REQUEST FOR PROPOSALS
TWO LEASE OPPORTUNITIES
MILLBRAE, CALIFORNIA

THE FORMER HARDWARE RETAIL BUILDING
900 EL CAMINO REAL

THE CURRENT RETAIL BUILDING OPERATED AS A KFC RESTAURANT
950 EL CAMINO REAL

by
the CITY AND COUNTY OF SAN FRANCISCO
by and through the
SAN FRANCISCO PUBLIC UTILITIES COMMISSION

Harlan L. Kelly, Jr.,
General Manager
REQUEST FOR PROPOSALS
TWO LEASE OPPORTUNITIES
900 EL CAMINO REAL and 950 EL CAMINO REAL
MILLBRAE, CALIFORNIA

PREMISES #1,  
900 El Camino Real: An approximate 33,992-square foot building (“Building #1”) with an approximate 10,120 square foot attached fenced “former plant nursery area” that the former retail occupant (“Former Tenant”) used as a retail store, along with use of shared parking areas.

PREMISES #2,  
950 El Camino Real: An approximate 2,848-square foot building (“Building #2”) formerly subleased by the Former Tenant to Harman Management Company (“HMC”), which operates a Kentucky Fried Chicken restaurant, a drive through service lane, and adjacent dedicated parking, along with use of shared parking areas.

SAN FRANCISCO PUBLIC UTILITIES  
Rosanna S. Russell  
Real Estate Director

Tony Bardo  
Project Manager  
415-554-1522

Charlie Dunn  
Project Assistant  
415-554-1874

Issued: August 5, 2019
### IMPORTANT DATES AND INFORMATION

All times are San Francisco/Pacific Standard Time

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<th><strong>August 5, 2019</strong></th>
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<td><strong>Informational Conference and Site Visit at 900 El Camino Real, Millbrae</strong></td>
<td><strong>August 22, 2019 at 1:00 p.m.</strong></td>
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<td><strong>Deadline for submission of questions or requests for clarification to <a href="mailto:RES@sfwater.org">RES@sfwater.org</a>:</strong> Attention: Millbrae Lease Proposal</td>
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<td><strong>Deadline for Proposal Submission</strong></td>
<td><strong>September 27, 2019 at 2:00 p.m.</strong></td>
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| **Submittal Location**        | **By US. Mail or by hand delivery to:**
|                               | San Francisco Public Utilities Commission Real Estate Services Division 525 Golden Gate Avenue, 10th Floor San Francisco, CA 94102 Attention: Millbrae Lease Proposal |
|                               | or by email to RES@sfwater.org |
| **Estimated City Response Date** | **4:00 p.m., October 16, 2019** |
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EXHIBITS:

Exhibit A: Premises Site Plan

Exhibit A-1: Premises #1, 900 El Camino Real (vacant retail store operated by the Former Tenant plus shared common area)

Exhibit A-2: Premises #2 950 El Camino Real (current Kentucky Fried Chicken restaurant plus shared common area)

Exhibit A-3: Common area description

Exhibit B-1: Form of Lease for Premises #1, 900 El Camino Real

Exhibit B-2: Form of Lease for Premises #2, 950 El Camino Real

Exhibit C: RFP Tenant Candidate Response Form
I. Introduction

The City and County of San Francisco ("City"), through its Public Utilities Commission ("SFPUC"), owns property located at 900-950 El Camino Real in Millbrae, California improved by two retail buildings and a warehouse surrounded by a parking lot. City is soliciting proposals to lease one or both retail buildings and a shared parking lot. The warehouse is not subject to this solicitation.

City, through the SFPUC, intends to enter into a lease ("RFP Lease") for each building with a tenant ("RFP Tenant") for each of the two premises that meets the criteria set forth in this Request for Proposal ("RFP") and selected through the process described below.

City is an equal opportunity employer, and it welcomes and encourages proposals from woman-owned and minority-owned businesses.

II. Summary of Lease Terms and Conditions

A. Premises. The space(s) to be leased ("Premises") consists of two premises on approximately four acres of land under the SFPUC’s jurisdiction at 900-950 El Camino Real in Millbrae, California ("Property"). The Property is improved with Building #1, Building #2, a warehouse (described below), and a shared parking lot as shown on the attached Exhibit A. The Property constitutes a portion of, and is adjacent to, the SFPUC Water Enterprise Corporation Yard ("SFPUC Millbrae Yard") and shares a vehicular entrance from El Camino Real with the SFPUC Millbrae Yard.

Premises #1 – 900 El Camino Real is a portion of the Property previously leased to the Former Tenant. The Former Tenant occupied two structures: (1) Building #1, an approximately 35,962-square foot building with an approximate 10,120 square foot attached fenced plant nursery area that the Former Tenant used as a retail store; and (2) an approximately 6500-square foot building that Former Tenant used as a warehouse ("Warehouse"). The Former Tenant also used the shared parking areas as shown on Exhibit A-1. **The SFPUC will retain (a) an approximately five-foot wide strip of land behind Building #1 to the south of the Property; and (b) the Warehouse and a separate fenced yard space at the northeast corner of the Property adjacent to the Premises, as shown on Exhibit A. The SFPUC will access these facilities through a separate entrance.**
Photos: Premises #1 900 El Camino Real
(Store previously occupied by the Former Tenant)
Premises #2 – 950 El Camino Real consists of Building #2, an approximately 2,848-square foot building formerly subleased by Former Tenant to HMC, which operates a KFC restaurant, a drive through service lane, and some adjacent dedicated parking, along with use of shared parking areas. The sublease to HMC has been converted into a direct lease (the "HMC Lease") between City and HMC that expires in 2020.

The SFPUC did not build nor has it ever maintained Building #1 and #2 and thus, is offering to lease Premises #1 and Premises #2 in their respective “as is” condition. The SFPUC does not have any condition reports for the buildings. Proposers may contact either Tony Bardo at abardo@sfwater.org or Charlie Dunn at cdunn@sfwater.org to arrange a building inspection by appointment.
B. Lease. Each RFP Tenant must execute a RFP Lease for either Premises #1 or Premises #2 in the form approved by the City. Each RFP Lease will contain additional terms and conditions not described in this RFP. A copy of the triple-net lease form for the RFP Lease for Premises #1 is attached as Exhibit B-1. A copy of the triple-net lease form for the RFP Lease for Premises #2 is attached as Exhibit B-2. For ease of reference, this RFP will sometimes refer to the parties, terms, and conditions of the two RFP Leases as though City is discussing a single document.
C. **Term.** The initial RFP Lease term will be five years. The initial lease term for the Premises #1 RFP Lease will commence immediately upon its full execution and delivery. The initial lease term of the Premises #2 RFP Lease will commence on the date specified in that RFP Lease.

D. **Extension Option.** Three (3) conditional one-year options, which the RFP Tenant may exercise, and City may reject, according to terms and conditions set forth in the RFP Lease.

E. **Base Rent and Percentage Rent.** The RFP Tenant shall pay base monthly rent ("Base Rent") and percentage rent ("Percentage Rent") that constitute prevailing market rent for comparable uses and locations based upon gross income, retail sales, and concession revenues, including subtenant rents and sales. Each RFP Tenant candidate shall propose a Base Rent to be paid during the initial RFP Lease term and incorporate the requirement that such Base Rent will escalate annually by an amount equal to four percent of the Base Rent in effect during the previous year of the RFP Lease term. Each RFP Tenant candidate shall also propose a Percentage Rent, as defined in the RFP Lease, that constitutes market rent for comparable uses and locations based on gross income and shall quantify the amount of Percentage Rent expected in the Business Plan section of its proposal. In addition to Base Rent and Percentage Rent, each RFP Tenant shall pay for its share of common area maintenance and repair. The Premises #1 RFP Tenant will be responsible for maintaining the shared parking lot. The Premises #2 RFP Tenant will reimburse the Premises #1 tenant for 22.78 percent of the common area maintenance costs.

F. **Free Rent.** City may agree to a 60-day rent-free construction and fixturing period from the date the RFP Lease is fully executed conditioned upon City’s review of the RFP Tenant candidate’s proposed design, permitting, and construction schedule.

G. **Base Rent during the Extension Term.** If a RFP Tenant successfully exercises its option(s) to extend the RFP Lease term and City accepts such option exercise, the RFP Tenant shall continue to pay the proposed Base Rent (with the 4% escalations) and Percentage Rent.

H. **Use.** As proposed by the RFP Tenant candidate, City will consider potential uses such as retail use, food and beverage use, distribution warehouse use, and other uses (1) compatible with the SFPUC Millbrae Yard; and (2) meeting applicable municipal, county, state, or federal government or other governmental or regulatory authority requirements ("Applicable Laws") relating to the Premises or the use or occupancy of the Premises.
I. **Signage.** The RFP Tenant for Premises #1 shall, subject to City’s approval rights contained in the RFP Lease and Applicable Laws, have shared signage rights to those portions of monument signs on the Premises that are currently empty. The RFP Tenant of Premises #2 shall, subject to City’s approval rights contained in the RFP Lease and Applicable Laws, have the shared signage rights to those portions of the monument signs on the Premises that are currently used by HMC.

J. **Services.** Each RFP Tenant will be responsible for providing and paying for all utilities, services, and equipment necessary for its operations on the Premises.
K. *Alterations.* The cost of any alterations of the Premises shall be the RFP Tenant’s sole responsibility and such alterations will not be considered as rent credits. **Any alterations or improvements to the Premises or the common area must be approved in advance by City and meet Applicable Laws.**

L. *Improvements to the Property Entrance:* At its option, City may share in the cost of improving the shared vehicular entrance to the Premises. Any such City contribution to such improvements will be issued through a credit to the RFP Tenant against its installment payments of Base Rent.

M. *Insurance.* The RFP Tenant shall indemnify and hold harmless City and the SFPUC for all activities in and about the Premises. The RFP Tenant must maintain, at a minimum, the insurance required by the RFP Lease throughout the RFP Lease term.

N. *Taxes and Assessments.* The RFP Tenant will be responsible for paying its pro rata share of property taxes and assessments due in connection with the Premises.

O. *Hiring Practices.* In its use and operation of the Premises, the RFP Tenant shall not discriminate against any person or group of persons on the grounds of, or because of, race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, disability, or acquired immune deficiency syndrome (“AIDS”) or AIDS-related condition.

P. *Broker.* The RFP Tenant shall be responsible for payment of all brokerage commissions. City has not retained the services of any broker.

Q. *AS IS, WHERE IS.* Neither City nor the SFPUC makes any representations regarding the condition of the Premises, including BUT NOT LIMITED TO its building systems, its parking area, ground conditions, allowable uses under zoning, code compliance, Americans with Disabilities Act compliance, and the presence of hazardous materials such as lead and asbestos, among other items. After selection, the RFP Tenant candidate shall have 30 days to complete all due diligence investigations it deems necessary. The RFP Tenant candidate’s access to the Premises shall occur only when accompanied by a SFPUC-designated employee at mutually agreeable times and dates. The selected RFP Tenant candidate shall execute an access permit indemnifying City for such entry and shall be responsible for the repair of any all damage to the Premises resulting from or in connection with such due diligence investigation.
III. Proposal Conditions

A. Minimum Qualifications. RFP Tenant candidates must demonstrate that they meet the qualifications listed below to submit a proposal.

1. The RFP Tenant candidate must have operated or managed the proposed business for a period of five continuous years within the last ten years.

2. The RFP Tenant candidate must have sufficient financial capacity to operate the proposed business according to the terms in a submitted business plan.

3. The RFP Tenant candidate must be, or become prior to RFP Lease execution, an “approved vendor” of City. City has certain requirements for doing business with City, which are contained in the RFP Lease and range from proof of nondiscrimination in the provision of employee benefits to payments being made through City electronic banking requirements (ACH).

4. Proposals must contain a proposed Base Rent and Percentage Rent equal to or greater than fair market rent (as determined based on prevailing market rent for comparable uses and locations based upon gross income, retail sales, and concession revenues, including subtenant rents and sales).

B. Submittal Requirements. The RFP response must be made according to the specifications set forth below. Any major deviation from these specifications may be cause for rejection of the proposal at City’s sole discretion.

Each RFP Tenant candidate must include the following materials in its submission:

1. A completed and signed response to this RFP, the format of which is included with this RFP as Exhibit C which includes the following:

   a. Use of Premises. A comprehensive description of the RFP Tenant candidate’s proposed use of the Premises.

   b. Business Plan. A one-page business plan (“Business Plan”) for the proposed use of the Premises, including a three-year projection of income and expenses and supporting the underlying assumptions. (If the RFP Tenant candidate has other Bay Area locations, the RFP Tenant candidate should include income and expense histories for those sites.) The Business Plan should include rent projected to be paid for the Premises and costs related to any improvements to the Premises. If the RFP Tenant candidate plans to borrow funds to finance any action proposed in the business plan, the RFP Tenant candidate must submit a letter from
a bank or other lending institution indicating the minimum amount that will be loaned and any applicable annual percentage rate.

c. Management and Operation Plan for the Premises. A comprehensive description of the expected number of employees on the Premises, hours of operations, expected truck deliveries, products offered, and proposed security arrangements.

d. Financial Statement. In addition to the financial disclosure authorized in the Minimum Qualifications Questionnaire (see attached Exhibit C), the RFP Tenant candidate must submit financial statements and income tax returns for the past three years. If financial statements are unavailable, the RFP Tenant candidate must provide an explanation.

e. Improvements. If improvements are proposed, the RFP Tenant candidate must describe in detail the scope of work of all improvements, including acknowledgement of City’s prevailing wage and LEED certification requirements (as provided in the RFP Lease). The improvement plan should be accompanied by sufficient detail to understand the scope and nature of the proposed improvements. These plans may be informal sketches.

2. Bid Security Deposit. The RFP Tenant candidate shall provide a bid security deposit in the form of a check certified by a responsible bank or a cashier's check payable to the City and County of San Francisco in the amount of $1,000 with the proposal.

If the successful RFP Tenant candidate fails to or refuses to enter into a RFP Lease on substantially the same form as the attached Exhibit B within fifteen (15) days after the selection of the RFP Tenant candidate and prior to the approval of the RFP Lease by City, the bid security deposit accompanying the proposal, at City’s option, will be forfeited to City as liquidated damages. All bid security deposits will be returned to unsuccessful RFP Tenant candidates. The bid security deposit from the successful RFP Tenant candidate may be applied to the security deposit required as part of the RFP Lease.

3. Proposal Execution. If the RFP Tenant candidate is a corporation, the proposal shall be executed by its duly authorized officers according to its corporate bylaws. A partnership shall execute the proposal by its duly authorized partners according to the partnership agreement. A limited
liability company shall execute the proposal by its duly authorized members or managers according to its operating statement.

If the RFP Tenant candidate’s firm is a joint venture consisting of a combination of any of the above entities, each joint venturer shall execute the proposal. Anyone signing a proposal as an agent of a firm or entity shall submit legal evidence of his/her authority to do so with the proposal. Where necessary, copies of the signature pages of the forms may be executed and submitted.

- City will deem non-responsive and reject any proposal submitted with incomplete or missing forms, without the bid security deposit or received after 2:00 p.m. on September 27, 2019. After a proposal has been submitted, no modifications to the proposal will be allowed.

- Proposals delivered in person must be left with Teresa Sandoval of the SFPUC Real Estate Services Division between the hours of 9:00 a.m. and 4:00 p.m. at 525 Golden Gate Avenue, 10th Floor in San Francisco ("SFPUC Headquarters") until the proposal deadline of 2:00 p.m. on September 27, 2019.

- Alternatively, proposals may be emailed to RES@sfwater.org or sent via U.S. mail but must be received by the Real Estate Services Division by 2:00 p.m., September 27, 2019.

Proposals may be submitted using the fillable PDF format or hard copies addressed and mailed to:

San Francisco Public Utilities Commission  
Real Estate Services Division  
525 Golden Gate Avenue, 10th Floor  
San Francisco, CA 94102  
Attention: Millbrae Lease Proposal  
RES@sfwater.org

(All proposals mailed or delivered in person, must be in sealed envelopes and clearly marked "Millbrae Lease Proposal").

C. Selection Criteria.  City will evaluate proposals according to the criteria and procedures identified in this RFP. The proposal shall be awarded to the RFP Tenant candidate(s) who best fulfill the following criteria: (1) the RFP Tenant candidate’s proposed use, business plan, and management and operation plan are sound and complimentary to the adjacent SFPUC Millbrae Yard; (2) the RFP Tenant candidate
has experience in related business endeavors; (3) the RFP Tenant candidate demonstrates the requisite financial capacity; and (4) the RFP Tenant candidate submits a competitive proposed rent. City will evaluate this criteria on a point basis as outlined below:

a. A Business Plan
demonstrating a sound and complimentary use to the adjacent SFPUC Millbrae Yard; 30 Points

b. A Management and Operation Plan
demonstrating experience in related business operations 30 Points

c. Financial Capacity 15 Points

d. Proposed Rent 25 Points

Total 100 Points

D. Grounds for Rejection. Any false, incomplete, or unresponsive statements in connection with a proposal may be cause for City, at its sole discretion, to reject a proposal. Any judgment as to the significance of any falsity, incompleteness, or unresponsiveness associated with a proposal shall be City’s prerogative and its judgment shall be final. City reserves the right to waive minor defects or irregularities in any proposal.

E. Tour of the Premises. It is the RFP Tenant candidate’s sole responsibility to attend a tour of the Premises to become familiar with the Premises' physical conditions and limitations, perform its own independent investigation, and become acquainted with the details requisite to its proposed use of the Premises. To facilitate this process, City will conduct a tour of the Premises. The City will not guarantee full and complete access at any other time, however, individual accommodations can be made, with prior request. Immediately following the tour, City will provide RFP Tenant candidates with an opportunity to ask questions about the lease opportunities and comment on the content of the RFP. City will note and consider all questions, comments or suggested changes to the RFP. City will endeavor to provide a written response to all questions, comments, and suggested changes. Such response shall be emailed to RFP Tenant candidates present at the tour and who provide City with
their email addresses. Other RFP Tenant candidates may receive copies of the response upon their written request.

The **Premises tour will be on August 29, 2019 at 1:00 p.m.** City will not guarantee access at any other time so proposers are encouraged to bring their building inspectors to the tour. RFP Tenant candidates must email Tony Bardo at RES@sfwater.org to arrange to participate in the tour.

F. **Selection Process.** This RFP will be advertised on the SFPUC’s website. The **submission deadline for proposals is 2:00 p.m. on September 27, 2019.** Each proposal will be evaluated by a review panel composed of representatives from the SFPUC, and other City representatives with relevant expertise in commercial leasing, development, and land use. The proposals will be evaluated using the selection criteria set forth above. The review panel may either select a RFP Tenant without further process or may select up to four (4) of the RFP Tenant candidates receiving the highest scores for an oral presentation and interview. At that time, the scores will not be communicated to the RFP Tenant candidates. City reserves the right to request clarification or additional information from one or all of RFP Tenant candidates. Further, at City’s sole option, City may ask the top-ranking RFP Tenant candidate(s) to make informational presentations at the SFPUC Headquarters. City expressly reserves the right not to host informational presentations or conduct oral interviews.

G. **Final RFP Lease.** After selection, each winning RFP Tenant candidate shall cooperate with City in good faith to execute and deliver the RFP Lease promptly. City reserves the right to add to or modify any provision in the RFP Lease that it deems appropriate for the RFP Tenant’s use. If at any time, and for any reason, negotiations with the selected RFP Tenant candidate fail to proceed to City’s reasonable satisfaction, City may terminate such negotiations without liability and reject the selected RFP Tenant candidate’s offer. City shall then have the right to negotiate with and enter into a RFP Lease with any other qualified RFP Tenant candidate that participated in the proposal process.

H. **Award of RFP Lease.** The RFP Lease will be awarded subject to approval by the SFPUC’s Commission, and if required, by the City’s Board of Supervisors and Mayor.

IV. **Terms and Conditions**

A. **Invitation to Submit Proposals: No City Obligation to Contact.** This RFP is only an invitation to submit proposals and does not commit City or the SFPUC in any way to enter into a RFP Lease. In addition, the issuance of this RFP does not obligate
City to pay any costs whatsoever incurred by any RFP Tenant candidate in connection with this RFP, including without limitation (1) the preparation and presentation of a proposal; (2) any supplements or modifications of this RFP; or (3) negotiations with City or other party arising out of or relating to this RFP or the subject matter of this RFP.

B. City’s Reservation of Rights. City expressly reserves the right at any time and from time to time, and for its own convenience, at its sole discretion, to do any or all of the following:

1. waive or correct any immaterial defect or technical error in any response, proposal, or proposal procedure, as part of the RFP or any subsequent negotiation process;

2. reject all proposals, without indicating any reason for such rejection;

3. reissue a RFP;

4. procure any service by any other means;

5. modify the selection procedure; and

6. extend deadlines for accepting responses, or request amendments to responses after expiration of deadlines, by mailing such change to each RFP Tenant candidate.

C. RFP Tenant Candidate Certification. By submitting a proposal, each RFP Tenant candidate certifies to City that (1) the only persons or parties interested in the proposal as principals are those named in this RFP; (2) the proposal is made without collusion with any other person, including partnerships, firms, and corporations; (3) the RFP Tenant candidate has not paid nor agreed to pay and will not pay or agree to pay any fee or commission, or any other thing of value contingent on the award of a RFP Lease for the Premises to any City employee or official, or to any contracting consultant hired by City for purposes relating to this RFP, or to any City agent; and (4) the RFP Tenant candidate understands and accepts all conditions and requirements contained in this RFP.

D. Proposal as a Public Record. Generally, all documentation including financial information submitted by the successful RFP Tenant candidate to City or the SFPUC are public records under State and local law. The RFP Tenant candidate will clearly designate those financial records that it in good faith determines to be a trade secret or confidential proprietary information protected from disclosure under applicable law. To the extent permitted by law, City will attempt to reasonably maintain the confidentiality of such financial information, consistent with City’s general practices.
for maintaining the confidentiality of such information. City will not under any circumstances be responsible for any damages or losses incurred by a RFP Tenant candidate or any other person or entity because of the release of such financial information.

E. Return of Materials. City will not return any proposals, or any information submitted in connection with a proposal unless the RFP Tenant candidate has properly designated financial portions of the proposal as confidential at the time of submittal according to the terms above and has then clearly requested that such information be returned, and provided that City is legally permitted to return such documents.

F. Right to Disqualify. At its sole discretion, City may disqualify any RFP Tenant candidate that responds to this RFP on the basis of any real or apparent conflict of interest that is disclosed by the responses submitted or other data available to City.

G. RFP Lease Approvals. The RFP Lease will require the approval of the SFPUC’s Commission, and, potentially, City’s Board of Supervisors and Mayor, each at its sole and absolute discretion. As part of the approval process, the successful RFP Tenant candidate may be required, at its sole expense, to prepare and provide documents or exhibits and make presentations associated with the RFP Lease as required by such bodies prior to the execution of the RFP Lease.

H. Miscellaneous Requirements

1. All RFP Tenant candidates shall comply with the conditions, requirements, and specifications contained in this RFP, with any departure constituting sufficient cause for rejection of the proposal, subject to City’s discretion.

2. No proposal will be accepted from any person, firm, partnership, corporation, or other entity that is in arrears upon any obligation to the SFPUC or City or that otherwise may be deemed irresponsible, unreliable, or unqualified by City or the SFPUC.

3. All proposals must be firm for a minimum period of ninety (90) days following the opening of the proposal.

4. No RFP Tenant candidate shall obtain by its response to this RFP, any claim against City, the SFPUC, or against City property by reason of any or all of the following: any aspect of this RFP, the selection process or any part thereof, any informalities of defects in the selection process, the rejection of any offer or all such offers, the acceptance of any offer, entering into any RFP Lease, the failure to enter into such lease, any statement, representations, acts or omissions of City, the
exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of all or any of the foregoing.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS REQUEST FOR PROPOSALS OR ANY OTHER DOCUMENT OR INFORMATION PROVIDED, EACH RFP TENANT CANDIDATE ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY INCLUDING THE SFPUC HAS THE AUTHORITY TO COMMIT CITY TO A LEASE UNLESS AND UNTIL THE SAN FRANCISCO PUBLIC UTILITIES COMMISSION AND POSSIBLY THE CITY’S BOARD OF SUPERVISORS AND MAYOR SHALL HAVE DULY ADOPTED A RESOLUTION [OR ENACTED AN ORDINANCE] APPROVING AN EXECUTED LEASE AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION [OR ORDINANCE], AND ANY LEASE SHALL BE NULL AND VOID IF THE SAN FRANCISCO PUBLIC UTILITIES COMMISSION OR THE CITY’S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE A LEASE, ALL AT THEIR RESPECTIVE SOLE DISCRETION. SELECTION OF A RFP TENANT CANDIDATE OR APPROVAL OF A LEASE BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION [OR ORDINANCE] WILL BE ENACTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

Questions regarding this RFP may be directed in writing to Tony Bardo at RES@sfwater.org, Attention: Millbrae Lease Proposal.

Rosanna S. Russell
SFPUC Real Estate Director
Exhibit A-1

Premises # 1 - 900 El Camino Real Site Plan
(vacant retail store operated by Former Tenant plus shared common area)
Exhibit A-2

Premises #2 - 950 El Camino Real Site Plan
(current Kentucky Fried Chicken restaurant plus shared common area)
Exhibit A-3

Common Area
Exhibit B -1

Form of Lease for Premises #1 - 900 El Camino Real

Electronic copy available at:
https://sfwater.org/modules/showdocument.aspx?documentid=14139

Print copy available upon request to RES@sfwater.org
Exhibit B -2
Form of Lease for Premises #2 - 950 El Camino Real

Electronic copy available at:

Print copy available upon request to RES@sfwater.org
EXHIBIT C

RFP TENANT CANDIDATE RESPONSE FORM

Proposed Premises, RFP Tenant Candidate’s Use, Proposed Rent, Business Plan, Management & Operations Plan, Improvements and Financial Qualifications

Use Fillable PDF FORM available at:
or submit the following form:
I. RFP Tenant Candidate’s Proposal Premises: (Check 1)
   ______________ Premises #1, 900 El Camino Real, Millbrae, California
   ______________ Premises #2, 950 El Camino Real, Millbrae, California
   ______________ Both Premises #1 & #2, 900 & 950 El Camino Real, Millbrae, California

II. RFP Tenant Candidate’s Use: (Short Narrative)

III. RFP Tenant Candidate’s Base Rent and Percentage Rent Proposal

   Proposed monthly Base Rent: ______________ with 4% annual increases.
   Proposed Percentage Rent: _________________% of Gross Sales

IV. RFP Tenant Candidate’s Business Plan

   Attach a one-page business plan for the proposed use of the Premises, including a three-year projection of income and expenses and supporting the underlying assumptions. (If the RFP Tenant candidate has other Bay Area locations, it should include income and expense histories for those sites.) The Business Plan should include rent projected to be paid for the Premises and costs related to any improvements to the Premises. If the RFP Tenant candidate plans to borrow funds to finance any action proposed in the Business Plan, the RFP Tenant candidate must submit a letter from a bank or other lending institution indicating the minimum amount that will be loaned and any applicable annual percentage rate.

V. RFP Tenant Candidate’s Management and Operation Plan for the Premises.

   A comprehensive description of the expected number of employees on site, hours of operations, expected truck deliveries, products offered, and proposed security arrangements.
VI. Improvements.

If improvements are proposed, describe in detail the scope of work of any and all improvements and alterations.

VII. RFP Tenant Candidate’s Primary Contact Information:
Names, addresses, telephone, and e-mail addresses of all RFP Tenant candidate’s team members and entities owning 20% or more of RFP Tenant candidate, including a project organization chart indicating key personnel, responsibilities, and relationships within the RFP Tenant candidate’s organization and the designated lead for project coordination.

Name of RFP Tenant candidate: _____________________________________
Type of Entity (corporation, joint venture, etc.): __________________________

Full Name, Title, and Contact Information for all principal personnel of RFP Tenant candidate (Add additional contact information, as required):

Name: ______________________________ Title: ____________________
Address: __________________________________________________________
Telephone #: _________________
Email Address: _________________

Name: ______________________________ Title: ________________________
Address: __________________________________________________________
Telephone #: _________________
Email Address: _________________

Name: ______________________________ Title: ________________________
Address: __________________________________________________________
Telephone #: _________________
Email Address: _________________

VIII. RFP Tenant Candidate’s Financial Information (attach separate sheets):
RFP Tenant candidate must submit financial statements and income tax returns for the past three years. All financial information shall be properly certified by the appropriate officer or other individual attesting to the accuracy of and completeness of all financial information submitted. If financial statements are unavailable, the RFP Tenant candidate must provide an explanation.
RFP Launch
August 5, 2019

Site Tour and Q&A
1:00pm on
August 22, 2019

Deadline to Submit Written
Questions or Requests for
Clarification
August 29, 2019

Answers to Questions
Posted
September 11, 2019

RFP Submissions due
2:00pm on
September 27, 2019

Estimated City Selection
4:00pm on
October 16, 2019

Execute Lease after all
required City approvals
(at SFPUC’s Discretion)