Request for Proposals

Foodservice Retail

San Francisco State University
Cesar Chavez Student Center
February 18, 2019
February 18, 2019

Dear Prospective Retail Subtenant,

In collaboration with San Francisco State University (SF State), The University Corporation, San Francisco State (UCorp) has approximately 678 square feet of foodservice space available for sublease. UCorp is an auxiliary organization affiliated with SF State and is authorized under the California Education Code to conduct certain functions in support of the University. UCorp leases certain spaces from the University, and in turn, offers subleases to its retail and commercial services partners. UCorp works closely with both SF State and Associated Students (AS), the student government at SF State, to ensure that the selected vendor meets the needs and aspirations of the campus community.

If your organization is interested in this business opportunity at SF State, please review the enclosed information and submit a proposal by Friday, April 26, 2019.

Informational Meeting and Tour:
• Date/Time: Wednesday, March 27, 2019, 2:00pm to 4:00pm
• Location: SF State Campus (meeting room TBD)
• Please RSVP by Monday, March 25, 2019 to ucorp@sfsu.edu

Note: A vendor is currently operating at this location through June 2019; thus, we respectfully ask that you DO NOT disturb business when visiting/touring the space.

We look forward to hearing from you regarding your interest in this retail opportunity. In the meantime, if you have any questions, please email ucorp@sfsu.edu.

Sincerely,

The University Corporation, San Francisco State
# Table of Contents

1. **General Information**
   - 1.1 Facts & Figures about SF State ................................................................. 4
   - 1.2 About the SF State Customer ..................................................................... 4
   - 1.3 About the Cesar Chavez Student Center .................................................. 4
   - 1.4 Foodservice Operations on Campus.......................................................... 5
   - 1.5 Other Retail Operations on Campus......................................................... 5

2. **Description of Foodservice Operation** ......................................................... 6
   - 2.1 Site Specifications ...................................................................................... 6
   - 2.2 Condition of Premises .............................................................................. 6
   - 2.3 UCorp’s Expectations from a New Business Partner ............................... 6

3. **Summary of Sublease Provisions & Business Terms** ................................. 7

4. **Proposals** ...................................................................................................... 9
   - 4.1 Qualification Requirements ...................................................................... 9
   - 4.2 Proposal Requirements ........................................................................... 9
   - 4.3 Submission Details .................................................................................. 11
   - 4.4 Informational Meeting & Tour ................................................................ 11
   - 4.5 Projected Timeline .................................................................................. 12

5. **General Provisions for Proposals** ............................................................... 13
   - 5.1 Terms and Conditions ............................................................................. 13
   - 5.2 Withdrawal of Proposals ......................................................................... 13
   - 5.3 Rejection of Proposals ........................................................................... 13
   - 5.4 Cancellation of RFP ................................................................................ 13
   - 5.5 Award ....................................................................................................... 13
   - 5.6 Proposals Become the Property of the University ................................. 13
   - 5.7 Confidential Material ............................................................................. 13

6. **Attachments** ................................................................................................ 14
   - 6.1 Floor Layout ............................................................................................. 14
   - 6.2 CSU Policy 5236.00: Single-Use Plastics ................................................. 15
1. General Information

1.1 Facts & Figures about SF State
SF State is 1 of 23 campuses that is part of the California State University (CSU) system, the nation’s largest institution of higher education. The approximately 141-acre SF State campus operates on a semester basis with the major sessions taking place during the Spring and Fall semesters (minor sessions during the Winter and Summer). Approximately 5,000 people live on the main campus: this includes approximately 2,000 students in residence halls and 3,000 students, faculty, staff, and unaffiliated individuals in apartment units. SF State offers bachelor’s degrees in 78 academic areas, master’s degrees in 62 academic areas, 17 credential programs, and 35 certificate programs. In addition to SF State’s main campus on 1600 Holloway Avenue, SF State’s downtown campus at 835 Market Street houses a variety of master’s and extended learning programs.

For additional information and fun facts about SF State, please visit:
https://puboff.sfsu.edu/sfsufact/archive/0203/sftoday

1.2 About the SF State Customer
The campus population is made up of approximately 30,000 students and 3,500 faculty and staff. On any given day when classes are in session, approximately 24,000 people are on campus. SF State’s customers are made up of diverse cultural backgrounds, and thus, wide-ranging foodservice offerings are essential to the campus community. Additionally, as part of UCorp’s commitment to serving the campus community, we seek foodservice vendors with strong business practices as it relates to quality, cleanliness, high-level service, sustainable practices, flexibility with operations, sensitivity in price point, and menu variety.

1.3 About the Cesar Chavez Student Center
Approximately 116,000 square feet, the CCSC serves as the “liveliest” building on campus, providing students, staff, and faculty a community-oriented place to meet, greet, eat, and shop. The CCSC, located at the center of the main campus, provides a wide range of services and programs to the campus community (including but not subject to the following): restaurants, convenience stores, bookstore, ATMs, live music/entertainment, meeting rooms, lounges, student organizations.
1.4 Foodservice Operations on Campus
   1. Café 101
   2. Café Rosso
   3. Clean Bites
   4. CRAVE Subs*
   5. Food Truck Program
   6. Farm Fresh Underground
   7. Gold Coast Grill & Catering
   8. Good to Go
   9. Halal Shop
  10. Ha Tien Cove
  11. Healthy U
  12. iNoodles
  13. Natural Sensations
  14. Nizario’s Pizza
  15. Open24
  16. Peet’s Coffee & Tea
  17. Quickly
  18. Residential Dining Program (provided by Sodexo)
  19. Station Café/HSS Café
  20. Subway
  21. Taqueria Girasol
  22. Taza Smoothies & Wraps
  23. The Lobby Shop
  24. The Pub at SFSU
  25. The Village Market & Pizza

*Space available for lease currently operated by CRAVE Subs.

1.5 Other Retail Operations on Campus
   1. Ctrl+P Digital Print Shop
   2. SF State Campus Store
   3. Bank of America (ATM)
   4. Chase (ATM)
   5. Wells Fargo (ATM)
   6. US Bank (Branch & ATM)

To learn more, please visit: http://ucorp.sfsu.edu/commercial-services
2. Description of Foodservice Operation

2.1 Site Specifications
The CCSC is made up of 3 floors of retail (which descend from the main floor):

- Plaza Level (main floor)
- Conference Level (2nd floor down)
- Recreation & Dining Level (3rd floor down)

The foodservice space available for sublease is located on the Recreation & Dining Level and is adjacent to 2 foodservice subtenants (iNoodles and Nizario’s Pizza). The approximately 678 square-foot space is made up of a service and prep area, a storage room, and an office. The space is equipped for full-cooking capabilities (hood, gas, other utilities) and a 100 AMP electrical panel. Additionally, the premises is furnished with essentials such as a 3-compartment sink, hand sink, floor drains, HVAC piping and ductwork.

2.2 Condition of Premises
Space will be delivered in “as-is” condition; subtenant is responsible for all costs and permitting associated with improvements to the space (projected to commence July 2019). Examples of tenant improvements include (but are not limited to): lighting, FF&E, signage (all of which are subject to approval).

2.3 UCorp’s Expectations from a New Business Partner
UCorp is seeking a qualified retail subtenant to operate a foodservice business at this retail location that complements the existing services to better serve the SF State community. Additional requirements include:

- Open in conjunction with the hours of the building (specific hours of operation TBD and to be mutually agreed upon).
- Menu variety (including vegan and vegetarian options).
- Sensitivity in price point.
- Commitment and good faith effort towards hiring student employees.
- Active participation in mandatory programs/initiatives:
  - Sustainability for food and waste
  - Meal card program (if applicable)
- Adherence to CSU sustainability policies on Single-Use Plastics (see Attachment 6.2).

*Please note that Base Rent and Utilities & Common Area Maintenance (CAM) costs are payable in eight installments annually to reflect the academic calendar but that costs accrue throughout the year.

A. NNN Lease: Subtenant responsible for property taxes, insurance, and maintenance.
B. Term: Sublease term anticipated to be 5 years but is subject to negotiation.
C. Base Rent: $40-$45 per sq. ft. (annualized)
D. CAM & Utilities: $65-$70 per sq. ft. (annualized)
E. Security Deposit: (equivalent to 2 installments of base rent)
F. Insurance Requirements:
   a. General Liability: $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury, and property damage.
   b. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
   c. Worker’s Compensation and Employers’ Liability: $1,000,000 per accident for bodily injury or disease.
   d. Property Insurance: Full replacement of Subtenant’s personal property and trade fixtures.
   e. Business Interruption Insurance: Although not required, Subtenant encouraged to maintain Business Interruption Insurance for up to twelve (12) months of lost business in an amount that covers rent and payroll.
   f. The certificate of insurance shall list the following as additional insureds:
      1. The University Corporation, San Francisco State, a California not-for-profit corporation, its board, officers, members, employees, and agents.
      2. The State of California
      3. Trustees of the California State University
      4. San Francisco State University
G. Indemnification – Subtenant shall indemnify, defend, protect and hold Sublessor and the Sublessor Related Parties harmless from and against any and all liens, claims, demands, actions, causes of action, obligations, penalties, charges, liabilities, damages, losses, costs or expenses, including attorney’s fees and costs, arising from, out of or in connection with (i) the conduct or management of the business conducted by Subtenant in the Premises, including any damage or injury occurring in, on or about the Premises or any part thereof; (ii) any breach or default of the Sublease (to be entered into and agreed upon); (iii) violations of or non-compliance with any Laws, other governmental requirements or insurance requirements with which Subtenant is required to comply; (iv) Subtenant’s failure to implement, adopt or follow the Payment Card Industry Data Security Standard; or (v) any acts or omissions of Subtenant, its agents, employees and contractors, and of any Person in the Premises by license or invitation of Subtenant or of
any Person deriving his, her or its right to occupy the Premises or any part thereof from, by or through Subtenant.

H. Construction/Subtenant Improvement Terms - All design and construction of retail and work area must be in compliance with latest edition of California Building Code and must meet State University Administrative Manual requirements as related to design and construction. A California licensed architect must be hired to prepare drawings and specifications for construction. Working drawings must be approved by the Division of the State Architect (DSA) for access compliance, the State Fire Marshal (SFM), and a code compliant plan check. A University Building Permit issued by the office of Capital Planning is required prior to construction commencement. The project architect is responsible for submitting the drawings and specifications to these agencies for approval. All construction work must be inspected by a University Inspector of Record and Fire Marshal prior to occupancy. University will recharge for all services provided, including but not limited to DSA review and SFM Inspections. All contractors hired for construction work must demonstrate compliance with the then current CSU Executive Order regarding California State University insurance requirements. All contractors and its employees hired for construction work shall be paid prevailing wage.

I. Sustainability Initiatives – Subtenant shall be required to adhere to the University’s policy of zero waste and procuring 20% sustainable food purchases by 2020. Subtenant expressly agrees to share backup documentation and make information related to its food purchases and other procurement and operational practices available to landlord (and applicable organizations) to support the calculation of a sustainability score. Subtenant shall also adhere to CSU Policy 5236.00 regarding Single-Use Plastics.

J. Payment Card Industry Data Security Standard (PCI DSS) Compliance - PCI DSS (current version) is the global data security standard that any business of any size must adhere to in order to accept payment cards, and to store, process, and/or transmit cardholder data. Subtenant must be compliant with standard that includes 12 requirements for any business that stores, processes, or transmits payment cardholder data.

K. Meal Card Program - The University maintains a contract with a food service provider for residential dining services. In the future, the contract may include terms whereby meal plan participants may elect to apply credit from their meal plan toward a meal purchased at an eatery on the University campus not operated by the residential dining services provider. Should such a plan be established, Subtenant agrees to work with landlord and the residential dining services provider to implement such a plan.
4. Proposals

4.1 Qualification Requirements
UCorp’s goal is to provide high-quality food and beverage services to the SF State campus community, while maintaining effective business relations with its partners, vendors, and clients. Specific to the current opportunity, qualified operators must have a minimum of 3 to 5 years of foodservice, restaurant, and/or campus dining experience. San Francisco Bay Area foodservice owners and operators are strongly preferred.

4.2 Proposal Requirements
Proposals may be submitted in a form of your own choosing, provided that at a minimum, they contain the information requested herein upon which they will be evaluated. Adhering to the format outlined below is strongly preferred. Those wishing to submit a proposal for UCorp’s consideration shall include:

A. Company Background
   a. Provide narrative on vendor’s ability and experience in providing foodservice, restaurant, and/or campus dining services. Include pictures of relevant, comparable foodservice operations (if available).
   b. Provide a minimum of three (3) references within the last five years including name of contact, company/agency, email and telephone information, and what your relationship is to the reference(s) provided.
   c. Provide documentation of financial position (2-3 most recent years of P/L statements, balance sheet, audited financial statements).
   d. Provide information regarding any lawsuits, bankruptcy, liens, legal or financial actions either pending or in progress, or which have been brought against your company or any of its officers or principals in the past three years.
   e. Provide current credit report of the business and/or individual(s).

B. Company Operating Philosophy
   a. Describe company philosophy on customer service standards.
   b. Describe policies/efforts that have been used to provide business opportunities related to small and local businesses. This may also include but is NOT limited to: socially/economically disadvantaged, women-owned, and or LGBTQIA-owned businesses.

C. Design & Tenant Improvements
   a. Provide detailed description and schematic illustration of design for the space.
   b. Provide narrative on how tenant improvements shall be aesthetically pleasing and complement the building’s unique design, look, and feel.
c. Provide a list, description, and images (if available) of proposed furniture, fixtures, and equipment.

D. Plan for Operating the Foodservice Space
   a. Provide narrative on how the space will be operated. Include information on sanitation, commissary, quality control and assurance, strategies on containing cost, and cleanliness procedures.
   b. Provide details on staffing/management structure, training and safety programs for employees, and performance metrics. Include names of key personnel.
   c. Describe plan for hiring student employees.
   d. Provide a detailed marketing plan to effectively reach the campus community; include proposed hours of operation.

E. Sustainability
   a. Describe your company’s sustainability practices and explain how it is in line with the California State University’s (CSU) Policy of 20% sustainable food spend and zero waste by 2020.
      o Additional information on the CSU Sustainability Policy: http://www.calstate.edu/cpdc/sustainability/policies-reports/documents/JointMeeting-CPBG-ED.pdf
      o Additional information on the Real Food Challenge (entity that provides resources and assistance towards achieving the 20% sustainable food spend goal by 2020): http://realfoodchallenge.org/food-service-professionals

F. Menu and Pricing
   a. Provide detailed proposed menu. Include ingredients, nutritional value, quality/freshness, portion size, and price.
   b. Identify food products that are produced internally v.s. purchased for resale; list manufacturers and brands of products you will offer for resale.
   c. Describe philosophy as it relates to providing affordable price points to customers.
   d. Provide a list of purveyors.

G. Additional Qualifying Factors
   a. Include proposed dollar amount towards tenant improvements of the space.
   b. Include proposed base rent (annualized).
   c. Describe/list additional value or contributions your business may bring to the University.
4.3 Submission Details
If your organization is interested in this business opportunity at SF State, **please submit a proposal by Friday, April 26, 2019 to:**

The University Corporation, San Francisco State
San Francisco State University
Administration Building, Room 361
1600 Holloway Avenue
San Francisco, CA 94132

**OR**

Via Email as a PDF file: ucorp@sfsu.edu

4.4 Informational Meeting & Tour
- **Date/Time:** Wednesday, March 27, 2019, 2:00pm to 4:00pm
- **Location:** SF State Campus (meeting room TBD)
- **Please RSVP by Monday, March 25, 2019 to** ucorp@sfsu.edu
4.5 Projected Timeline

- Informational Meeting & Tour - March
- Deadline for Questions - Friday, April 5
- Q&A Sheet Distribution - Monday April 15
- Proposals Due - Friday, April 26
- Vendor Selection & Sublease Execution - May
- Design & Construction - June through August
- Grand Opening - August/September 2019
5. General Provisions for Proposals

5.1 Terms and Conditions
By submitting a proposal, the Proposer agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of UCorp, render such proposal unresponsive.

5.2 Withdrawal of Proposals
A proposal may be withdrawn after its submission by written or facsimile request signed by Proposer or authorized representative, prior to the time and date specified for proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

5.3 Rejection of Proposals
UCorp reserves the right to reject any or all proposals, to accept other than the highest net return, and to waive any informality in a proposal.

5.4 Cancellation of RFP
This solicitation does not obligate UCorp to enter into an Agreement. UCorp reserves the right to cancel this RFP at any time, for any reason deemed in the best interests of the University. No obligation either expressed or implied, exists on the part of UCorp to make an award or to pay any cost incurred in the preparation or submission of a proposal.

5.5 Award
An award, if any, will be made or entered into with the Proposer having attained the highest score at the end of a competitive evaluation process.

5.6 Proposals Become the Property of the University
All proposals shall become property of the UCorp and information contained therein shall become public documents subject to disclosure laws after an award. UCorp reserves the right to make use of any information and/or ideas contained in the submitted proposal.

5.7 Confidential Material
Proposer must notify UCorp in advance of any proprietary or confidential material contained in their proposal and provides justification for not making such material public. UCorp shall have sole discretion to disclose or not disclose such material subject to any protective order, which Proposer may obtain.
6. Attachments

6.1 Floor Layout

RECREATION & DINING LEVEL
6.2 CSU Policy 5236.00: Single-Use Plastics

5236.00  |  CSU Single-Use Plastics

Effective Date: December 17, 2018  |  Revised Date:

POLICY OBJECTIVE
This policy articulates the CSU’s requirements related to single-use plastics to ensure procurement and contracting activities are in compliance with CSU’s sustainability goals and applicable regulations.

POLICY STATEMENT

Campuses shall establish purchasing practices that assure, to the maximum extent economically feasible, the purchase of single-use plastics including plastic straws, plastic water bottles, and plastic bags are eliminated. Purchase preference shall be given to reusable products, followed by locally compostable and/or recyclable products. Procurement, auxiliaries, and all relevant stakeholders will work with campus sustainability staff to assess and select the most sustainable alternatives.

CSU sustainability policies, including but not limited to 5236.00 and 5235.00, apply to Auxiliary Organizations incorporated to support the California State University.

Campus responsibilities:

- Eliminate single-use plastic water bottles by January 1, 2023 or upon contract renewal if existing contract terms prohibit. A 25% reduction in single-use plastic water bottles purchased and supplied will be achieved annually.

- Eliminate plastic straws no later than January 1, 2019.¹

- Eliminate single-use plastic carryout bags no later than January 1, 2019.²

- Eliminate single-use polystyrene (e.g. STYROFOAM™) food service items no later than January 1, 2021.³

- Replace single-use plastic items with materials that are reusable, locally compostable and/or recyclable.

Exceptions to the above are only to be made for complying with Americans with Disabilities Act (ADA) requirements⁴ or when it is demonstrated that compliance with the above will result in undue hardship on students or campus organizations.

---

¹ AB-1884 Food facilities: single-use plastic straws
² SB 270, Padilla. Solid waste: single-use carryout bags
³ SB 1335, Allen. Solid waste: food service packaging: state agencies, facilities, and property
⁴ Americans with Disabilities Act - Laws/Regulations