



REQUEST FOR PROPOSALS
RETAIL LEASING OPPORTUNITY
Pier 29 Bulkhead Building
CITY AND COUNTY OF SAN FRANCISCO

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I. The Opportunity

The Port of San Francisco (“Port”) is requesting proposals (“RFP”) from qualified respondents (“Respondents”) to propose potential use(s) for a lease to improve and operate a visitor-serving facility within a 20,000 square foot portion of the Pier 29 Bulkhead Building (the “Site”), located in the Port’s Northeast Waterfront¹ adjacent to the James R. Herman Cruise Terminal at the foot of Chestnut Street on the Embarcadero.

The proposed use(s) must be consistent with the Port’s *Waterfront Land Use Plan* (“Waterfront Plan”) which enumerates a variety of allowable uses at the Site, including retail uses. However, the RFP will specifically seek uses which focus on the creation and sales of arts, crafts and/or dry goods²; including artists and designers working out of studio/exhibit spaces; innovators’ open studios; galleries; public and other markets; and ongoing exhibitions, cultural and exhibit space, including ancillary space for live demonstrations and displays. Some limited food service may be included. It is staff’s goal that this use augment the rich experience of visitors, cruise ship passengers, businesses and residents in the Northeast Waterfront and highlight and promote that which is unique to our region and culture. Staff is open to other creative uses that meet the overall goals of activation and uniqueness provided that the uses are consistent with the Waterfront Plan.

The Pier 29 Bulkhead Building has been tested as a successful public destination by the Waiheke Island Yacht Club, a temporary “pop up” restaurant which operated during the 34th America’s Cup events in Summer 2013. Based on the public’s positive response to this temporary use, the Pier 29 Bulkhead Building now is envisioned as a site for a unique destination use that is “San Francisco Bay Area flavored” that will create and draw activity in the environs of Pier 29. This Opportunity will augment the rich experience of visitors and residents in the Northeast Waterfront and highlight and promote that which is unique to our region and culture.

Given the Site’s maximum available square footage of 20,000 s.f., a single use or a mix of curated uses may be proposed. Additionally, the Site may be used for one or more distinct operations under a lease with a single master tenant. Qualified proposals may include a dedicated portion of the space for administrative support, required on-site storage and visitor-serving amenities including required restrooms as well as food and beverage service.

The activation of the Site is not meant to compete with other existing Port retail areas and activities such as those located in the Fisherman’s Wharf and Ferry Building areas. Additionally, although some food service at the Site may be desirable, Port staff do not envision the space as another full service restaurant, such as the Waiheke Yacht Club, occupying the entire 20,000 s.f. Any food service at the Site is envisioned as ancillary and complimentary to the primary proposed use.

¹ The Northeast Waterfront is that portion of the Port’s real estate portfolio running south from Pier 35 to Pier 7, just north of the Ferry Building and including the Port’s landside properties at Seawall Lots 314, 321, 322, 322-I, 323, 324 & 351.

² Defined for these purposes as textiles, clothing, and notions, etc. Does not mean tobacco, marajuna or other such products.

The Port will entertain a variety of proposals provided the proposed uses are acceptable and the Strategic & Project Objectives set forth below are clearly achieved for the term of the Opportunity. The Port will select a qualified Respondent who has the demonstrated ability to finance, design, construct, maintain and operate the Site. Port staff will recommend that the Port Commission select a Respondent that can successfully develop and activate the bulkhead building with a use(s) that will take a full advantage of the Port's vision, the Site's distinctive location, the adjacent cruise terminal, plaza and Embarcadero Promenade and will uniquely activate and enliven the waterfront without duplicating existing uses in the Northeast Waterfront or violating good neighbor practices.

Staff's vision of the optimal re-tenanting of the Site includes a master tenant to serve as the predominant manager or user of the Site. The master tenant may in turn sublet portions of the Site to other complimentary uses. For illustrative purposes only, the following examples are creative combinations of two or more uses that may serve to create the kind of unique public experience that the Port is seeking through this RFP process:

- Arts and crafts work/sell space combined with cultural exhibit space
- Designer/maker work space combined with art gallery/exhibition space
- Innovators' open studios combined with demonstration and display space

The Port purposefully is not being overly prescriptive as to specific uses in order to generate a wider array of creative responses to the RFP. Since the San Francisco region is home to major museums, the California College of the Arts, the San Francisco Art Institute, wine makers, craft breweries, innovation firms, etc., Port staff believes a new combination of unique visitor serving, destination attraction uses can be conceived of and launched in this exceptional space to serve waterfront visitors, cruise passengers and neighbors without replicating a pre-existing waterfront use.

II. Strategic & Project Objectives

The Port strives to enhance the quality of life and economic vitality of the City and the region. As such, the Port continues to work to reinvigorate its historic waterfront assets to enhance these public benefits. The Site represents a unique and valuable asset for the Port. Activation of the Pier 29 Bulkhead Building enhances the Port's recent investments in the James R. Herman Cruise Terminal, the new 2.5 acre Cruise Terminal Plaza and the historic rehabilitation of the bulkhead portion of Pier 29 following a 2012 fire.

The strategic objectives of this Opportunity are:

- a. to activate and enliven the waterfront for public enjoyment without diluting existing Northeast Waterfront uses;
- b. to return the Pier 29 Bulkhead Building to economic use, generating a significant, on-going revenue stream to the Port's Harbor Fund;
- c. to provide support services and amenities to cruise passengers, park users and visitors to the Port; and

- d. to reopen a rehabilitated historic maritime structure in the Embarcadero Historic District for public-oriented uses that advance the public's understanding and appreciation of the history of the Port of San Francisco Waterfront.

The project objectives of this Opportunity are for a use(s) that:

- a. creates a vibrant people destination serving residents and travelers alike;
- b. cohesively knits the Pier 29 Bulkhead Building into the northeast neighborhoods and the Bay's edge;
- c. celebrates and communicates the quality and cultural diversity of the San Francisco Bay Area;
- d. promotes new technologies and changes in art, culture, society and/or the environmental through creative products and inspirational content;
- e. cultivates innovation, community engagement, and social and environmental responsibility;
- f. creates community partnerships and serves the Bay Area's diverse populations including consistent business and employment opportunities for local workers and companies during the project's operation as well as design and construction phases;
- g. is consistent with the policies, standards and design criteria in the Waterfront Plan and the Waterfront Design & Access Element; and
- h. provides for adaptive reuse of a vacant facility that conforms to the Secretary of the Interior Standards for the Treatment of Historic Properties (Secretary's Standards) and meets all Port Building Code requirements.

III. The Site

The Site consists of approximately 20,000 s.f. of interior space located within the Pier 29 Bulkhead Building. A plan of the Site is included in Appendix A. The Site fronts on The Embarcadero and is within walking distance of the Ferry Building, the City's central business district, Fisherman's Wharf, Chinatown and North Beach. The Site is well placed on The Embarcadero Promenade adjacent to the Port's recently opened James R. Herman Cruise Terminal, adjoining 2.5 acre Cruise Terminal Plaza and historic Beltline Building. The Site does not include any dedicated parking. Delivery services will be limited by security restrictions of the adjacent James R. Herman Cruise Terminal prior to and during cruise ship calls.

The bulkhead portion of Pier 29 was built in 1918 and the entire facility is a contributing resource within the Embarcadero Historic District, which is listed in the National Register of Historic Places. Alterations to the Pier 29 Bulkhead Building to facilitate this Opportunity will require numerous regulatory approvals including conformity with the Secretary's Standards and the Port's Building Code requirements. Proposed work to the substructure of the pier, bulkhead wharf or aprons would be required to meet with the Port's Historic Preservation Review Guidelines for Pier and Bulkhead Wharf Substructures..

Use of the Site must conform to the City's and Port's policies related to good neighbor behavior and environmental stewardship including but not limited to: the Port's Policy for Tenants in

Good Standing^[1], the Port's Retail Leasing Policy, the Port's Policy for Zero Waste Events and Activities Restricting the Sale, Use and Distribution of Certain Plastic Bags, Plastic Bottles, Plastic Food Ware and the Release of Balloons^[2], the City's 0-50-100 Climate Action Plan^[3], the Port's Finger Pier Exiting Guidelines,^[4] the City's Green Building requirements,^[5] and the Port's Stormwater Design Guidelines^[6].

Additionally, the Site is under the jurisdiction of the Port Commission and the San Francisco Board of Supervisors as well as the State Lands Commission and the San Francisco Bay Conservation and Development Commission (BCDC). The Port works very closely with the Northeast Waterfront Advisory Committee (NEWAG), a Port advisory group comprised of community stakeholders in the Northeast Waterfront. NEWAG meets regularly to provide a public forum for interested citizens to gain knowledge of and provide feedback for Port-related projects, including this Opportunity. Analysis and compliance under the California Environmental Quality Act will be required for the Opportunity and use of the Site will be subject to review under the Port's Environmental Risk Management Policy and Financial Assurance Requirements^[7] and Port may require a Port-approved operations plan to address possible environmental risks.

IV. The Environs

The Northeast Waterfront has undergone great change in the last 20 years. The striking series of pierhead and bulkhead buildings provide this area with a unique architectural, historic and maritime industrial character. The evolution of this area has changed the function of the Embarcadero from an industrial service road accessing the piers, to a beautified urban boulevard that supports pedestrian, vehicular, bicycle and public transit modes of travel.

Among the existing developments on Port seawall lots (west side of the Embarcadero) include; the Waterfront Plaza between Sansome and Bay Streets (SWLs 315, 316, 317), the newly renovated Fog City Restaurant at Battery Street (SWL 319), and the landmark Belt Railroad Roundhouse Building at Lombard Street (SWL 318). Developments outside of Port jurisdiction include: the Levi Plaza office and retail complex, and many office and design-related businesses in restored historic buildings along Battery and Sansome Streets. In addition, the inland area has established residential enclaves at the foot of Telegraph Hill. This area, transformed from its industrial beginnings, is now regarded as a stable and desirable urban location.

^[1] See www.sfport.com/ftp/uploadedfiles/meetings/supporting/2009/Item%2010B%20Attachment%20Tenant%20In%20Good%20Standing.pdf

^[2] See www.sf-port/index.aspx?page=2325

^[3] See www.sfenvironment.org/cas

^[4] See <http://sfport.com/Modules/ShowDocument.aspx?documentID=9877>

^[5] See www.sfdbi.org/green-building-ordinance

^[6] See <http://www.sfport.com/index.aspx?page=311>

^[7] See sfport.com/ftp/uploadedfiles/meetings/supporting/2007/Item10bEnvironmentalRiskMgmtPolicy.pdf

Along The Embarcadero, many of the architecturally rich stucco, brick and concrete structures originally built for maritime and industrial operations have been rehabilitated to accommodate new modern office and retail uses, thereby preserving the character of the Port's Embarcadero Historic District on the eastside of the Embarcadero. The west side of the Embarcadero is within the City designated Northeast Waterfront Historic District and together these two historic districts establish a strong economic base. The Port's historic district has a number of high profile tenants (Equity Office, Prologis, Bloomberg, Autodesk and the Exploratorium) and the occupancy and activation of Pier 29 has the potential to undergo such a transformation and continue the renaissance of the waterfront between the Ferry Building and Pier 39.

V. History

Pier 29 is a contributing resource in the Northeast Waterfront Historic District which is listed in the National Register of Historic Places. The construction of Pier 29 was completed in 1918 and is approximately 123,000 s.f. of space in its current configuration.

The bulkhead portion of the building fronting on the Embarcadero was built in the neoclassical architectural style together with Pier 29½ and Pier 31 and forms the Piers 29-51 resource complex.

The Pier 29 shed, along with the bulkhead building, was originally used as a warehouse facility supporting the maritime industry. In more recent years, Pier 29 has been used for a variety of mixed uses such as general storage, parking and construction laydown space.

On June 20, 2012 a fire damaged the Pier 29 bulkhead and shed building. Thanks to the expert work of the San Francisco Fire Department, the fire was contained primarily to the bulkhead building and did not spread into the Pier 29 shed or to the conjoined pier structures, Pier 29½ and Pier 31. While the adjacent buildings were saved, the bulkhead building was destroyed. Soon after the fire Port staff led the effort to reconstruct the bulkhead building consistent with the Secretary's Standards. The Port completed the repairs to the damaged Pier 29 Bulkhead Building in less than 12 months time to host the 34th America's Cup events.

From March 2013 to January 2014, the Pier 29 Bulkhead Building was used by the America's Cup Event Authority in support of the America's Cup events and the activities at Piers 27-29. More specifically, a large portion of the bulkhead building was occupied by the Waiheke Island Yacht Club Restaurant. The restaurant was a temporary "pop-up" facility meant only to exist for the duration of the America's Cup events. The restaurant vacated the Pier 29 Bulkhead Building in January 2014. Subsequently the Pier 29 Bulkhead Building has been part of the area used in completing Phase 2 of the now completed James R. Herman Cruise Terminal and Cruise Terminal Plaza.

VI. Site Condition

Port engineering staff have conducted initial evaluations of the Pier 29 building substructure and superstructure. The Pier 29 substructure, specifically the 20,000 s.f. Site area, is 100 years old

and consists of reinforced concrete slabs supported over reinforced concrete beams spanning over reinforced concrete piles. This substructure in this area is in 'Fair' to 'Good' structural condition. A percentage of the slabs and beams have incurred concrete spalling and rusting of their rebar. Due to the existence of the damaged framing, the substructure is rated for 100 pounds per s.f. live load. A condition of the use of this area is a limit of 100 s.f. per occupant load. The Port has committed in its 2015/16 Capital Budget to fund \$2.7 million in substructure repairs to the marginal wharf underneath the Pier 29 Bulkhead Building. With this investment, Engineering staff believes that the weight load capacity in this area would be increased to at least 200 pounds per s.f. live load.

Piers 27 and 29 substructure decks were seismically strengthened after the 1989 Loma Prieta earthquake using FEMA funds. Piers 27 and 29 substructure decks are up to seismic standards as per current Port Building Code.

The Pier 29 superstructure (i.e., that portion above the pier deck) consists of both the newly rebuilt Bulkhead Building and the attached 99-year old Pier 29 Shed Building. Both structures are framed with long-span wood roof trusses and columns. The Bulkhead Building is in 'Excellent' structural condition. The Shed Building is framed with wood rafters and concrete walls and is in 'Good' structural condition. Neither portion meets current seismic building code requirements for lateral force.

The Port has undertaken an analysis of the vulnerability of the historic seawall running from Fisherman's Wharf to Mission Creek. The Port expects results from such analysis to be available in mid-2016.

Copies of the various aforementioned reports are provided in Appendix B for background information purposes only and for the convenience of Respondents. Respondents are responsible for familiarizing themselves with all aspects of the Site to assess construction requirements and costs and to assure themselves that the information presented or referenced in this RFP is accurate and complete. The Port does not warrant or guarantee that the studies represent an accurate or comprehensive survey of all conditions or code violations at the Site.

VII. Proposed Rent and Key Lease Terms

The actual terms of the lease will be negotiated with Port Staff and are subject to final approval by the Port Commission and the San Francisco Board of Supervisors.

Premises

The premises is comprised of approximately 20,000 square feet of interior space located within the Pier 29 Bulkhead Building. Respondents may propose the specific configuration of the 20,000 s.f. within the bulkhead building in order to allow the Respondent to maximize the viability and success of the proposed use.

Base Rent

Rather than set a minimum base monthly rental rate in this solicitation, Respondents are required to propose a base monthly rate comparable to like situations in the market. Rental adjustments

must also be proposed. A period of rent abatement for the purpose of constructing improvements may be included.

Percentage Rent

If applicable, proposals must include a Percentage Rent payable to the Port on gross receipts for food, beverages and merchandise. Percentage Rent may also be proposed on other revenue streams such as rents from subtenants. The percentage rental rate is not being dictated by the Port but should be comparable to like situations in the market. Port staff and the Port Commission will consider both Base Rent and Percentage Rent in making an award of the Lease.

The higher of the Base Rent or the Percentage Rent would be payable to the Port. In any month in which the Percentage Rent does not exceed the Base Rent, only the Base Rent would be payable to the Port.

Term

Proposals must include a proposed initial term plus option periods, if any, which shall be the minimum length practicably based on the cost and financing of tenant and building improvements in comparable situations in the market.

Capital Investment

Proposals must include descriptions of proposed capital investments and the anticipated level of proposed capital investment.

Form of Lease

The successful Respondent will be required to enter into a lease to be negotiated by and between the Port and Respondent during the period of exclusive negotiations. A copy of the Port's standard form lease is attached hereto as Appendix E (the "Form of Lease") as an example of the Port's standard lease requirements. However, the final lease may be substantially different to: a) reflect the business terms negotiated between the successful Respondent and the Port; b) incorporate any City requirements adopted after the drafting of the Form of Lease; and c) incorporate any other provisions desired by the Port Commission or negotiated by the parties.

VIII. Evaluation of Proposals

Selection Criteria

The Port Commission will select a Respondent with whom to enter into exclusive negotiations. The Respondent must have the demonstrated ability to deliver a project that meets the Port's Project Objectives. The Port will use the following criteria in evaluating the responses to this Request for Proposals:

- A. Organization and experience of the Respondent's team based on clear lines of authority and assignment of responsibilities, demonstrated responsiveness and decisiveness, and overall qualifications and availability of key individuals of the Respondent's team, economic success of similar ventures, relationships with other similar operators, ability to implement

development and or leasing projects quickly and effectively, and ability to work constructively with City and community representatives. **(10 Points)**

B. Qualifications, experience and reputation of the Respondent based on the Respondent's breadth of experience in public/private or private ventures, quality and success of other retail/restaurant ventures over time, uniqueness of other ventures, and ongoing management of retail/restaurant operations. **(15 Points)**

C. Experience and qualifications of design consultants (engineer, architect, landscape architect, interior designer, etc.) based on their experience on projects with similar site characteristics, reputation for flexibility and responsiveness to public and community concerns, compatibility of designs with setting, especially with nearby historic resources, success in integrating indoor and outdoor settings, and experience with design review processes of the City. **(10 Points)**

D. Quality, uniqueness, and potential for success and successful fit of the use concept based on the type and character of the project proposed, targeted clientele, engagement of LBE partners, appeal to a diversity of users, compatibility with the neighborhood's setting, and the extent to which the proposed uses would promote the public trust objectives as set forth in the Burton Act and in the Waterfront Land Use Plan. **(15 Points)**

E. Quality of conceptual design for proposed tenant improvements based on conceptual design and space layout, relationship of the design to the Embarcadero Roadway and Promenade, sensitivity to and integration with adjacent historic properties, the minimum amount of alteration to the building exterior, enhancement of views to, from, through and around the building, and success in meeting design criteria in the Waterfront Plan and its Design and Access Element. **(10 Points)**

F. Financial capacity and plan of the Respondent based on ability to fund preliminary design and predevelopment costs and ability to raise and commit capital for construction, start up operations, and continuing operations and maintenance. Financial viability of the proposal based on adequacy of projected revenues to support the investment, reasonableness of the cash flow analysis (pro-forma), and proposed capital investment for improvements. Description of Capital Investment: Proposals must include descriptions of proposed sources and uses of capital investments and the anticipated level of proposed capital investment. **(20 Points)**

G. Economic return to the Port based on Base Rent and Percentage Rent proposed by Respondent. Term of Lease based on minimum term required to support cost of proposed improvements and comparable situations in the market. **(20 Points)**

The table below shows how the selection criteria will be used in evaluating and scoring the written submittals and the oral interviews. This process is described in greater detail in the next Section (Evaluation and Determination) below.

Criteria	Written Submittal	Oral Interview
A. Organization/Experience of Respondent Team	10	10
B. Qualifications/Experience of Respondent	15	15
C. Experience/Qualifications of Design Team	10	10
D. Quality of Concept	15	15
E. Quality of Conceptual Design for Improvements	10	10
F. Financial Capacity and Plan	20	20
G. Economic Return to the Port	20	20
Total Points (200 maximum points combined)	100 Points	100 Points

Evaluation and Determination

The Port will review each Proposal for initial determination on responsiveness and acceptability in an Initial Screening Process. Elements reviewed during the Initial Screening Process include: Proposal completeness, compliance with format requirements and verifiable references. Proposals are not scored during the Initial Screening Process. Initial Screening is a pass/fail determination as to whether a Proposal meets the threshold requirements described above. Reference check results will be reported to the advisory panel. A proposal that fails to meet these requirements will not be eligible for consideration in the Evaluation Process described below. The Port reserves the right to request clarification from a Respondent prior to rejecting a Proposal for failure to meet the Initial Screening requirements. Clarifications will be “limited exchanges” between the Port and the Respondent for the purposes of clarifying certain aspects of the Proposal, and will not give the Respondent the opportunity to revise or modify its Proposal. Proposals that meet the Initial Screening requirements shall proceed to the Evaluation Process described below.

Port staff, at its discretion, may contact references and industry sources, investigate previous projects and current commitments, and perform other due diligence in order to confirm the qualifications of the Respondents.

The written submittals will be reviewed and evaluated by an advisory panel selected by Port staff, consisting of up to five individuals with experience in real estate economics, real estate development and construction, retail operations and environmental regulatory compliance (“Advisory Panel”), with the assistance from Port staff and/or independent consultants. In addition, one of the five panelists may be a member of the community such as a member of the NEWAG.

The Advisory Panel will review, evaluate and score all of the written proposals initially deemed complete by Port staff. The Advisory Panels’ scoring of the written proposals will be worth 100 points as described above.

Following the evaluation of the written proposals, up to five of the highest scoring Respondents may be invited to interviews with the Advisory Panel. Interviews will consist of standard questions asked of selected Respondents, and specific questions regarding individual leasing concept proposals. Interviews will be worth 100 points. Points awarded for interviews will be separate from the points awarded from the written submittal process and will be of equal weight

as the written scores. The lead staff of the Respondent should be present for the interview as well as the lead staff of any partners, including Local Business Enterprise firms.

The Port reserves the right to request clarification or additional information from individual respondents and to request that some or all Respondents make informational presentations to the Port Commission, community groups, or others. Port staff will select the most qualified Respondent and make a final recommendation to the Port Commission, which may differ from the recommendation made by the Advisory Panel. The Port Commission, in its sole discretion, will determine whether to authorize exclusive negotiations with a selected Respondent and ultimately whether to enter into a lease.

IX. Exclusive Negotiations

After evaluation and determination of the most qualified Respondent(s), Port staff may recommend that the Port Commission authorize staff to enter into exclusive negotiations with a single Respondent. Upon Port Commission authorization of exclusive negotiations, the selected Respondent must submit a \$30,000 non-refundable fee (inclusive of the Earnest Money Deposit described below) for a four (4)-month period of exclusive negotiations during which:

- A lease agreement and related documents for the lease of the Site and construction of tenant improvements in a final form approved by the San Francisco City Attorney Office will be negotiated incorporating specific terms including, but not limited to, the Port's and lessee's responsibilities, the economic parameters, construction standards and requirements, and a performance schedule;
- The selected Respondent will complete its "due diligence" review of the Site, finalize financial projections, and complete preliminary plans including, but not limited to, floor plans, elevations, and renderings; for the Site; and
- The selected Respondent, with the Port's assistance, will complete the project approval processes and any required supplemental environmental review.

The period of exclusive negotiations may be extended solely at the Port's option. The fee for extending the period for exclusive negotiations will be Ten Thousand Dollars (\$10,000.00) per month payable in advance.

X. Project Approvals

The Respondent's specific plans for the Site will require various regulatory permits and approvals, and each Respondent is solely responsible for determining building permits and approvals that will be required for the construction and operations proposed at the Site and for obtaining such permits and approvals. The following information is intended to help Respondents in this determination, but is not a complete summary of all required permits or approvals or a representation that any required permits or approvals will be issued to an operator, lessee or contractor.

Environmental Review

Respondent will be required to submit an Environmental Evaluation application to the San Francisco Planning Department to support any change or intensification of use. Additionally, environmental review may also be required for projects that propose to alter the structure because it is a contributing resource within the Embarcadero Historic District which is listed in the National Register of Historic Places and is officially recognized as an historical resource under the California Environmental Quality Act (CEQA).

All applicable requirements of CEQA must be met before the Port Commission or Board of Supervisors will authorize the project and/or execute a lease. Likewise, CEQA review of the project must be completed prior to the authorization of building permits by the Port for [interior or?] exterior alteration of the structure. As a part of the environmental evaluation the applicant will be responsible to retain a qualified historic preservation architect to prepare an Historic Resource Evaluation Report assessing the impact(s) of the proposed physical changes to the contributing historic resource and its character defining features. Additionally, permits for alteration and construction to the interior and exterior of the contributing historic resource require analysis by Port to determine whether the proposed use and associated alterations are consistent with the Planning Department's environmental review determination, the Port's Waterfront Land Use Plan, Secretary's Standards and applicable Port Design and Signage Criteria.

Waterfront Land Use Plan

Pier 29 is located in the Northeast Waterfront Area in the Port's Waterfront Land Use Plan ("Waterfront Plan"). The Waterfront Plan identifies the following objectives for the Northeast Waterfront Area:

- Maximize opportunities for the retention of maritime operations.
- Activate this area with an array of uses which establish a daytime and nighttime presence, but are not primarily tourist-oriented.
- Protect and enhance the historic maritime character of the contributing historic resource and the Embarcadero Historic District.
- New development should highlight the location of the area as a gateway to the North Beach and Chinatown neighborhoods to the west, and Fisherman's Wharf to the north.
- Provide new public access amenities which highlight newly created points of interest.
- Establish high standards in the design of new development that give rise to a new architectural identity for the shoreline north of China Basin Channel.

The Waterfront Plan identifies the following acceptable uses for Pier 29: cargo shipping, ferry and excursion boats, historic ships, maritime office, maritime support services, passenger cruise ships, temporary and ceremonial berthing, water taxis, open space, public access, assembly and entertainment, general office, museums, retail (includes restaurants), recreational enterprises, wholesale trade/promotional center, community facilities, and accessory uses of parking.

State Lands Commission and the Public Trust

Like the majority of Port properties, Pier 29 was historically composed of tide and submerged lands owned by the State and subject to the common law public trust doctrine. Public trust lands are held on behalf of the people of the State for purposes of navigation, fisheries and commerce. Tide and submerged lands remain subject to the trust even after they have been filled, unless the trust is terminated by the Legislature. Pier 29 and other State sovereign lands were transferred in 1969 to the City pursuant to the Burton Act, subject to the trust and other requirements of the Burton Act. The California State Lands Commission (“State Lands”) has oversight and enforcement authority over Port Commission development projects and, as reflected in recent San Francisco waterfront projects, are frequently asked to affirm a particular project’s consistency with the public trust.

The public trust generally prohibits certain uses (e.g., general office, housing, many types of retail, commercial, and non-water-oriented recreational uses) in favor of maritime, open space, environmental restoration and visitor-serving facilities (including tourist retail, hotels, and parking areas). On a case by case basis, State Lands has recognized preservation of historic maritime facilities as a factor to determine public trust consistency. Accordingly, State Lands has been willing to allow some portion of historic structures to include non-trust uses, where those uses will generate revenue to finance pier repair and rehabilitation consistent with the Secretary of the Interior Standards for Historic Rehabilitation and will not interfere with the public’s ability to access and enjoy the historic features of the structure. Non-trust uses are typically prohibited in facilities constructed on trust property.

Historic Preservation Process

Pier 29 is a contributing resource within the Port of San Francisco’s Embarcadero Historic District which is listed on the National Register of Historic Places. As part of the District’s nomination, the Port developed Historic Preservation Review Guidelines (“Guidelines”) to define how the Secretary’s Standards should be interpreted and applied to the repair, maintenance and alteration of pier and bulkhead wharf substructures, including aprons to ensure its responsible management and stewardship. The Guidelines define parameters for the repair, maintenance or alterations to Pier 29’s pile foundations, substructures, deck, aprons and the bulkhead wharf upon which Pier 29 resides. Building on the project evaluation done in the CEQA process, the Port’s Planning staff would determine whether the proposed use and associated alterations are consistent with the Planning Department’s environmental review determination, the Port’s Waterfront Land Use Plan, Secretary’s Standards, Port Historic Preservation Guidelines and applicable design and signage criteria. This historic preservation review will analyze the project’s impact(s) on the contributing resource and its character defining features which include but are not limited to the following:

Exterior

- Neo-classical symmetrical design
- Obstructed roofline
- Monitor light-wells with multi-light windows
- Massive voussoir-lined arch with roll-up doors and a wooden flagpole
- Decorative cornice with dentils

- Clean unobstructed parapet and roof lines
- Minimal historic signage
- Recessed punched window and door openings
- Multi-light wood windows

Interior

- Open interior volume with two rows of columns running the length of the interior that provide east-west views through the bulkhead and shed
- Exposed timber and steel structural system with walls of board formed concrete in the shed

San Francisco Bay Conservation and Development Commission (“BCDC”)

BCDC is a state agency with jurisdiction over the San Francisco Bay and the first 100 feet inland from its shoreline regulating fill, dredging and changes in use. BCDC regulates new development, as well as improvements and use of Port structures within its jurisdiction to ensure that maximum feasible public access to and along the Bay is provided. Landside uses and structural changes are governed by BCDC’s plans and regulations. For major leases and most renovation of Port structures, BCDC along with its Design Review Board review these projects in conformance with the BCDC San Francisco Bay Plan and the San Francisco Waterfront Special Area Plan and issue a Major Permit with the leaseholder and Port as co-applicants.

Business Licenses

Respondent will be solely responsible for obtaining required licenses associated with its proposed use of the Site, including, but not limited to, those from the City’s Department of Public Health and Treasurer/Tax Collector.

Permits

The Port, acting in its regulatory capacity, will issue the Building and/or Encroachment permits for any required project construction, including site preparation, infrastructure and utility improvements, and architectural and signage design review and approvals. The Respondent must follow all the Port’s specific building requirements as set forth in the Port Building Code, which is available on the Port’s web site (www.sfport.com).

Additionally, Respondent will be responsible for obtaining and maintaining all required permits for its operations at the Site, including but not limited to permits from the City’s Public Health Department, Fire Department, Treasurer/Tax Collector, California Department of Alcoholic Beverage Control, and any other agency as may be required.

Port of San Francisco

The Port Commission, acting in its proprietary capacity as landlord, has authority to approve an agreement to enter into exclusive negotiations with the selected Respondent and must approve any final lease and related documents for the lease of the Site and any improvements thereto.

Board of Supervisors

Under Charter Section 9.118, leases of real property for a period of ten (10) or more years and leases having anticipated revenue to the City of \$1 million dollars or more are required to be approved by the Board of Supervisors.

XI. Schedule

The schedule for selection is as follows:

- | | | |
|------------------------------------------------|----------------|-------------------------|
| • Issuance of RFP: | | December - 2015 |
| • Pre-submittal Meeting & Site Tour: | 1:00 PM | January 21, 2016 |
| • Submittal of Proposals Due: | 5:00 PM | March 10, 2016 |
| • Selection of bidders for additional review: | | April - 2016 |
| • Interviews of selected bidders: | | May - 2016 |
| • Port Commission approval of selected bidder: | | June - 2016 |
| • Execution of ERN and lease negotiations: | | Summer - 2016 |
| • Port Commission approval of lease: | | Fall - 2016 |
| • Board of Supervisors approval of lease: | | Fall - 2016 |

Contact for Information

Any questions from potential Respondents regarding this Request for Proposals should be submitted in writing to: Mark Lozovoy, Project Manager, Port of San Francisco, Pier 1, San Francisco, CA 94111, or to mark.lozovoy@sfport.com. Such written questions will be responded to either orally at the Pre-submittal Meeting or, if received after the Pre-submittal Meeting, in writing with copies to all potential Respondents who register at the Pre-submittal Meeting. Oral inquiries will not be accepted, except at the Pre-submittal Meeting.

XII. Submittal Requirements

Six (6) numbered sets of the information requested below shall be submitted to the Port, with the exception of Financial Capacity materials (Item F below), two (2) copies of which are to be submitted to the Port under separate cover. In accordance with the Sunshine Ordinance (Section 67.24(e) of the San Francisco Administrative Code), all responses and other communications from interested parties shall be open to inspection by the public upon request, immediately after a contract is awarded. Financial Capacity materials submitted by a Respondent will be kept strictly confidential until and unless that Respondent is awarded the opportunity.

Submittal Format

Information provided must be submitted with the following format, identifying each item by letter and number. A Proposal submitted with incomplete or missing forms, or received after the submittal deadline will be deemed non-responsive and will be rejected. After a Proposal has been submitted, no modifications to the Proposal will be allowed.

A. Organization and Experience of Respondent's Team

A.1 Identify the type of legal entity which would contract with the Port, including any and all joint venture/limited partners and percentage interests and capital/equity committed to the entity. Identify all entities that are LBEs.

A.2 Describe the intended role of each partner in the implementation of the lease and improvements and the responsible entity in the organizational structure for various construction and leasing activities and the ongoing property management.

A.3 Describe the role and provide resumes describing the relevant experience and qualifications of the project manager and key members of Respondent's team identified in A.2 above who would implement this project. Give the name, telephone number and address for at least three (3) business references. Do not list the Port. The Port may, but is not obligated to, contact any or all of these references.

A.4 Describe the key consultants and relevant experience, including but not limited to financial, marketing, engineering, and architectural/design consultants. Describe engagement of LBEs as participants in the project.

A.5 Identify, describe, and provide photographs of no more than three (3) other similar ventures, including the financial and other types of participation of each member of the Respondent's team in each venture over time (include location, size, type of operation, project cost, sources of capital, success over time, current management/owner).

A.6 Provide a timeline from exclusive right through negotiation period to construction and beginning of operations.

B. Qualifications and Experience of Respondent

B.1 Identify the qualifications of all persons/entities that will play a significant role in the proposed operations, including their duties, years of experience, names of other establishments where they have worked and any other relevant information. Resumes may be included.

B.2 Describe no more than three (3) comparable establishments owned, leased or operated by the Respondent. Describe each site's use, size, and type of operation, business concept, location (address), gross annual revenues received over time, years of operation, ownership interest, and any other relevant information. Provide photographs if available.

B.3 Give the name, telephone number and address for at least three (3) business references. Do not List the Port. The Port may, but is not obligated to, contact any or all of these references.

C. Experience and Qualifications of Design/Engineering Consultants

C.1 Describe the relevant experience of each member of the Respondent's design team (architect, historic architect, engineer, interior designer, etc.)

C.2 Give the name, telephone number and address for at least three (3) references who can address each member of the Respondent's design team's flexibility and responsiveness to public and community input. Do not list the Port.

C.3 For each member of the Respondent's design team, provide photos, sketches and other materials of no more than three (3) other relevant design ventures, particularly those with similar settings.

D. Quality of Concept

D.1 Describe the uses and type of operation proposed. For example; if a artist/designer/maker space is proposed, include the ambiance to be created, items to be created, made and sold, and price ranges for items sold.

D.2 Describe the retail merchandise (if any). Describe the food and beverage uses (if any).

D.3 Describe how the proposed uses will complement the neighborhood and surrounding environment.

D.4 Describe the management and operational structure of the business, staffing and business hours.

D.5 Describe the Business Plan for start-up, marketing, and on-going operations.

E. Quality of Conceptual Design for Improvements

E.1 Provide conceptual design sketches for improvements to be installed including site plan, floor plan, elevation and perspective renderings.

E.2 Provide a narrative description of the design concept.

E.3 Show the general relationships of the improvements to the adjacent Embarcadero Promenade, surrounding buildings and other improvements. Demonstrate how indoor and outdoor space would be utilized and integrated with the Embarcadero Promenade and adjacent structures.

E.4 Show all pedestrian and vehicular ingress and egress points, and areas for loading and unloading of passengers and goods.

E.5 Illustrate views to, from, through and around the project.

E.6 Describe the materials to be used and indicate their application in the conceptual design.

E.7 Describe compliance with applicable standards for historic preservation.

F. Financial Capacity and Plan

Provide evidence of access to equity capital and financing resources to carry out the proposed project, supported by:

F.1 The most recent available credit report and audited financial statements for the past three (3) years of each principal partner and joint venture participant, including statement of changes in financial position and statements of any parent organizations and any materially relevant subsidiary units, identifying any projects with negative cash flows, amount of developer's recourse debt, any non-performing loans, and the amount of guarantees and/or contingent liabilities.

F.2 Describe composition of current business portfolio, listing the following for each project: project name, type, location (city, state), date completed, project size (rentable area), value, debt, role (developer, manager, etc.), ownership interest.

F.3 Provide recent history (last 2-3 years) in obtaining financing commitments, detailing type of project, financing source, amounts committed, etc.

F.4 Provide list of projects in the pipeline including status, development schedule and financial commitment required of developer.

F.5 Provide source of equity and/or subordinate mortgage capital for funding the proposed Project and use of capital in building/improving the proposed project.

Explain the following.

F.6 How the entity will be capitalized.

F.7 Proposed capital investment for improvements.

F.8 Sources of financing for the initial physical improvements to be installed at the Site.

F.9 Sources of working capital to cover operating costs and to adequately maintain operations at a high level from the start-up period through seasonal variations in revenue production.

F.10 Cash flow projections (pro-forma) showing revenue by type, operating expenses, net operating income, use of capital, debt service and net cash flow.

G. Economic Return to the Port

Provide proposal for economic return to the Port based on Base Rent and Percentage Rent proposed by Respondent. Term of lease based on minimum term required to support cost of proposed improvements and comparable situations in the market.

- G.1 Base Rent proposal.
- G.2 Percentage Rent proposal.
- G.3 Proposed term of lease and any options.

H. Participation of Locally Owned Business Enterprises

The Port Commission encourages the participation of Local Business Enterprises (“LBEs”) and CMD-Certified Small and Local Economically Disadvantaged Business entities in this RFP opportunity. Respondents are encouraged to include a Local Business Enterprise as a partner either in providing specific goods or services such as community outreach engagement and development, operations, maintenance, security or managing the retail or other operations as an actively participating partner of the Respondent as it relate to this opportunity.

I. Earnest Money Deposit

Earnest Money Deposit in the amount of Ten Thousand Dollars (\$10,000.00) payable to the Port in the form of a cashier’s or certified check. This deposit shall be returned to all Respondents except the Respondent with whom the Port enters into exclusive negotiations.

J. Statement of Ability to Comply with City Requirements and Agreement to Conditions

Please provide an executed original of the “Statement of Ability to Comply with City and Other Governmental Requirements and Agreement to Conditions,” the form of which is attached as Appendix G, signed by an authorized representative of the Respondent.

Submittal Deadline

Submittals must be delivered by hand to the Port of San Francisco, Pier 1, San Francisco CA 94111, no later than 5:00 P.M. PST on Thursday, March 10, 2016.

All responses must be addressed to the attention of Mark Lozovoy, Project Manager, and marked “Request for Proposals: Pier 29 Bulkhead Building.”

XIII. City Requirements

As shown in the Standard Form of Lease attached as Appendix F, tenant must comply with all City requirements in effect, including without limitation: (1) Non-Discrimination in Contracts and Property Contracts (including providing equal benefits) (SF Admin. Code Section 12B and C); (2) Tropical Hardwood and Virgin Redwood Ban (San Francisco Admin. Code Section 12I); (3) Health Care Accountability Ordinance (San Francisco Admin. Code Section 12Q); (4) MacBride Principles – Northern Ireland (San Francisco Admin. Code Section 12F); (5) Alcohol and Tobacco Products Advertising Ban (San Francisco Admin. Code Section 4.20); (6) San Francisco Integrated Pest Management Program (San Francisco Admin. Code Section 39.1); (7) Prevailing Wages for various trades and activities (San Francisco Admin. Code Sections 6.22(e) and 21C); (8) Local Hiring requirements and Plan (San Francisco Admin. Code Section 6.22(f) and (g)); (9) Graffiti (San Francisco Public Works Code Article 23); (9) Criminal Background (San Francisco Admin. Code Chapter 12T); (10) First Source Hiring (San Francisco Admin. Code §83.1 et.seq) and (11) Limitations on Contributions (San Francisco Campaign and Governmental Conduct Code Section 1.126). The lessee for a restaurant with more than 50 employees will also be required to comply with the Employee Signature Authorization Ordinance (San Francisco Admin. Code Sections 23.50-23.56) which requires employers to enter into a “card check” agreement with a labor union regarding the preference of employees to be represented by a labor union to act as their exclusive bargaining representative.

As part of the RFP package, each Respondent must submit a written acknowledgement in the form attached hereto, stating that it has reviewed, understands, and can comply with the City Requirements set forth in Section 28 of the Form of Lease, and other terms and conditions set forth in Section IX hereof.

Additional information regarding Contract Monitoring Division (CMD) requirements can be found in the attached memorandum to prospective tenants of the Port, or by calling Lupe Arreola at (415) 274-0511. The Port strongly encourages small, local, woman and minority owned businesses to bid, either as a sole bidder or as a joint venture.

Prevailing Wages. Respondent hereby acknowledges that it has read and understands Section 6.22(e) of the City’s Administrative Code and agrees that the Lease Agreement shall be subject to and Tenant shall comply with all obligations and requirements imposed by that section. In connection therewith, Tenant (and any of its subcontractors under this Lease Agreement) shall pay its contractors and subcontractors wages in an amount at least equal to the highest general prevailing rate of wages as paid for similar work in the City and County of San Francisco in private employment, as fixed and determined by the Board of Supervisors pursuant to Section 6.22 of the City’s Administrative Code. Tenant (and any of its subcontractors under this Lease Agreement) shall also keep, or cause to be kept, an accurate record showing the name, place of residence, citizenship, occupation and per diem pay of each person engaged by Tenant in the execution and performance of this Lease Agreement. Such records shall at all times be open and available to the Port and its duly authorized agents for inspection and examination.

Respondent will also have an approved Local Hiring Plan as required by SF Admin Code Section 6.22(g).

Additional information regarding highest general prevailing wage rates may be obtained by contacting the Civil Service Commission at (415) 252-3247.

XIV. Other Terms and Conditions

Policy of Nondiscrimination on the Basis of Disability and Equal Employment Opportunity Statement

The Port of San Francisco does not discriminate on the basis of disability in employment or in the admission and access to its programs or activities.

Wendy Proctor, Port of San Francisco, Pier 1, San Francisco, CA 94111, has been designated to coordinate and carry out the Port's compliance with the nondiscrimination requirements of Title II of the Americans with Disabilities Act (ADA). Information concerning the provisions of the ADA, and the rights provided thereunder, are available from the ADA Coordinator.

Sale/Transfer/Refinancing

The Port expects to participate in the proceeds that the Tenant receives from the sale, transfer or refinancing of the leasehold.

Maintenance/Repairs

During the term of the lease, the Tenant shall be responsible for all improvements, maintenance, repairs and operating expenses associated with the Site, including any non-exclusive areas such as public access areas, utilities, and general buffer areas.

Possessory Interest and Other Taxes

The Tenant will be required to pay possessory interest taxes on the assessed value of the leasehold interest. The Tenant also will be required to pay other applicable city taxes, including sales and payroll taxes.

Security Deposit

A security deposit will be required in an amount equal to no less than two (2) month's Base Rent in the form of cash.

Insurance Requirements

Throughout the term of the Lease, the Tenant will be required to maintain insurance typical for the approved project in amounts and with limits determined appropriate by the Port, the City's Risk Manager, and with carriers acceptable to the Port. Insurance will include, but is not limited to: comprehensive general liability; workers' compensation; property insurance on the Premises; automobile liability; watercraft liability; personal property; business interruption; builder's risk; pollution legal liability; a policy endorsement in a form acceptable to Port; and any other insurance required by law. The Port and City must be named as additional insureds.

Environmental Deposits

The lease will require two forms of environmental financial assurance designed to protect the Port and the community from liability potentially arising out of the tenant's uses and operations at the premises:

1. A Letter of Credit (Environmental Performance Deposit) in a form determined by the Port and in an amount sufficient to compensate the Port for any damage it might incur as a result of the tenant's failure to perform its environmental obligations.
2. A \$10,000 Environmental Oversight Deposit which may be used by the Port if the Tenant receives a Notice of Violation or regulatory order and such notice of violation cannot be cured or Tenant cannot comply with such regulatory order within 14 calendar days after delivery of such notice, and the Tenant is not actively working to cure such notice of violation or comply with such regulatory order.

Hazardous Materials

During the "due diligence" period, the Respondents may conduct environmental site assessments of the Site. The Port will make existing information about physical and environmental conditions available to Respondents.

Operations Plan

All Permitted Uses must be performed in compliance with an Operations Plan approved by the Port detailing environmental performance measures during construction and ongoing operations of the facility under the lease. The Operations Plan must address issues such as; health and safety mitigations during construction, dust control, manage stormwater, handle hazardous materials, recycling of unused materials, janitorial and cleaning operations, food preparation and handling, hours and full description of operations etc.

Assignment/Sublease

The Port will have the right to approve any assignment, sublease or transfer of the Lease, subject to any participation provisions, as described above under the heading "Sale/Transfer/Refinancing".

Climate Change and Plan for Sea Level Rise

Repair and re-tenanting of the Pier 29 Bulkhead Building may result in these improvements being placed at risk as sea levels rise over the next decades. The lease includes provisions to address future flood mitigation measures, should these be needed to protect the property or public safety. During the term of the proposed lease, there is some risk that: (a) all or a portion of the Premises will be inundated with water due to floods or sea level rise; (b) sea level rise will increase the cost of Substructure repairs and/or prevent or limit the ability to make repairs to the Substructure; and (c) Port cannot guarantee that piers, decks, wharves, and aprons will be suitable for leased occupancy during the entire Term of this Lease.

Earthquake Vulnerability Study

The Port is currently in the process of conducting an Earthquake Vulnerability Study of the Northern Waterfront Seawall, a component of the overall effort to improve resiliency of the waterfront by quantifying risks, prioritizing actions, and executing improvement projects. The Northern Waterfront Seawall ("Seawall") stabilizes four miles of historic waterfront stretching

continuously from Fisherman's Wharf to Mission Creek. The Earthquake Study is a high level engineering study that will assess earthquake vulnerability, predict damage and economic impacts from a range of earthquake events, develop conceptual mitigation alternatives, and make recommendations for further action and/or study. The information is vital for the Waterfront Land Use Plan Update and to inform Port and City efforts to respond to climate change and sea level rise. Draft of the study and recommendations are expected to be released in mid-2016.

Community and Good Neighbor Policies

Tenant shall be required to adhere to all Community and Good Neighbor Policies currently in effect and those that may be enacted in the future.

Performance Benchmarks

All documents governing the approval and development of the Site will contain time and performance benchmarks, including provisions for payment of liquidated damages, with termination for non-performance.

Respondent's Duty to Investigate

The Port will convey the Site to the lessee in an "AS IS" condition. It is the sole responsibility of the selected Respondent to investigate and determine the condition of Pier 29 Bulkhead Building, including existing and planned utility connections, and the suitability of the conditions for any proposed improvements and use.

The information presented in this RFP, and in any report or other information provided by the Port is provided solely for the convenience of the interested parties. It is the responsibility of interested parties to assure themselves that the information contained in this RFP or other documents is accurate and complete. The Port and its advisors provide no representations, assurances, or warranties pertaining to the accuracy of the information. Respondents are responsible for reviewing all portions of this RFP and any other information provided by the Port in relation to this RFP. Respondents are to notify the Port in writing of any ambiguity, discrepancy, omission, or other error in this RFP promptly after discovery, but in no event later than 15 business days before the deadline to submit submittals. An interested party that does not give timely notice to the Port will be deemed to have waived any ambiguity, discrepancy, omission, or other error in this RFP. Modifications and clarifications will be made by addenda as provided below.

Conditional Nature of Offering

The Port's issuance of this RFP is not a promise or agreement that the Port will actually enter into any contract. The Port expressly reserves the right at any time to:

1. Waive any technical defect or informality in any submittal or submittal procedure that does not affect or alter the submittal's substantive provisions;
2. Reject any or all submittals;
3. Suspend any and all aspects of the process indicated in this RFP;
4. Amend this RFP;
5. Terminate this RFP and issue a new request for interest, qualifications or proposals;
6. Request some or all respondents to revise submittals;

7. Select a tenant by any other means;
8. Offer new leasing opportunities in the area at any time;
9. Extend deadlines for accepting submittals, or accept amendments to submittals after expiration of deadlines; or
10. Decide not to pursue this offering.
11. In awarding the opportunity and finalizing any lease, modifying, refining, and otherwise clarifying the permitted uses to reflect the selected proposal, with such changes therein as may be desired provided that such changes will not change the overall substance of the proposal.

The Port's failure to object to an error, omission, or deviation in any submittal will in no way modify this RFP or excuse respondents from full compliance with the requirements of this RFP. The Port may modify, clarify, and change this RFP by issuing one or more written addenda. Addenda will be posted on the Port's website, and notice of the posting will be sent by electronic mail to each party receiving an RFP. The Port will make reasonable efforts to notify interested parties in a timely manner of modifications to this RFP but each respondent assumes the risk of submitting its submittal on time and obtaining all addenda and information issued by the Port. Therefore, the Port strongly encourages interested parties to register as an interested party and check the Port's web page for this RFP frequently.

Respondent Selection Does Not Guarantee Project Approval

The Port Commission's selection of a respondent and authorization to commence exclusive negotiations may not be construed as an approval of the proposed project. The Port will not enter into any lease for any of the Pier 29 Bulkhead Building project until environmental review under the California Environmental Quality Act ("CEQA") is complete. Changes to the proposed project may occur or be required during the course of public review of the proposed project, during the approval processes that will follow CEQA review, and in response to other City, Port, and public concerns that may arise, and those changes may require additional CEQA review if the changes have not already been analyzed. If a project is found to cause significant adverse impacts, the Port retains absolute discretion to require additional environmental analysis, and to: (1) modify the project to mitigate significant adverse environmental impacts; (2) select feasible alternatives that avoid significant adverse impacts of the proposed project; (3) require the implementation of specific measures to mitigate the significant adverse environmental impacts of the project, as identified upon environmental evaluation in compliance with applicable environmental law; (4) reject the project as proposed if the economic and social benefits do not outweigh otherwise unavoidable significant adverse impacts of the project; or (5) approve the project upon a finding that the economic and social benefits of the project outweigh otherwise unavoidable significant adverse impacts. The Port is issuing this RFP in its capacity as a landowner with a proprietary interest in Pier 29 Bulkhead Building as a whole, and not as a regulatory agency of the City. The Port's status as an agency of the City will not in any way limit any selected respondent's obligation to obtain requisite approvals from City departments (including the Port), boards, or commissions with jurisdiction over a proposed project. Under the San Francisco Charter, no officer or employee of the City and County of San Francisco, including the Port, has authority to commit the Port to any project until the Port Commission has approved the transaction following completion of CEQA review and, if required, the San Francisco Board of Supervisors has approved the lease.

Objections to the RFP

Should a prospective Respondent object on any ground to any provision or legal requirement set forth in the RFP (including all Appendices and all Addenda), including but not limited to Objections based on allegations that: (i) the RFP is unlawful in whole or in part; (ii) one or more of the requirements of the RFP is onerous, unfair or unclear; (iii) the structure of the RFP does not provide a correct or optimal process for the solicitation of a tenant; (iv) the RFP contains one or more ambiguity, conflict, discrepancy or other error; or (v) the RFP unnecessarily precludes alternatives to the subject opportunity, the prospective Respondent must provide timely written notice of Objection as set forth below.

- A. An Objection must be received in writing to the Port no later than 5:00 p.m. on the 14th calendar day after the RFP has been issued**
- B. The Objection shall state the basis for the Objection, refer to the specific requirement or portion of the RFP at issue, and shall describe the modification to the RFP sought by the prospective Respondent. The Objection shall also include the name, address, telephone number, and email address of the person representing the prospective Respondent.
- C. The Port, at its discretion, may make a determination regarding an Objection without requesting further documents or information from the prospective Respondent who submitted the Objection. Accordingly, the initial Objection must include all grounds of objection and all supporting documentation or evidence reasonably available to the prospective Respondent at the time the Objection is submitted. If the prospective Respondent later raises new grounds or evidence that were not included in the initial Objection, but which could have been raised at that time, then the Port may not consider such new grounds or new evidence.
- D. Upon receipt of a timely and proper Objection, the Port will review the Objection and conduct an investigation as it deems appropriate. As part of its investigation, the Port may consider information provided by sources other than the prospective Respondent. At the completion of its investigation, the Port will provide a written determination to the prospective Respondent who submitted the Objection. If required, the Port may extend the proposal submittal deadline to allow sufficient time to review and investigate the Objection, and issue Addenda to incorporate any necessary changes to the RFP.
- E. Objections not received within the time and manner specified will not be considered. A Respondent's failure to provide the Port with a written Objection as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeit the Respondent's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings.

A Respondent may not rely on an Objection submitted by another Respondent, but must timely pursue its own Objection.

Protest of Award

Within five (5) working days of the Port's notice of the most qualified Respondents which would be recommended to the Port Commission for award of a Lease(s), any Respondent who submitted a responsive proposal that was evaluated during the evaluation process and believes that the Port has unfairly selected another Respondent for award may submit a written notice of protest.

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 Respondent must specify facts and evidence sufficient for the Port to determine the validity of the protest. All protests must be received by the Port on or before the fifth (5th) working day following the Port's notice. The Respondent submitting the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other Respondents who may be adversely affected by the outcome of the protest.

The Port will provide protested affected Respondents with five (5) working days from their receipt of the protest to submit a written response to the protest.

The Port, in its discretion, may make a determination regarding a protest without requesting further documents or information from the Respondent who submitted the protest. Accordingly, the initial protest must include all grounds of protest and all supporting documentation or evidence reasonably available to the prospective Respondent at the time the protest is submitted. If the Respondent later raises new grounds or evidence that were not included in the initial protest, but which could have been raised at that time, then the Port may not consider such new grounds or new evidence.

Upon receipt of a timely and proper protest, the Port will review the protest and conduct an investigation as it deems appropriate. As part of its investigation, the Port may consider information provided by sources other than the protesting and protested Respondents. The Port may also consider supplemental correspondence or other information relating to the original ground(s) of protest submitted by a protesting Respondent and/or a protested Respondent to the extent the Port determines that such information will assist it in resolving the protest. At the completion of its investigation, the Port will provide a written determination to the Respondent who submitted the protest, with a copy to the protested Respondent(s).

Protests not received within the time and manner specified will not be considered.

A Respondent may not rely on a protest submitted by another Respondent, but must timely pursue its own protest.

The procedures and time limits set forth in this section are mandatory and are a Respondent's sole and exclusive remedy in protesting a Lease award to another Respondent. Failure to comply with these protest procedures shall constitute a complete and irrevocable waiver of the ground(s) of protest and forfeit the Respondent's right to raise such ground(s) of protest later in the RFP process, in a Government Code Claim, or in other legal proceedings.

Delivery of Objections and Protests

If an objection, protest or response to a protest is mailed, the Respondent or protested Respondent bears the risk of non-delivery within the deadlines specified above. Objections, protests and responses to protests should be transmitted by a means that will objectively establish the date the Port received the objection, protest or response. Objections, protests, notice of protests, and responses to protests made orally (e.g., by telephone) will not be considered. Objections, protests and responses to protests must be delivered to:

Port of San Francisco
Director of Real Estate
Real Estate Division
Pier 1, The Embarcadero
San Francisco, CA 94111

Claims Against the Port

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

Sunshine Ordinance

All communications about this RFP are subject to the San Francisco Sunshine Ordinance and other public records laws. Neither the Port nor the City will be responsible under any circumstances for any damages or losses incurred by a respondent or any other person or entity because of the Port's release of information in response to a public records disclosure request. In accordance with Section 67.24(e)(1) of the San Francisco Administrative Code:

Contracts, contractors' bids, responses to requests for submittals and all other records of communications between the Port and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this ordinance 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 benefit until and unless that person or organization is awarded the contract or benefit. Information covered by this provision will be made available to the public upon request.

Financial Obligations

Each Respondent is responsible for all costs incurred in responding to this RFP. The Port has no financial responsibility for any costs incurred by a Respondent in responding to this RFP. The Port will not pay a finder's or broker's fee in connection with this RFP. Respondents will be solely responsible for the payment of all fees to any real estate broker(s) with whom the Respondent has contracted.

Submittals Become Port Property

All submittals submitted will become the property of the Port and may be used by the Port in any way deemed appropriate.

Interpretation

For the purposes of this RFP, the terms "include," "included" and "including" will be deemed to be followed by the words "without limitation" or "but not limited to," and, where required by the context, the singular includes the plural and vice versa, and the feminine gender includes the masculine and vice versa. Section and paragraph headings used in this RFP are for reference only and are not to be used to interpret the provisions of this RFP.

PORT OF SAN FRANCISCO

APPENDICES

TO

REQUEST FOR PROPOSALS
PIER 29 BULKHEAD BUILDING
RETAIL LEASING OPPORTUNITY

APPENDIX A

Pier 29 Bulkhead Building Site Plan

APPENDIX B

Condition Surveys
Pier 29 Bulkhead Building

APPENDIX C

Excerpts from the Port of San Francisco Waterfront Land Use Plan

Available on the Port's website: sfport.com

Please note that the full document is available for viewing at any time during normal business hours from 8 am to 5 pm at the Port offices in Pier 1, San Francisco, CA 94111.

Please contact: Diane Oshima 415-274-0553

APPENDIX D

Excerpts from the Waterfront Design and Access Element

Available at the Port's website: sfport.com

Please note that the full document is available for viewing
at any time during normal business hours from 8 am to 5 pm
at the Port offices at Pier 1, San Francisco, CA 94111
Please contact: Dan Hodapp 415-274-0625.

APPENDIX E

Standard Form of Lease

APPENDIX F

City Requirements

APPENDIX G

**Statement of Ability to Comply
with City and Other Governmental Requirements
and Agreement to Conditions
for
Pier 29 Bulkhead Building**

Name of Respondent: _____

- 1) The undersigned is a Respondent for this Pier 29 Bulkhead Building Leasing Opportunity.
- 2) The undersigned has reviewed the applicable Port Commission and other governmental requirements described in the Request for Proposals and the form Lease attached thereto applicable to this Pier 29 Bulkhead Building Leasing Opportunity ("Governmental Requirements").
- 3) Proposer has reviewed the Terms and Conditions set forth in Section XIII and Appendix F of the Request for Proposals.
- 4) The undersigned has reviewed, understands, and is ready, willing, and able to comply with all Governmental Requirements and agrees to be bound by the Terms and Conditions set forth in Section XIII and Appendix F of the Request for Proposals.
- 5) The undersigned are authorized representatives of Respondent.

_____ Title _____

_____ Title _____

_____ Title _____

Date _____

APPENDIX H

Embarcadero Historic District – District Summary