City and County of San Francisco

Request for Proposals for

_____________ Plaza Stewardship

DRAFT

Issued by: Office of Economic & Workforce Development
Date issued: ____________, 2014
Proposals due: 5p.m., ____________, 2014
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**Appendices:**

A. SF Plaza Program Overview

B. License Agreement

*[If grant also being offered, add the following and change “C. Standard Forms:” below to “D. Standard Forms:”]*

C. Agreement for Grant (Form G-100)

C. Standard Forms: Listing and Internet Addresses of Forms related to Taxpayer Identification Number and Certification and to Chapters 12B and 12C, and 14B of the San Francisco Administrative Code.
I. Introduction and Schedule

A. General

The City and County of San Francisco (“City”), acting through its Office of Economic & Workforce Development (“OEWD”), is issuing this request for proposals (“RFP”) for the stewardship of the ______________ Plaza (“Plaza”) for up to five years. [If grant also being offered, add following: Up to $__________ in grant funds (“Grant Funds”) may be available to support approved or required stewardship activities (detailed in section II below).]

The Plaza is comprised of approximately ______ square feet, and is bordered by ______________________________. OEWD is seeking qualified non-profit organizations with the capacity, experience, and creativity to foster the stakeholder use and enjoyment of the ______________ Plaza while maintaining it in an inviting and clean condition.

B. Schedule

The anticipated schedule* for awarding a stewardship [If grant also being offered, add following: and any related grant] is as follows:

<table>
<thead>
<tr>
<th>Proposal Phase</th>
<th>Date*</th>
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<tbody>
<tr>
<td>RFP is issued by the City</td>
<td>____________, 2014</td>
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<tr>
<td>Deadline for submission of written questions</td>
<td>____________, 2014</td>
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<tr>
<td>or requests for clarification</td>
<td>____________, 2014</td>
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<tr>
<td>Answers to questions posted online</td>
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<td>Proposals due</td>
<td>____________, 2014</td>
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<td>____________, 2014</td>
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<tr>
<td>Submission of proposed license to City’s Board of Supervisors</td>
<td>____________, 2014</td>
</tr>
</tbody>
</table>

*Each date is subject to change. Check website for latest schedule.
II. Program Area and Scope of Work

A. Program Area

Created in 2014, the San Francisco Plaza Program (“Plaza Program”) provides for the activation, management, and/or maintenance of designated “City Plazas” by non-profit organizations that have a strong neighborhood connection with those plazas. The Plaza Program goals and process are further described in the SF Plaza Program Overview attached to this RFP as Appendix A. A steward is selected through a public process to activate, manage and/or maintain its respective plaza for ___ years in compliance with the San Francisco Plaza Program Regulations (“Program Regulations”) and a license agreement between the City and the steward.

Through this RFP, City is seeking a steward for the Plaza. [Insert specific site context and background of plaza.]

B. Scope of Work and Permitted Uses

In furtherance of the Plaza Program, OEWD is seeking proposals for a nonprofit organization to become the Plaza steward for up to five years under a License Agreement in substantially the form attached to this RFP as Appendix B (“License Agreement”). The License Agreement fully details the permitted Plaza activities and steward obligations (collectively, the “Scope of Work”), which include, but are not limited to, the following:

1. Activation and Management

[Insert specific activation requirements for the Plaza, e.g.:

a) Create and manage diverse public activities and events at the Plaza, marketing them to residents, businesses, and stakeholders in the neighborhood surrounding the Plaza while attracting visitors from other areas to discover this neighborhood

b) Develop a comprehensive strategy to foster community use of, and connection to, the Plaza

c) Obtain all regulatory permits (including those required by City in its regulatory capacity) needed for Plaza activities and uses initiated or permitted by the steward at the Plaza

d) Following the selection procedures described in Section ____ of the License Agreement, select providers (each, a “Concessionaire”) to sell food, beverages, and other items at the Plaza to the extent permitted under applicable law

e) Coordinate Concessionaire activities and planned events and activities with City’s reserved uses]

2. Maintenance

[Insert specific maintenance requirements for the Plaza, e.g.}
a) *Regular removal of trash, recyclables, and green waste*

b) *Regular Plaza cleaning and landscape maintenance*

c) *Repair of damaged improvements*

3. **Insurance**

   a) Carry, during the term of the License Agreement, third party insurance with an insurer with a Best’s rating of at least A-, VIII.

   b) Coverage should provide for amounts and limits determined appropriate by City in a form and with carriers acceptable to the Director of the Real Estate Division of City’s Office of the City Administrator (“RED”), in consultation with the City’s Risk Manager.

   c) Insurance coverage should include, but not be limited to, comprehensive general liability, workers’ compensation, property insurance on the premises, automobile liability, personal property, builder’s risk (if applicable), host liquor and food products liability insurance, and any other insurance required by law. The City and County of San Francisco must be named as an additional insured on all liability policies.

4. **Annual Budgets and Accounting**

   a) Deposit all revenues received by steward from the activation or use of the Plaza (including payments made by Concessionaires) in an approved bank account, with all such revenues to be used only for the performance of the Scope of Work.

   b) On or before ________ of each year, submit for City’s approval a 12 month cash flow projection and annual budget itemizing anticipated revenues, materials, or services to be received by steward from the Concessionaires and through Plaza activation and uses, and all anticipated maintenance and management costs for the next [(fiscal)(calendar)] year. The projected budget will be approved by Plaza Program staff [or RED] on or before ________ of each year (“Approved Plaza Budget”).

   c) On or before ________ of each year, submit report of revenues, materials, or services received by steward from the activation or use of the Plaza (including payments made by Concessionaires) (collectively, “Actual Revenues”), and all costs incurred by steward in performing the Scope of Work, including payments for steward’s staff time in performing the Scope of Work (collectively, “Actual Costs”), during the previous (fiscal)(calendar) year, together with supporting documentation.

   d) If Actual Revenues for a year exceed the Actual Costs for that year (which shall not exceed the anticipated costs set forth in the Approved Plaza Budget for that year), such excess amount may be placed in a separate City-approved bank account (“Reserve Fund”). If the Reserve Fund in any year exceeds __________ [insert applicable multiple] of the then applicable Approved Plaza Budget, steward shall deliver such excess amount (“Shared Revenue”) to City to pay for the activation and maintenance of other City Plazas within the Plaza Program. Further restrictions, terms and uses of the Reserve Fund and delivery of Shared Revenue will be detailed in the
License Agreement, such as primarily limiting use of the Reserve Fund for Plaza capital maintenance costs, regular maintenance costs, operating costs, and capital improvements.

5. Program Participation

a) Attend quarterly coordination meetings with Plaza Program staff and annual meetings with Plaza Program staff and other City Plaza stewards to provide updates on progress and discuss activation, management, and maintenance strategies for City Plazas.

b) Commencing on the first anniversary of the License Agreement commencement date, contribute 5% of the Actual Revenues for each following year of the License Agreement term to City as an annual License Agreement fee.

c) Participate in Plaza Program steward surveys.

6. Private Plaza Functions

The Plaza steward may hold up to [insert approved number for Plaza] private functions at the Plaza per year, if any, provided such functions comply with all applicable laws and are reasonably necessary to generate additional revenue for the steward’s performance of its obligations under the Plaza license. A respondent’s submitted proposal must state why it believes such private functions, if any, would be reasonably necessary and, if so, the number and type of private functions the respondent would propose at the Plaza.

[If grant also being offered, add the following section:]

C. Grant Funds

In submitting its response to this RFP, a respondent may request Grant Funds of up to $_________ to support its stewardship activities if it is selected as the Plaza steward. If OEWD elects to award the Grant Funds, the steward will need to execute a grant agreement in substantially the form attached to this RFP as Appendix C (“Grant Agreement”).

Any Grant Funds awarded for the first grant year would be provided during the first fiscal year of the stewardship period, and OEWD would have the option to renew the grant for the following two fiscal years. The awarded Grant Funds could not exceed $_________ in any fiscal year. If OEWD exercises the grant renewal option, the Grant Funds amounts for the following fiscal years would also depend upon the steward’s performance of its Plaza obligations during the previous year and other policy considerations as determined by OEWD.

If the steward receives any Grant Funds, it would need to submit a report (format to be determined) of its use of them during the previous fiscal year and a description and budget of any stewardship activities that would be supported through an award of Grant Funds for the upcoming fiscal year. OEWD retains the discretion to determine any
change in the size of the successive year’s grant or not to exercise its grant renewal option based on the above factors.

This RFP process, and the grant proposals received as a result of it, may be used to justify grant funding decisions for other similar services and/or other funding that becomes available through OEWD or any other City department.]

III. Application Process and Guidelines

A. Questions and Inquiries

Any questions or clarifications should be directed to Robin Havens, Project Manager, (415) 554-5395, robin.havens@sfgov.org. Questions should be submitted in writing, no later than ______________, 2014.

Applicants are encouraged to contact OEWD in advance of the deadline with any questions. A summary of all information, questions, and answers pertaining to this RFP will be posted at OEWD’s website, www.oewd.org by ______________, 2014.

B. Steward Requirements

A respondent may only submit one proposal to this RFP. The following are the requirements and guidelines for all respondents:

1. Eligible Applicants

A qualified respondent must be non-profit corporation under Subchapter F (commencing with Section 501) of Chapter 1 of Subtitle A of the Internal Revenue Code of 1986, as amended, that operates programs based in San Francisco, has a strong, demonstrated connection to the neighborhood in which the Plaza is located, and has a staff with broad based experience and skills to satisfactorily manage and guide the organization and the services proposed in its submitted proposal to this RFP.

2. Organizational Capacity

Qualified respondents must demonstrate experience in the following:

a) Working with public agencies and community stakeholders to successfully activate public spaces.

b) Facilitating Plaza Area stakeholder participation and community engagement.

c) Knowledge of the __________________ [insert applicable neighborhood(s) in the Plaza vicinity].

d) Demonstrate a history of meeting outcome requirements for other similar programs.

[If grant also being offered, add following:
e) Experience managing public grants.]

3. Board of Directors/Leadership/Stability

The board of directors of qualified respondents must have the following qualities:

a) Broad based experience and skills to satisfactorily manage and guide the organization;

b) Be comprised of at least five (5) members that are San Francisco residents or demonstrate a connection to the community in which the Plaza is located.

[If grant also being offered, add the following section:

4. Requirements for Grant Negotiations

If a respondent is selected for grant negotiations through this RFP, it will need to meet the following requirements during negotiations:

a) Provide proof of insurance.

b) Either be an approved City vendor or meet all City vendor requirements and not be on the City Vendor Debarred list. All respondents must be able to become an approved City vendor within 30 days of notice of award or any longer period granted by the City. Vendor application packets can be obtained from the Office of Contract Administration at City Hall, Room 430, and 1 Dr. Carlton B. Goodlett Place San Francisco, California 94102 or downloaded from their website at http://www.sfgov.org/oca.

c) Meet all of the following conditions:

(i) Not be listed on the United States General Services Administration’s List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension.” This list includes the names of parties debarred, suspended, or otherwise excluded by agencies, and the names of contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549;

(ii) Not, within the previous three years, have been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Not be presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in subsection above;
(iv) Not, within the previous three years, have had one or more public transactions (Federal, State or local) terminated for cause or default; or

(v) Not be otherwise presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

5. Collaborations and Planned Contractors

a) Collaborative consortia, joint ventures or a team of organizations with complementary skills and experience are permitted to respond to this RFP. Proposals from collaborative consortia, joint ventures, or teams must designate a lead organization that will serve as the fiscal agent for the partners. This lead organization will be responsible and accountable for effectively and efficiently planning, managing and delivering the services and activities described in this RFP, while providing excellent customer service and achieving the performance outcomes. The lead organization must also demonstrate the management and financial capability needed to effectively and efficiently deliver the proposed services and activities [If grant also being offered, add following: and account for the Grant Funds].

b) If the respondent anticipates using any specific contractors to provide any of the proposed services and activities, a list of such contractors and their background and role should be included with the application.

c) OEWD, and/or any other City departments who use this RFP solicitation as a procurement process for other funds, reserve the right, at their own discretion, to fund select activities or partners, (and remove or eliminate others) within a proposal submitted by a collaborative or group. [If grant also being offered, add the following section:]

d) Applicants may include subgrant arrangements with other organizations; however, these arrangements must be made prior to submission of the proposal. Confirmation of a memorandum of understanding or other formal agreement between the applicant and subgrantee may be requested by OEWD.

6. Conditions of Proposal

a) Submission of a proposal that is properly completed and signed by an owner or officer of the proposing organization who is duly authorized to bind the respondent shall constitute an agreement to accept all conditions, provisions, requirements, and specifications contained in this RFP. If the submitted proposal is a collaboration of multiple parties, it is the responsibility of the lead organization to ensure that all named partners are in agreement with the proposal prior to submission. Submitted proposals shall be binding for one hundred twenty (120) days.

b) All costs incurred by a respondent in developing its proposal shall be the respondent’s responsibility and at its sole cost.

c) By submitting a proposal, a respondent agrees to provide adequate staff to carry out the work described in the proposal if it is awarded the License Agreement [If grant also being offered, add following: and any grant funds it requests in its proposal], and to work with City staff in ensuring that all provisions in the License Agreement [If
grant also being offered, add following: and, if applicable, the Grant Agreement] are met, including timely reporting using City client tracking reporting systems.

d) Any proposal may be rejected if it is conditional, incomplete, and/or deviates from the specifications contained in this RFP. City’s representatives have the right to reject any or all proposals or to waive deviations that are immaterial to performance, although City reserves the right to waive minor defects in its sole discretion. Any such waiver will not excuse a respondent from full performance if the respondent enters into the License Agreement [If grant also being offered, add following: and, if applicable, the Grant Agreement]. If City rejects any submitted proposal, it will deliver justification supporting its reason to the respondent.

IV. Proposal Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by 5:00 p.m. on [____________________]. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered by email to robin.havens@sfgov.org or delivered in person or by mail to the following address:

Office of Economic & Workforce Development
1 Dr. Carlton B. Goodlett Place, Room 448
San Francisco, CA 94102-4689
Attn: Robin Havens

Proposals delivered in person must be left with Myisha Hervey or Phillip Wong.

Any submittals delivered by mail or in person must be in a sealed envelope clearly marked __________ Plaza Activation RFP. Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

B. Proposal Package

The following items must be included in the submittal package:

1. A proposed plan for effecting the Scope of Work (“Plaza Plan”)
2. A proposed Project budget
3. An organizational budget
4. Letters of support

V. Proposal Content

The proposal submitted must be clear and concise. It must demonstrate an understanding of, and respond to, the Plaza management and activation goals described in Section II. The written proposal should include the following information, in the order specified below.
1. Introduction and Executive Summary

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your organization to obligate it to perform the commitments contained in the proposal, and should state that the respondent has read and agrees to the terms and conditions set forth in this RFP. Submission of the letter will constitute a representation by your organization that it is willing and able to perform the commitments contained in the proposal.

2. Organization Background Contact Information:

a) Organization name, address, and website.
b) Approved City Vender Number (if applicable).
c) Provide a brief description of your organization, including its mission, history, and a list of its programs.
d) Executive Director’s name, phone number, and e-mail address.
e) Contact person’s name, title, phone number, and e-mail address.
f) Organization’s board members (identifying which members are San Francisco residents or specifying other specific affiliation to the neighborhood (e.g., business owner or property owner) and schedule of its regularly scheduled 2014 board meetings.
g) Provide evidence of your organization’s non-profit and corporate legal status.

3. Organization Qualifications

a) Describe your organization’s experience relative to the Scope of Work and its experience and track record in implementing goals and activities similar to your submitted Plaza Plan.
b) Describe your organization’s existing ties to the neighborhood in which the Plaza is located.
c) Describe a logical relationship between your organization, its mission, and your submitted Plaza Plan.
d) Describe your capacity to perform stewardship obligations during the entire term of the License Agreement, including monetary and non-monetary resources that your organization can devote to the Scope of Work.
e) Describe any incidences in which your organization filed for bankruptcy individually within the past 10 years, including the date of filing, circumstances and status.
f) Describe any pending legal proceedings or actions that have been filed against your organization within the past 10 years, including the dates the complaints were filed and the present status of the litigation.
4. Staff Qualifications

a) Identify the individuals who will work on this project on behalf of your organization and their names, job titles, and related skills and experience.

b) Identify the fiscal and data management staff of your organization or fiscal sponsor, and describe their experience and qualifications.

5. Community Initiative

a) Organizations that have demonstrated community support for their submitted proposal for the Scope of Work ("Plaza Plan") will be considered to be stronger partners for the Plaza Program. If applicable, describe the community in which the Plaza is located and its support of your proposed Plaza Plan. Applicants must provide letters of support from key community stakeholders, including but not limited to adjacent properties/businesses, nearby institutions (such as churches or schools), elected officials, other nonprofit groups, neighborhood or block associations, Community Benefit Districts, Business Improvement Districts, or neighborhood residents. At least six (6) letters of support for your proposed Plaza Plan are recommended.

b) Describe previous community planning efforts (initiated by the respondent or other organization or agency) that relate to your proposed Plaza Plan. If such plans have not been developed, the respondent should demonstrate results or outcomes from a community workshop that focused on public space, open space, or neighborhood planning. If no visioning workshops have been conducted, the respondent’s rating for Community Initiative will be determined on the strength of the required letters of support for its proposed Plaza Plan, and whether or not the organization has secured funds for the project.

6. Program Design, Site and Feasibility

a) Explain how you would finance the Scope of Activities. Provide a breakdown of your anticipated annual maintenance and/or operating costs and capital improvement and repair costs in performing the Scope of Activities, and a monthly cash flow projection of annual revenues generated from your performance of the Scope of Activities. Clearly state your assumptions to such costs and revenues to support the validity of these estimates.

b) Describe, as specifically as possible, your proposed Plaza activities, your community input process for planning Plaza activities, the anticipated timing of your proposed Plaza activities, your steps to implement the Scope of Activities, and your staffing plan.

c) Submit any planning analysis or market studies you completed to inform your proposed programming.

d) Describe how your proposed Plaza activities will support the surrounding neighborhood in which the Plaza is located, help it thrive, and help it become safer, more resilient and sustainable, and better able to meet the needs of local residents.
e) Describe your proposed vendor activities at the Plaza, if any. If you plan to utilize any vendor activities over a period of time, describe the type and location (on a site plan) of such vendor activities, and any proposed fixtures, furnishings and/or kiosks, carts or food trucks for such activities.

f) Describe how the Plaza location and any existing Plaza conditions benefit your performance of the Scope of Activities, such as being near adjacent or nearby transit and/or bicycle routes.

g) Explain how your proposed Plaza Plan would increase pedestrian traffic and use of the Plaza.

h) Describe how your proposed Plaza Plan is compatible with the neighborhood in which the Plaza is located.

i) Describe proposed hours of programming, vendor use and/or events. For example, will all uses start no earlier than 9am and end no later than 10pm? Will these proposed hours be the same all week or vary from weekdays to weekends/holidays?

j) Describe the type and location for your proposed Plaza signage, if any, including any permanent, temporary, and seasonal signage (such as an event board or rotating banners). Although general advertising will not be permitted at the Plaza, stewards may recognize the financial sponsor of a Plaza event through signage approved in advance by the Plaza Program staff and necessary City agencies.

[k] If the Scope of Activities requires the steward to organize events, add the following:

k) Include an “Event Plan” that describes 1) your proposed event categories, 2) a sample of proposed weekly events over a calendar year, 3) your staffing plan for each event, and 4) how your proposed events would leverage and support local businesses and nonprofit organizations located within the area that is ____________ [insert size, e.g., within one mile of the Plaza, or describe area, e.g., area bounded by ____________ streets].

l) Include an “Event Map” that shows where proposed events would occur at the Plaza. Designating such event areas is encouraged to coordinate with other uses of the Plaza by City, such as the San Francisco Fire Department and Police Department.

7. Evaluation/Communications

a) The Plaza Program has evaluation metrics and reporting processes (“Evaluation Standards”) that can be reviewed at: http://oewd.org/Neighborhoods-SF-Plaza-Program.aspx. The License Agreement will require the Plaza steward to comply with these regular evaluations and processes. Describe if you propose any additional methods to evaluate the success of your Plaza activation and/or maintenance work. Include specific quantitative and qualitative measures.
b) Propose on-going marketing and outreach activities including, but not limited to, outreach to local organizations and merchants. Describe how those outreach efforts will build effective communications with the Plaza Area stakeholders and how your marketing and outreach efforts will reach potential Plaza users and event providers.

8. Program and Respondent Budget

a) Provide a brief narrative of how your performance of the Scope of Activities will be funded or otherwise over the term of the License. Describe how the Plaza will become financially sustainable over time and how your proposed Plaza Plan reaches the goals of self-sustaining activation and/or maintenance. Include any additional sources of the funding and in-kind contributions to reach these goals and any plans to use volunteers.

b) Attach a copy of your organization’s total budget for the current fiscal year. The budget should include all sources of income, and all expenditures broken down by program area and/or expenditure. Provide a current credit report and audited financials for the past 2 years. If you do not have audited financials for the past 2 years, provide a net worth statement and income and expenses for the past 2 years, certified by a CPA. Provide an annual detailed operating budget and 12 month cash flow projection for the proposed activities requested using the budget categories in the following table or a suitable equivalent:

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<tr>
<th>Item</th>
<th>Amount</th>
<th>Notes / Explanation</th>
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<tbody>
<tr>
<td>Salaries</td>
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<td>(Include detailed salary information: Staff member, anticipated number of hours to be dedicated to program and hourly rate)</td>
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<tr>
<td>Fringe Benefits</td>
<td></td>
<td></td>
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<tr>
<td>Contractual Services</td>
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<tr>
<td>Equipment</td>
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<td>Insurance</td>
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<td>Supplies</td>
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<td>Utilities</td>
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<tr>
<td>Other</td>
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VI. Evaluation and Selection Criteria

Proposals will be reviewed by a Review Committee comprised of City staff. Proposals will be evaluated through the process and by the criteria outlined below.

A. Review Process

OEWD will verify that the proposals have met all the requirements to be considered responsive. Failure to comply with the proposal requirements contained in this RFP may result in elimination of that proposal from consideration. All responsive proposals will then be submitted to the Review Committee for scoring.

1. The City may contact the applicants to clarify any portion of the proposal. All questions to the applicants will be submitted in writing and the answers, in writing, will be submitted, along with the proposals, to the Review Committee for scoring.

2. Any attempt by an applicant to contact a member of the Review Committee during the proposal review process (other than submitting clarification questions or responding to any City-initiated contact) may result in the elimination of that proposal from consideration.

3. The Review Committee will review and score all responsive proposals.

4. After the Review Committee has concluded its evaluation and scoring of the proposals, the results will be submitted to the Directors of OEWD and RED, and the appropriate oversight bodies for review of the award. OEWD and/or RED will negotiate the license terms with the tentative awardees and, once terms are mutually agreed upon, the City’s Director of RED will recommend the tentative awardees whose proposal(s) are determined to meet the needs of the City to the Board of Supervisors for final approval. [If a grant also being offered in this RFP, add the following sentence: If such awardee’s proposed Plaza Plan included activities that would be supported with Grant Funds, OEWD shall have the sole discretion to negotiate any grant terms with the tentative awardee. Any grant of the Grant Funds would contingent on the Board of Supervisors approving the form of Grant Agreement negotiated by OEWD and such tentative awardee and its proposed Plaza license agreement.]

5. All respondents will be notified of the results of the review process.

6. The tentative award may be conditioned on inclusion of changes/additional terms. Negotiations over the specific terms and language may be required before submission to the Civil Services Commission for approval, if applicable.

7. If the City is unable to negotiate a satisfactory agreement with the highest scored proposal, the City may terminate negotiations with that respondent and proceed to negotiate with other qualified respondent in the order of their ranking in the evaluation process. This process may be repeated until a satisfactory License
8. Final award of the license [If grant also being offered, add following: and any grant] may be subject to approval by the Civil Service Commission and will be subject to approval by City’s Board of Supervisors and Mayor.

B. Minimum Qualifications

Any proposal that does not demonstrate that the proposer meets the requirements described in Section III by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the license [If grant also being offered, add following: or grant].

C. Selection Criteria

The proposals will be evaluated by the Review Committee generally in accordance with the criteria itemized below. Depending on the number and quality of proposals, applicants may be invited to be interviewed by the Review Committee before it makes a final selection.

1. Applicant Qualifications and Staff Assignments (25 points)
   a) Experience and track record in implementing goals and activities similar to the Scope of Work.
   b) Staff (or organization volunteers) assigned to the project and expertise and capability of named persons.
   c) Professional qualifications and experience.
   d) Demonstrated connection to stakeholders in the ________________ (“Plaza Area”) [describe area, e.g., within one mile of the Plaza, or the area bounded by _____________ streets].

2. Community Initiative (25 points)
   a) Demonstrated community connection and initiative.
   b) Describes an on-going outreach plan that will solicit local stakeholders feedback and input.
   c) Describes a marketing plan for the scope of any proposed Event Plan, if one was proposed.
   d) Documentation and strength of community planning efforts

3. Project Design, Site and Approach (25 points)
   a) Strength of proposed Plaza Plan design and approach.
   b) Potential for Plaza Plan contributing to neighborhood vitality in the Plaza Area.
c) Strength of proposed Plaza Plan in leveraging existing conditions of the Plaza and the Plaza Area to support the Scope of Work.

d) Proposed hours for Concessionaire use.

**If Scope of Work includes activation, add the following:**

e) Plaza activities and uses, including Event Plan, Event Map, staffing plan, market, signage plan and proposed vendors, if any.

f) Strength of proposed Event programming in leveraging and supporting local businesses and nonprofits in the Plaza Area.

g) Appropriateness of proposed hours of programming and Events.

4. **Project Feasibility, Evaluation Methods and Sustainability (25 points)**

a) Appropriateness of anticipated Scope of Work costs and financial projections.

b) Feasibility and responsiveness of proposed activities to perform the Scope of Work.

c) Feasibility and effectiveness of proposed evaluation process, if any proposed to supplement Evaluation Standards.

d) Feasibility of any identified additional resources for performing Scope of Work, such as volunteers, in-kind donations, or fund-raising activities.

**If Scope of Work includes activation, add the following:**

e) Feasibility and responsiveness of the Event Plan and Event Map.

VII. Terms and Conditions for Receipt of Proposals

**A. Errors and Omissions in RFP**

Respondents are responsible for reviewing all portions of this RFP. Respondents are to promptly notify OEWD, in writing, if the respondent discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to OEWD 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 this RFP, and all notifications of intent to request written modification or clarification to this RFP, must be directed by email to Robin Havens at robin.havens@sfgov.org. Any responses that include information that might be relevant to other RFP proposers will be posted on OEWD's website by _____________.

**C. Objections to RFP Terms**

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

D. Change Notices

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

E. Revision of Proposal

A respondent may revise its proposal on its own initiative at any time before the deadline for submission of proposals. The respondent must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date. In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any respondent.

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

F. Errors and Omissions in Proposal

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

G. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a respondent 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.

H. Proposer’s Obligations under the Campaign Reform Ordinance

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

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or
committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) six months have elapsed from the date the grant is approved by the City elective officer or the board on which that City elective officer serves.

If a respondent is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the 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.

I. 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.
It is important for respondents to clearly identify in their proposals if any submitted financial records or other information is, in the respondent's good faith determination, a trade secret or confidential proprietary information protected from disclosure under applicable law. To the extent permitted by law, the City will attempt to reasonably maintain the confidentiality of such information, and information so marked will be redacted from copies presented to the public. However, generally, all documentation, including financial information submitted by any respondent to the City, are public records under State and local law, including Section 67 of the City Administrative Code ("Sunshine Ordinance"), and the City will not under any circumstances be responsible for damages or losses incurred by a respondent or any other person or entity because of the release of such fiscal information.

J. Public Access to Meetings and Records

If a respondent 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 respondent 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(s) reached on the basis of the proposal.

K. 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:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all proposals;
- Reissue a Request for Proposals;
- 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;
- Procure any materials, equipment or services specified in this RFP by any other means; or
- Determine that no project will be pursued.

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

VIII. Award

The Review Committee will select a respondent with whom RED staff shall commence license negotiations. [If grant also being offered, add following: If the selected proposer’s proposal requested Grant Funds, at the election of OEWD, OEWD staff shall also commence grant negotiations.] The selection of any respondent for negotiations shall not imply acceptance by the City of all terms of its proposal, which may be subject to further negotiations and will be subject to further approvals before the City may be legally bound thereby.

If City and the selected respondent cannot agree to a final form of the License Agreement [If grant also being offered, add following: and, if applicable, Grant Agreement] in a reasonable time, City, in its sole discretion, may terminate negotiations with that selected respondent and begin negotiations with an alternative respondent with the next-highest ranked proposal.

IX. License [If grant also being offered, add following: and Grant] Requirements

A. Standard Provisions

The successful respondent will be required to provide the documents described in Appendix C to this RFP and enter into the License Agreement, as modified to reflect the proposer’s proposal and any agreed modifications discussed during the negotiation period. [If grant also being offered, add following: If the successful proposer’s proposal requested Grant Funds, it will be required to enter into the License Agreement, as modified to reflect the respondent’s proposal and any agreed modifications discussed during the negotiation period.] Failure to timely execute the License Agreement [If grant also being offered, add following: or, if applicable, the Grant Agreement] or to furnish any and all insurance certificates and policy endorsements or other materials City requires, shall be deemed an abandonment of a proposal. In the event of such an abandonment, the City, in its sole discretion, may select another respondent and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, the Minimum Compensation Ordinance, the Health Care Accountability Ordinance, and applicable conflict of interest laws, which are further set forth in paragraphs B, C, D, E, and F below and are included in the License Agreement [If grant also being offered, add following: and Grant Agreement].
B. Nondiscrimination in Contracts and Benefits

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts with or making grants to any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the HRC’s website at www.sf-hrc.org.

C. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (“MCO”), as set forth in San Francisco Administrative Code Chapter 12P. Generally, the MCO requires contractors to provide employees covered by the MCO who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the MCO’s contractual requirements, see [If grant also being offered, add following: Section 16.8 in the Grant Agreement and] Section _____ in the License Agreement.

For the amount of hourly gross compensation currently required under the MCO, and additional information regarding the MCO, is available on the web at www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

D. Health Care Accountability Ordinance

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (“HCAO”), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgsa.org/index.aspx?page=407.

E. Conflicts of Interest

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City’s Charter, Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the License Agreement [If grant also being offered, add following: and, if applicable, the Grant Agreement].
Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

[If grant also being offered, add following:]

F. Additional Grant Fund Requirements

1. Accessibility. All programs and services funded with Grant Funds must be accessible to persons with disabilities. Program access can be achieved in many cases without having to alter the site in which the programs and services are provided.

2. Environmental Review. Any environmental review needed for the use of Grant Funds must be completed before they are utilized.

3. Procurement. Grantee must comply with federal conflict of interest regulations, and regulatory procedures for obtaining and granting for goods and services that are paid for with Grant Funds.

4. Ineligible Reimbursements. Funds for activities occurring prior to the commencement date of the Grant Agreement cannot be reimbursed.

5. Religious Activity. Grant Funds may not be used for religious purposes or for the improvements of property owned by religious entities except where the grant recipient is a secular non-profit organization with a long term lease.

6. Political Activity. No federal funds received through this RFP shall be used to provide financial assistance for any program that involves political activities. Grantees shall comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. In addition, respondents must comply with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code. Details can be found at: http://www.sfgov.org/site/ethics_index.asp?id=13730

X. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five business days of the City's issuance of a notice of non-responsiveness, any respondent 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 business 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 respondent, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.
B. Protest of Award

Within five business days of the City's issuance of a notice of intent to award the license [If grant also being offered, add following: and, if applicable, grant] described in this RFP, any respondent that has submitted a responsive proposal and believes that the City has incorrectly selected another respondent for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth business day after the City's issuance of the notice of intent to award.

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

C. Delivery of Protests

All protests must be received by 5:00 p.m. of the applicable due date specified above. 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) or via e-mail will not be considered.

If the City determines that a meeting with the party submitting the protest is necessary, such meeting will be scheduled within ten (10) calendar days of the receipt of a protest to review and attempt to resolve the protest.

Protests must be delivered to:

OEWD Director
Office of Economic & Workforce Development
City Hall, 1 Dr. Carlton B Goodlett Place, Room 448
San Francisco, CA 94102
Appendix A

SF Plaza Program Overview
Appendix B

Form of License Agreement
If grant also being offered, add following and change header in following exhibit to “Appendix D” and numbering in following exhibit to “D-#”:

Appendix C

Form of Grant Agreement
Appendix C

Standard Forms

Before the City can award any license or grant to a party, that party must file three standard City forms (items 1-3 on the chart). Because many parties have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a respondent cannot get the documents off the Internet, the respondent should call (415) 554-6248 or e-mail Purchasing (purchasing@sfgov.org) and Purchasing will fax, mail or e-mail them to the respondent.

If a respondent has already filled out items 1-3 (see note under item 3) on the chart, the respondent should not do so again unless its answers have changed. To find out whether these forms have been submitted, the respondent should call Vendor File Support in the Controller’s Office at (415) 554-6702.

<table>
<thead>
<tr>
<th>Item</th>
<th>Form name</th>
<th>Form</th>
<th>Description</th>
<th>Return the form to/for more info</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Request for Taxpayer Identification Number and Certification</td>
<td>W-9</td>
<td>The City needs the contractor’s taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.</td>
<td>Controller’s Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702</td>
</tr>
<tr>
<td>2.</td>
<td>Business Tax Declaration</td>
<td>P-25</td>
<td>All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as “conducting business in San Francisco” must register with the Tax Collector</td>
<td>Controller’s Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702</td>
</tr>
<tr>
<td>3.</td>
<td>San Francisco Administrative Code Chapters 12B &amp; 12C Declaration: Nondiscrimination in Contracts and Benefits</td>
<td>HRC-12B-101</td>
<td>Contractors tell the City if their personnel policies meet the City’s requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees</td>
<td>Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500</td>
</tr>
<tr>
<td>Item</td>
<td>Form name</td>
<td>Form Description</td>
<td>Return the form to/for more info</td>
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<tr>
<td>In Vendor Profile Application</td>
<td>with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.</td>
<td></td>
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</tr>
</tbody>
</table>

**Where the forms are on the Internet**

**Office of Contract Administration**

Homepage: [www.sfgov.org/oca/](http://www.sfgov.org/oca/)

Purchasing forms: Click on “Required Vendor Forms” under the “Information for Vendors and Contractors” banner.

**Human Rights Commission**

Homepage: [www.sf-hrc.org](http://www.sf-hrc.org)

Equal Benefits forms: Click on “Forms” under the “Equal Benefits” banner near the bottom.