



# ***Request For Proposals***

---

For an **interim use** on a City-owned property located in the South of Market (“SoMa”) neighborhood known as:

**967 Mission Street Interim Use**  
(Assessor’s Parcel: Block 3725, Lot 086)

Issued: August 19, 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 September 13, 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 LEASE TERMS .....  | 6         |
| 1. <i>Rent</i> .....  | 6         |
| 2. <i>Term</i> .....  | 6         |
| 3. <i>Maintenance/Repairs</i> .....   | 6         |
| 4. <i>Subordination</i> .....   | 7         |
| 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 .....  | 9         |
| 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 .....  | 22        |
| C. ADDENDA TO RFP.....  | 22        |
| D. OBJECTIONS.....  | 22        |
| E. CLAIMS AGAINST MOHCD .....   | 23        |
| F. SUNSHINE ORDINANCE .....   | 23        |
| G. RESERVATIONS OF RIGHTS BY THE CITY .....   | 23        |
| <b>VI. APPENDICES.....</b>  | <b>26</b> |
| EXHIBIT 1.....  | 0         |

*Map of the Site* .....0  
ATTACHMENT 1 ..... 2  
    *RFP Submittal Checklist* .....2  
ATTACHMENT 2 ..... 3  
    *RFP Registration Form*.....3  
ATTACHMENT 3 ..... 4  
    *Respondent Description* .....4  
ATTACHMENT 5 ..... 6  
    *Disclosures*.....6

## 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 967 Mission Street (Block 3725, Lot 086) (the “Site”).

The parcel is located mid-block on Mission Street between 6th and Mary Streets in San Francisco’s South of Market (“SoMa”) neighborhood. The Site is a rectangular-shaped lot of 8,777 square feet. A map showing the location and configuration of the Site is attached as **Exhibit 1**.

In 2015, pursuant to Resolution 206-15, the City and the developer of the Fifth and Mission project reached an agreement in which required the developer of the Fifth and Mission project to transfer this site to the City for the development of affordable housing. This RFP is prepared in anticipation of an ownership transfer occurring by October 30, 2019. Therefore, access to the site will not be granted to RFP respondents.

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 2 years in length with a possible lease 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;
- Enter into a lease with the City;
- Provide a security deposit equal to one month’s rent;
- Retain the proper insurance as stated in Exhibit A – Minimum Insurance Requirements;
- Pose no health or safety risk to the community;
- 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.
- Preference for interim use that supports SOMA Pilipinas Cultural District goals.

**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 September 13, 2019. (Facsimile responses will not be accepted.)**

**II. IMPORTANT DATES AND SUBMISSION PROCESS**

**A. IMPORTANT DATES**

|  |   |
|--|---|
| RFP available at MOHCD   | <b>Monday, August 19, 2019</b>                    |
| Pre-submission conference at MOHCD                             | <b>Wednesday, September 4, 2019 at 11:30 a.m.</b> |
| Deadline for questions and requests for additional information | <b>Monday, September 9, 2019 by 4:00 p.m.</b>     |
| Deadline for submitting proposals                              | <b>Friday, September 13, 2019 by 4:00 p.m.</b>    |
| Notification to Respondents who met submission requirements    | <b>Friday, September 20, 2019</b>                 |
| Respondent interviews, if necessary                            | <b>Week of September 27, 2019</b>                 |
| Announcement of selection of Respondent(s)                     | <b>Week of October 7, 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 **September 4, 2019 at 11:30 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 **September 9, 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 **September 4, 2019 at 11:30 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 **September 9, 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 Jonathan Gagen, Project Manager, at (415) 701-5517, [jonathan.gagen@sfgov.org](mailto:jonathan.gagen@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 September 13, 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 8,777 square feet located at 967 Mission Street. The Site faces Mission Street mid-block on the block between 6<sup>th</sup> and Mary Streets. The Site is currently vacant and includes fencing facing Mission Street. Adjacent uses around the Site are an office space known as the California Caskets building to the northeast and a co-working space to the Southwest.

#### **B. KEY LEASE TERMS**

Upon successful completion of negotiations with the selected Respondent, the City anticipates entering into a lease 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 lease that is consistent with 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 Board of Supervisors for approval. This Section briefly describes key lease terms 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. Rent**

The lease will include a minimum base rent.

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

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

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

Lessee 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 lease, the lessee, upon signing the lease, will be required to provide a security deposit equal to one month's rent.

#### **6. Minimum Insurance Requirements**

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

### **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 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.

After all interviews 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 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.

|                                     | <b>Category</b>   | <b>Points</b> |
|-------------------------------------|---|---------------|
| <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 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>➤ 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 SoMa 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 Lease from the City:

**1.1. Public Transit Information**

Tenant, at Tenant's sole expense, will establish and carry on during the Term a program to encourage maximum use of public transportation by personnel of Tenant employed on the Premises, including, without limitation, the distribution of written materials to personnel explaining the convenience and availability of public transportation facilities adjacent or near the Building and encouraging use of them.

**1.2. Taxes, Assessments, Licenses, Permit Fees and Liens**

(a) Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxation and Tenant may be subject to the payment of property taxes levied on its possessory interest.

(b) Tenant will pay taxes of any kind, including possessory interest taxes, lawfully assessed on the leasehold interest created by this Lease and to pay all other taxes, excises, licenses, permit charges, and assessments based on Tenant's use of the Premises and imposed on Tenant by Legal Requirements, all of which must be paid when they become due and payable and before delinquency.

(c) Tenant will not allow or suffer a lien for any taxes to be imposed on the Premises or on any equipment or property located in the Premises without promptly discharging the lien, provided that Tenant, if it desires, may have reasonable opportunity to contest the validity of the same.

(d) San Francisco Administrative Code Sections 23.38 and 23.39 require that certain information relating to the creation, renewal, extension, assignment, sublease, or other transfer of this Lease be reported to the County Assessor within sixty (60) days after the transaction. Tenant will report that information to those matters to the County Assessor within thirty (30) days after the execution of this Lease. In addition, Tenant will timely provide any information that City may request related to this requirement.

### **1.3. Non-Discrimination in City Contracts and Benefits Ordinance**

(a) **Covenant Not to Discriminate.** In the performance of this Lease, Tenant will not to discriminate against any employee, any City employee working with Tenant, or applicant for employment with Tenant, 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 protected classes, or in retaliation for opposition to discrimination against protected classes.

(b) **Subleases and Other Subcontracts.** Tenant will include in all Subleases and other subcontracts relating to the Premises a non-discrimination clause applicable to the Subtenant or other subcontractor in substantially the form of subsection (a) above. In addition, Tenant will incorporate by reference in all subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and require all subtenants and other subcontractors to comply with those provisions. Tenant's failure to comply with the obligations in this subsection will constitute a material breach of this Lease.

(c) **Non-Discrimination in Benefits.** Tenant does not as of the date of this Lease and will not during the Term, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for City 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 the Legal Requirements authorizing that registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

**(d) CMD Form.** As a condition to this Lease, Tenant must 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. Tenant represents that before execution of this Lease, (i) Tenant executed and submitted to the CMD Form CMD-12B-101 with supporting documentation, and (ii) the CMD approved the form.

**(e) 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 lease of City property are incorporated in this Section by reference and made a part of this Lease as though fully set forth in this Lease. Tenant will comply fully with and be bound by all of the provisions that apply to this Lease under those Chapters of the Administrative Code, including but not limited to the remedies provided in those Chapters. Without limiting the foregoing, Tenant 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 the person was discriminated against in violation of the provisions of this Lease may be assessed against Tenant and/or deducted from any payments due Tenant.

#### **1.4. No Relocation Assistance; Waiver of Claims**

Tenant acknowledges that it will not be a displaced person at the time this Lease is terminated or expires by its own terms, and Tenant fully RELEASES AND DISCHARGES forever any and all Claims against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through or under each of them, under any Legal Requirements, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance Legal Requirements (including, but not limited to, California Government Code Section 7260 et seq.), except as otherwise specifically provided in this Lease with respect to a Taking.

#### **1.5. MacBride Principles—Northern Ireland**

The provisions of San Francisco Administrative Code section 12F are incorporated by this reference and made part of this Lease. By signing this Lease, Tenant confirms that Tenant has read and understood that 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.

#### **1.6. Tropical Hardwood and Virgin Redwood Ban; Preservative-Treated Wood Containing Arsenic**

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 Sections 802(b) and 803(b) of the San Francisco Environment Code, Tenant will not provide any items to the construction of Tenant Improvements or the Alterations, or otherwise in the performance of this Lease that are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. If Tenant fails to comply with any of the provisions of Chapter 8 of the San Francisco Environment Code, Tenant will be liable for liquidated damages for each violation in any amount equal to Tenant's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater. Tenant may not purchase preservative-treated wood products containing arsenic in the performance of this Lease unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment.

### **1.7. Restrictions on the Use of Pesticides**

(a) 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. Tenant may not use or apply or allow the use or application of any pesticides on the Premises or contract with any party to provide pest abatement or control services to the Premises 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 Tenant may need to apply to the Premises during the Term, (ii) describes the steps Tenant will take to meet 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 Tenant's primary IPM contact person with City. Tenant will comply, and will require all of Tenant's contractors to comply, with the IPM plan approved by 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 Tenant were a City department. Among other matters, the 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 City property, 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 Tenant to keep certain records and to report to City all pesticide use at the Premises by Tenant's staff or contractors.

(b) If Tenant or Tenant's contractor would apply pesticides to outdoor areas at the Premises, Tenant 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 the 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>.

**1.8. First Source Hiring Agreement**

Tenant and City are parties to the First Source Agreement attached to this Lease as Exhibit G under San Francisco Administrative Code, Chapter 83 (the “**First Source Agreement**”). Any default by Tenant under the First Source Agreement will be a default under this Lease.

**1.9. Conflicts of Interest**

Through its execution of this Lease, Tenant acknowledges that it is familiar with the provisions of Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and California Government Code Section 87100 et seq. and Section 1090 et seq., and certifies that it does not know of any facts that would constitute a violation of those provisions, and agrees that if Tenant becomes aware of any violation during the Term Tenant will immediately notify City.

**1.10. Charter Provisions**

This Lease is governed by and subject to the provisions of the Charter of the City and County of San Francisco.

**1.11. Drug-Free Workplace**

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

**1.12. Prohibition of Tobacco Sales and Advertising**

Tenant acknowledges and agrees that no advertising or sale of cigarettes or tobacco products is allowed on the Premises. 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.

**[The following will be included, except if the interim use is a restaurant, concert or sports venue, or other facility or event where the sale, production or consumption of alcohol is permitted]**

**1.13. Prohibition of Alcoholic Beverage Advertising**

Tenant acknowledges and agrees that no advertising of alcoholic beverages is allowed on the Premises. For purposes of this section, “alcoholic beverage” is defined as set forth in California Business and Professions Code Section 23004, and does not include cleaning solutions, medical supplies, and other products and substances not intended for drinking. 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.



#### **1.14. Requiring Health Benefits for Covered Employees**

(a) Unless exempt, Tenant will comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (“HCAO”), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as they may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Lease as though fully set forth. The text of the HCAO is available on the web at <http://www.sfgov.org/olse/hcao>. Capitalized terms used in this Section and not defined in this Lease have the meanings assigned to those terms in Chapter 12Q.

(b) For each Covered Employee, Tenant will provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Tenant chooses to offer the health plan option, the health plan must meet the minimum standards set forth by the San Francisco Health Commission.

(c) Notwithstanding the above, if the Tenant is a small business as defined in Section 12Q.3(d) of the HCAO, it will have no obligation to comply with subsection (a) above.

(d) Tenant’s failure to comply with the HCAO will constitute a material breach of this Lease. City will notify Tenant if a breach has occurred. If, within thirty (30) days after receiving City’s written notice of a breach of this Lease for violating the HCAO, Tenant fails to cure the breach or, if the breach cannot reasonably be cured within the thirty (30) days period, and Tenant fails to commence efforts to cure within that period, or fails diligently to pursue the cure to completion, then City will have the right to pursue the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies will be exercisable individually or in combination with any other rights or remedies available to City.

(e) Any Subcontract entered into by Tenant must require the Subcontractor to comply with the requirements of the HCAO and contain contractual obligations substantially the same as those set forth in this Section. Tenant will notify City’s Purchasing Department when it enters into a Subcontract and will certify to the Purchasing Department that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Tenant will be responsible for its Subcontractors’ compliance with this Chapter. If a Subcontractor fails to comply, City may pursue the remedies set forth in this Section against Tenant based on the Subcontractor’s failure to comply, provided that City has first provided Tenant with notice and an opportunity to cure the violation.

(f) Tenant may not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City regarding Tenant’s compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice

proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(g) Tenant represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

(h) Tenant will keep itself informed of the current requirements of the HCAO.

(i) Tenant will provide reports to City in accordance with any reporting standards promulgated by City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

(j) Tenant will provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least five (5) business days to respond.

(k) City may conduct random audits of Tenant to ascertain its compliance with HCAO. Tenant will cooperate with City when it conducts the audits.

(l) If Tenant is exempt from the HCAO when this Lease is executed because its amount is less than Twenty-Five Thousand Dollars (\$25,000) Fifty Thousand Dollars (\$50,000) for nonprofits, but Tenant later enters into an agreement or agreements that cause Tenant's aggregate amount of all agreements with City to reach Seventy-Five Thousand Dollars (\$75,000), then all the agreements will be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Tenant and the Contracting Department to be equal to or greater than Seventy-Five Thousand Dollars (\$75,000) in the fiscal year.

#### **1.15. Notification of Limitations 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, Tenant 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. Tenant 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. Tenant further

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

#### **1.16. Resource-Efficient City Buildings**

Tenant acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 713 relating to green building requirements for the design, construction, and operation of buildings owned or leased by City. Tenant must comply with all applicable provisions of those code sections.

#### **1.17. Food Service and Packaging Waste Reduction Ordinance**

Tenant will comply with and is bound by all of the provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this Lease by reference and made a part of this Lease as though fully set forth. This provision is a material term of this Lease. By entering into this Lease, Tenant agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine. Without limiting City's other rights and remedies, Tenant agrees that the sum of One Hundred Dollars (\$100.00) for the first breach, Three Hundred Dollars (\$300.00) for the second breach in the same year, and Five Hundred Dollars (\$500.00) for subsequent breaches in the same year is a reasonable estimate of the damage that City may incur based on the violation, established in light of the circumstances existing at the time this Lease was made. These amounts will not be considered a penalty, and do not limit City's other rights and remedies available under this Lease, at law, or in equity.

#### **1.18. San Francisco Packaged Water Ordinance**

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

### **1.19. Criminal History in Hiring and Employment Decisions**

(a) Unless exempt, Tenant will comply with and be bound by all of the provisions of San Francisco Administrative Code Chapter 12T (Criminal History in Hiring and Employment Decisions), as amended from time to time (“**Chapter 12T**”), which are incorporated into this Lease as if fully set forth, with respect to applicants and employees of Tenant who would be or are performing work at the Premises.

(b) Tenant must incorporate by reference the provisions of Chapter 12T in all subleases of some or all of the Premises, and require all subtenants to comply with those provisions. Tenant’s failure to comply with the obligations in this subsection will constitute a material breach of this Lease.

(c) Tenant and subtenants may not inquire about, require disclosure of, or if the 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) Tenant and subtenants 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. Tenant and subtenants may not require that disclosure or make any inquiry until either after the first live interview with the person, or after a conditional offer of employment.

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

(f) Tenant and subtenants will post the notice prepared by the Office of Labor Standards Enforcement (“**OLSE**”), available on OLSE’s website, in a conspicuous place at the Premises and at other workplaces within San Francisco where interviews for job opportunities at

the Premises occur. The notice must be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the Premises or other workplace at which it is posted.

(g) Tenant and subtenants understand and agree that on any failure to comply with the requirements of Chapter 12T, City will have the right to pursue any rights or remedies available under Chapter 12T or this Lease, 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, or termination of this Lease in whole or in part.

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

### **1.20. Vending Machines; Nutritional Standards**

Tenant may not install or permit any vending machine on the Premises without the prior written consent of the Director of Property. Any permitted vending machine must comply with the food and beverage nutritional standards and calorie labeling requirements set forth in San Francisco Administrative Code section 4.9-1(c), as may be amended from time to time (the "**Nutritional Standards Requirements**"). Tenant will incorporate the Nutritional Standards Requirements into any contract for the installation of a vending machine on the Premises or for the supply of food and beverages to that vending machine. Failure to comply with the Nutritional Standards Requirements or to otherwise comply with this Section 28.48 will be a material breach of this Lease. Without limiting Landlord's other rights and remedies under this Lease, Landlord will have the right to require the immediate removal of any vending machine on the Premises that is not permitted or that violates the Nutritional Standards Requirements. In addition, any restaurant located on the Premises is encouraged to ensure that at least 25% of Meals offered on the menu meet the nutritional standards set forth in San Francisco Administrative Code section 4.9-1(e), as may be amended.

### **1.21. All-Gender Toilet Facilities**

If applicable, Tenant will comply with San Francisco Administrative Code section 4.1-3 requiring at least one all-gender toilet facility on each floor of the Building where extensive renovations are made. An "all-gender toilet facility" means a toilet that is not restricted to use by persons of a specific sex or gender identity by means of signage, design, or the installation of fixtures, and "extensive renovations" means any renovation where the construction cost exceeds 50% of the cost of providing the toilet facilities required by Administrative Code section 4.1-3. If Tenant has any question about applicability or compliance, Tenant should contact the Director of Property for guidance.

**1.22. [If the use would be a hotel or restaurant the will employ 50 or more employees]Employee Signature Authorization Ordinance.** City has adopted an Employee Signature Authorization Ordinance (San Francisco Administrative Code Sections 23.50–23.56). That ordinance requires employers of employees in hotel or restaurant projects on public property with fifty (50) or more employees (whether full-time or part-time) to enter into a “card check” agreement with a labor union regarding the preference of employees to be represented by a labor union to act as their exclusive bargaining representative. Tenant will comply with the requirements of the ordinance, if applicable, including any requirements in the ordinance with respect to its subtenants, licensees, and operators.]

**1.23. Tenant’s Compliance with City Business and Tax and Regulations Code.** Tenant 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 Tenant under this Lease is withheld, then City will not be in breach or default under this Lease, and the Treasurer and Tax Collector will authorize release of any payments withheld under this paragraph to Tenant, without interest, late fees, penalties, or other charges, upon Tenant coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

**1.24. Stormwater Flood Risk Disclosure.** Under San Francisco Police Code Article 51, property owners in San Francisco are required to disclose to transferees and prospective transferees (including tenants and prospective tenants) if the leased premises is susceptible to flooding in a 100-year storm, as shown on the San Francisco Public Utilities Commission’s 100-Year Storm Flood Risk Map. The Premises are at risk for flooding in a 100-year storm. Please see <https://www.sfwater.org/index.aspx?page=1229> Exhibit G to this Lease for additional information.

**1.25. Minimum Insurance and Indemnity Requirements.** Please see Exhibit A to this RFP.

IF REQUIRED, THIS LEASE WILL NOT BE EFFECTIVE UNLESS AND UNTIL CITY’S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION OR ENACTED AN ORDINANCE APPROVING THIS LEASE AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED UNDER THIS LEASE. ACCORDINGLY, IF THOSE APPROVALS ARE REQUIRED, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS LEASE ARE CONTINGENT ON ADOPTION OF A RESOLUTION OR ORDINANCE, AND THIS LEASE WILL BE NULL AND VOID IF CITY’S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS LEASE, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS LEASE BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY WILL NOT BE DEEMED TO IMPLY THAT A RESOLUTION OR ORDINANCE WILL BE ENACTED, AND NO APPROVAL WILL CREATE ANY BINDING CITY OBLIGATIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE,

TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS LEASE WITHOUT THE REQUIRED APPROVALS.

**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 lease 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**

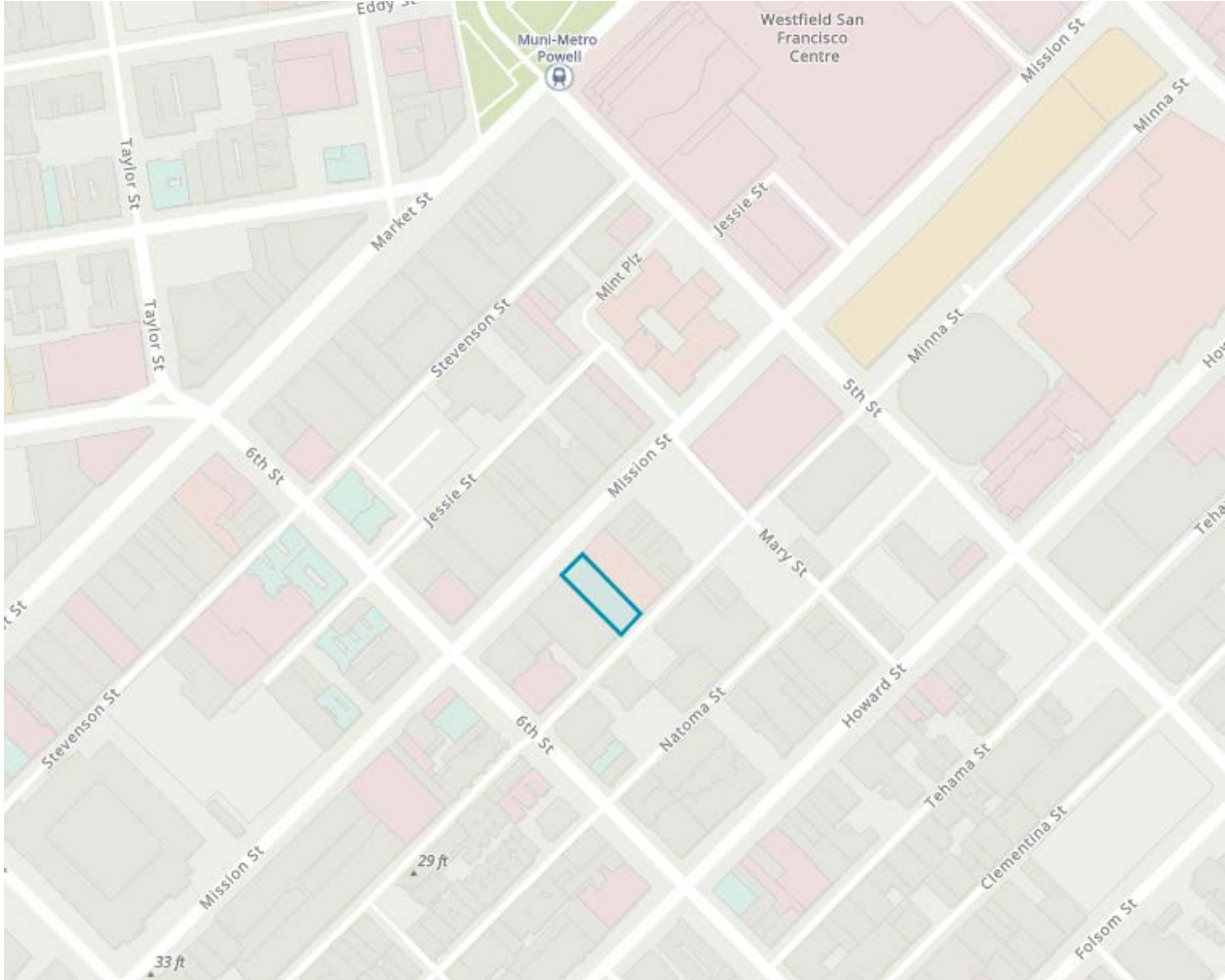
Subject to final recommendations by the City's Risk Manager, the Tenant will be required to maintain, at a minimum throughout the Term, insurance in the following coverages and amounts.

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

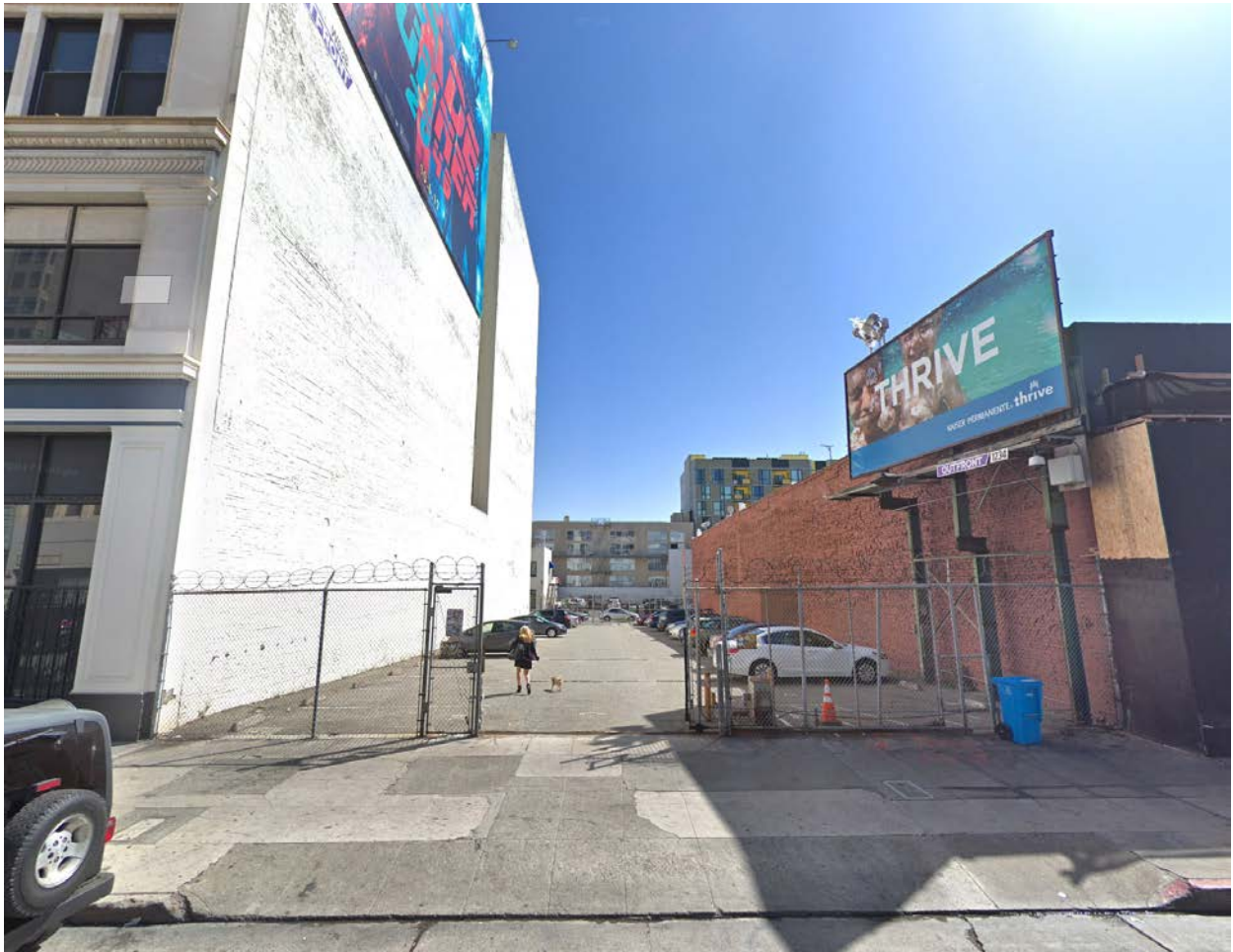
The Tenant will be required to meet the City's additional insurance and indemnity requirements, which will be included in the Lease. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or 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**



**967 Mission Street - Photo of Premise**



Note: Billboard to front left of photo above to be removed prior to start of interim use.

**Attachment 1**

**RFP Submittal Checklist**

See attached spreadsheet

**Attachment 2**

**RFP Registration Form**

**967 Mission 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: \_\_\_\_\_

---

<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.