Management Team:** Describe the proposed management and operations team (the "Management Team"), detailing roles and responsibilities, expertise, and estimated weekly work hours of each member.
- II. **Management Team Experience:** For each of the Management Team members, provide relevant experience including number of years, type of business, positions held, special training, education, certifications, and level of authority.
- III. **Other Experience:** For the Respondent, principals, members of the management team or partners
 - a. **Provide** the name and location of existing operations and any operations managed in the past five (5) years.
 - b. **Explain** if they have been involved in litigation within the last ten (10) years, or if there is pending litigation.
 - c. **Describe** any failures to manage and operate the type of concession being proposed. Where were these concessions located, what services were offered, and why did the venture fail? If a contract was terminated, explain why.

C. References: Respondents must provide at least three (3) references from persons in senior level management positions with entities that have done

business with respondent. Respondents must provide the following information for each of the references identified.

- I. Name of company/agency, with phone number and email address for the specific reference contact.
- II. Description of the reference's association with the respondent.
- III. Type and size of concessions managed and operated, including dates of operation and annual revenues.

The reference questions will be sent via email. Make sure that the references provided are aware that they will be receiving a Reference Form from the City of San Francisco that must be returned by a specified date.

7) Operations Plan

A. Respondent's Overall Plan: Discuss how the proposed concession represents the best of San Francisco and enhances the experience of Mission Creek Park.

B. Proposed Offerings

- I. Describe food and beverage, merchandising, recreational, and other offerings and pricing.
- II. Describe any other retail offerings.
- III. Describe options for table seating or other activities.
- IV. Describe any other amenities or activities.

C. Hours of Operations: Describe proposed hours of operation by day including holidays.

D. Layout: Describe proposed layout for operations. Include proposed changes to the current layout.

E. Marketing Plan: A business and marketing plan describing respondent's specific ideas for operating the café, recreation, and/or retail concessions in a way that achieves the City's goals should be included. At a minimum, the plan should describe how respondent plans to:

- I. Promote Mission Creek Park as a destination for visitors and locals through the café menu(s), recreational opportunities, and retail merchandise.
- II. Interact with and support various community groups.
- III. How proposed concession including affordable options for both adults and children and offer healthy and high-quality food offerings as recommended in SF Administrative Code Sec 4.9-1(e).

F. Daily Operations: Describe management and daily operations, with a discussion of the following:

- I. **Management Plan**, including qualifications of onsite management staff including involvement of principals in daily operations.
 - II. **Staffing Plan**
 - a. Customer service training, including strategies for ensuring that staff are knowledgeable about Mission Creek Park and the neighborhood.
 - b. Staff training to assist customers who speak different languages.
 - c. Formal safety policies and procedures, including onsite emergency and first aid response.
 - d. Harassment prevention, diversity, cultural competency and other trainings.
 - e. Background checks.
 - III. **Plan for Job Opportunities**
 - a. Create or retain jobs for San Francisco residents, especially encouraging locally owned business enterprises (LBE) with an equal opportunity to compete for and participate in project development and operations.
 - b. Hiring plan to create jobs and career opportunities for economically disadvantaged persons
 - IV. **Plan for Fluctuating Demand:** System for accommodating a fluctuating volume of customers including staffing and customer seating, with emphasis on peak periods.
 - V. **Payment Systems:** System for handling payments, including in-store point of sale and web-based systems, as well as processes for managing receipts, cash handling, reporting, and audits.
 - VI. **Maintenance and Cleaning:** Describe plans to monitor, inspect, maintain and clean the cafés, surrounding patio areas, and storage areas.
 - VII. **Start Up:** Describe any proposed difference between startup operations and full implementation.
 - VIII. **Proposed Capital Improvements:** The Premises will require the Permittee to build out the space to execute their proposed operation. Describe any proposed tenant improvements (include plans and renderings) and how those proposed tenant improvements, including storefront and signage.
- 8) **Business Plan/Pro Formas:** Provide a Business Plan with financial projections and five-year pro formas, including, but not limited to:
- A. Start-up investments, including but not limited to tenant improvements, furniture, fixtures, equipment (FF&Es), supplies, and materials.
 - B. Anticipated income from all revenue sources broken down by category.
 - C. Anticipated expenses by category.

9) Financial Ability

- A.** Submit evidence of financial ability to fulfill commitments, including the ability to fund start up needs. Show the source of funds for improvements and start-up expenses.
- B.** Submit business profit and loss statements, detailing sources of revenue and expenses for the previous two calendar years.
- C.** Provide copies of insurance certificates for current coverage of similar operations.
- D.** During exclusive negotiations with the selected respondent (but before lease execution), the respondent will be required to submit two years of signed business tax returns, including all pages that are consistent with the profit and loss statements submitted as a part of respondent's proposal. In addition, the respondent may also be required to provide an executed IRS Form 4506-T (Request for Transcript of Tax Return) with the City and County of San Francisco listed as the third-party to receive the transcript.

10) Proposed Term and Financial Terms

- A.** Proposed term of the Lease together with any proposal for extensions with explanation for proposed term and extensions.
- B.** Percentage Rent based upon percentage of gross revenues, which may vary by type of revenue, year, and total revenue.
- C.** Minimum Monthly Guarantee (MMG) Base Rent, which may vary by month, season, or year.
- D.** Investment required for proposed start up and tenant improvements and any proposed rent abatements.
- E.** Any additional proposed lease terms upon which respondent's business operations are contingent.

11) Project Feasibility

Make a summary case for how the proposal meets the Department's objectives and how the respondent will achieve the vision presented in the proposal.

12) Earnest Money Deposit

Each respondent must submit with the proposal an earnest money deposit in the amount of a \$1,000 cashier's check payable to the Department. Submittals without the earnest money deposit will be deemed non-responsive. Earnest money deposits will be refunded, without interest, to respondents not selected for exclusive negotiations. The earnest money deposit of the respondent selected for exclusive negotiations is nonrefundable, whether or not negotiations result in an operating agreement.

13) Two-Page Public Summary

Each respondent must submit a two-page summary of their proposal that will be made public following the submittal deadline. The Summary should include proposed offerings, community partnerships, and elements of the operations plan that might be of interest to the public. Community members will have the opportunity to provide public comment on this summary.



VI. EVALUATION OF PROPOSALS AND AWARD

A. 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 VII 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 its apparent ability to best meet the overall objectives of the City, as ultimately determined by the Recreation and Park Department in their sole and absolute discretion.

Each proposal will be initially reviewed by the 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.

A selection panel shall assist Department staff with this review and shall score the proposals according to the point system and criteria listed below. 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' teams. The Department reserves the right to request clarification or additional information from a respondent.

B. Selection Criteria

1. Minimum Qualifications. Each respondent must possess and demonstrate the following minimum qualifications to be considered as a possible candidate for this opportunity:

- a. Three years of management experience for the proposed concession.
- b. Sufficient financial ability to execute the proposal.

Because Mission Creek is a park, each proposal must serve a recreational purpose such as offering food and beverage or concessions that provide recreational amenities.

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

2. Evaluation Criteria The selection committee will use the following weighted criteria to evaluate proposals:

- a. **Experience (20 Points)**
- b. **Operations Plan (20 Points)**
- c. **Business Plan and Financial Projections (15 Points)**
- d. **Financial Ability (15 Points)**
- e. **Proposed Financial Terms (15 Points)**
- f. **Project Feasibility (15 Points)**

C. Selection Committee

Following the Department's receipt of submittals, the Department will implement the evaluation process of timely, complete and responsive submittals from qualified respondents. 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 Recreation and Park Commission, community groups and/or others. The City further reserves the right to make an award without further clarification of proposals received.

A selection panel shall assist staff with this review and shall score the proposals according to the point system and criteria listed under "Selection 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.

Following the submittal process, 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.

D. Exclusive Negotiations

For an exclusive negotiating period of up to 30 days, after the Department finalizes the selection, the City will attempt to negotiate with the selected Lessee, a Lease that is consistent with the standard form of lease, containing the standard lease attached as **Appendix A**, the terms of this RFP and the successful respondent's proposal. Upon successful agreement to all terms of the Lease, the proposed lease will be taken to the Commission for approval.

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



VII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSAL

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. The square footage information provided in this RFP are estimates and should be verified by each respondent.

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 Neal.Patel@sfgov.org.

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

Attn: Neal Patel
501 Stanyan Street
San Francisco, CA 94117

Appendix A
Standard City Lease

For a copy of the Standard City Lease, please go to
<https://sfrecpark.org/DocumentCenter/View/20080/RPD-Std-Lease> or contact Neal
Patel at Neal.Patel@sfgov.org.

Appendix B
Submittal Requirements Outline

Responses must be organized in the following format:

- 1) Title Page**
- 2) Table of Contents**
- 3) Executive Summary**
- 4) Respondent’s Identification and Business Structure**
- 5) Minimum Qualification Requirements (MQR)**
- 6) Experience and Qualifications**
 - A. Respondent’s Overall Experience**
 - B. Respondent’s Team Members and Specific Past Experience**
 - I. Description of Management Team**
 - II. Management Team Experience**
 - III. Other Experience**
 - C. References**
- 7) Operations Plan**
 - A. Respondent’s Overall Plan**
 - B. Proposed Offerings**
 - C. Hours of Operations**
 - D. Layout**
 - E. Marketing Plan**
 - F. Daily Operations**
 - I. Management plan**
 - II. Staffing Plan**
 - III. Plan for Job Opportunities**
 - IV. Plan for Fluctuating Demand**
 - V. Payment Systems.**
 - VI. Maintenance and Cleaning**

- VII. Start Up**
- VIII. Consideration for LBE**

G. Proposed Capital Improvements

- 8) Business Plan/Pro Formas**
- 9) Financial Ability**
- 10) Proposed Term and Financial Terms**
- 11) Project Feasibility**
- 12) Two-Page Public Summary**