

THE CITY OF SAN DIEGO

REQUEST FOR PROPOSALS



BATTERY-POWERED WICKER CART CONCESSIONS BALBOA PARK, SAN DIEGO, CA 92101

PROPOSAL DEADLINE:

Thursday March 26, 2015

LOCATION: Real Estate Assets Department
17th Floor, Civic Center Plaza
1200 Third Avenue, Suite 1700
San Diego, CA 92101

CONTACT PERSON: Michael Ruiz
TELEPHONE: (619) 235-1119

The City of San Diego (“City”) is inviting proposals from qualified firms or individuals (“Proposers”) to provide battery-powered wicker cart concession services at Balboa Park. The concession services will include the operation and maintenance of up to two moveable rental kiosks, a temporary storage area, and a charging source(s) for the wicker carts. The City welcomes proposals that will enhance the Balboa Park visitor experience by reflecting the historic use of battery-powered wicker carts during the 1915 Panama – California Exposition, which wicker carts were historically manufactured by the Osborn Electric Company. The City encourages Proposers to include new and creative approaches to provide a unique visitor experience and maintain user and public safety in Balboa Park, while serving the needs of the local and regional community in the best interest of the public.

The proposer selected by the City (“Selected Proposer”) shall demonstrate the ability to implement a wicker cart concession program at Balboa Park that will meet or exceed the objectives of the City Park and Recreation Department, as well as incorporate, innovative ideas that are appropriate for wicker cart concession services at Balboa Park.

A. BACKGROUND

1. Description of Balboa Park

Balboa Park is located east of downtown San Diego and consists of approximately 1200 acres. It is bounded by Upas Street on the North, Interstate 5 on the South, 28th Street on the East, and 6th Avenue on the West. Balboa Park is comprised of seventeen museums and cultural institutions, the Old Globe Theatre and the world famous San Diego Zoo. In 2004, Balboa Park was recognized as the thirteenth best urban park in the world by the Project for Public Spaces in New York. In April 2008, Sunset Magazine rated Balboa Park as the number one park of the west.

Balboa Park is known for its botanical displays with 15,000 trees and fourteen specialty gardens. Also within the park is Florida Canyon. With 150 acres of native landscape, Florida Canyon is the largest area of native open space in the downtown area of San Diego. There are currently fourteen restaurants located within the various institutions of the Park. These include Panama 66, located at the Sculpture Garden at the San Diego Museum of Art, the Prado at Balboa Park, located at the House of Hospitality, and Albert’s Restaurant, located within the San Diego Zoo.

An estimated twelve million people visit Balboa Park each year. Balboa Park sponsors “Free Tuesdays” each week, which features complimentary admission to alternating park museums. Various activities and special events occur within Balboa Park throughout the year. Proposers are encouraged to visit the City’s website for additional information about these activities and events. There are large scale annual events, such as December Nights which typically attracts over 300,000 people each year. Due to the scale of certain events the Selected Proposer may be prohibited from operating concession cart services during those events.

The City is planning a year-long celebration in 2015 to highlight the 100th year anniversary of the 1915 Panama California Exposition. It is anticipated that the celebration will attract local and regional visitors, and will generate positive impacts on the local and regional economies.

2. Description of a Wicker Cart

The Selected Proposer will operate a wicker cart concession operation in Balboa Park. The Selected Proposer initially a maximum of twenty-four (24) wicker carts to be increased as demand and operational logistics can be accommodated. The design of the wicker carts must be similar to the design of the 1915 Osborn Electricquette used during the 1915 Panama – California Exposition in Balboa Park. See Exhibit “B” for an example of a 1915 Osborn Electricquette.

The wicker carts requested in this proposal shall include the following design elements: a rechargeable battery-powered electric motor with a maximum speed of 3.5 mph; steering and operation that is controlled by the operator; and sufficient room to hold one or two passengers plus room for one child. Construction of the outer shell of the wicker cart is to be made of “wicker” or a similar material to provide the same historic look of the original 1915 Osborn Electricquette.

3. Description of Additional Concession Areas

The Selected Proposer will provide one or more rental kiosks in Balboa Park, which are to be movable tent structures similar to the rental kiosks use during the 1915 Panama – California Exposition in Balboa Park. The concession area will also include a storage facility in Balboa Park large enough for one to two storage containers (“Storage Area”). The Selected Proposer shall provide a map depicting the location of the proposed Storage Area, as well as a plan for installation and location of a separate electrical meter and charging station for the wicker carts. Locations of the Storage Area and charging station are subject to prior City approval. Alternative locations for the Storage Area and charging stations and/or other innovative concession concepts such as GPS devices or software to assist the wicker carts in following the designated route may also be considered, subject to City approval.

B. TYPE OF PROPOSALS SOUGHT

1. Minimum Requirements

The City is seeking a Proposer to fulfill the following minimum objectives:

- (a) Operate wicker cart concessions on a daily basis, during City approved business hours;

- (b) Operate, or have the capability to operate at one time, of twenty-four wicker (24) carts at the locations identified in Exhibit “C”, attached, which wicker carts and operation thereof shall be compliant with all applicable laws, including the Americans with Disabilities Act (ADA);
- (c) Provide wicker carts that are similar in design and size to the original 1915 Osborn Electriquette used during the 1915 Panama – California Exposition in Balboa Park with a maximum speed of no more than 3.5 mph;
- (d) Provide one or two moveable rental kiosks that are similar to the original rental kiosks used during the 1915 Panama – California Exposition in Balboa Park; and
- (e) Provide a Storage Area for the wicker carts during non-business hours and a metered electrical source to recharge the wicker carts, with the cost to recharge the wicker carts solely at the responsibility of the Selected Proposer.

Each proposal should reflect the City's desire to have concessionaire who provides a high level of service to the public while operating, managing and maintaining the concession areas and related activities in a fiscally responsible manner.

Each Proposer in preparing his/her proposal should consider all applicable laws and available industry guidelines as applicable to historical resources, liability, public health standards, recreational operations, the Americans with Disabilities Act (ADA), and the highest standards of maintenance of all facilities and equipment. Prior to commencing operation, the Selected Proposer will be required to provide City with certification that the wicker carts and operation thereof comply with all applicable laws, including the ADA.

2. Prohibited Concession Services

The Proposers shall not submit proposals that include the sale of any merchandise or the rental of any vehicles other than four-wheeled wicker carts.

The Selected Proposer may be restricted from concession operations during large scale events at Balboa Park, up to a maximum of ten (10) events per year. The City shall provide a minimum of fifteen (15) days written notice of such events.

C. OPERATING PLAN

Proposals must include a conceptual plan for all the concession services to be provided at Balboa Park, along with any proposed changes and the locations for a proposed Storage Area. Proposals shall include, at a minimum, detailed responses for the following requirements:

1. A preliminary site plan showing the general locations of all of the rental kiosks and the Storage Area as well as the route(s) that the wicker carts will be permitted to travel throughout Balboa Park.
2. A program plan providing a detailed description of the concession services and operations including but not limited to a description and number of the planned wicker carts, the hours of operation, and proposed fees that will be charged to the public for use of the wicker carts. The program plan should also include all other proposed concession features such as GPS geo-fencing and headset audio tour capability.
3. The proposed initial minimum rent.

D. CONCESSION AGREEMENT PROVISIONS

Upon award of this request for proposal (“RFP”), the City and Selected Proposal will enter into a Concession Agreement (hereinafter, referred to as “Agreement”). The following provisions may be incorporated into the Agreement to be negotiated and executed between the Selected Proposer and the City, subject to modification, deletion and additional terms and conditions as determined by the City in its sole discretion.

1. Uses. The use of Balboa Park property and other areas of Balboa Park that will be served by the Selected Proposer shall be limited to the operation and maintenance of wicker cart concession services, including rental kiosks, a Storage Area, and other related and incidental purposes as approved by the City.
2. Rent. The Selected Proposer shall offer a base rent as a guaranteed minimum annual and percentage rent. Suggested minimum percentage rent of gross income for various types of business activities are as follows:

<u>Percentages</u>	<u>Business Activities</u>
Ten percent (10%)	Rental operations.

3. Minimum Rent. The annual minimum rent will be adjusted every year during the term of the Agreement to eighty percent (80%) of the annual average rents preceding the adjustment date.
4. Term. The term shall not exceed three (3) years.
5. Records. The Selected Proposer shall keep complete and accurate accounting records, which shall be subject to City review at reasonable times to determine the nature and amounts of income from the operation of concession services at Balboa Park. The records may be periodically audited by the City.

6. Right to Assign and Sublet. The Selected Proposer may not assign the Agreement or any interest therein and may not sublet any portion thereof without prior written consent from the City.
7. Payment Card Industry Certified.
 - a. Contractor Certification. The Selected Proposer will be required to certify that it shall implement and at all times maintain compliance with the most current of Payment Card Industry Data Security Storage (PCI DSS) standards regarding data security and will provide written confirmation to the City annually. If during the term of the Agreement, Selected Proposer undergoes, or has reason to believe that it will undergo, an adverse change in its compliance with the PCI DSS standards and/or other material payment card industry standards, Selected Proposer will promptly notify the City of such circumstances. In addition, Selected Proposer will be required to provide appropriate payment card companies, acquiring financial institutions and their respective designees access to the Selected Proposer's facilities and all pertinent records to conduct a review of the Selected Proposer's compliance with the PCI DSS requirements.
 - b. Data Security. Selected Proposer will be required to acknowledge responsibility for the security of cardholder data as defined within PCI DSS standards. Selected Proposer will be required to undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt network devices. Selected Proposer will be required to provide reasonable care and efforts to detect fraudulent credit card activity in connection with credit card transactions processed during the performance of the Agreement. The Selected Proposer will be required to acknowledge and agree that cardholder data may only be used for completing the services as described in the Agreement or as required by the PCI DSS standards or applicable law. Selected Proposer will be required to maintain and protect in accordance with all applicable laws and PCI DSS regulations the security of all cardholder data when performing the services.
 - c. Notification Requirements. In the event of a breach, intrusion, or unauthorized access to cardholder data stored by or on behalf of the Selected Proposer, Selected Proposer will be required to immediately notify the City's Deputy Director, Chief Information Security Officer to allow the proper PCI DSS breach notification process to commence. Selected Proposer will be required to agree to assume responsibility for informing all affected individuals in accordance with applicable law.
 - d. Indemnity. Selected Proposer will be required to indemnify and hold harmless the City, its officers, and employees from and against any claims, loss,

damages, or other harm related to a data security breach or Selected Proposer's failure to maintain PCI DSS compliance standards.

8. Termination. Either party may terminate this Agreement for any reason upon sixty (60) days notice.
9. Compliance with Laws. The Selected Proposer shall secure and maintain full compliance with all applicable municipal, county, state, and federal laws and regulations at its own cost, regarding all aspects of the Agreement and activities at Balboa Park.
10. Utilities. The Selected Proposer must pay for all utility installations, electrical meter, and services required for its operation. All utilities shall be installed underground except for those utilities necessary for charging the carts.
11. Restricted Concession Services. Due to the large scale of certain Balboa Park events, such as "December Nights," Proposer may be prohibited from operating wicker cart concession services during those events. The CITY shall provide a minimum of fifteen (15) days written notice of such events. There shall be no more than ten (10) restricted concession services events per calendar year.
12. Nondiscrimination. The Selected Proposer shall not discriminate in any manner against any person by reason of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or disability in the Selected Proposer's use of Balboa Park property and any areas of Balboa Park. Selected Proposer shall comply with the City adopted program for equal employment opportunities. This program includes requiring the selected Proposer to submit a Workforce Report (see attached Exhibit "F"), and in some cases an Equal Opportunity Plan. The selected Proposer shall comply with the San Diego Municipal Code sections 22.4301-22.4308, which requires Concessionaires of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. Proposer shall certify that it will maintain such equal benefits throughout the term of the Lease.
13. Insurance. The Selected Proposer shall be required to carry a commercial general liability insurance providing coverage on Balboa Park property for bodily injury, including death, personal injury, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000). The Selected Proposer shall be required to carry automobile liability insurance, providing coverage of the Balboa Park property for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000). The Selected Proposer shall be required to carry a worker's compensation insurance with employer's liability coverage with a limit of at least One Million Dollars (\$1,000,000), and special form insurance with replacement cost coverage on all permanent property of an insurable nature located upon Balboa Park property in an amount equal to the full replacement of

all improvements. Liability limits are to be per site and not a cumulative limit. The Selected Proposer shall also release, indemnify, defend and hold the City harmless from liability in connection with any and all operations on Balboa Park property and elsewhere in Balboa Park.

14. Taxes. The Selected Proposer must pay any and all taxes and assessments, including possessory interest taxes levied by reason of its possession, or use of the rental kiosks and/or storage containers or the Storage Area.
15. Default. The City will reserve the right to terminate the Agreement in the event of Selected Proposer's failure to pay any rent within five (5) days of notice thereof, or to cure any curable default or breach within thirty (30) days of notice thereof.
16. Permits and Licenses. The Selected Proposer will be required to obtain all necessary permits and licenses for operations and activities on Balboa Park property and throughout Balboa Park, at the Selected Proposer's sole cost and expense. By selecting a proposal or executing the Agreement, neither City nor City's City Council is obligating itself to a proposer or to a governmental agent, board, commission or agency with regard to any other discretionary action relating to an occupancy, use, development, or maintenance of Balboa Park property or any other property within Balboa Park. "Discretionary action" includes without limitation, re-zonings, variances, environmental clearances and all other required governmental approvals.
17. Non-Responsibility. The City hereby disclaims any responsibility, liability, or obligation to issue any Agreements or licenses or to waive any legal requirement by reason of selecting a concessionaire or executing the Agreement with the Selected Proposer.
18. Improvements and Alterations. All improvements, or alterations to Balboa Park property shall be in accordance with plans and specifications approved in writing by the City in advance and shall be at the sole cost and expense of the Selected Proposer.
19. Maintenance. All maintenance and repairs shall be the responsibility of the Selected Proposer throughout the entire term of the Agreement without expense to the City. The Selected Proposer shall maintain the premises and all improvements thereon in a clean, safe and well-maintained condition throughout the term of the Agreement, to the satisfaction of the City and in compliance with all applicable laws. Selected Proposer shall keep the areas adjacent to the rental kiosks and storage containers and Storage Area on Balboa Park property and other concession areas clean and clear of refuse and safety hazards.
20. Ownership of Improvements. The Selected Proposer must remove all trade fixtures and personal property, including all kiosks, charging stations and storage

facilities and the Storage Area, upon termination or expiration of the Agreement, without cost to the City or damage to Balboa Park.

21. Hours of Operation. A regular schedule of days and hours of operation shall be established by the Selected Proposer to best serve the public. Any changes in this schedule shall be subject to the prior written approval of the City.
22. Equal Benefit. The Selected Proposer shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require Selected Proposers of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. The Selected Proposer shall certify that it will maintain such equal benefits throughout the term of the Lease.
23. Prevailing Wage. If the proposal includes plans to remodel or redevelop the property in Balboa Park, the Selected Proposal may be required to pay prevailing wage for the construction services. If Selected Proposer is required to pay prevailing wage for the construction services, the lease agreement may contain a provision setting forth the following, among other things:

In accordance with California Labor Code (Labor Code) sections 1770, et seq., as amended, the Director of the Department of Industrial Relations (DIR) has determined the general prevailing rate of per diem wages (Prevailing Wage Rate) in accordance with the standards set forth in Sections for the locality in which the work is to be performed. Concessionaire may review the Prevailing Wage Rate at the City's Purchasing and Contracting Department or Equal Opportunity Contracting (EOC) Office or on-line at http://www.dir.ca.gov/dlsr/statistics_research.html. Concessionaire shall post a copy of the Prevailing Wage Rate at each job site and make copies available to any interested party on request.

Pursuant to Labor Code sections 1720 et seq., and 1770 et seq., Concessionaire and all subcontractors shall pay not less than the Prevailing Wage Rate to all persons employed by them in the execution of the work. Concessionaire and any subcontractor shall comply with Section 1775 (Penalties for Violations) in the event workmen are paid less than said specified rates.

The wage rates determined by the DIR and published in the Department of Transportation publication entitled "General Prevailing Wage Rates" refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published wage rate shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which

expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

If Concessionaire intends to use a craft or classification not shown on the prevailing rate determinations, Concessionaire may be required to pay the rate of the craft or classification most closely related to it.

Concessionaire and subcontractors must comply with Labor Code section 1776 by keeping accurate payroll records that show the name, address, social security number, work classification, straight time, and overtime hours worked each day and week by each worker, and the actual per diem wages paid to each worker employed by Concessionaire or subcontractor in connection with the public works project. Each payroll record shall contain or be verified by a written declaration signed by Concessionaire or subcontractor under penalty of perjury that states that: 1) the information contained in the payroll record is true and correct; and 2) Concessionaire or subcontractor has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records must be certified. Concessionaire and subcontractor(s) shall submit weekly certified payrolls online via the City's web-based labor compliance program. Concessionaire shall be responsible for the compliance with these provisions by its subcontractors.

Concessionaire must abide by the requirements of Labor Code Sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

E. RESPONSIBILITY OF PROPOSERS

1. Each Proposer is responsible for making all investigations and examinations necessary for formulating proposals and developing and operating on Balboa Park property and other concession areas in Balboa Park. Submission of a Proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the requirements.
2. The Selected Proposer shall be responsible for obtaining all necessary approvals and Agreements to the satisfaction of the City.
3. Proposers shall understand that the submission of a proposal to this RFP shall be considered evidence that the Proposer has made such investigations and examinations.
4. Proposer shall make all investigations and examinations necessary to determine and understand what is necessary to comply with all applicable laws and available industry guidelines as applicable to historical resources, liability, public health

standards, recreational operations, the Americans with Disabilities Act (ADA), and the highest standards of maintenance of all facilities and equipment.

5. Proposers may withdraw their proposals at any time prior to the selection of proposer, upon written notice to the City's Real Estate Assets Department.

F. PROPOSAL CONTENTS

All proposals must include as a minimum the information specified below. Failure to include this information shall be cause to deem a proposal non-responsive and result in its complete rejection. The inclusion of any additional information that will assist the City in the evaluation is encouraged. The adequacy, depth and clarity of the proposal will influence, to a considerable degree, its evaluation, as further stated in Section J herein. The proposal submitted must be complete, and evaluation and selection of proposals shall be strictly based on the material contained in the proposals alone. Proposers are advised to submit thorough, complete proposals, since there will be no auction or competitive negotiation and the City reserves the right to make a selection based solely on the information contained in submitted proposals.

The City will not be responsible for any costs incurred by proposers in the preparation and submission of proposals. All materials submitted to City become the property of the City of San Diego and may not be returned.

Each proposal **MUST** include the following items:

1. **Identification**. The complete identity, including social security number, address, daytime phone number, and current employment of the Proposer; or the name of the organization, the organization's Federal Tax ID number and the names and addresses of the principals who will be responsible for the operation of the business and their position in the firm. If the business is a privately-held corporation, a listing of all stockholders, their interest in the company as related to percentage of ownership, and their interest, if any, in the operations of the entity must be included.
2. **Summary of Experience**. A resume or summary of the Proposer's experience and qualifications to operate concessions at Balboa Park. If the Proposer is not going to be involved in the day-to-day operation of the concession areas, then the Proposer must include qualifications and verification that all persons to be employed in management capacity at the concession areas are well qualified sufficiently to satisfy the requirements of this RFP.
3. **Financial Statements**. Current financial statements, audited or prepared by CPA, or tax returns for the preceding three years is required. Each Proposer shall submit a full and detailed statement of their true financial condition as of July 1, 2014, or as recent as possible if that date is not available. The statement shall include the Proposer's assets, liabilities and net worth, including the availability of operation

capital and its source. If the Proposer plans to use borrowed capital, then the amount of borrowed capital proposed for the improvements and operation of the concessions on Balboa Park property, and its source and terms of repayment, must be included in the financial statement.

4. Rental Offer. Rent shall be offered as a guaranteed minimum annual rent and annual percentage rent to the City for the term of the Agreement.

G. NONCONFORMING PROPOSALS

Proposers requesting deviations from the provisions of this RFP should specifically address the requested changes in their proposals. The City is not obligated to accept any proposal, whether conforming or nonconforming.

H. PRE-PROPOSAL INSPECTION

To give prospective Proposers an opportunity to view the site and conditions thereof, a pre-proposal inspection of Balboa Park property will be scheduled. It is strongly suggested that all Proposers attend this inspection. While attendance is not mandatory, it is the sole responsibility of the Proposer to become familiar with the scope of City's requirements prior to submitting a proposal.

Date of Pre-Proposal Inspection: March 11, 2015

Time: 9:00 a.m. to 10:00 a.m.

Place: Balboa Park, Plaza de Panama near SD Museum of Art 1350 El Prado
San Diego, CA 92101

Contact: Please contact the proposal coordinator, Michael Ruiz by, March 6, 2015, at mfruiz@sandiego.gov, phone (619) 235-1119, if you are planning to attend.

I. PROPOSAL SUBMISSION

1. Due Date

Proposals must be received at the address listed below no later than 4:00 p.m. on Thursday, March 26, 2015.

Proposals received after that time will not be considered.

2. Place of Delivery

All proposals should be delivered to:

City of San Diego
Real Estate Assets Department
1200 Third Avenue, Suite 1700
San Diego, CA 92101
Attn: Patti Phillips

3. Performance Deposits

All proposals **MUST** include a cashier's check or certified check in the amount of Five Thousand Dollars (\$5,000), payable to City Treasurer, as a faithful performance deposit to assure that, if the proposal is selected by the City, that the Proposer will negotiate in good faith for the Agreement containing substantially the same terms and conditions as set out in this RFP and in the selected proposal. No personal checks will be accepted and no interest will be paid on deposits.

4. Number of Copies

Proposers are requested to submit five (5) complete copies of their proposals. All materials submitted by Proposers become the property of the City of San Diego and may not be returned, with the exception of financial information as stated below. Financial documents, upon request, will be removed from each proposal and returned to the Proposer upon completion of City's review.

5. Contact Person

The proposal coordinator is Patti Phillips, Supervising Property Agent, City of San Diego. She can be reached at pphillips@sandiego.gov, phone (619) 236-6766, fax (619) 236-6706, between 8:00 a.m. and 5:00 p.m., Monday through Friday.

J. PROPOSAL EVALUATION AND SELECTION

The City reserves the right to award the RFP and prospective Agreement to the Proposer who submits the proposal that will provide the best value to the City given the requirements of this RFP. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals at any time, including any proposals that have been scored or been the subject of oral interviews. The City also reserves the right to waive minor irregularities or variations to the specifications stated herein and in the bidding process provided that such a waiver does not provide an unfair competitive advantage to the Selected Proposer.

Proposals shall be evaluated in a two-step process by an evaluation committee of qualified City staff, and if necessary other persons selected by the City.

In Step One, the committee will evaluate all responsive proposals based upon the information and materials contained in the proposals as submitted. The committee will then evaluate and score all responsive proposals based on the evaluation criteria indicated below.

If the score of the highest scoring proposal resulting from Step One is more than ten (10) points greater than the scores of the other proposals, and the committee is satisfied that the highest scoring proposal is sufficient for recommendation, the highest scoring proposal will be recommended to the City Council for award. The recommended Proposer may be required to appear before the City Council for award of the Lease.

If one or more proposals score within ten (10) points of the highest scoring proposal, the process will proceed to Step Two. Only the Proposer with the highest scoring Proposal and those Proposers scoring within ten (10) points or less of the highest scoring proposal (“finalists”) will be asked to participate in Step Two. In Step Two, the finalists will be required to provide an oral presentation and/or participate in an interview of key personnel by appearing before the evaluation committee or by conference telephone call. The purpose of the oral presentation is provide the committee with an opportunity to further evaluate the finalists’ proposals, which may include requesting clarification to the finalists’ proposals and developing rapport. Finalists are required to make the oral presentation within seven (7) workdays after request by the City. The committee also may inspect the finalists’ facilities and perform other due diligence as it may determine. The committee may then, at the committee’s sole discretion, add up to ten (10) additional points to the score of any finalist.

If the committee is satisfied that the first-ranked proposal resulting from Step Two is sufficient for recommendation, it will be recommended to the City Council for award. The recommended Proposer may be required to appear before the City Council for award of the Lease.

Selection of the proposal to be recommended to the City Council for award of the Agreement will be based on the evaluation criteria listed below:

1. Responsiveness (Maximum 25 points):

The extent to which the proposal clearly addresses the elements of this RFP, including: the overall quality, attractiveness and thoroughness of the proposal; a complete and detailed explanation of how the Proposer will meet the minimum requirements of the RFP; as applicable, a complete and detailed description of innovative and new ways to incorporate a wicker cart concession into the activities of Balboa Park; as applicable, a complete and detailed description of any plans to develop a Storage Area, kiosk rental areas and charging stations; and the degree to which the proposal understands and meets the needs, goals and objectives of the City.

2. Professional Experience (Maximum 20 points):

The extent to which the Proposer demonstrates, among other things, the following: experience in successfully managing an operation of the type contemplated in this RFP, including a concession-stand type rental kiosk and experience in developing and implementing creative uses of the wicker carts as a means to activate an area. The Proposer should have at a minimum of three (3) years of experience in the past five (5) years operating wicker cart concessions or audio tours.

3. Attractiveness of Rental Offer and Financial Projections (Maximum 20 points):

The City will give consideration to the amount of rent offered by the Proposer and the overall financial benefit of the proposal to the City. The Proposal should provide a detailed break even analysis setting forth the point at which the business will generate enough income to cover its expenses and begin generating an income. The proposal will be reviewed based on the attractiveness of, and demonstrated ability to achieve, the revenue projections for the proposed term of the Lease and the likelihood of exceeding the breakeven point.

4. Financial Capability (Maximum 25 points):

The Proposer must exhibit the necessary financial capability and strength to successfully develop and operate a wicker cart concession operation at Balboa Park in accordance with the Proposal and the Agreement. The Proposer must have the financial means to adequately staff the proposed operation during the term of the Lease, including providing all necessary fixtures and equipment, such as rental kiosks and storage facilities for the Storage Area.

5. Community/Public Service (Maximum 10 points):

The Proposal will be evaluated based on the Proposer's overall ability to best serve the needs of the public by promoting enjoyment of Balboa Park and providing the most benefits which are accessible to all community members and the general public.

Total Points: 100

6. Oral Presentation and other Due Diligence (Maximum 10 points)

K. ADDITIONAL INFORMATION FROM PROPOSERS

The City reserves the right to request information from Proposers beyond that specified in this RFP. As stated above, Proposers may be requested to appear before an evaluation committee, but will not be obligated to do so.

L. INCURRED COSTS

The City will not be responsible for any costs, expense, or burden incurred by Proposers in the preparation and submission of proposals.

M. REVIEW OF PROPOSALS BY THE GENERAL PUBLIC

All proposals received shall be considered confidential until the City's Real Estate Assets Department recommends a proposal to the City Council, at which time all proposals shall become public information and available to the public for review. However, all financial statement portions of each proposal SHALL BE permanently considered confidential and, therefore, not available for public review.

N. CITY RIGHT TO REJECT ALL PROPOSALS

The City reserves the right to reject all offers and proposals regarding this RFP and the Property, including those submitted by the Proposers who have any outstanding debt with the City. The City reserves the right to determine which bid it deems in the best interest of the City to accept. The City also reserves the right to waive any informality not material to cost or performance in any proposal provided that any such waiver is deemed to be inconsequential and does not provide an unfair competitive advantage to any Proposer.

O. QUALIFICATION OF PROPOSAL

THIS IS NOT A BID SOLICITATION AND THE CITY IS NOT OBLIGATED TO ACCEPT ANY PROPOSAL OR TO NEGOTIATE WITH ANY PROPOSER. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS WITHOUT CAUSE OR LIABILITY.

P. NON-DISCRIMINATION NOTICE

It is the policy of the City not to discriminate against the disabled in employment or provision of services. The information contained in this RFP will be made available in alternative formats to disabled persons upon request. It is the policy of the City to encourage equal opportunity in its professional service contracts. The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth.

Q. COMPLIANCE WITH CITY'S EQUAL OPPORTUNITY CONTRACTING PROGRAM

1. Equal Opportunity Contracting. Proposer acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. Proposer and all of its subcontractors are individually responsible to abide by its contents.
2. Proposer shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Proposer will not discriminate against any employee or applicant for employment on any basis prohibited by law.
3. Proposer submitted and City acknowledges receipt of a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan, as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that Proposer will take to achieve the City's commitment to equal employment opportunities. Copy of Work Force Report is attached as Exhibit "F".
4. Proposer shall insert the foregoing provisions in all subcontracts for any work covered by the proposal so that such provisions will be binding upon each subcontractor. Proposer agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program staff.
5. Equal Benefits. Proposer shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require Concessionaires of CITY-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. Proposer shall certify that it will maintain such equal benefits throughout the term of the Lease.
6. Local Business and Employment. Proposer acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms in all City contracts. Proposer shall, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with the proposal from local residents and firms as opportunities occur. Proposer shall hire qualified local residents and firms whenever feasible.

R. RETURN OF FAITHFUL PERFORMANCE DEPOSIT

All good faith deposits will be returned to unsuccessful Proposer(s) within thirty days of final City Council approval of the selected Proposer. For the Selected Proposer, the deposit will be applied to the Agreement deposit upon completion of negotiations and execution of the Lease between Proposer and the City. Should the Selected Proposer unilaterally withdraw from Agreement negotiations, the deposit shall be forfeited to the City.

S. REAL ESTATE BROKER'S COMMISSION

The City will not pay a brokerage commission in this RFP.

T. SCHEDULE OF EXHIBITS

- 7.** Exhibit “A” - Aerial View of the Property
- 8.** Exhibit “B” – Sample Osborn Electricquette
- 9.** Exhibit “C” - Designated Route
- 10.** Exhibit “D” - Credit Information Request
- 11.** Exhibit “E” - Work Force Report
- 12.** Exhibit “F” - Equal Benefits Ordinance Certificate of Compliance
- 13.** Exhibit “G” - Concessionaire’s Questionnaire
- 14.** Exhibit “H” - Supplemental Submission

The foregoing forms listed as Exhibits “D” through “H” are required to be completed. Failure to submit any of the forms listed as Exhibit “D” through “H” will result in the City deeming the proposal incomplete and non-responsive.

I:\Support Staff Group\WPO\2015\PHILLIPS\BATTERY POWERED CART CONCESSIONS.docx

EXHIBIT A – Aerial View of Property San Diego, CA - Balboa Park

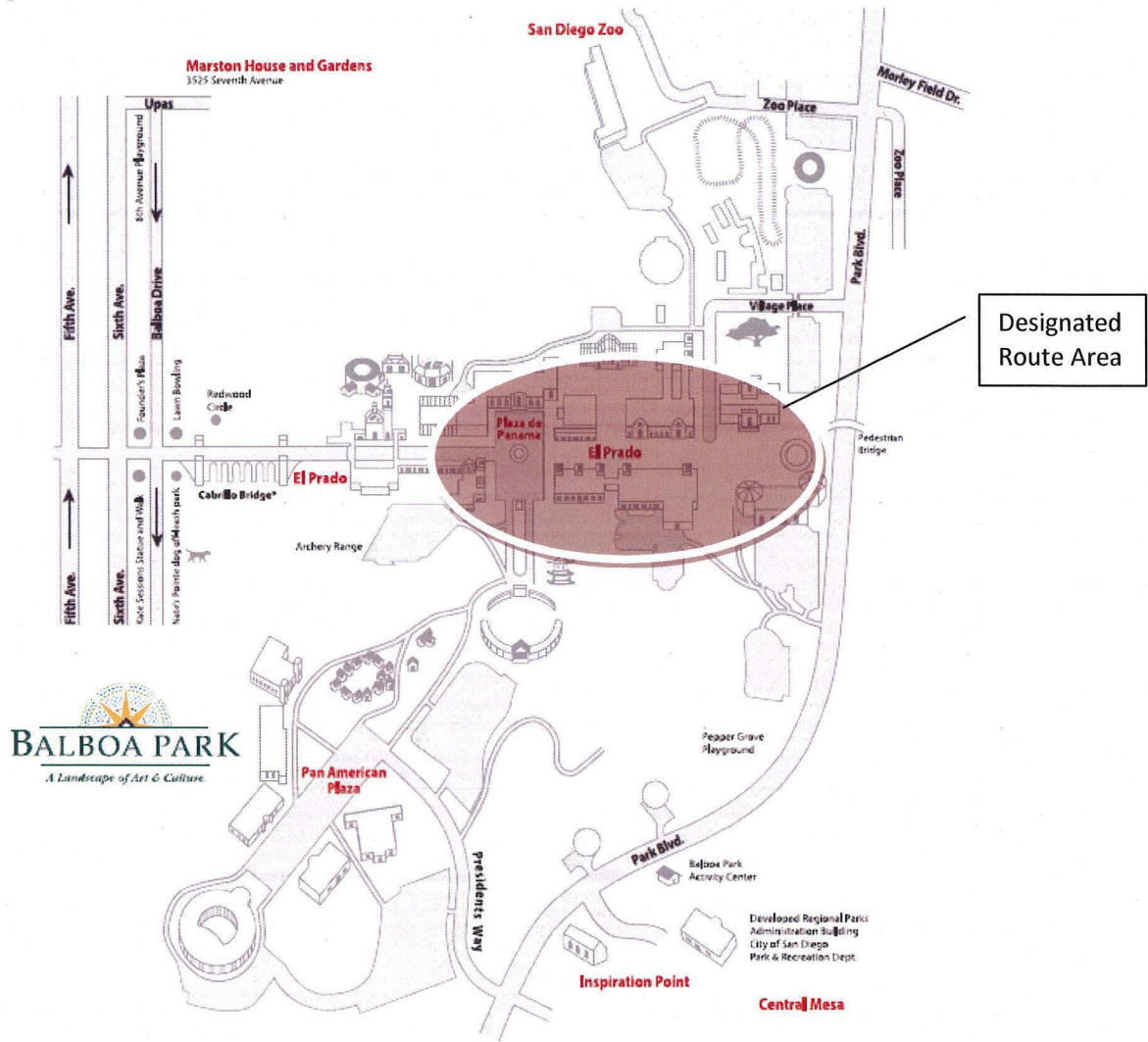


EXHIBIT B - Sample Osborn Electricquette Kiosk 1915



EXHIBIT B – Sample Osborn Electricquette 1915



EXHIBIT C – Designated Route

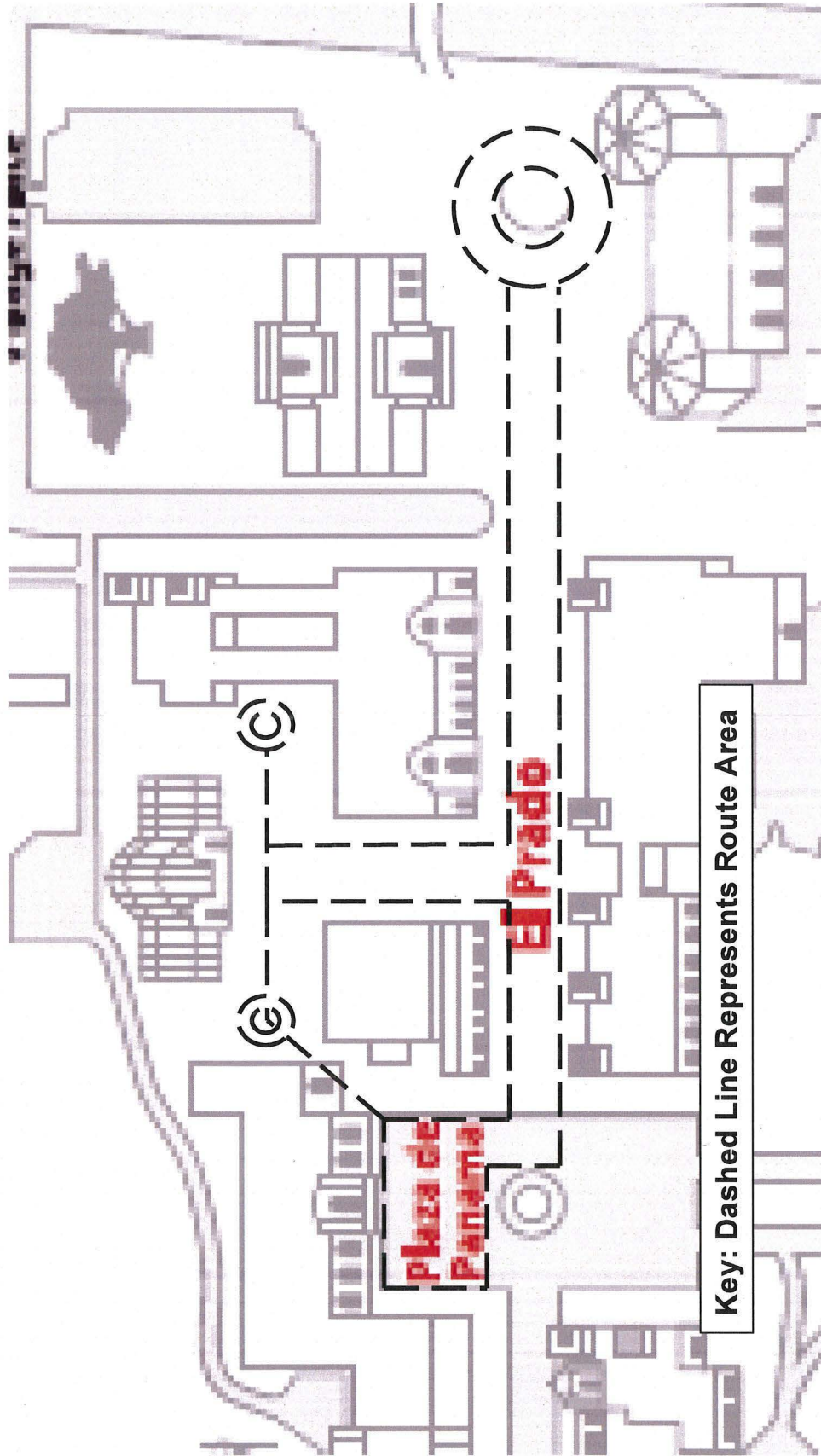


Exhibit "D" – Credit Information

I/We hereby request and authorize you to release to the City of San Diego for verification purposes, personal and business credit reports and information concerning the company/corporation/partnership and/or the officers and individuals listed below. That information may include but is not limited to:

Employment history dates, title, income, hours worked.

Banking (checking & savings) accounts of record.

Mortgage loan rating (open date, high credit, payment amount, loan balance, and payment)

Any information deemed necessary concerning a consumer credit report for my loan application.

This information is for the confidential use in compiling a credit report.

A facsimile, photographic or carbon copy of this authorization (being a facsimile, photographic or carbon copy of the signature (s) of the undersigned), may be deemed to be equivalent of the original and may be used as a duplicate original.

1. Name of Applicant
(Please print or type)
Name of Business:
(If different from "applicant")
Telephone: ()
Name of Affiliated Business:
Telephone: ()
2. Name of Officer/Owner
Address for the last two years:
Social Security Number:
Signature:
3. Name of Officer/Owner:
Address for the last two years:
Social Security Number:
Signature:

City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209



WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

Section 1.01 CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Name of Company CEO: _____

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: () _____ Fax Number: () _____

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of _____

(Firm Name)

_____ hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this _____ day of _____, 20____

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one¹, two² & three³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION	
Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:
CONTRACT INFORMATION	
Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:
SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS	
<p>The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:</p> <ul style="list-style-type: none"> ■ Contractor shall offer equal benefits to employees with spouses and employees with domestic partners. <ul style="list-style-type: none"> ▪ Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit. ▪ Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner. ■ Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods. ■ Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements. ■ Contractor shall submit <i>EBO Certification of Compliance</i>, signed under penalty of perjury, prior to award of contract. <p>NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.</p>	
CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION	
<p>Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.</p> <p><input type="checkbox"/> I affirm compliance with the EBO because my firm (<i>contractor must select one reason</i>):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Provides equal benefits to spouses and domestic partners. <input type="checkbox"/> Provides no benefits to spouses or domestic partners. <input type="checkbox"/> Has no employees. <input type="checkbox"/> Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired. <p><input type="checkbox"/> I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.</p> <p>It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]</p> <p>Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.</p>	
Name/Title of Signatory	Signature
	Date
FOR OFFICIAL CITY USE ONLY	
Receipt Date:	EBO Analyst: <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved – Reason:

rev 02/15/2011

CITY OF SAN DIEGO

**LESSEE'S AND SUBLESSEE'S QUESTIONNAIRE
FOR ALL LEASES, ASSIGNMENTS AND SUBLEASES OF MORE THAN FIVE YEARS**

Before the City of San Diego will process requests to (Sub)Lease, all information requested in this Questionnaire must be completed by the proposed (Sub)Lessee. Even though a proposed Sublessee may complete the Questionnaire, the Questionnaire must be delivered or mailed to the City with a cover letter signed by the City Lessee or proposed Lessee. **THE CITY WILL NOT ACCEPT THE QUESTIONNAIRE, DOCUMENTS, OR OTHER INFORMATION DIRECTLY FROM A SUBLESSEE.**

All information furnished in this Questionnaire must be complete and accurate. Omissions, inaccuracies, or misstatements may cause the rejection and/or subsequent revocation of the City's Lease, consent to Sublease, or consent to Assignment of (Sub)Lease.

In submitting this Questionnaire, the proposed (Sub)Lessee completing the Questionnaire authorizes the City to make any inquiry or investigation it believes necessary to substantiate or supplement the information furnished in the Questionnaire, and authorizes others to release such information to the City.

Exact name of existing Lessee (always complete):

Exact name of proposed Lessee (complete only if applicable):

Exact name of existing Sublessee (complete only if applicable):

Exact name of proposed Sublessee (complete only if applicable):

Date this Questionnaire completed: _____, _____.

The information furnished in and with this Questionnaire is true, complete, and correct to the best of my knowledge.

Signature: _____

Title: _____

Thank you for taking the time to complete the Questionnaire. Lessees may contact Real Estate if they have any questions. Please return the completed Questionnaire, with any additional information or documents to:

REAL ESTATE ASSETS DEPARTMENT
1200 THIRD AVENUE STE. 1700
SAN DIEGO, CA 92101
TEL.: (619) 236-6020 FAX: (619) 236-6706

This Questionnaire contains 15 pages.

PROPOSED (SUB)LESSEE

1. Name of proposed (Sub)Lessee exactly as it will appear on the actual tenancy document:

2. Mailing Address of proposed (Sub)Lessee for purposes of notice or other communication relating to the proposed tenancy:

Telephone No.: _____ Fax. No.: _____
E-mail Address: _____

3. Billing Address (*only if different from Mailing Address*);

Telephone No.: _____ Fax. No.: _____

4. Proposed (Sub)Lessee intends to operate as a:

Sole Proprietorship (); Partnership (); Corporation ();

Limited Liability Company (); Other _____

Explain if necessary:

5. Effective date of assignment (complete only if applicable): _____

PARTNERSHIP STATEMENT

If proposed (Sub)Lessee is a partnership, please answer the following:

1. Date of Organization: _____

2. General Partnership ()

Limited Partnership ()

Other () Explain _____

3. Statement of Partnership recorded: Yes () No ()

Date	Book	Page	County

4. Has the partnership conducted business in San Diego County?

Yes () No () If so, when? _____

If so, where? _____

5. Name, address, and partnership share of each general and limited partner. If a general partner is another partnership, a corporation, or a limited liability company (LLC), please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). If a limited partner holding a 10% or greater interest is another partnership, a corporation, or an LLC, pages 3; or 4 and 5; or 6 must also be completed for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

General/Limited	Name	Address	Share %

6. Attach a complete copy of the Partnership Agreement. If a Partnership Agreement has been previously submitted, a new Partnership Agreement need be submitted only if the Partnership Agreement on file with the City is no longer current.

CORPORATION STATEMENT

If proposed (Sub)Lessee is a corporation, please answer the following:

1. Type of corporation: C () Subchapter S ()
2. When incorporated? _____
3. Where incorporated? _____
4. Is the corporation authorized to do business in California? Yes () No ()
If so, as of what date? _____
5. The corporation is held:
a. Publicly () Privately ()
b. If publicly held, how and where is the stock traded?

6. Please list the following:	<u>Authorized</u>	<u>Issued</u>	<u>Outstanding</u>
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of Common Stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

7. Please furnish the name, title, address, and the number of voting and nonvoting shares of stock owned by each officer and, in addition, the same information for each stockholder owning more than 10% of any class of stock.

Name: _____

Title: _____

Address: _____

No. of Shares: _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

(Additional page(s) may be added if needed to complete list of stockholders [type proposed (Sub)Lessee name (from page 2) on the top of each page].)

Any partnership, corporation, or LLC owning more than a 10% ownership interest must also complete separate pages 3; or 4 and 5; or 6, as appropriate for each entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). Also, furnish the financial data for such partnership, corporation, or LLC, as required on page 7. If there is an ownership chain of additional partnerships, corporations, or LLCs, the above requirements extend to each such entity having either: (1) a 10% or greater direct, indirect, beneficial ownership, or membership interest in the proposed (Sub)Lessee; or (2) effective control of the proposed (Sub)Lessee, regardless of the percentage of ownership or membership interest.

LIMITED LIABILITY COMPANY STATEMENT

If the proposed (Sub)Lessee is an LLC, please answer the following:

1. Date of Organization: _____
2. Where Organized: _____
3. Is the Company authorized to do business in California?
 - a. Yes () No ()
 - b. If so, as of what date? _____
4. Has the Company conducted business in San Diego County?
 - a. Yes () No ()
 - b. If so, when? _____
 - c. If so, where? _____
5. Please furnish the name, address, and membership share held by each manager and officer, and each member owning more than a 10% membership interest. If a member is a partnership, corporation, or another LLC, please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

Manager/Officer/ Member	Name	Address	Share %

6. Attach a complete copy of the Operating Agreement. If an Operating Agreement has been previously submitted, a new Operating Agreement need be submitted only if the Operating Agreement on file with the City is no longer current.

FINANCIAL AND OTHER BACKGROUND INFORMATION

FINANCIAL STATEMENT

(Sub)Lessee, general partners of (Sub)Lessee, owner-corporations of (Sub)Lessee, members of (Sub)Lessee owning more than a 10% membership interest, and any person or business entity guaranteeing the performance of (Sub)Lessee **must attach a complete report, prepared in accordance with good accounting practice, reflecting current financial condition.** The report **must** include a balance sheet **and** annual income statement. The person or entity covered by the report must be prepared to substantiate all information provided.

OTHER INFORMATION

Each (Sub)Lessee, each general partner of (Sub)Lessee, each owner-corporation of (Sub)Lessee, each member of (Sub)Lessee owning more than a 10% membership interest, any person or business entity guaranteeing the performance of (Sub)Lessee, any person or entity owning more than a 10% interest of (Sub)Lessee, and any guarantor of (Sub)Lessee must answer the following questions:

1. **Surety Information** - Has a surety or bonding company ever been required to perform on the default of any of the individuals or entities?
 - a. Yes () No ()
 - b. If yes, please attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.
2. **Bankruptcy Information** - Have any of the individuals or entities ever been adjudicated bankrupt or are any presently a debtor in a pending bankruptcy action?
 - a. Yes () No ()
 - b. If yes, please give dates, court jurisdiction, and amount of liabilities and assets.
3. **Pending Litigation** - Are any of the individuals or entities presently a party to ANY pending litigation?
 - a. Yes () No ()
 - b. If yes, please provide detailed information for each action.
4. **Claims, Liens, or Judgments** - Are any of the individuals or entities now subject to any outstanding claims, liens, or judgments?
 - a. Yes () No ()
 - b. If yes, please provide detailed information for each claim, lien, or judgment.

REFERENCES FOR PROPOSED (SUB)LESSEE

Please list four persons or firms with whom you have conducted business transactions during the past three years. Two of the references must have knowledge of your debt payment history, with at least one being a financial institution. Two of the references must have knowledge of your business experience.

REFERENCE NO. 1

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 2

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 3

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 4

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

CITY OF SAN DIEGO PERSONAL DESCRIPTION AND RELEASE

PLEASE NOTE: All partners, both general and limited; all stockholders owning more than 10% of any class of stock of corporations; all members of a limited liability company; and sole proprietors requesting to (sub)lease, must each complete this page before the tenancy request can be processed. (You may reproduce and use copies of this page, if necessary.)

The following personal information is required to initiate a credit investigation. The business and personal reputation of principals, partners, and members will be considered in qualifying Lessees or in consenting to Sublessees.

First, Middle, & Last Name _____
Date of Birth _____
Place of Birth _____
Social Security Number _____
Driver's License Number/State _____
Home Address _____

Previous Address _____

Home Telephone No. _____
Employer _____
Occupation _____
Business Address _____
Business Telephone No. _____
Business Fax No. _____

The City is hereby authorized to request a credit report and other information covering my financial and business history.

Date _____ Signed _____

Print or type exact name of proposed (Sub)Lessee from page 2 of Questionnaire:

METHOD OF OPERATION

Please describe your proposed business operation on the property to be (Sub)Leased. Discuss any optional services and uses which you propose to provide.

**PROPOSED METHOD OF FINANCING
DEVELOPMENT OR LEASEHOLD PURCHASE**

Describe the method of financing for the Leasehold purchase or any new or additional development on tidelands in excess of \$100,000. Include a schedule of approximate dates when construction of each significant improvement is expected to be commenced and completed.

ESTIMATE OF GROSS RECEIPTS

If this Questionnaire is being completed by a prospective Lessee, please show the best estimate of the average annual gross sales for each significant use or service, and for each significant optional use or service which the Lessee and its Sublessees (if any) plan to conduct on or from the property. (If the Questionnaire is being completed by a Sublessee, only the estimate of the Sublessee's gross sales is required.) This data will be used by the City to analyze the proposed Lease or Sublease Consent application. The time periods shown should not be assumed to necessarily represent the term of a (Sub)Lease that may be granted or consented to by the City.

Average annual gross sales for each proposed significant use during each of the first five operating years:

Year of Operation	Uses (Identify Each Use)				
1	\$	\$	\$	\$	\$
2					
3					
4					
5					

EXPERIENCE STATEMENT

Please describe in detail the duration and extent of your business experience, with special emphasis upon experience with the type of business which you propose to conduct on City property. Also state in detail the pertinent experience of the persons who will be directly involved in development and management of the business.

**TERMS AND CONDITIONS OF PURCHASE, SALE,
OR TRANSFER OF (SUB)LEASEHOLD INTEREST**

(NOTE: Complete this page only if the transaction involves a Lease transfer, or the transfer of a Sublease having a remaining term of more than five years.)

Please summarize the terms and conditions of the purchase, sale, or transfer of (Sub)Leasehold interest(s) which requires City consent, as specified in the Assignment-Sublease provisions of the City Lease. Please attach copies of the applicable sales agreement(s), escrow instructions, assignment agreement(s), or other documents in conjunction with the sale, purchase, or transfer of the (Sub)Leasehold interest(s).

EXHIBIT "H" – SUPPLEMENTAL SUBMISSION

1. Has the Proposer received a negative performance evaluation (i.e., where the entity with whom the Proposer has a contract [the "contracting entity"] notes that the Proposer's performance is below the standards set forth in a contract or commercially acceptable standards), a cure notice, show cause notice, suspension of progress payments, or letters of direction (hereinafter collectively referred to as a "Contract Deficiency") on a contract for concession services in the last five years?

Yes/No: _____

If "no," no further response required. Proceed to question 2 below.

If "yes," respond to the following:

For each such Contract Deficiency during the last five years, provide the name of the contracting entity, the contracting entity's contract administrator, the contract administrator's entity's telephone number and address, a description of the contract deficiency, the time period at issue (i.e., the term of the contract, and each date in which a contract deficiency occurred and resolved), and how the Proposer and contracting entity resolved each Contract Deficiency (i.e., what steps or measures were taken by Contractor to address or correct the negative performance evaluation, notice, or action), and whether the Contract Deficiency resulted in termination in whole or in part of the subject contract. Please attach additional sheets of paper as needed.

2. For contracts for concession services performed by the Proposer in the last five years, please describe the amount of retention and turn-over of staff and supervisors during each contract. Please include an itemization based on both staff and supervisors percentages.