



# *Request For Proposals*

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For an **interim use** on a City-owned property located at the southeast corner of the intersection of Jones Street and Turk Street known as:

**180 Jones Street Interim Use**  
(Assessor's Parcel: Block 0343, Lot 014)

Issued: October 2, 2019

San Francisco Mayor's Office of Housing and Community Development  
1 South Van Ness Avenue, 5<sup>th</sup> Floor  
San Francisco, CA 94103

Responses due by 4:00 p.m. on October 25, 2019

# TABLE OF CONTENTS

<b>I. INTRODUCTION.....</b>	<b>3</b>
<b>II. IMPORTANT DATES AND SUBMISSION PROCESS .....</b>	<b>4</b>
A. IMPORTANT DATES.....	4
B. PRE-SUBMISSION MEETING.....	4
C. REGISTRATION FOR RFP REQUIRED .....	4
D. QUESTIONS AND REQUESTS FOR INFORMATION .....	5
E. CONTACT PERSON, SUBMISSION DEADLINE AND PLACE.....	5
<b>III. CONTEXT.....</b>	<b>6</b>
A. THE SITE.....	6
B. KEY PERMIT TERMS.....	6
1. <i>Rent</i> .....	6
2. <i>Term</i> .....	6
3. <i>Maintenance/Repairs</i> .....	6
4. <i>Subordination</i> .....	6
5. <i>Security Deposit and Performance Bond</i> .....	7
6. <i>Minimum Insurance Requirements</i> .....	7
<b>IV. SELECTION PROCESS, MINIMUM QUALIFICATIONS REQUIREMENT, SELECTION CRITERIA AND SCORING, AND SUBMITTAL REQUIREMENTS OVERVIEW .....</b>	<b>7</b>
A. SELECTION PROCESS.....	7
B. MINIMUM QUALIFICATION REQUIREMENTS .....	8
C. SELECTION CRITERIA AND SCORING.....	8
D. SUBMITTAL REQUIREMENTS OVERVIEW .....	10
1. <i>Respondent Information</i> .....	10
2. <i>Minimum Qualifications Requirement</i> .....	10
3. <i>Selection Criteria and Scoring</i> .....	10
4. <i>Disclosure Form</i> .....	11
<b>V. TERMS AND CONDITIONS OF REQUEST FOR PROPOSALS.....</b>	<b>11</b>
A. CITY CONTRACTING REQUIREMENTS .....	11
B. ERRORS AND OMISSIONS IN RFP .....	19
C. ADDENDA TO RFP.....	19
D. OBJECTIONS.....	19
E. CLAIMS AGAINST MOHCD .....	20
F. SUNSHINE ORDINANCE .....	20
G. RESERVATIONS OF RIGHTS BY THE CITY .....	20
<b>VI. APPENDICES.....</b>	<b>1</b>
EXHIBIT 1.....	0
<i>Map of the Site</i> .....	0
ATTACHMENT 1 .....	1
<i>RFP Submittal Checklist</i> .....	1

ATTACHMENT 2 ..... 2  
    *RFP Registration Form*.....2  
ATTACHMENT 3 ..... 3  
    *Respondent Description* .....3  
ATTACHMENT 4 ..... 4  
    *Interim Use Proposal Summary Sheet* .....4  
ATTACHMENT 5 ..... 5  
    *Disclosures*.....5

## I. INTRODUCTION

The City and County of San Francisco (the “City”), acting through the Mayor's Office of Housing and Community Development (“MOHCD”), are seeking proposals from qualified Respondents for an interim use on a parcel located at 180 Jones Street (Block 0343, Lot 014) (the “Site”).

The parcel is located at the southeast corner of the intersection of Jones Street and Turk Street, commonly known as 180 Jones. The Site is a rectangular-shaped lot of 4,743 square feet. A map showing the location and configuration of the Site is attached as **Exhibit 1**.

In 2017, the City and the developer of 950-974 Market Street reached an agreement in which the 950-974 Market Street project could partially satisfy its inclusionary housing requirements by transferring the Site to MOHCD.

Since the affordable housing development process will take several years, the City plans to create a temporary interim use for the site until the affordable housing can be built. This Request for Proposals (“RFP”) invites you to submit a proposal for temporary use that will be in place on the site for no more than 12 months in length with a possible extension at a month to month basis while due diligence work is completed on the affordable housing development. The City envisions an interim use that will be financially self-sufficient.

### **The City’s expectations of the Interim Use and Selected Respondent are the following:**

- Be financially feasible and self-sustainable;
- Permitted under the site’s current zoning;
- Ability to obtain proper permits for interim use in a timely manner;
- Enter into a revocable permit with the City;
- Provide a security deposit equal to one month’s permit fee;
- Retain the proper insurance as stated in Exhibit A – Minimum Insurance Requirements;
- Pose no health or safety risk to the community;
- From time to time, coordinate with the project sponsor of the proposed affordable housing to conduct due diligence and studies of the site;
- An interim use that does not create adverse consequences for existing neighbors or commercial establishments. For example, drawing customers away from existing businesses to such an extent that it harms existing businesses;
- An interim use that must be of such a nature that can be easily dismantled when it comes time to the commencement of construction of the affordable housing development;
- An interim use that does not require below grade site improvements;
- All interim use site improvements are to be paid by the Respondent.

**Hard copy and electronic responses to this RFP must be received by the Mayor's Office of Housing and Community Development no later than 4:00 p.m. on October 25, 2019. (Facsimile responses will not be accepted.)**

## II. IMPORTANT DATES AND SUBMISSION PROCESS

### A. IMPORTANT DATES

RFP available at MOHCD	<b>Wednesday, October 2, 2019</b>
Pre-submission conference at MOHCD	<b>Friday, October 11, 2019 at 11:00 a.m.</b>
Deadline for questions and requests for additional information	<b>Wednesday, October 16, 2019 by 4:00 p.m.</b>
Deadline for submitting proposals	<b>Friday, October 25, 2019 by 4:00 p.m.</b>
Notification to Respondents who met submission requirements	<b>Friday, November 1, 2019</b>
Respondent interviews, if necessary	<b>Week of November 4 or 11, 2019</b>
Announcement of selection of Respondent(s)	<b>Week of December 2, 2019</b>

### B. PRE-SUBMISSION MEETING

A pre-submission conference will be held at MOHCD, located at 1 South Van Ness Avenue, 5<sup>th</sup> Floor, San Francisco, on **October 11, 2019 at 11:00 a.m.** The purpose of the meeting is to ensure that interested respondents understand the minimum qualifications requirements and the selection process. Questions raised at the conference may be answered verbally at that time. If any substantive new information is provided in response to questions raised at the pre-submission conference, MOHCD will issue a written addendum to the RFP (in the form of a Question and Answers document) with this information to all parties that have registered for the RFP. No questions or requests for interpretation will be accepted after **October 16, 2019 at 4:00 p.m.** Attendance at the pre-submission conference is highly recommended but not mandatory. Please see below regarding **Attachment 2 - RFP Registration Form.**

### C. REGISTRATION FOR RFP REQUIRED

In order to receive MOHCD's responses to requests for additional information and to questions about this RFP and to submit a qualification submission, all interested parties must submit a completed RFP Registration Form to MOHCD by **October 11, 2019 at 11:00 a.m.** All addenda, responses and additional information will be distributed to all parties who have submitted a registration form in accordance with Section IIB above. MOHCD reserves the sole right to determine the timing and content of the response, if any, to all questions and requests for additional information. Questions and information requests should be submitted to the contact person in Section IIE.

**D. QUESTIONS AND REQUESTS FOR INFORMATION**

All questions and requests for additional information regarding this RFP must be received in writing by MOHCD, by hand, overnight delivery, mail, fax, or e-mail by **October 16, 2019, by 4:00 p.m.** Questions received after the deadline may not be answered. All addenda, response, and additional information will be distributed to all parties who have submitted a registration form in accordance with Section IIC.

**E. CONTACT PERSON, SUBMISSION DEADLINE AND PLACE**

All communications about this RFP should be directed to Joyce Slen, Project Manager, at (415) 701-5577, [joyce.slen@sfgov.org](mailto:joyce.slen@sfgov.org), or at the address below.

Respondents to this RFP must submit one (1) hard original plus five (5) hard copies of their proposals, as well as one electronic copy on flash drive, or Dropbox link, to the MOHCD receptionist no later than:

**4:00 p.m. on October 25, 2019**

at

**Mayor's Office of Housing and Community Development  
1 South Van Ness Avenue, 5th Floor  
San Francisco, California 94103  
Attn: Director of Housing Development**

### **III. CONTEXT**

#### **A. THE SITE**

The Site is a rectangular-shaped lot of 4,743 square feet located at 180 Jones Street. The Site is bound by Jones Street to the west, Turk Street to the north, Taylor Street to the east and Golden Gate Avenue to the south. The Site is currently being operated as a surface parking lot on an eight-month revocable permit. Adjacent uses around the Site are an affordable senior housing complex called Antonia Manor to the north, an affordable family housing complex called Tenderloin Family Housing to the west, a public parking garage to the east, and a multi-unit apartment complex to the south.

#### **B. KEY PERMIT TERMS**

Upon successful completion of negotiations with the selected Respondent, the City anticipates entering into a revocable permit (“Permit”) for the Site. For an exclusive negotiating period of 60 days, after the Committee finalizes its selection or selections, selected Respondent or Respondents must submit a \$5,000 good faith deposit while the City negotiates with the selected Respondent, a Permit that is consistent with the terms of this RFP and the successful Respondent’s proposal. This Section briefly describes key terms to the Permit required by the City.

In the event the City Administrator (or their designee) determines that such negotiations are not proceeding satisfactorily, the City may, terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

##### **1. Permit Fee**

The Permit will include a monthly permit fee for use of the site.

##### **2. Term**

Not to exceed 12 months in length with a possible Permit extension at a month to month basis, depending on specific circumstances regarding the proposed use and this specific parcel.

##### **3. Maintenance/Repairs**

Permittee shall keep the premises clean, neat, safe, and sanitary and in good order at all times. Lessee agrees to remove all waste, trash, rubbish papers, cartons and refuse from said premises, to pick up trash and debris in the immediate vicinity of the premises and to dispose of trash in containers provided by lessee that are large enough to adequately serve the needs of the facility.

##### **4. Subordination**

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

## **5. Security Deposit and Performance Bond**

In connection with the Permit, the permittee, upon signing the Permit, will be required to provide a security deposit equal to one month's rent.

## **6. Minimum Insurance Requirements**

Permittee will be required to retain insurance policies as directed by the City. See Exhibit A – Minimum Insurance Requirements.

## **7. Entry by Project Sponsor**

From time to time, Permittee will be required to allow the affordable housing project sponsor (or its consultants) to enter upon the site and undertake due diligence or studies. The project sponsor will be required to provide reasonable notice to the City and the Permittee prior to entry and minimize any disruption of the Permittee's use of the site.

# **IV. SELECTION PROCESS, MINIMUM QUALIFICATIONS REQUIREMENT, SELECTION CRITERIA AND SCORING, AND SUBMITTAL REQUIREMENTS OVERVIEW**

## **A. SELECTION PROCESS**

MOHCD staff will review all submittals for completeness and satisfaction of minimum qualification requirements (see Section B below). If a submittal does not meet minimum qualification requirements, the Respondent may submit an appeal to MOHCD staff on technical grounds only.

A Selection Panel shall assist with this review and shall score the proposals according to the point system and criteria set forth in this RFP. The Selection Panel will review all qualified responses (see Section C below) and score each written response to this RFP. The Selection Panel will interview top-scoring Respondents, at which time Respondents will be asked to present and explain the major characteristics of their submittal, particularly as they relate to the Scoring Criteria, and respond to questions from the Selection Panel. In the event MOHCD receives only a single qualified response to this RFP, MOHCD may elect to not have the Selection Panel interview the Respondent, provided that the Selection Panel has sufficient information to make a recommendation to MOHCD.

After all responses have been scored and interviews, if necessary, have been completed, the Selection Panel will meet to determine the final ranking of all responses and present this ranking to the Director. The Selection Panel's scoring of each proposal will be done by consensus and will be final.

The Director will then select a Respondent (or more than one Respondent) and advise the Mayor of this selection. MOHCD staff will then exclusively negotiate a binding contract with the



selected Respondent for purposes of the Site's development. If MOHCD staff cannot complete a contract with the selected Respondent that is in the best interest of the City, the MOHCD Director may terminate negotiations in her sole discretion. If the MOHCD Director terminates negotiations with the selected Respondent, the MOHCD Director reserves the right, in her sole discretion, to (1) negotiate with the next highest ranked Respondent, or (2) reject any and all other proposals, in whole or in part, prior to award, and may re-advertise a request for qualifications for this Project under such terms the MOHCD Director deems to be in the City's best interest.

## **B. MINIMUM QUALIFICATION REQUIREMENTS**

Respondents must meet the following minimum qualification requirements in order to qualify to be scored and ranked under this RFP.

In **no more than one page** (in Times New Roman font, 12 font size, and 1-inch margins), the Respondent must document their experience, staffing, and financial capacity to successfully manage and operate the proposed interim use.

- a. Experience:* The Respondent must demonstrate at least two years of similar experience with the proposed interim use by identifying the first year of business and describing the respondent's experience with the proposed interim use.
- a. Staffing Capacity:* The Respondent must demonstrate its capacity to successfully carry out the proposed interim use throughout the two year period, either through staff with appropriate experience and capacity, contracted services, or collaboration with other organizations.
- b. Financial Capacity:* The Respondent must demonstrate sufficient financial capacity to undertake this proposal through its ability to submit the latest (1) year of either signed federal income tax returns (including schedules or attachments, if any); or audited financial statements (with management letters, if any). The Respondent must demonstrate and describe their ability to obtain all required insurance policies, necessary leases, and licenses required by the City. Respondent must provide the name and address of their insurance carrier and description of Respondent's proposed insurance coverage for the project.

## **C. SELECTION CRITERIA AND SCORING**

All applications that meet the minimum qualification requirements will be scored and ranked according to the following selection criteria.

Submit **Attachment 4 – Interim Use Proposal Summary Sheet** to document how the Respondent has the most relevant experience to manage and operate the proposed interim use.

**Optional:** Respondents may provide a supplemental written narrative of **no more than two pages** (in Times New Roman font, 12 font size, 1-inch margins), describing how the Respondent has the most relevant experience to manage and operate the proposed interim use.

	Category	Points
<b>A. EXPERIENCE:</b>		<b>40</b>
i.	<b>Experience (10 pts)</b> <ul style="list-style-type: none"> <li>➤ Describes Respondent’s track record in successfully developing, managing and operating projects of comparable size, visibility and expense</li> <li>➤ Demonstrates experience, history, or relationships in providing goods and services</li> <li>➤ Describes experience with community outreach and fostering support from the community in the Tenderloin neighborhood</li> <li>➤ Describes the experience and capacity of current staff to manage and operate the proposed use</li> </ul>	
ii.	<b>Qualifications (15 pts)</b> <ul style="list-style-type: none"> <li>➤ Describes the principal ownership structure of Respondent</li> <li>➤ Describes Respondent’s experience, qualifications, and key personnel related to consistent quality management, maintenance, and operation of other business enterprises</li> </ul>	
iii.	<b>Financial Capability (15 pts)</b> <ul style="list-style-type: none"> <li>➤ Demonstrates financial capacity to operate the proposed interim use</li> <li>➤ Describes the respondent’s overall financial track record</li> </ul>	
<b>B. USE/CONCEPT PLAN:</b>		<b>40</b>
i.	<b>Use/Concept Plan (40 pts)</b> <ul style="list-style-type: none"> <li>➤ Consistency of the proposed project with the expectations of the City, as outlined in the RFP</li> <li>➤ Describes how the Respondent will approach community outreach and engender community support for and throughout the proposed interim use</li> <li>➤ Identification, by square footage, of how much of the site would be utilized (i.e. entire site, partial)</li> <li>➤ Viability of proposed interim use plan</li> <li>➤ Ability of proposed use to enhance the surrounding Tenderloin neighborhood</li> <li>➤ Capacity to market and promote the use</li> <li>➤ Detailed timeline of site set-up and wind down within the time frame outlined in the RFP.</li> </ul>	
<b>C. PROPOSED FINANCIAL TERMS:</b>		<b>20</b>
i.	<b>Proposed Financial Terms (20 pts)</b> <ul style="list-style-type: none"> <li>➤ Identification of the proposed annual rent</li> <li>➤ Amount of total projected revenue to the City and the reasonableness of Respondent’s underlying assumptions.</li> </ul>	
<b>TOTAL POSSIBLE POINTS</b>		<b>100</b>

## **D. SUBMITTAL REQUIREMENTS OVERVIEW**

Using **Attachment 1 – Submittal Checklist**, check boxes of all items that will be submitted. Complete and submit **Attachment 2 - RFP Registration Form**. All addenda, responses and additional information will be distributed to all parties who have submitted a registration form in accordance with Section IIB above.

### **1. Respondent Information**

- a. Submit **Attachment 3 - Respondent Description** to document the name of each organization, names of the organization's Director (or equivalent position) and primary contact persons, and phone numbers and email addresses.
- b. Provide a **cover letter of no more than one page** 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 or persons who will serve as the entity's principal contact person with the City and be authorized to make representations on behalf of the entity. The letter must bear the original signature of the person having proper authority to make the proposal for the entity.

### **2. Minimum Qualifications Requirement**

Provide a written narrative of **no more than one page** (in Times New Roman font, 12 font size, and 1-inch margins) to document their experience with the proposed interim use, staffing capacity, organizational structure, and financial capacity. In addition, the Respondent must demonstrate and describe their ability to obtain all required insurance policies, necessary leases, and licenses required by the City. Respondent must provide the name and address of their insurance carrier and description of Respondent's proposed insurance coverage for the project.

- a. **Experience**
- b. **Staffing Capacity**
- c. **Financial Capacity**
  - Latest (1) year of either signed federal income tax returns (including schedules or attachments, if any); or audited financial statements (with management letters, if any).

### **3. Selection Criteria and Scoring**

Submit **Attachment 4 – Interim Use Proposal Summary Sheet** to document how the Respondent has the most relevant experience to manage and operate the proposed interim use.

**Optional:** Respondents may provide a supplemental written narrative of **no more than two pages** (in Times New Roman font, 12 font size, and 1-inch margins), describing how the Respondent has the most relevant experience to manage and operate the proposed interim use:

- a. **Experience**
- b. **Use/Concept Plan**

### c. **Proposed Financial Terms**

Additional documents submitted in this section will not be allowed. Attachment 4 and the supplemental narrative will be the only documents reviewed and scored by the panel.

### 4. **Disclosure Form**

Submit a completed and signed copy of **Attachment 7 – Disclosures**, which requires any Respondent to this RFP to disclose defaults, lawsuits, legal proceedings, bankruptcy filings or financial interests affiliated with MOHCD staff or Citywide Affordable Housing Loan Committee members. The individual who signs the form must be authorized to enter into legal agreements on behalf of the Respondent.

*Note Regarding Submittals:* Respondents may amend their response prior to the submission deadline. However, after the submission deadline, corrections are only allowed if immaterial and at the sole discretion of MOHCD.

## V. **TERMS AND CONDITIONS OF REQUEST FOR PROPOSALS**

### A. **CITY CONTRACTING REQUIREMENTS**

The following provisions, among others, will appear in the Permit from the City:

#### 1. **INSTALLATION OF FACILITIES**

##### 1.1 **Prevailing Wages and Working Conditions**

(a) Any undefined, initially-capitalized term used in this Section has the meaning given to that term in San Francisco Administrative Code Section 23.61. Permittee will require its contractors and subcontractors performing (i) labor in connection with a “public work” as defined under California Labor Code Section 1720 *et seq.* (which includes certain construction, alteration, maintenance, demolition, installation, repair, carpet laying, or refuse hauling work if paid for in whole or part out of public funds) or (ii) Covered Construction, at the Permit Area to (1) pay workers performing such work not less than the highest prevailing rate of wages, (2) provide the same hours, working conditions and benefits as in each case are provided for similar work performed in San Francisco County, and (3) employ apprentices in accordance with San Francisco Administrative Code Section 23.61 (collectively, “**Prevailing Wage Requirements**”). Permittee will cooperate with the City in any action or proceeding against a contractor or subcontractor that fails to comply with the Prevailing Wage Requirements. For current Prevailing Wage rates, see [www.sfgov.org/olse/prevailingwages](http://www.sfgov.org/olse/prevailingwages) or call the City’s Office of Labor Standard Enforcement at 415-554-6235.

(b) Permittee will include and will require its contractors and subcontractors (regardless of tier) to include, the Prevailing Wage Requirements and the agreement to cooperate

in City enforcement actions in any Construction Contract with specific reference to San Francisco Administrative Code Section 23.61. Each such Construction Contract must name the City and County of San Francisco, affected workers, and employee organizations formally representing affected workers as third party beneficiaries for the limited purpose of enforcing the Prevailing Wage Requirements, including the right to file charges and seek penalties against any contractor or subcontractor in accordance with San Francisco Administrative Code Section 23.61. Permittee's failure to comply with its obligations under this Section will constitute a material breach of this Permit. A contractor's or subcontractor's failure to comply with this Section will enable the City to seek the remedies specified in San Francisco Administrative Code Section 23.61 against the breaching party.

(c) Permittee will also pay, and will require its contractors and subcontractors (regardless of tier) to pay, the Prevailing Rate of Wage for the following activities on the Permit Area as set forth in and to the extent required by San Francisco Administrative Code Chapter 21C: a Public Off-Street Parking Lot, Garage or Automobile Storage Facility (as defined in Section 21C.3), a Show (as defined in Section 21C.4), a Special Event (as defined in Section 21C.8), Broadcast Services (as defined in Section 21C.9), Commercial Vehicles, Loading and Unloading for Shows and Special Events (as defined in Section 21C.10), and Security Guard Services for Events (as defined in Section 21C.11).

## **1.2 Local Hire Requirements for Improvements**

Any undefined, initially-capitalized term used in this Section has the meaning given to it in San Francisco Administrative Code Section 23.62 (the "**Local Hiring Requirements**"). Improvements are subject to the Local Hiring Requirements unless the cost for such work is (i) estimated to be less than \$750,000 per building permit or (ii) meets any of the other exemptions in the Local Hiring Requirements. Permittee will comply with the Local Hiring Requirements to the extent applicable. Before starting any Improvement or Improvement Work, Permittee must contact City's Office of Economic Workforce and Development ("**OEWD**") to verify if the Local Hiring Requirements apply to the work (i.e., whether the work is a "**Covered Project**").

Permittee must include a requirement to comply with the Local Hiring Requirements in any contract for a Covered Project with specific reference to San Francisco Administrative Code Section 23.62. Each such contract must name the City and County of San Francisco as a third party beneficiary for the limited purpose of enforcing the Local Hiring Requirements, including the right to file charges and seek penalties. Permittee will cooperate with the City in any action or proceeding against a contractor or subcontractor that fails to comply with the Local Hiring Requirements when required. Permittee's failure to comply with its obligations under this Section will constitute a material breach of this Permit. A contractor's or subcontractor's failure to comply with this Section will enable the City to seek the remedies specified in San Francisco Administrative Code Section 23.62 against the breaching party.

## **2. MACBRIDE PRINCIPLES - NORTHERN IRELAND**

The provisions of San Francisco Administrative Code Section 12F are incorporated into this Permit by this reference and made part of this Permit. By signing this Permit, Permittee confirms that Permittee has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

## **3. NON-DISCRIMINATION**

### **3.1 Covenant Not to Discriminate**

In the performance of this Permit, Permittee will not to discriminate against any employee of, any City employee working with Permittee, or applicant for employment with Permittee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of those protected classes, or in retaliation for opposition to discrimination against those classes.

### **3.2 Subcontracts**

Permittee will include in all subcontracts relating to the Permit Area a non-discrimination clause applicable to the subcontractor in substantially the form of Subsection 25.1 above. In addition, Permittee will incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and will require all subcontractors to comply with those provisions. Permittee's failure to comply with the obligations in this Subsection will constitute a material breach of this Permit.

### **3.3 Non-Discrimination in Benefits**

Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of the employees, where the domestic partnership has been registered with a governmental entity under state or local law authorizing the registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

### **3.4 Condition to Permit**

As a condition to this Permit, Permittee will execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division (the “CMD”). Permittee represents that prior to execution of this Permit, (i) Permittee executed and submitted to the CMD Form CMD-12B-101 with supporting documentation, and (ii) the CMD approved the form.

### **3.5 Incorporation of Administrative Code Provisions by Reference**

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Permit as though fully set forth. Permittee will comply fully with and be bound by all of the provisions that apply to this Permit under those Chapters of the Administrative Code, including but not limited to, the remedies provided in those Chapters. Without limiting the foregoing, Permittee understands that under Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which that person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

## **4. TROPICAL HARDWOODS AND VIRGIN REDWOOD BAN**

The City and County of San Francisco urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of San Francisco Environment Code sections 802(b) and 803(b). Permittee will not, except as permitted by the application of sections 802(b) and 803(b), use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product in the performance of this Permit.

## **5. NOTIFICATION OF PROHIBITION ON CONTRIBUTIONS**

For the purposes of this Section, 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 execution of this Agreement, Permittee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits a City Contractor 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. Permittee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Licensee further

acknowledges that (i) the prohibition on contributions applies to Permittee, each member of Permittee's board of directors, Permittee's chief executive officer, chief financial officer and chief operating officer, any person with an ownership interest of more than ten percent (10%) in Permittee, any subcontractor listed in the contract, and any committee that is sponsored or controlled by Permittee, 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, Permittee 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.

## **6. POSSESSORY INTEREST TAXES**

Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on that interest under applicable law. Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Permittee's interest under this Permit or use of the Permit Area and to pay any other taxes, excises, licenses, permit charges, or assessments based on Permittee's usage of the Permit Area that may be imposed on Permittee by applicable law. Permittee will pay all of charges when they become due and payable and before delinquency.

San Francisco Administrative Code Sections 23.38 and 23.39 require that certain information relating to the creation, renewal, extension, assignment, sublicense, or other transfer of this Permit be provided to the County Assessor within sixty (60) days after the transaction.

Accordingly, Permittee must provide a copy of this Permit to the County Assessor not later than sixty (60) days after the commencement date of this Permit, and any failure of Permittee to timely provide a copy of this Permit to the County Assessor will be a default under this Permit. Permittee will also timely provide any information that City may request to ensure compliance with this or any other reporting requirement.

## **7. RESTRICTION ON THE USE OF PESTICIDES**

Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or "**IPM Ordinance**") describes an integrated pest management ("**IPM**") policy to be implemented by all City departments. Permittee will not use or apply or allow the use or application of any pesticides on the Permit Area or contract with any party to provide pest abatement or control services to the Permit Area without first receiving City's written approval of an IPM plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the Permit Area during the term of this Permit, (ii) describes the steps Permittee will take to meet the City's IPM Policy described in Section 300 of the IPM Ordinance and (iii) identifies, by name, title, address, and telephone number, an individual to act as the Permittee's primary IPM contact person with the City. Permittee will



comply, and will require all of Permittee's contractors to comply, with the IPM plan approved by the City and will comply with the requirements of sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Permittee were a City department. Among other matters, those provisions of the IPM Ordinance: (a) provide for the use of pesticides only as a last resort, (b) prohibit the use or application of pesticides on property owned by the City, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City's Department of the Environment), (c) impose certain notice requirements, and (d) require Permittee to keep certain records and to report to City all pesticide use at the Permit Area by Permittee's staff or contractors.

If Permittee or Permittee's contractor will apply pesticides to outdoor areas at the Permit Area, Permittee must first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation ("CDPR") and any pesticide application must be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. City's current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

## **8. PROHIBITION OF TOBACCO SALES AND ADVERTISING**

Permittee acknowledges and agrees that no sale or advertising of cigarettes or tobacco products is allowed on the Permit Area. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product.

## **9. PROHIBITION OF ALCOHOLIC BEVERAGE ADVERTISING**

Permittee acknowledges and agrees that no advertising of alcoholic beverages is allowed on the Permit Area. This advertising prohibition includes the placement of the name of a company producing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.

## **10. DRUG-FREE WORKPLACE**

Permittee acknowledges that under the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession, or use of a controlled substance under federal law is prohibited on City premises. Permittee agrees that any violation of this prohibition by Permittee, its Agents, or Invitees will be a material breach of this Permit.

## **11. FOOD SERVICE AND PACKAGING WASTE REDUCTION**

Permittee will comply fully with and be bound by all of the provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided in that chapter, and implementing guidelines and

rules. The provisions of Chapter 16 are incorporated into this Permit by reference and made a part of this Permit as though fully set forth. This provision is a material term of this Permit. Permittee acknowledges that Chapter 16 includes monetary penalties for violations of One Hundred Dollars (\$100.00) for the first breach, Two Hundred Dollars (\$200.00) for the second breach in the same year, and Five Hundred Dollars (\$500.00) for subsequent breaches in the same year. Any assessment of those penalties will not limit City's rights under this Permit or otherwise for a breach of this Section, and are in addition to City's rights and remedies under this Permit and at law or in equity.

## **12. SAN FRANCISCO PACKAGED WATER ORDINANCE**

Permittee will comply with San Francisco Environment Code Chapter 24 ("**Chapter 24**"). Permittee may not sell, provide, or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this Permit or on City property unless Permittee obtains a waiver from the City's Department of the Environment. If Permittee violates this requirement, the City may exercise all remedies in this Permit and the Director of the City's Department of the Environment may impose administrative fines as set forth in Chapter 24.

## **13. SUGAR-SWEETENED BEVERAGE PROHIBITION**

Permittee will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Permit.

## **14. CRIMINAL HISTORY INQUIRIES FOR EMPLOYMENT**

(a) Unless exempt, Permittee agrees to comply with and be bound by all of the provisions of San Francisco Administrative Code Chapter 12T (Criminal History in Hiring and Employment Decisions; "**Chapter 12 T**"), which are hereby incorporated as may be amended from time to time, with respect to applicants and employees of Permittee who would be or are performing work at the Permit Area.

(b) Permittee will incorporate by reference the provisions of Chapter 12T in all sublicenses of some or all of the Permit Area, and will require all sublicensees to comply with the provisions. Permittee's failure to comply with the obligations in this subsection will constitute a material breach of this Permit.

(c) Permittee and sublicensees may not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(d) Permittee and sublicensees may not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection (c) above. Permittee and sublicensees may not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(e) Permittee and sublicensees will state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment with Permittee or subpermittee at the Permit Area, that the Permittee and sublicensees will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(f) Permittee and sublicensees will post the notice prepared by the Office of Labor Standards Enforcement (“**OLSE**”), available on OLSE’s website, in a conspicuous place at the Permit Area and at other workplaces within San Francisco where interviews for job opportunities at the Permit Area occur. The notice must be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the Permit Area or other workplace at which it is posted.

(g) Permittee and sublicensees understand and agree that on any failure to comply with the requirements of Chapter 12T, the City will have the right to pursue any rights or remedies available under Chapter 12T or this Permit, including, but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Permit.

(h) If Permittee has any questions about the applicability of Chapter 12T, it may contact the City’s Real Estate Division for additional information. City’s Real Estate Division may consult with the Director of the City’s Office of Contract Administration who may also grant a waiver, as set forth in Section 12T.8.

## **15. PERMITTEE’S COMPLIANCE WITH CITY BUSINESS AND TAX AND REGULATIONS CODE**

Permittee acknowledges that under Section 6.10-2 of the San Francisco Business and Tax Regulations Code, the City Treasurer and Tax Collector may require the withholding of payments to any vendor that is delinquent in the payment of any amounts that the vendor is required to pay the City under the San Francisco Business and Tax Regulations Code. If, under that authority, any payment City is required to make to Permittee under this Permit is withheld, then City will not be in breach or default under this Permit, and the Treasurer and Tax Collector will authorize release of any payments withheld under this paragraph to Permittee, without interest, late fees, penalties, or other charges, upon Permittee coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

**16. MINIMUM INSURANCE AND INDEMNITY REQUIREMENTS. Please see Exhibit A to this RFP.**

**B. ERRORS AND OMISSIONS IN RFP**

Respondents are responsible for reviewing all portions of this RFP. Respondents are to promptly notify MOHCD, in writing, if the Respondent discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to MOHCD 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.

**C. ADDENDA TO RFP**

MOHCD may modify the RFP, prior to the response due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person or firm listed with MOHCD as having received a copy of the RFP for proposal purposes. MOHCD will make reasonable efforts to notify Respondents in a timely manner of modifications to the RFP. Notwithstanding this provision, the Respondent shall be responsible for ensuring that its proposal reflects any and all addenda issued by MOHCD prior to the proposal due date regardless of when the proposal is submitted.

**D. OBJECTIONS**

1. RFP Terms. If any interested party objects to any provision or legal requirement in this RFP, such party must provide written notice to MOHCD setting forth with specificity the grounds for the objection no later than seven (7) calendar days of the date for submitting proposals (See Section II(A)). Failure to object in the manner and within the time set forth in this paragraph will constitute a complete and irrevocable waiver of any objection to this RFP.
2. Notice of Non-Responsiveness. A Respondent may object to a determination that its submission of proposals is non-responsive to this RFP by delivering written notice to MOHCD setting forth with specificity the grounds for the objection no later than seven (7) calendar days after the date of the written notice to Respondent of MOHCD's determination of non-responsiveness. Failure to object in the manner and within the time set forth in this paragraph will constitute a complete and irrevocable waiver of any objection.
3. Selection of Respondent for Exclusive Negotiations. A Respondent may object to the selected Respondent and MOHCD Director's authorization to proceed with exclusive negotiations with such Respondent by delivering written notice to MOHCD setting forth with specificity the grounds for the objection by no later than seven (7) calendar days after the selected Respondent has been announced and made public by MOHCD. If a Respondent files a timely objection, the MOHCD Director will review such

objection and respond in a timely manner, and MOHCD's authorization to enter into exclusive negotiations with the selected Respondent will not be binding until the MOHCD Director denies the objection. Failure to object in the manner and within the time set forth in this paragraph will constitute a complete and irrevocable waiver of any objection.

4. Delivery of Objections. Respondents must submit objections in writing, addressed to the person identified in this RFP, and delivered to the MOHCD receptionist during business days between the hours of 8:00 a.m. and 5:00 p.m. at 1 South Van Ness Avenue, 5<sup>th</sup> Floor by the dates specified above in order to be considered. Written objections should be transmitted by a means that will provide written confirmation of the date MOHCD received the objections. If a written objection is delivered by US mail, the Respondent bears the risk of non-delivery by the deadlines specified above.

#### **E. CLAIMS AGAINST MOHCD**

No Respondent will obtain by its response to this RFP, and separately by its response waives, any claim against MOHCD by reason of any or all of the following: any aspect of this RFP, any part of the selection process, any informalities or defects in the selection process, the rejection of any or all proposals, the acceptance of any proposal, entering into exclusive negotiations, conditioning exclusive negotiations, terminating exclusive negotiations, entering into any transaction documents, the failure to enter into a permit or lease disposition, any statements, representations, acts, or omissions of MOHCD, the exercise of any discretion set forth in or concerning any of the above, and any other matters arising out of all or any of the above.

#### **F. SUNSHINE ORDINANCE**

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

#### **G. RESERVATIONS OF RIGHTS BY THE CITY**

1. The issuance of this RFP and the selection of the Respondent(s) pursuant to this RFP are in no way a limitation of the discretion of any City board, commission, department, employee or official with respect to any review or approval required in connection with the proposed interim use(s).
2. The information in this RFP is provided solely for the convenience of Respondents.

3. The City expressly reserves the right at any time to do waive or correct any defect or technical error in any response or procedure, as part of the RFP or any subsequent negotiation process; reject any or all responses, without indicating the reasons for such rejection; cancel this RFP at any time prior to award and reissue a Request for Proposals; modify or suspend any and all aspects of the selection procedure, the scope of the proposed interim use(s) or the required responses, or the processes indicated in this RFP; request that Respondents clarify, supplement or modify the information submitted; extend deadlines for accepting responses, or request amendments to responses after expiration of deadlines; negotiate with any, all or none of the Respondents to this RFP; make a selection based directly on the proposals, or negotiate further with one or more of the Respondents; during negotiation, expand or contract the scope of the proposed interim use(s), or otherwise alter the interim use concept(s) in order to respond to new information, community or environmental issues; if at any time prior to the execution of binding agreements with the selected Respondent(s), MOHCD, in its sole discretion, determines that the selected Respondent(s) will be unable to proceed with a timely and feasible interim use in accordance with this RFP or that the agreement will not serve in the City's best interest, MOHCD may terminate negotiations with the selected Respondent(s) and begin negotiations with the next highest ranked Respondent; or determine that no interim use will be pursued.
4. The issuance of this RFP does not obligate the City to pay any costs whatsoever incurred by any Respondent, including but not limited to costs incurred in connection with the preparation or presentation of responses or negotiations with the City. Respondents responding to this RFP do so at their own expense.
5. The issuance of this RFP is only an invitation to submit proposals, and does not constitute an agreement by the City that any contract will actually be entered into by the City. This RFP does not in any way limit the discretion of any City board, commission, employee or official with respect to any review or approval of any aspect of the proposed interim use(s).
6. 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 or on the basis of other information available to the City. The City may exercise this right in its sole discretion.
7. The City reserves the right, in its sole discretion to award and enter into more than one contract, depending on the selected interim uses for Site at the City's sole discretion.

## **Exhibit A: Minimum Insurance Requirements**

Subject to final recommendations by the City's Risk Manager, the Tenant will be required to maintain, at a minimum throughout the Term, insurance in the following coverages and amounts.

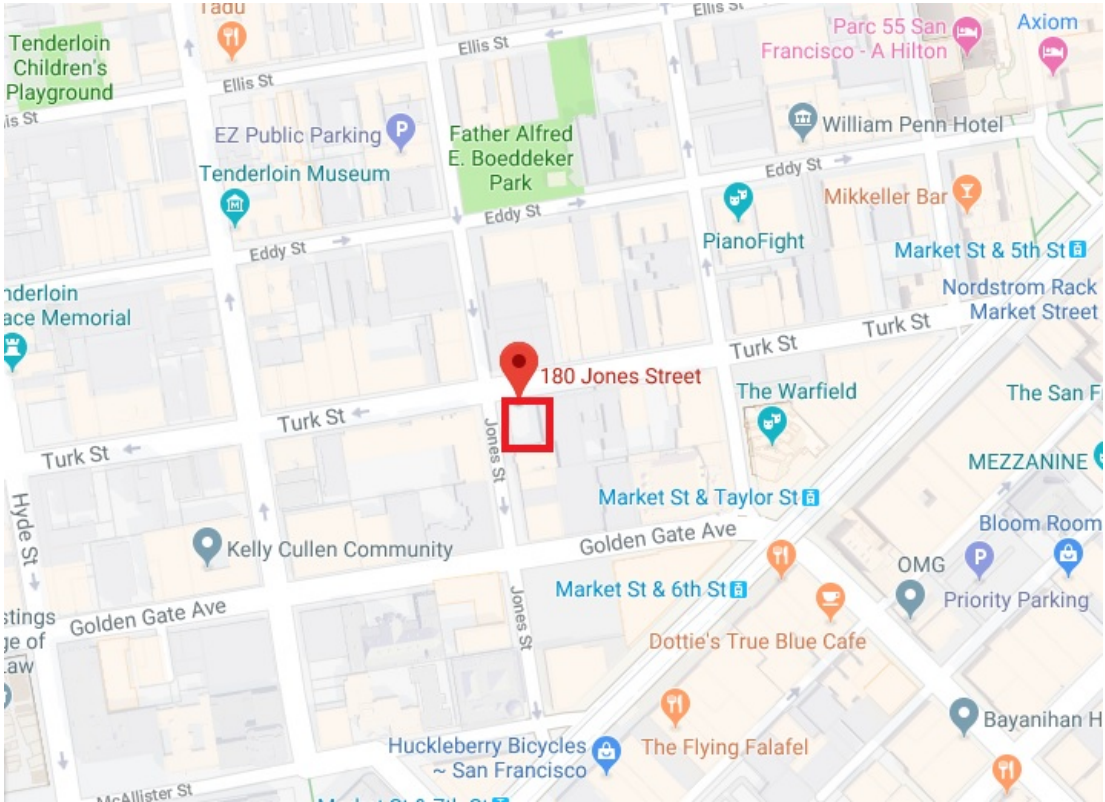
- 1.** Worker's Compensation, with Employer's Liability limits not less than \$1,000,000 each accident;
- 2.** Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations;
- 3.** Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable; and

The Tenant will be required to meet the City's additional insurance and indemnity requirements, which will be included in the Permit. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Tenant for risks comparable to those associated with the Premises, Tenant shall, at the City's request, increase the amounts or coverage carried by Tenant to conform to such general commercial practice. The City's Risk Manager reserves the right to require additional insurance requirements based upon the proposed interim use.

## VI. APPENDICES



**Exhibit 1**  
**Map of the Site**



**Intersection of Jones and Turk Street - Photo of Premise**



**Attachment 1**

**RFP Submittal Checklist**

See attached spreadsheet

**Attachment 2**

**RFP Registration Form**

180 Jones Street **Interim Use RFP**

Name of Organization:

Address:

Contact Person:

Phone:

Email:

**Attachment 3**

**Respondent Description**

See attached document

**Attachment 4**

**Interim Use Proposal Summary Sheet**

See attached document

**Attachment 5**  
**Disclosures**

**Instructions:** *Please respond completely to each question below. If the Respondent<sup>i</sup> is an individual, then the information relative to that individual should be disclosed. If the Respondent is a group or joint venture, then information relative to each member of the group or entities that comprise the joint venture should be disclosed. If the Respondent is a corporation, then the information relative to the corporation should be disclosed.*

1. Has Respondent ever defaulted on a loan or other financial obligation? This includes all affiliate corporations and partnerships in which Respondent is or was a general partner. If so, please describe the circumstances including dates and current status:
  
2. Are there any prior or pending legal proceedings, actions, convictions or judgments that have been filed against Respondent or its wholly owned subsidiaries, or any prior or pending arbitrations or mediations? If so, provide dates the complaints were filed and the present status of the litigation or the status of the arbitrations or mediations:
  
3. Are there any prior or pending administrative complaints/hearings against or any debarment or suspensions of or other administrative determinations by any federal, state or local government entity relating to Respondent, against any of Respondent's affiliated corporations or partnerships in which Respondent is a general partner, or other business entity? If so, please describe the circumstances including dates, agency or body conducting the investigation or inquiry and the current status:
  
4. Has Respondent or its wholly owned subsidiaries ever filed for bankruptcy? Please include dates and jurisdiction of filing, the reason, and current status:
  
5. Describe any business, property, gifts, loans, investments or other financial relationships Respondent, or its individual principals, corporation, LLC, LLP, affiliated corporations or partnerships in which Respondent is a general partner, may have with any senior staff of the Mayor's Office of Housing and Community Development (MOHCD) or any member of the Citywide Affordable Housing Loan Committee or his/her immediate family which are considered a financial interest as defined by Section 87103 of the Fair Political Practices Act.<sup>ii</sup>

Respondent hereby certifies under penalty of perjury under the laws of the State of California that all information provided in this Disclosure questionnaire is true and correct.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

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<sup>i</sup> For the purposes of this RFP, the term “Respondent” shall mean the Respondent to this RFP regardless of legal form. Thus Respondent applies to individuals, sole proprietorships, joint ventures, unincorporated associations, partnerships, LLCs, LLPs, corporations (whether for profit, nonprofit, California or out of state) and any other entity legally entitled to do business in the State of California.

<sup>ii</sup> In summary Government Code Section 87100 requires any public officials participating in making decisions to refrain from using their official position to influence a governmental decision in which they know or has reason to know they have a financial interest. Section 87103 defines a financial interest as one that has a material, financial effect on the official or a member of their immediate family as follows: business interest – over \$2,000; real property interest – over \$2,000; other source of income within 12 months before the decision – over \$500; gift or intermediary for donor of gift within 12 months - \$250; business entity in which the official is a director, officer, partner, trustee, employee or holds a position of management. See Government Code Section 87103 for the complete definition.