



City and County of San Francisco  
Recreation and Park Department

McLaren Lodge in Golden Gate Park

501 Stanyan Street, San Francisco, CA 94117

TEL: 415.831.2700 FAX: 415.831.2096 WEB: <http://parks.sfgov.org>

## **Request For Qualifications For the Operation of Bike Rental Concessions**

**CITY AND COUNTY OF SAN FRANCISCO**  
Gavin Newsom, Mayor

### **SAN FRANCISCO RECREATION and PARK COMMISSION**

Jim Lazarus, President  
Thomas Harrison, Vice President  
Gloria Bonilla, Commissioner  
David E. Lee, Commissioner  
Meagan Levitan, Commissioner  
Lawrence Martin, Commissioner  
Michael J. Sullivan, Commissioner

Philip A. Ginsburg, General Manager

September 15, 2009

### **NOTICE TO INTERESTED PARTIES**

To ensure that you receive any additional information and other releases by the Recreation and Park Department, you must register on the Department's website for this offering at [www.parks.sfgov.org](http://www.parks.sfgov.org).

## Summary of Offering and Scheduling

|                         |  |
|-------------------------|--|
| Opportunity:            | This Concession Opportunity is the right to occupy designated areas on property owned by the City pursuant to a lease Agreement for the purpose of managing, marketing and operating bike rental concessions in various City parks.  |
| Location:               | The selected locations will be mutually agreed upon at time of award. The Department will consider proposals for various Parks around the City and will work with the selected respondent to determine appropriate sites. GGP Potential sites include Civic Center, Golden Gate Park, Justin Hermann Plaza, and Marina Green..   |
| Financial Requirements: | The selected respondent will be required to pay the <i>greater of</i> either (a) the proposed Minimum Annual Guarantee of \$25,000 (b) the percentage of the gross revenues specified in the Basic Information to the Recreation and Park Department. Lessee may be responsible for certain aspects of operating and maintaining premises.                             |
| Maximum Lease Term:     | Not to exceed five (5) years in length with a possible three (3) year extension.   |
| Required Uses:          | To manage, market, and operate a bicycle rental concession at various locations within the City. The selected respondent will be required to operate a bicycle rental facility within Golden Gate Park. The Department and selected respondent will mutually determine other suitable locations.   |
| Selection Process:      | The RFP responses will be evaluated by a selection committee and ranked on how well they meet the project objectives and selection criteria described in this RFP. The selection committee will make a recommendation to the Recreation and Park Commission for its independent review and action to enter into exclusive negotiations with the top ranked respondent. |
| Presubmittal Meetings:  | 11:30 A.M. on Wednesday October 14, 2009 in the Commission Room at McLaren Lodge, 501 Stanyan Street.  |
| Proposal Due Date:      | No later than November 5, 2009 at 5:00 P.M.<br>Responses shall be submitted via email to<br>Nicholas.Kinsey@sfgov.org  |
| Contact:                | Nicholas Kinsey<br>Recreation and Park Department<br>501 Stanyan Street<br>San Francisco, CA 94117<br>(415) 831-2774<br>Nicholas.Kinsey@sfgov.org  |

# Request for Proposals for Master Bike Rental Concession

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### **Appendices:**

- A. Human Rights Commission Form
- B. List of Recreation and Park Department Properties

## **I. Introduction**

The Recreation and Park Department (the “Department”) of the City and County of San Francisco (the “City”) is soliciting proposals from qualified respondents to manage and operate bicycle rental concessions within properties under the jurisdiction of the Department. The Department and any selected respondents will jointly determine the locations of the bicycle rental concessions.

## **II. The Opportunity**

The Department desires to expand bicycle rental opportunities available to park users. In order to accomplish this, the Department will allow bicycle rental concessionaires in a number of parks City-wide. Currently, this amenity is available only at the Marina Green and at Stow Lake in Golden Gate Park.

The location of these concessions will be jointly decided upon by the City and the selected respondent. The vendor will be required to operate a bicycle rental facility in Golden Gate Park. Other Park locations around the City to be mutually determined by the City and the selected respondent. Potential sites include Civic Center, Justin Hermann Plaza and Marina Green. Respondents are asked to specify in their proposal the parks in which they would like to operate. The Department will consider allowing bike rental concessions in any other appropriate locations. As part of the selection and lease negotiation processes, Department staff will review the proposals and work with neighborhood groups and neighborhood merchants to determine the appropriateness of each proposed location. Within Golden Gate Park, the Department proposes relocating the bicycle rental facility from the Stow Lake Boathouse to behind the Bandshell in the Music Concourse.

The Department envisions a series of bike rental facilities in parks around the City that will allow park users to rent a bike at one location and return it at another. For a complete listing of City Parks, please see Exhibit B.

### **A. Operating Requirements**

Signage- All signage is subject to the Department’s written approval.

Storage-Unless the concessionaire is specifically authorized in writing, no equipment or supplies shall be stored on Park property. No item shall be placed upon any public space, including the ground adjacent to the leased premises without advance written approval from the Department.

Security- The concessionaire at its sole cost and expense shall be responsible for maintaining security at the location and will be required to cooperate with the Department to ensure security of the surrounding area.

Safety and Maintenance- Each proposal should include a detailed outline of maintenance schedules and safety precautions required for the operation of the concession, as well as staff qualifications and certifications, if applicable.

Staff- The concessionaire will be required to have sufficient number of staff to ensure proper operation of each location.

## B. The Surrounding Environment

Located within San Francisco's Parks, each location must be sensitive to the recreational activities that occur within those parks. All proposals submitted should be of a nature and a scale such that they do not infringe upon those activities. The Department will establish operational restrictions for each location.

## C. Hours

The City will establish minimum hours of operation for each location. Failure to comply with minimum schedule without Department approval may result in the loss of the location.

During periods of inclement weather, lessee may choose to not operate any or all of the locations. Base Rent, however, will not be adjusted because of closures due to weather.

## D. Revenue History

Currently, bicycle rental concessionaires operate at the Stow Lake Boathouse in Golden Gate Park and the Marina Green (operation of this concession began in May 2009). Below is the revenue history for bicycle rentals at the two locations. At both locations, the bicycle rentals are operated subject to a sublease managed by the Department's concessionaire for the facility. At Stow Lake the Department receives 50% of gross revenue from bike rentals and at the Marina green, the Department receives 20% of gross revenue.

| Fiscal Year | Gross Bike Rentals at Stow Lake |
|-------------|---------------------------------|
| FY 02/03    | \$32,631                        |
| FY 03/04    | \$32,327                        |
| FY 04/05    | \$33,623                        |
| FY 05/06    | \$36,262                        |
| FY 06/07    | \$36,875                        |
| FY 07/08    | \$43,465                        |
| FY 08/09    | \$44,641                        |

| Month     | Gross Bike Rentals at Marina Green |
|-----------|------------------------------------|
| May 2009  | \$2,000                            |
| June 2009 | \$6,000                            |
| July 2009 | \$10,000                           |

## E. Bike Sharing

The City of San Francisco is currently exploring the possibility of implementing a bike sharing program. Such programs are designed to allow City residents and visitors the opportunity to use a bicycle for short trips around the City, thus reducing reliance on private automobile and public transportation. Bike sharing programs generally require an annual or daily membership fee and allow participants to use a bike free of charge for the first 30 minutes, with an escalating fee thereafter.

The Department desires to establish a trial bike sharing program with multiple pods throughout Golden Gate Park. In accomplishing this goal, the Department would like to enter into a partnership with the selected bicycle rental concessionaire to create and operate the bike sharing program.

Respondents are asked to submit with their proposal, an outline of how they will integrate the bike sharing trial within Golden Gate Park into their operational plan. Such outline shall include a commitment to work with the City in pursuing bike sharing in Golden Gate Park.

### **III. Proposed Rent and Key Lease Terms**

Upon successful completion of negotiations with the selected Respondent, the Department anticipates entering into a lease for bike rental concessions. This Section briefly describes key lease terms required by the Department. In the submittal, Respondents will be required to indicate acceptance of these terms, and to make a proposal that is consistent with these terms. The actual terms of the lease will be negotiated with the Department staff and are subject to final approval by the San Francisco Recreation and Park Commission, and, if required, by the San Francisco Board of Supervisors.

Lessee shall pay to City each year of the term of this Agreement the greater of either: A) Base Rent, or B) Percentage Rent.

#### **A. Base Rent**

Respondent shall propose an Minimum Annual Guarantee to the City as a base rent payment. The proposed minimum base rent is \$25,000 per year.

The base rent in turn is to be divided into 12 equal monthly payments to be made monthly during each year of the term.

Annual CPI Increase -Effective each anniversary date, the then current rent shall increase at the lesser of the current CPI or 3%.

#### **B. Percentage Rent**

Proposals must also include an exact Percentage Rent proposal payable on gross receipts. The proposal should detail an exact percentage for each revenue stream to be paid monthly to the Department. The higher of the monthly Base Rent or the monthly Percentage Rent would be payable. In any month in which the Percentage Rent does not exceed the Base Rent, only the Base Rent would be payable.

#### **C. Final Accounting.**

Within twenty-one (21) days after each anniversary date, lessee shall provide an accounting to the City reflecting all sums received by lessee and in which the City is entitled to share pursuant to the Agreement. Such accounting shall be in a form approved by the City and shall contain such substantiation as the City may reasonably require.

#### **C. Term**

Not to exceed five (5) years in length with a possible three (3) year extension.

#### **D. Maintenance/Repairs**

Lessee shall keep the premises and all fixtures and equipment clean, neat, safe, 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 dispose of trash in containers provided by lessee that are large enough to adequately serve the needs of the facility.

Notwithstanding the above, City shall maintain, repair and keep in good condition the Park area in which the Premises are located, including gardening and landscaping services, and any exterior bathrooms.

**E. Subordination**

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

**F. Security Deposit and Performance Bond**

In connection with the lease, the selected lessee, upon signing the lease, will be required to provide a security deposit equal in the amount of \$5,000 for the initial location. This may be in the form of a Time Certificate of Deposit or an Irrevocable Letter of Credit.

**G. Insurance Requirements**

Lessees will be required to retain insurance policies as directed by the Department.

**H. HRC Certification**

At the time the lease is executed, the lessee must have been certified by the City’s Human Rights Commission (“HRC”) to be in compliance with Chapter 12B of the San Francisco Administrative Code, including certification of compliance with the City’s Nondiscrimination in Benefits (“Domestic Partners Benefits”) Ordinance. In order to obtain such certification, the lessee will be required to submit to HRC a “Chapter 12B: Nondiscrimination in Contracts and Benefits” form (Form HRC-12B-101).

**I. City Contracting Requirements**

The lessee shall comply with all applicable City contracting requirements, including, without limitation, the City’s Non-Discrimination in Benefits Ordinance, Minimum Compensation Ordinance, Health Care Accountability Ordinance, First Source Hiring Program, and Conflict of Interest Ordinance.

**IV. RFP Schedule and Selection Process**

**A. Schedule**

|  |   |
|--|---|
| RFP issued:  | September 15, 2009  |
| Pre-submittal conference and tour:                                   | 11:30 A.M. on October 14, 2009 in the Commission Room at McLaren Lodge, 501 Stanyan Street. |
| Deadline for submission of written questions:                        | October 21, 2009  |
| Proposal deadline:   | November 5, 2009 at 5:00 P.M.   |
| Recreation and Park Commission consideration of selected respondent: | November 2009   |
| Lease negotiations:  | November and December 2009  |
| Recreation and Park Commission approval of Lease:                    | December 2009   |

## **B. Pre-Submittal Conference and Questions**

Interested parties are strongly encouraged to attend a pre-submittal conference at 11:00 A.M. on October 14, 2009 in the Commission Room at McLaren Lodge, 501 Stanyan Street.

Department staff will address questions and provide any new information then available at the pre-submittal conference. Questions may be answered orally at the conference. Department staff also will provide written responses to substantive and procedural questions raised at the pre-submittal conference, which may clarify oral responses previously given. Only written responses will be deemed final.

Any requests for information or clarification of this RFP other than those raised at the pre-submittal conference must be submitted in writing by email to Nicholas Kinsey at [Nicholas.Kinsey@sfgov.org](mailto:Nicholas.Kinsey@sfgov.org) before October 21, 2009. Except for inquiries at the pre-submittal conference, no oral inquiries will be answered.

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

## **C. Submittal Contents**

Proposals submitted in response to this RFP must meet the specifications set forth herein. Any major deviation from these specifications will be cause for rejection of the proposal at the City's discretion. The content and sequence of the proposals are to be as follows:

### **1. Cover Letter**

A cover letter should be provided describing the respondent, the name and address of the entity submitting the proposal, the date the entity was established, and the name, address, and telephone number of the person 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. Proposal Summary**

A brief synopsis of the highlights of the proposal should be presented which summarizes the key benefits of the proposal to the City. The summary should specify in which aParks the respondent proposes to operate a bicycle rental facility.

### **3. Statement of Qualifications**

- A description of history, principal ownership structure, and staff of respondent.

- The respondent's financial position, including most recent financial statements.
- Experience and abilities in managing similar facilities.
- Documentation that the respondent has the capacity to manage and operate the concession.
- Written references from relevant professionals or companies with whom respondent has worked.

Each respondent must individually or collectively, in the case of an entity or joint venture, possess the following minimum experience to be considered as a possible candidate for this opportunity:

- Three years experience in fully managing a business of the nature of this opportunity.
- Sufficient financial capacity to undertake this concession opportunity including the ability to adequately purchase and maintain a fleet of bicycles.
- The ability to obtain all required insurance policies required.

Respondents must fully describe and present adequate proof of experience and financial capacity through factual records and/or signed letters of reference. Should any person or entity not be able to satisfy the above mentioned minimum qualifications, the City shall deem any proposal submitted by such individuals or entities as "non-responsive" and will not consider any additional submitted information.

#### **4. Department Goals and Objectives**

The proposal should demonstrate how it would advance the Department's goals, as outlined below:

- Provide additional amenities to the public.
- Enhance the experience of Park users.
- Promote bicycle in the City's Parks.
- Assist the City in developing a bike sharing program.
- Provide revenue to the Department.

#### **5. Business and Marketing Plan**

A Business and Marketing Plan describing respondent's plans for operating the facility on an on-going basis should be included. At a minimum, the Business and Marketing Plan should describe:

- How the respondent would market, promote and advertise the concession.
- The market for the services proposed including identifying competitors and unique features of the proposed project that will meet the market demands.
- How respondent plans to operate the venture proposed.

- Identified partners for the project, if any.
- An operational plan for each of the Parks in which the respondent proposes to operate.
- A description of any improvements to the property with estimated cost and value.
- Systems for handling payments including receipts, cash handling procedures, reporting and audit trail.
- Job creation for economically disadvantaged persons.

**6. Statement of Proposed Financial Terms**

At a minimum, the Statement of Proposed Financial Terms should state the following:

- Minimum Annual Guarantee as Base Rent to be paid to the City, described in Section III above.
- Percentage Rent Formula on net gross receipts (gross receipts less applicable sales tax) of the proposed project to be paid to the City, including percentage figures by revenue stream.
- All other proposed lease terms so the City fully understands the intent and basis of the proposal.

**7. Financial Projections for the Project**

Describe and illustrate with projections the key financial components of the respondent’s proposal. Respondents should include projections of income and expenses, including projections of total rental income to be paid to the Department over the term of the lease. Clearly state assumptions to a degree sufficient for the Department to judge the validity of the assumptions. Respondents are expected to conduct their own market research to identify potential demand, along with any other research necessary to justify any assumptions and projections that they may make.

**8. Bike Sharing Programs**

Each proposal should detail how the respondent will integrate the trial bike sharing program in Golden Gate Park as detailed in Section II into their operation.

**D. Submittal Deadline**

|                                      |                               |
|--------------------------------------|-------------------------------|
| <b>Submittal Deadline:</b>           | November 5, 2009 at 5:00 P.M. |
| <b>Email Address for Submittals:</b> | Nicholas.Kinsey@sfgov.org     |

In order to reduce the amount of paper and other resources used in generating RFP proposals, the Department will only accept proposals submitted electronically. Proposals must be **sent by email** to:

Nicholas Kinsey

The Department must receive each proposal not later than November 5, 2009 at 5:00 P.M. clearly marked Master Bike Rental in City Parks in the subject line. Proposals sent after November 5, 2009 at 5:00 P.M. will not be accepted.

A respondent may revise a proposal on its own initiative at any time before the deadline for submission of proposals specified above. A revised proposal must be received before the proposal submission deadline. In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal submittal deadline for any respondent.

**Late proposals and proposals sent by standard mail or facsimile will not be accepted.**

## **V. Evaluation of Proposals and Award**

### **A. Selection Process Generally**

All proposals will be evaluated by the Department in accordance with the criteria and procedures identified in this RFP. Without limiting any of its rights described in Section VII below, the Department reserves the right at its discretion to make a selection based directly on the proposals submitted or to negotiate further with one or more of the respondents. The respondent selected under this RFP will be chosen on the basis of its apparent ability to best meet the overall objectives of the City, as ultimately determined by the Recreation and Park Commission in its sole and absolute discretion.

Each proposal will be initially reviewed by the Department staff for demonstration of meeting minimum qualifications, completeness, responsiveness, and adequacy of documentation. Proposals with significant deficiencies in these areas may receive no further consideration.

A selection panel shall assist staff with this review and shall score the proposals according to the point system and criteria listed in this RFP. Interviews with individual respondents and/or public presentations may be required. In addition, staff may, at its sole discretion, independently investigate the qualifications of certain respondents and/or conduct interviews with members of certain respondents' team. The Department reserves the right to request clarification or additional information from a respondent.

### **B. Selection Criteria**

#### **1. Minimum Qualifications**

Each respondent must individually or collectively, in the case of an entity or joint venture, possess the following minimum experience to be considered as a possible candidate for this opportunity:

- Three years experience in fully managing a business of the nature of this opportunity.
- Sufficient financial capacity to undertake this concession opportunity including the ability to operate, or hire qualified staff to operate, the concession.

- The ability to obtain all required insurance policies required and all necessary leases and licenses required by the City.

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

## 2. Evaluation Criteria

A selection committee will use the following criteria in evaluation the responses to the RFP:

|    | <b>Evaluation Criteria</b>  | <b>Points</b> |
|----|---|---------------|
| a. | <p><b>Experience, Qualifications, and Financial Capability:</b></p> <ul style="list-style-type: none"> <li>• Experience in managing and operating projects of comparable size, visibility and expense.</li> <li>• Experience and qualifications of respondent and key personnel related to consistent quality management, maintenance, and operation of other business enterprises.</li> <li>• Demonstrated experience, history, or relationships in providing goods and services.</li> <li>• The respondent's ability to finance the proposed project.</li> <li>• The respondent's overall financial track record.</li> </ul>  | 30            |
| b. | <p><b>Business Plan, Marketing Plan:</b></p> <ul style="list-style-type: none"> <li>• Consistency of the proposed project with the goals and objectives of the Recreation and Park Department, as outlined in the RFP.</li> <li>• Viability of proposed use plan.</li> <li>• The scope, nature and quality of the proposed bicycle rental facilities.</li> <li>• Project's ability to enhance the experience of park users.</li> <li>• Respondent's plan and capacity to market and promote the facility.</li> <li>• Respondent's commitment to collaborating with the City in implementing a bike sharing program.</li> <li>• Project's ability to promote bicycle usage in City Parks.</li> </ul> | 30            |
| c. | <p><b>Proposed Financial Terms:</b></p> <ul style="list-style-type: none"> <li>• The proposed annual rent, including percentage rents, which shall not be lower than the specified minimum rent.</li> <li>• Additional revenues from all participation structures proposed.</li> <li>• Amount of total projected revenue to the City and the reasonableness of respondent's underlying assumptions.</li> </ul>  | 40            |
|    | Total points  | 100           |

## C. Selection Committee

Following the Department's receipt of submittals, the Department will implement the following evaluation process of timely, complete and responsive submittals from qualified Request for Proposals

respondents. A selection committee consisting of City staff and other appropriate parties will evaluate the submittals of each respondent based on the minimum qualifications and selection criteria outlined above. Selected respondents may be interviewed by the selection committee. Those submittals meeting the minimum qualifications will be scored and ranked by the selection committee.

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

#### **D. Lease Negotiations**

For an exclusive negotiating period of 60 days, after the Commission finalizes its selection or selections, selected respondent must submit a \$1,000 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 Commission for approval.

In the event the General Manager of the Department determines that such negotiations are not proceeding satisfactorily, the City may, upon approval by the Commission, commence negotiations with another respondent or begin the selection process and the City will retain the deposit as liquidated damages and the respondent shall not be entitled to any refund.

### **VI. Terms and Conditions for Receipt of RFP**

#### **A. Errors and Omissions in RFP**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

#### **B. Inquiries Regarding RFP**

Inquiries regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed via email to:

Nicholas Kinsey

Nicholas.Kinsey@sfgov.org

#### **C. Objections to RFP Terms**

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

## **D. Change Notices**

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

## **E. Term of Proposal**

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

## **F. Revision of Proposal**

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

## **G. Errors and Omissions in Proposal**

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

## **H. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

## **I. Proposer's Obligations under the Campaign Reform Ordinance**

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of

either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. **Criminal.** Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. **Civil.** Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. **Administrative.** Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

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

## **J. Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts 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.

**K. Public Access to Meetings and Records**

If a proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

**L. Reservations of Rights by the City**

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

**M. No Waiver**

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

**N. Protests.**

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition,

the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

- **Protest of Contract Award**

Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

- **Delivery of Protests**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Virginia Dario Elizondo  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Pl.  
San Francisco, CA 94102

## **Exhibit A**

### **Human Rights Commission Forms**

The Human Rights Commission enforces San Francisco's Nondiscrimination in Contracts Laws. These laws include provisions prohibiting discrimination in employee benefits and public accommodations based on marital and domestic partner status and in most cases require that City contractors provide domestic partner benefits equal to those offered to spouses of their employees.

At the time the Lease is executed, the Lessee must have been certified by the City's Human Rights Commission ("HRC") to be in compliance with Chapter 12B of the San Francisco Administrative Code, including certification of compliance with the City's Nondiscrimination in Benefits ("Domestic Partners Benefits") Ordinance. In order to obtain such certification, the Lessee will be required to submit to HRC a "Chapter 12B: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101).

The appropriate forms are available on the City's web site at the following location:

<http://www.sfgov.org/site/uploadedfiles/sfhumanrights/forms/12b101.pdf>

## Exhibit B

### Recreation and Park Department Properties

|                                     |
|-------------------------------------|
| Adam Rogers Park                    |
| Alamo Square                        |
| Alice Chalmers Playground           |
| Alice Marble Courts                 |
| Alioto Mini Park                    |
| Allyne Park                         |
| Alta Plaza Park                     |
| Angelo Rossi Park                   |
| Aptos Playground                    |
| Argonne Playground                  |
| Ashton & Lakeview Mini Park         |
| Baden & Joost Street Mini Park      |
| Balboa Park                         |
| Bayview Hill Natural Area           |
| Beaver & Noe Mini Park              |
| Beiderman & O'Farrell Mini Park     |
| Bernal Heights Natural Area         |
| Bessie Carmichael Park              |
| Billy Goat Hill                     |
| Boeddeker Park                      |
| Bonview Open Space                  |
| Brewster & Franconia St. Mini Park  |
| Bright & Randolph Mini Park         |
| Broadway Tunnel East Mini Park      |
| Broadway Tunnel West Mini Park      |
| Broderick & Bush Street Mini Park   |
| Brooks Park                         |
| Brotherhood & Head Street Mini Park |
| Buchanan Street Mall                |
| Buena Vista Park                    |
| Cabrillo Playground                 |
| Campbell Rutland Mini Park          |
| Cayuga & Lamartine Mini Park        |
| Cayuga Playground                   |
| Chester Street Mini Park            |
| Chestnut & Kearny Mini Park         |

|                                 |
|---------------------------------|
| Chinese Playground              |
| Chinese Recreation Center       |
| Coleridge & Esmerelda Mini Park |
| Corona Heights Open Space       |
| Coso & Precita Mini Park        |
| Cottage Row Mini Park           |
| Cow Hollow Playground           |
| Crocker Amazon Playground       |
| Diamond Heights Open Space      |
| Dolores Park                    |
| Dorothy Erskine Open Space      |
| Douglass Playground             |
| Duboce Park                     |
| Duncan & Castro Open Space      |
| Dupont Courts                   |
| Edgehill Mountain               |
| Edwards St. Mini Park           |
| Esprit Park                     |
| Eugenia & Prentice Mini Park    |
| Everson & Digby Open Space      |
| Excelsior Playground            |
| Fairmount Open Space            |
| Fay Park & House                |
| Fillmore & Turk Mini Park       |
| Frank McCoppin School Yard      |
| Franklin Square                 |
| Fulton Playground               |
| Garfield Square Playground      |
| Geneva Ave Strip                |
| George Christopher Playground   |
| Gilman Playground               |
| Glen Park Canyon Open Space     |
| Glen Park Recreation Center     |
| Golden Gate & Steiner Mini Park |
| Golden Gate Heights Park        |
| Golden Gate Park                |
| Grandview Hts                   |
| Grandview Park & Extension      |
| Grattan Playground              |
| Hamilton Recreation Center      |
| Hawk Hill Open Space            |
| Hayes & Valley Mini Park        |

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|---|
| Hayes Valley Playground                 |
| Helen Wills Playground                  |
| Herz Playground                         |
| Hillcrest Gym                           |
| Hilltop Park                            |
| Holly Park                              |
| Howard & Langton Mini Park              |
| Huntington Park                         |
| Hyde & Turk Street Mini Park            |
| Hyde & Vallejo Mini Park                |
| Hyde & Washington Mini Park             |
| Ina Coolbrith Park                      |
| India Basin Shoreline Park              |
| Interior Green Belt                     |
| J. P. Murphy Playground                 |
| Jackson Playground                      |
| James Lang Field                        |
| Japantown Peace Plaza                   |
| Jefferson Square                        |
| Joe DiMaggio Playground                 |
| Jose Coronado Playground                |
| Joseph L. Alioto Performing Arts Piazza |
| Joseph Conrad Square                    |
| Joseph Lee Recreation Center            |
| Julius Kahn Playground                  |
| Junipero Serra Playground               |
| Juri Commons Mini Park                  |
| Justin Herman Plaza                     |
| Kelloch & Velasco Park                  |
| Kezar Stadium/Pavilion Kezar Stadium    |
| Kite Hill                               |
| Koshland Park                           |
| Lafayette Park                          |
| Laguna & Page Mini Park                 |
| Lake Merced                             |
| Larsen Park                             |
| Laurel Hill Playground                  |
| Lessing & Sears Mini Park               |
| Lincoln Park                            |
| Little Hollywood Park                   |
| Louis Sutter Playground                 |
| Lower Great Highway                     |

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| Margaret Hayward Playground              |
| Marina Green                             |
| Marini Plaza                             |
| Maritime Plaza                           |
| Martin Luther King Pool                  |
| McCoppin Square                          |
| McKinley Square                          |
| McLaren Park                             |
| Merced Heights Playground                |
| Michelangelo Playground                  |
| Midtown Terrace Playground               |
| Minnie & Lovie Recreation Center         |
| Miraloma Playground                      |
| Mission Playground                       |
| Mission Pool                             |
| Mission Recreation Center - Harrison St. |
| Mission Recreation Center - Treat St.    |
| Moscone Recreation Center                |
| Mount Davidson Park                      |
| Mount Olympus                            |
| Mountain Lake Park                       |
| Mullen & Peralta Open Space              |
| Noe Valley Courts                        |
| North Beach Pool                         |
| O'Shaughnessy Cliff                      |
| O'Shaughnessy Hollow                     |
| Palace of Fine Arts                      |
| Palega Recreation Center                 |
| Palou & Phelps Mini Park                 |
| Palou & Selby Mini Park                  |
| Parkside Square                          |
| Peixotto Playground                      |
| Pine Lake Park                           |
| Ping Yuen Housing                        |
| Portsmouth Square                        |
| Potrero del Sol Park                     |
| Potrero Hill Mini Park                   |
| Potrero Hill Playground                  |
| Potrero Hill Recreation Center           |
| Precita Park                             |
| Presidio Heights Playground              |
| Randall Museum                           |

|                                   |
|-----------------------------------|
| Raymond Kimball Playground        |
| Reis Tract/Greenway               |
| Richmond Playground               |
| Richmond Police Station Mini Park |
| Richmond Recreation Center        |
| Rochambeau Playground             |
| Rock Outcropping Open Space       |
| Rolph Playground                  |
| Rolph-Nichol Park                 |
| Rosa Parks Senior Center          |
| Rossi Pool                        |
| Russian Hill Open Space           |
| Saturn St. Steps Open Space       |
| Sava Pool                         |
| Sergeant John Macaulay Park       |
| Seward St. Mini Park & Extension  |
| Sigmund Stern Grove               |
| Silver Terrace Playground         |
| Silver Tree Day Camp              |
| South of Market Recreation Center |
| South Park                        |
| South Sunset Playground           |
| St. Mary's Recreation Center      |
| St. Mary's Square                 |
| States St. Playground             |
| Sunnydale Recreation Center       |
| Sunnyside Conservatory            |
| Sunnyside Playground              |
| Sunset Recreation Center          |
| Tank Hill                         |
| Twin Peaks                        |
| Union Square                      |
| Upper Noe Recreation Center       |
| Visitacion Valley Playground      |
| Visitacion Valley School Yard     |
| Walter Haas Playground            |
| Washington Square                 |
| West Portal Clubhouse             |
| West Portal Playground            |
| West Sunset Playground            |
| Woh Hei Yuen Recreation Center    |
| Youngblood Coleman Playground     |