



RFP for Pushcart Concessions in City Parks

July 23, 2009

The Recreation and Park Department is issuing a Request for Proposals to solicit proposals from qualified respondents to manage and operate specialty food pushcart concessions within properties under the jurisdiction of the Department. The Department and any selected respondents will jointly determine the locations of the pushcart concessions. No locations within Golden Gate Park will be considered as part of this process.

The Department desires to provide quality food and beverage services to Park users around the City. In order to accomplish this, the Department will allow specialty food pushcarts in a number of parks City-wide. The Department envisions concessions that reflect the culinary diversity of San Francisco and allow patrons to enjoy high-quality food in the beautiful environs of the City's Parks.

For questions regarding this RFP please contact Nick Kinsey at Nicholas.Kinsey@sfgov.org. If you are interested in receiving notification of any changes to this RFP, please email Nick Kinsey at Nicholas.Kinsey@sfgov.org and include the name of your organization or company, email address and telephone number. Potential respondents are also encouraged to periodically check this web page for any updates.

If you are interested in bidding to operate a pushcart concession and want a copy of the RFP, go on-line at www.parks.sfgov.org to get a copy.





City and County of San Francisco
Recreation and Park Department

McLaren Lodge in Golden Gate Park

501 Stanyan Street, San Francisco, CA 94117

TEL: 415.831.2700 FAX: 415.831.2096 WEB: <http://parks.sfgov.org>

**Request For Proposals
For the Operation of Specialty Food
Pushcarts at Various Park Locations Citywide**

CITY AND COUNTY OF SAN FRANCISCO
Gavin Newsom, Mayor

SAN FRANCISCO RECREATION and PARK COMMISSION

Jim Lazarus, President
Thomas Harrison, Vice President
Gloria Bonilla, Commissioner
David E. Lee, Commissioner
Meagan Levitan, Commissioner
Lawrence Martin, Commissioner
Michael J. Sullivan, Commissioner

Philip A. Ginsburg, General Manager

July 23, 2009

NOTICE TO INTERESTED PARTIES

To ensure that you receive any additional information and other releases by the Recreation and Park Department, you must register on the Department's website for this offering at www.parks.sfgov.org.

Summary of Offering and Scheduling

Opportunity:	This Concession Opportunity is the right to occupy designated areas on property owned by the City pursuant to a Permit Agreement for the purpose of managing, marketing and operating of specialty food pushcarts within various locations on properties under the jurisdiction of the Recreation and Park Department.
Location:	The selected pushcart locations will be mutually agreed upon at time of award and will not include any locations within Golden Gate Park. The Department will consider proposals for various Parks around the City and will work with the selected respondent or respondents to determine appropriate sites.
Financial Requirements:	<p>The selected respondent or respondents will be required to pay the <i>greater of</i> either (a) the proposed Minimum Annual Guarantee of \$12,000 per pushcart location or (b) the percentage of the gross revenues specified in the Basic Information to the Recreation and Park Department. In the event that a concessionaire operates a pushcart location on a less than full time basis or if revenue from a pushcart location is insufficient to pay the proposed Minimum Annual Guarantee, RPD shall negotiate an appropriate Minimum Annual Guarantee.</p> <p>Permittee may be responsible for certain aspects of operating and maintaining premises.</p>
Maximum Permit Term:	Not to exceed five (5) years in length.
Required Uses:	To manage, market, and operate pushcarts at various locations within the City.
Selection Process:	The RFP responses will be evaluated by a selection committee and ranked on how well they meet the project objectives and selection criteria described in this RFP. The selection committee will make a recommendation to the Recreation and Park Commission for its independent review and action to enter into exclusive negotiations with the top ranked respondent. As the Department is considering allowing pushcarts at multiple Park locations, the Department will accept responses from individual respondents for the operation of one or more pushcart locations. The Department reserves the right to select one respondent to manage all of the pushcart locations or to select multiple

	respondents to each manage one or more pushcart locations. After the initial application period closes, RPD will accept proposals for the operation of pushcarts concessions for locations in which no such concession operates on a quarterly basis.
Presubmittal Meetings:	11:00 A.M. on Monday August 24, 2009 in the Commission Room at McLaren Lodge, 501 Stanyan Street.
Proposal Due Date:	No later than October 1, 2009 at 5:00 P.M. Responses shall be submitted via email to Nicholas.Kinsey@sfgov.org
Contact:	Nicholas Kinsey Recreation and Park Department 501 Stanyan Street San Francisco, CA 94117 (415) 831-2774 Nicholas.Kinsey@sfgov.org

Request for Proposals for Pushcart Concessions

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- A. Human Rights Commission Form
- B. California Retail Food Code, Chapter 10- Mobile Food Facility Requirements
- C. List of Recreation and Park Department Properties

I. Introduction

The Recreation and Park Department (the “Department”) of the City and County of San Francisco (the “City”) is soliciting proposals from qualified respondents to manage and operate specialty food pushcart concessions within properties under the jurisdiction of the Department. The Department and any selected respondents will jointly determine the locations of the pushcart concessions. No locations within Golden Gate Park will be considered as part of this process.

II. The Opportunity

The Department desires to provide quality food and beverage services to Park users around the City. In order to accomplish this, the Department will allow specialty food pushcarts in a number of parks City-wide. The Department envisions concessions that reflect the culinary diversity of San Francisco and allow patrons to enjoy high-quality food in the beautiful surroundings of the City’s Parks. You are invited to propose menus that reflect San Francisco’s rich culinary heritage and the character of each of the City’s neighborhoods.

The location of pushcarts will be jointly decided upon by the City and any selected respondents after selection. Potential sites include Alamo Square, Buena Vista Park, Duboce Park, Garfield Square, George H. Moscone Recreation Center, Japanese Peace Plaza, Justin Herman Plaza, Joseph L. Alito Performing Arts Plaza, Mission Dolores Park, , Ocean Beach Parking Lots, the Panhandle, Patricia’s Green, and Portsmouth Square. Respondents are asked to submit proposals of the Parks in which they would like to operate. The Department will consider allowing pushcarts in any other appropriate locations. Before entering into permit agreement for the operation of a pushcart in any neighborhood park, the Department will conduct a community outreach process to determine the appropriateness of such a use in the park.

The Department will consider proposals from respondents for the operation of one or more pushcart locations. The Department reserves the right to select one respondent to manage all of the concessions or to select multiple respondents to individually manage different pushcart locations. The Department will, in its sole discretion, determine which respondents are selected to manage which pushcart locations.

For a complete listing of City Parks, please see Exhibit C.

A. Menu

The Department will view favorably menus that incorporate healthy, sustainably grown foods and beverages as well as those that include inventive meal options. The Department is soliciting vendors who will operate and maintain pushcart concessions at the highest standards, making a significant improvement to the quality and ambience of the City’s parks. Proposers should submit a menu with their proposals.

B. Operating Requirements

Signage- All signage is subject to the Department's written approval.

Storage-Unless the concessionaire is specifically authorized in writing, no equipment or supplies shall be stored on Park property. No item shall be placed upon any public space, including the ground adjacent to the permitted premises without advance written approval from the Department.

Security- The concessionaire at its sole cost and expense shall be responsible for maintaining security at the location and will be required to cooperate with the Department to ensure security of the surrounding area.

Safety and Maintenance- Each proposal should include a detailed outline of maintenance schedules and safety precautions required for the operation of the concession, as well as staff qualifications and certifications, if applicable.

Staff- The concessionaire will be required to have sufficient number of staff to ensure proper operation of the pushcart location.

All food vending pushcarts must be inspected by the San Francisco Department of Public Health - Environmental Health Section in order to allow owners/operators to operate their pushcarts outside, and the San Francisco Fire Department (if propane is used on cart). Owners/operators must have a valid permit/decal issued by the Department of Public Health with an approval to operate outdoors, and the Recreation and Park Department.

Copies of the S.F Department of Public Health "Operating a Food Vehicle/Pushcart in San Francisco" and the "California Uniform Retail Food Facilities Law" are available from the Department of Public Health – Environmental Health Section located at 1390 Market Street Suite 210, San Francisco 94102. S.F. Fire Department Information for "Catering Truck and Pushcart Owners", and S.F. Police Department "Pre-application Information For Peddler & Pushcart Permits" are also available from those departments.

For more information on Public Health Code requirements, please review the Mobile Food Facilities requirements of the California Retail Food Code attached as Exhibit B to this document.

All applicable permits are required prior to this Permit becoming effective.

The equipment must be clean and attractive.

Food: Applicants shall submit a menu for approval.

Non-Alcoholic Beverage: Applicants shall submit a menu for approval.

Alcoholic Beverage: The sale and advertising of alcoholic beverages is NOT permitted.

Permittees are prohibited from selling or advertising tobacco products and lottery products.

Each Permittee is required to post on its pushcart the identifiable permit(s) or license(s) issued by all Departments requiring such permits or licenses. Department staff will conduct on-site inspections and may coordinate with the San Francisco Police Department, San Francisco Department of Public Health - Environmental Health Section, or San Francisco Fire Department and Park Patrol Officers to enforce vending rules and regulations.

C. The Surrounding Environment

Located within San Francisco's Parks, each pushcart location must be sensitive to the recreational activities that occur within those parks. All proposals submitted should be of a nature and a scale such that they do not infringe upon those activities. The Department will establish operational restrictions for each pushcart location.

The Permittee must pick-up and dispose of all waste, trash, rubbish, papers, cartons and refuse from their Permit area(s) and within a radius of 150-feet of the area that the pushcarts are located during the hours of operation. Permit will be terminated if vendor fails to clean up.

D. Hours

The City will establish minimum hours of operation for each pushcart location. Failure to comply with minimum schedule without Department approval may result in the loss of the location.

During periods of inclement weather, permittee may choose to not operate pushcarts in any or all of the locations. Base Rent, however, will not be adjusted because of closures due to weather.

III. Proposed Rent and Key Permit Terms

Upon successful completion of negotiations with the selected Respondent, the Department anticipates entering into a permit or permits for the sites. This Section briefly describes key permit terms required by the Department. In the submittal, Respondents will be required to indicate acceptance of these terms, and to make a proposal that is consistent with these terms. The actual terms of the permit will be negotiated with the Department staff and are subject to final approval by the San Francisco Recreation and Park Commission, and, if required, by the San Francisco Board of Supervisors.

Permittee shall pay to City each year of the term of this Agreement the *greater of* either: A) Base Rent, or B) Percentage Rent.

A. Base Rent

Respondent shall propose an Minimum Annual Guarantee to the City as a base rent payment. The proposed minimum base rent per pushcart location is \$12,000 per year. The Department will consider proposed base rents below this level in the event that a concessionaire operates a pushcart location on a less than full time basis or if revenue from a specific pushcart location is insufficient to pay the proposed Minimum Annual Guarantee. In such instances the Department shall negotiate an appropriate Minimum Annual Guarantee.

The base rent in turn is to be divided into 12 equal monthly payments to be made monthly during each year of the term.

Respondents are required to submit base rent proposals for each proposed pushcart location. Such base rent should reflect the differing revenue generating potential of each location.

Annual CPI Increase -Effective each anniversary date, the then current rent shall increase at the lesser of the current CPI or 3%.

B. Percentage Rent

Proposals must also include an exact Percentage Rent proposal payable on gross receipts. The proposal should detail an exact percentage for each revenue stream to be paid monthly to the Department. The higher of the monthly Base Rent or the monthly Percentage Rent would be payable. In any month in which the Percentage Rent does not exceed the Base Rent, only the Base Rent would be payable.

C. Final Accounting.

Within twenty-one (21) days after each anniversary date, permittee shall provide an accounting to the City reflecting all sums received by permittee and in which the City is entitled to share pursuant to the Agreement. Such accounting shall be in a form approved by the City and shall contain such substantiation as the City may reasonably require.

C. Term

Not to exceed five (5) years in length.

D. Maintenance/Repairs

Permittee shall keep the premises and all fixtures and equipment clean, neat, safe, sanitary and in good order at all times. Permittee agrees to remove all waste, trash, rubbish, papers, cartons and refuse from said premises, to pick up trash and debris in the immediate vicinity of the premises and dispose of trash in containers provided by permittee that are large enough to adequately serve the needs of the facility.

Notwithstanding the above, City shall maintain, repair and keep in good condition the Park area in which the Premises are located, including gardening and landscaping services, and any exterior bathrooms.

E. Subordination

The City's fee ownership and rental income stream will not be subordinated.

F. Security Deposit and Performance Bond

In connection with the permit, the selected permittee, upon signing the permit, will be required to provide a security deposit equal in the amount of \$5,000 for each pushcart location. This may be in the form of a Time Certificate of Deposit or an Irrevocable Letter of Credit.

G. Environmental Sustainability

The City has recently passed the Food Service Waste Reduction Ordinance which requires that, "All City Facility Food Providers using any Disposable Food Service Ware shall use Biodegradable/Compostable or Recyclable Disposable Food Service Ware unless there is no Affordable Biodegradable or Compostable product available as determined by the City Administrator in accordance with Subsection 1604(a). Proposers are required to comply with City law.

Permittee needs to achieve a 75% diversion rate at the event, and provide adequate composting and recycling collection services to the public/attendees, event producers and vendors to achieve that diversion rate. Compostable collection may require a monitor or sorting must take place post event to deal with contamination. Compostable collection containers must be color coded as green, recycling as blue and garbage as black. Appropriate, clear signage must be visible." Back up generators need to use B100 as fuel, and 50% of food must come from less than a 200-mile radius from San Francisco.

Permittee shall develop a program to work toward a zero waste goal, including the implementation of a composting system for food waste, packaging and 100% biodegradable supplies whenever practical. Permittee shall submit a recycling and composting plan at Commencement of Permit, and provide an annual report on each anniversary date of this permit outlining their progress toward meeting the recycling and composting goals described above and their success toward a zero waste goal.

H. Sustainable Foods

The City is encouraging permittee to source sustainable foods. Sustainable foods are those which, through their production, purchase, and consumption, enhance the health of the environment, producers and consumers through one or more of these methods: growing, processing and distributing locally; using low or no synthetic agricultural chemicals; fairly trading with developing countries; meeting animal welfare standards; processing minimally; no genetic modification; no unnecessary antibiotics; and no added growth hormones.

The City encourages the permittee to source sustainable foods by buying certified and/or locally produced food products. Acceptable sustainability certifications are limited to organic certification under the National Organic Standards Act ("USDA Organic), Fair

Trade certification, Protected Harvest certification, Food Alliance certification, Rainforest Alliance certification, Certified Humanely Raised and Handled certification, American Humane certification, Marine Stewardship Council certification, and Salmon-Safe certification. Sustainability-related product claims that are acceptable under this clause include “grass-fed” claims, “not treated with artificial growth hormones (RBGH)” claims,” produced without the nontherapeutic use of antibiotics” claims, and “raised without added hormones/no hormones added” claims.

Locally produced food products are produced within 200 miles of San Francisco including the following counties in the North Coast, Central Coast, Sacramento and San Joaquin Valleys: Alameda, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Kern, Kings, Lake, Madera, Marin, Mariposa, Mendocino, Merced, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Sierra, Solano, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Yolo, and Yuba counties.

Respondents should clearly articulate how they will incorporate these sustainable food concepts into everyday operations of the concessions, and how they will increase their sourcing of sustainably produced foods.

Permittee shall also provide an annual report on each anniversary date of this permit outlining how they incorporated these sustainable food concepts into everyday operations of the food and beverage concession and how they informed customers and the youth employed by the Permittee, regarding sustainable foods. This report should include percentage of total sales that were products certified as sustainably produced.

I. Insurance Requirements

Permittees will be required to retain insurance policies as directed by the Department.

J. HRC Certification

At the time the permit is executed, the permittee must have been certified by the City’s Human Rights Commission (“HRC”) to be in compliance with Chapter 12B of the San Francisco Administrative Code, including certification of compliance with the City’s Nondiscrimination in Benefits (“Domestic Partners Benefits”) Ordinance. In order to obtain such certification, the permittee will be required to submit to HRC a “Chapter 12B: Nondiscrimination in Contracts and Benefits” form (Form HRC-12B-101).

K. City Contracting Requirements

The permittee shall comply with all applicable City contracting requirements, including, without limitation, the City’s Non-Discrimination in Benefits Ordinance, Minimum Compensation Ordinance, Health Care Accountability Ordinance, First Source Hiring Program, and Conflict of Interest Ordinance.

IV. RFP Schedule and Selection Process

A. Schedule

RFP issued:	July 23, 2009
Pre-submittal conference and tour:	11:00 A.M. on Monday August 24, 2009 in the Commission Room at McLaren Lodge, 501 Stanyan Street.
Deadline for submission of written questions:	September 18, 2009
Proposal deadline:	October 1, 2009 at 5:00 P.M.
Recreation and Park Commission consideration of selected respondent:	November 2009
Permit negotiations:	November and December 2009
Recreation and Park Commission approval of Permit:	December 2009
Permit Commencement:	January 2009

B. Pre-Submittal Conference and Questions

Interested parties are strongly encouraged to attend a pre-submittal conference at 11:00 A.M. on Monday August 24, 2009 in the Commission Room at McLaren Lodge, 501 Stanyan Street.

Department staff will address questions and provide any new information then available at the pre-submittal conference. Questions may be answered orally at the conference. Department staff also will provide written responses to substantive and procedural questions raised at the pre-submittal conference, which may clarify oral responses previously given. Only written responses will be deemed final.

Any requests for information or clarification of this RFP other than those raised at the pre-submittal conference must be submitted in writing by email to Nicholas Kinsey at Nicholas.Kinsey@sfgov.org before September 18, 2009. Except for inquiries at the pre-submittal conference, no oral inquiries will be answered.

Written responses to all questions directed to the Department staff at the pre-submittal conference or in writing by the specified date will be posted on the Department's web page for this RFP, and notice of the posting will be sent to all interested parties who register with the Department before the deadline specified above. Therefore, the Department strongly recommends that interested parties register for this RFP on the Department's website and consult the website frequently to determine if new information regarding the RFP is available.

C. Submittal Contents

Proposals submitted in response to this RFP must meet the specifications set forth herein. Any major deviation from these specifications will be cause for rejection of the proposal at the City's discretion. The content and sequence of the proposals are to be as follows:

1. Cover Letter

A cover letter should be provided describing the respondent, the name and address of the entity submitting the proposal, the date the entity was established, and the name, address, and telephone number of the person or persons who will serve as the entity's principal contact person with the City and be authorized to make representations on behalf of the entity. The letter must bear the original signature of the person having proper authority to make the proposal for the entity.

2. Proposal Summary

A brief synopsis of the highlights of the proposal should be presented which summarizes the key benefits of the proposal to the City.

3. Statement of Qualifications

- A description of history, principal ownership structure, and staff of respondent.
- The respondent's financial position, including most recent financial statements.
- Experience and abilities in managing similar facilities.
- Documentation that the respondent has the capacity to manage and operate the number of pushcarts on which they bid.
- Written references from relevant professionals or companies with whom respondent has worked.

Each respondent must individually or collectively, in the case of an entity or joint venture, possess the following minimum experience to be considered as a possible candidate for this opportunity:

- Three years experience in fully managing a business of the nature of this opportunity, with a background in retail and food and beverage management.
- Experience in operating food and beverage pushcarts in multiple locations serving fresh and healthy food with a major consideration toward sustainable food.
- Sufficient financial capacity to undertake this concession opportunity including the ability to adequately stock and maintain all necessary merchandise and food and beverage items for sale.
- The ability to obtain all required insurance policies required and all necessary permits and licenses required by the City and County of San Francisco.

Respondents must fully describe and present adequate proof of experience and financial capacity through factual records and/or signed letters of reference. Should any person or entity not be able to satisfy the above mentioned minimum qualifications, the City shall

deem any proposal submitted by such individuals or entities as “non-responsive” and will not consider any additional submitted information.

4. Department Goals and Objectives

The proposal should demonstrate how it would advance the Department’s goals, as outlined below:

- Provide additional amenities to the public.
- Enhance the experience of Park users.
- Increase park users’ awareness of San Francisco’s unique culinary offerings.
- Provide revenue to the Department.
- Prohibit vending without a permit on City property.

5. Business and Marketing Plan

A Business and Marketing Plan describing respondent’s plans for operating the facility on an on-going basis should be included. At a minimum, the Business and Marketing Plan should describe:

- how the respondent would market, promote and advertise the concession.
- the market for the services proposed including identifying competitors and unique features of the proposed project that will meet the market demands.
- how respondent plans to operate the venture proposed.
- identified partners for the project, if any.
- a description of any improvements to the property with estimated cost and value.
- the operation plan and menu for each pushcart location.
- systems for handling payments including receipts, cash handling procedures, reporting and audit trail.
- job creation for economically disadvantaged persons.
- mechanism to provide disadvantaged local businesses with an equal opportunity to compete for and participate in project development and operations.

6. Statement of Proposed Financial Terms

At a minimum, the Statement of Proposed Financial Terms should state the following for each proposed pushcart location:

- Minimum Annual Guarantee as Base Rent to be paid to the City, described in Section III above.
- Percentage Rent Formula on net gross receipts (gross receipts less applicable sales tax) of the proposed project to be paid to the City, including percentage figures by revenue stream.
- All other proposed permit terms so the City fully understands the intent and basis of the proposal.

7. Financial Projections for the Project

Describe and illustrate with projections the key financial components of the respondent’s proposal. Respondents should include projections of income and expenses, including projections of total rental income to be paid to the Department over the term of the permit. Clearly state assumptions to a degree sufficient for the Department to judge the validity of the assumptions. Respondents are expected to conduct their own market research to identify potential demand, along with any other research necessary to justify any assumptions and projections that they may make.

8. Proposed Menu for Each Pushcart Location

Submit a proposed menu, along with prices for each pushcart location. Respondents are encouraged to submit creative menu offerings which reflect the culinary diversity of San Francisco. Menus should also offer healthy and sustainably sourced foods.

D. Submittal Deadline

Submittal Deadline:	October 1, 2009 at 5:00 P.M.
Email Address for Submittals:	Nicholas.Kinsey@sfgov.org

In order to reduce the amount of paper and other resources used in generating RFP proposals, the Department will only accept proposals submitted electronically. Proposals must be **sent by email** to:

Nicholas Kinsey
 Nicholas.Kinsey@sfgov.org

The Department must receive each proposal not later than October 1, 2009 at 5:00 P.M. clearly marked Pushcarts in City Parks in the subject line. Proposals sent after October 1, 2009 at 5:00 P.M. will not be accepted.

A respondent may revise a proposal on its own initiative at any time before the deadline for submission of proposals specified above. A revised proposal must be received before the proposal submission deadline. In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal submittal deadline for any respondent.

Late proposals and proposals sent by standard mail or facsimile will not be accepted.

V. Evaluation of Proposals and Award

A. Selection Process Generally

All proposals will be evaluated by the Department in accordance with the criteria and procedures identified in this RFP. Without limiting any of its rights described in Section VII below, the Department reserves the right at its discretion to make a selection based directly on the proposals submitted or to negotiate further with one or more of the respondents. The Department reserves the right at its sole discretion to contract with one organization to manage all of the pushcart concessions or to contract with multiple organizations, each managing different pushcart locations. The respondent, or respondents selected under this RFP will be chosen on the basis of its apparent ability to best meet the overall objectives of the City, as ultimately determined by the Recreation and Park Commission in its sole and absolute discretion.

Each proposal will be initially reviewed by the Department staff for demonstration of meeting minimum qualifications, completeness, responsiveness, and adequacy of documentation. Proposals with significant deficiencies in these areas may receive no further consideration.

A selection panel shall assist staff with this review and shall score the proposals according to the point system and criteria listed in this RFP. Interviews with individual respondents and/or public presentations may be required. In addition, staff may, at its sole discretion, independently investigate the qualifications of certain respondents and/or conduct interviews with members of certain respondents' team. The Department reserves the right to request clarification or additional information from a respondent.

B. Rolling Applications

After the October 1, 2009 close of the initial application period, the Department will consider and review proposals for the operation of these concessions in park locations where no pushcart concession is in operation on a quarterly basis. The Department will not accept any proposals for park locations which at the time of submission have a pushcart in operation.

Such proposals will be due on January 1, April 1, July 1 and October 1 of each calendar year and shall meet all of the requirements of this RFP. The Department will evaluate any such proposals received in accordance with the submission criteria established in this RFP.

The Department may at any time, and without any notice, discontinue accepting proposals on a rolling basis.

C. Selection Criteria

1. Minimum Qualifications

Each respondent must individually or collectively, in the case of an entity or joint venture, possess the following minimum experience to be considered as a possible candidate for this opportunity:

- Three years experience in fully managing a business of the nature of this opportunity, with a background in food and beverage management including pushcart operations.
- Sufficient financial capacity to undertake this concession opportunity including the ability to operate, or hire qualified staff to operate, the concession.
- The ability to obtain all required insurance policies required and all necessary permits and licenses required by the City.

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

2. Evaluation Criteria

A selection committee will use the following criteria in evaluation the responses to the RFP:

	Evaluation Criteria	Points
a.	<p>Experience, Qualifications, and Financial Capability:</p> <ul style="list-style-type: none"> • Experience in managing and operating projects of comparable size, visibility and expense. • Experience and qualifications of respondent and key personnel related to consistent quality management, maintenance, and operation of other business enterprises. • Demonstrated experience, history, or relationships in providing goods and services. • The respondent’s ability to finance the proposed project. • The respondent’s overall financial track record. 	30
b.	<p>Business Plan, Marketing Plan and Menu:</p> <ul style="list-style-type: none"> • Consistency of the proposed project with the goals and objectives of the Recreation and Park Department, as outlined in the RFP. • Viability of proposed use plan. • Quality and innovation of respondent’s menu. • Respondents use of healthy and sustainably sourced foods in the menu. • Appropriateness of the concession, including the proposed menu, for the specified Department facility. 	35

	<ul style="list-style-type: none"> • Project’s ability to enhance the experience of park users. • Respondent’s plan and capacity to market and promote the facility. • The extent to which the proposed plan demonstrates respondent’s commitment to create or retain jobs for economically disadvantaged persons, and to provide disadvantaged local businesses with an equal opportunity to compete for and participate in project development and operations. 	
c.	<p>Proposed Financial Terms:</p> <ul style="list-style-type: none"> • The proposed annual rent for each pushcart location, which shall not be lower than the specified minimum rent. • Additional revenues from all participation structures proposed. • Amount of total projected revenue to the City and the reasonableness of respondent’s underlying assumptions. 	35
	Total points	100

D. Selection Committee

Following the Department’s receipt of submittals, the Department will implement the following evaluation process of timely, complete and responsive submittals from qualified respondents. A selection committee consisting of City staff and other appropriate parties will evaluate the submittals of each respondent based on the minimum qualifications and selection criteria outlined above. Selected respondents may be interviewed by the selection committee. Those submittals meeting the minimum qualifications will be scored and ranked by the selection committee.

The Department reserves the right to request clarification or additional information from individual respondents and to request that some or all respondents make presentations to the Department staff, the Recreation and Park Commission, community groups and/or others. The City further reserves the right to make an award without further clarification of proposals received.

E. Permit Negotiations

For an exclusive negotiating period of 30 days, after the Commission finalizes its selection or selections, selected respondent or respondents must submit a \$2,000 good faith deposit while the City negotiates with the selected respondent, a permit that is consistent with the terms of this RFP and the successful respondent’s proposal. Upon successful agreement to all terms of the permit, the proposed permit will be taken to the Commission for approval.

In the event the General Manager of the Department determines that such negotiations are not proceeding satisfactorily, the City may, upon approval by the Commission, commence negotiations with another respondent or begin the selection process and the

City will retain the deposit as liquidated damages and the respondent shall not be entitled to any refund.

VI. Terms and Conditions for Receipt of RFP

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed via email to:

Nicholas Kinsey

Nicholas.Kinsey@sfgov.org

C. Objections to RFP Terms

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

D. Change Notices

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

E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

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

G. Errors and Omissions in Proposal

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

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

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

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

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. **Criminal.** Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. **Civil.** Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. **Administrative.** Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

J. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

K. Public Access to Meetings and Records

If a proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its

efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

L. Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

M. No Waiver

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

N. Protests.

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the

protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

- **Protest of Contract Award**

Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award.

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

- **Delivery of Protests**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Virginia Dario Elizondo
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Pl.
San Francisco, CA 94102

Exhibit A

Human Rights Commission Forms

The Human Rights Commission enforces San Francisco's Nondiscrimination in Contracts Laws. These laws include provisions prohibiting discrimination in employee benefits and public accommodations based on marital and domestic partner status and in most cases require that City contractors provide domestic partner benefits equal to those offered to spouses of their employees.

At the time the Lease is executed, the Lessee must have been certified by the City's Human Rights Commission ("HRC") to be in compliance with Chapter 12B of the San Francisco Administrative Code, including certification of compliance with the City's Nondiscrimination in Benefits ("Domestic Partners Benefits") Ordinance. In order to obtain such certification, the Lessee will be required to submit to HRC a "Chapter 12B: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101).

The appropriate forms are available on the City's web site at the following location:

<http://www.sfgov.org/site/uploadedfiles/sfhumanrights/forms/12b101.pdf>

Exhibit B

Relevant Sections of the California Retail Food Code

CHAPTER 10. Mobile Food Facilities

114294. Applicable requirement: certification: approval by enforcement agency

(a) All mobile food facilities and mobile support units shall meet the applicable requirements in Chapters 1 to 8, inclusive, and Chapter 13, unless specifically exempted from any of these provisions as provided in this chapter.

(b) The enforcement agency shall initially approve all mobile food facilities and mobile support units as complying with the provisions of this chapter and may require reapproval if deemed necessary.

(c) Each mobile food facility that is either a special purpose commercial modular and coach as defined by Section 18012.5 or a commercial modular coach as defined by Section 18001.8 shall be certified by the Department of Housing and Community Development, consistent with Chapter 4 (commencing with Section 18025) of Part 2 of Division 13, and regulations promulgated pursuant to that chapter. In addition, the enforcement agency shall approve all equipment installation prior to operation.

114295. Operation from a Commissary

(a) Except as specified in subdivision (b), all mobile food facilities shall operate in conjunction with a commissary, mobile support unit, or other facility approved by the enforcement agency.

(b) This section does not apply to mobile food facilities that operate at community events as defined in Section 113755 and that remain in a fixed position during food preparation and its hours of operation.

(c) Mobile food facilities shall be stored at or within a commissary or other location approved by the enforcement agency in order to have protection from unsanitary conditions.

(d) Mobile support units shall be operated from and stored at a designated commissary and shall be subject to permitting and plan review.

114297. Cleaning and Servicing

(a) Mobile food facilities shall be cleaned and serviced at least once daily during an operating day.

(b) Except as specified in subdivision (c), all mobile food facilities shall report to the commissary or other approved facility on a daily basis.

(c) Mobile food facilities that are serviced by a mobile support unit and that do not report to a commissary on a daily basis shall be stored in a manner that protects the mobile food facility from contamination. All food shall be stored at the commissary or other approved facility at the end of the operating day.

(d) Mobile support units shall report to a commissary or other approved facility for cleaning, servicing, and storage at least daily.

114299. Identification of an Owner

(a) Except as specified in subdivision (c), the business name or name of the operator, city, state, ZIP Code, and name of the permittee, if different from the name of the food facility, shall be legible, clearly visible to consumers, and permanently affixed on the consumer side of the mobile food facility and on a mobile support unit.

(b) The name shall be in letters at least 3 inches high and shall be of a color contrasting with the vehicle exterior. Letters and numbers for the city, state, and ZIP Code shall not be less than one inch high.

(c) Notwithstanding subdivision (a), motorized mobile food facilities and mobile support units shall have the required identification on two sides.

114301. Equipment Construction Requirements

(a) Except to the extent that an alternative construction standard is explicitly prescribed by this section, construction standards for mobile food facilities that are subject to Part 2 (commencing with Section 18000) of Division 13 shall be governed by that part.

(b) Mobile food facility equipment, including, but not limited to, cooking equipment, the interior of cabinet units, and compartments, shall be designed and made of materials that result in smooth, readily accessible, and easily cleanable surfaces.

(1) Unfinished wooden surfaces are prohibited.

(2) Construction joints and seams shall be tightly fitted and sealed so as to be easily cleanable. Silicone sealant or equivalent waterproof compounds shall be acceptable, provided that the gap is smaller than one-quarter inch and applied smooth so as to prevent the entrance of liquid waste or vermin.

(3) Except as specified in Section 114314, nonportable equipment shall be an integral part of the primary unit.

(c) Mobile food facilities that handle potentially hazardous foods, except for prepackaged frozen ready-to-eat foods, whole fish, and whole aquatic invertebrates, shall be equipped with refrigeration units as defined in Section 13885.

(d) All new and replacement gas-fired appliances shall meet applicable ANSI standards. All new and replacement electrical appliances shall meet applicable Underwriters Laboratory standards. However, for units subject to Part 2 (commencing with Section 18000) of Division 13, these appliances shall comply with standards prescribed by Sections 18028, 18029.3, and 18029.5.

(e) Space around pipes, conduits, or hoses that extend through cabinets, floors, or outer walls shall be sealed. The closure shall be smooth and easily cleanable.

(f) Equipment in which spillage is likely to occur shall have a drip tray fitted so that spillage drains into a waste tank.

(g) All equipment shall be installed so as to be easily cleanable, prevent vermin harborage, and provide adequate access for service and maintenance.

(1) Equipment shall be spaced apart or sealed together for easy cleaning. There shall be a minimum of four inches of unobstructed space provided for sanitary maintenance beneath counter mounted equipment or between the sides of adjacent equipment.

(2) Portable equipment or machinery need not comply with the minimum leg height requirement.

(3) Threads, nuts, or rivets shall not be exposed where they interfere with cleaning. Threads, nuts, or rivets that interfere with cleaning shall be sealed or capped.

(4) All floor mounted equipment shall be sealed to the floor to prevent moisture from getting under the equipment, or it shall be raised at least six inches off the floor by means of an easily cleanable leg and foot.

(h) Floors, walls, and ceilings of all enclosed food preparation areas shall be constructed so that the surfaces are impervious, smooth, and easily cleanable. Floor surfaces shall provide employee safety from slipping. The juncture of the floor and wall shall be covered with a 3/8 inch minimum radius coving, with the floor surface extending up the wall at least four inches.

(i) Notwithstanding Section 114143, ground or floor surfaces where cooking processes are conducted from a grill, barbecue, or other unenclosed cooking unit on a mobile food facility shall be impervious, smooth, easily cleanable, and shall provide employee safety from slipping. Ground or floor surfaces in compliance with this section shall extend a minimum of five feet on all open sides of where cooking processes are conducted.

114303. Food and utensils; protection from contamination

(a) Employee entrance doors to food preparation areas shall be self-closing and kept closed when not in use.

(b) The mobile food facility, and all equipment and utensils shall be protected from potential contamination and kept clean, in good repair, and free of vermin.

(c) During transportation, storage, and operation of a mobile food facility, food, food-contact surfaces, and utensils shall be protected from contamination.

(d) The permit holder of an unenclosed mobile food facility handling nonprepackaged food shall develop and follow written operational procedures for food handling and the cleaning and sanitizing of food-contact surfaces and utensils. The enforcement agency shall review and approve the procedures prior to implementation and an approved copy shall be kept on the mobile food facility during periods of operation.

114305. Food Handling

(a) During operation, no food intended for retail shall be conveyed, held, stored, displayed, or served from any place other than a mobile food facility, except for the restocking of product in a manner approved by the enforcement agency.

(b) Food preparation counter space shall be provided commensurate with the food operation, adjacent to all cooking equipment.

(c) Except as specified in subdivision (d), food products remaining after each day's operation shall be stored in an approved commissary or other approved facility.

(d) Potentially hazardous foods held at or above 135°F on a mobile food facility or mobile support unit shall be destroyed at the end of the operating day.

114307. Mobile Food Facilities that Operate at Community Events

Mobile food facilities that operate at community events and that remain fixed during food preparation and its hours of operation may:

(a) Include a staffed counter that serves hot and cold beverages and ice that are not potentially hazardous food and that are dispensed from approved bulk dispensing units.

(b) Store supplies and food that are not potentially hazardous in unopened containers adjacent to the mobile food facility or in a nearby temporary storage unit. "Unopened container" means a factory sealed container that has not been previously opened and that

is suitably constructed to be resistant to contamination from moisture, dust, insects, and rodents.

(c) Operate an open-air barbecue adjacent to the mobile food facility if approved by the enforcement agency.

114309. Mobile Food Facility Exemptions

(a) Mobile food facilities and mobile support units shall be exempt from the requirements of Sections 114250, 114256.1, and 114279.

(b) Nothing in this chapter shall be deemed to require any person to replace or modify an existing mobile food facility approved for operation prior to adoption of this part, so long as the facility is operated in accordance with the conditions of approval. Plans and specifications may be required by the enforcement agency if it determines that they are necessary to assure compliance with this part.

(c) Mobile food facilities equipped with a one-compartment sink or two-compartment sink that was approved for operation prior to adoption of this part need not provide a three-compartment sink.

114311. Handwashing Sink Requirements

Mobile food facilities not under a valid permit as of January 1, 1997, from which nonprepackaged food is sold shall provide handwashing facilities. The handwashing facilities shall be separate from the warewashing sink.

(a) The handwashing sink shall have a minimum dimension of nine inches by nine inches in length and width and five inches in depth and be easily accessible by food employees.

(b) The handwashing facility shall be separated from the warewashing sink by a metal splashguard with a height of at least six inches that extends from the back edge of the drainboard to the front edge of the drainboard, the corners of the barrier to be rounded. No splashguard is required if the distance between the handwashing sink and the warewashing sink drainboards is 24 inches or more.

114313. Warewashing Sink Requirements

(a) Except as specified in subdivision (b), mobile food facilities where nonprepackaged food is cooked, blended, or otherwise prepared shall provide a warewashing sink with at least three compartments with two integral metal drainboards.

(1) The dimensions of each compartment shall be at least 12 inches wide, 12 inches long, and 10 inches deep, or large enough to accommodate the cleaning of the largest utensil.

(2) Each drainboard shall be at least the size of one of the sink compartments. The drainboards shall be installed with at least one-eighth inch per foot slope toward the sink compartment, and fabricated with a minimum of one-half inch lip or rim to prevent the draining liquid from spilling onto the floor.

(3) The sink shall be equipped with a mixing faucet and shall be provided with a swivel spigot capable of servicing all sink compartments.

(b) Mobile food facilities that are not required to provide a warewashing sink on the mobile food facility, including those that handle nonpotentially hazardous foods that require no preparation other than heating, baking, popping, portioning, bulk dispensing, or assembly shall wash and sanitize all utensils and equipment on a daily basis at the approved commissary or other approved food facility and provide and maintain an

adequate supply of spare preparation and serving utensils in the mobile food facility as needed to replace those that become soiled or contaminated.

114314. Handwashing and warewashing facilities, location

(a) Handwashing facilities and warewashing sinks for unenclosed mobile food facilities shall be an integral part of the primary unit or on an approved auxiliary conveyance that is used in conjunction with, and maintained immediately adjacent to, the primary unit of the mobile food facility.

(b) When used in conjunction with a mobile food facility, an auxiliary conveyance shall contain all of the utility connections.

114315. Toilet and Handwashing Facilities

(a) A food facility shall be operated within 200 feet travel distance of an approved and readily available toilet and handwashing facility, or as otherwise approved by the enforcement agency, to ensure that restroom facilities are available to facility employees whenever the mobile food facility is stopped to conduct business for more than a one-hour period.

(b) This section does not limit the authority of a local governing body to adopt, by ordinance or resolution, additional requirements for the public safety, including reasonable time, place, and manner restrictions pursuant to its authority under subdivision (b) of Section 22455 of the Vehicle Code.

114317. Exterior and surrounding area to be sanitary

The exterior of a mobile food facility and the surrounding area, as relating to the operation of food service, shall be maintained in a sanitary condition.

114319. Storage of non-food items, chemicals, food, utensils

(a) Spare tires, related automotive equipment, or special tools relating to the mechanical operation of the mobile food facility shall not be stored in the food preparation or food storage areas.

(b) A separate cabinet or drawer shall be installed for the storage of insecticides or other poisonous substances in accordance with Section 114254, if these substances are used. All poisonous chemicals shall be kept in this cabinet or drawer in their original containers and in a manner that offers no contamination hazard to food or utensils.

(c) During periods of inoperation, food and utensils shall be stored in one of the following methods:

(1) Within approved food storage facilities at the commissary or other approved facility.

(2) In food compartments approved by the enforcement agency where the food is protected at all times from contamination, exposure to the elements, ingress of rodents and other vermin, and temperature abuse.

114321. Height and Width of Occupied Areas

Mobile food facilities that are occupied during normal business operations shall have a clear, unobstructed height over the aisleway portion of the unit of at least 74 inches from floor to ceiling, and a minimum of 30 inches of unobstructed horizontal aisle space. This section shall not apply to vehicles under permit prior to January 1, 1996.

114322. Location of Compressors

Compressor units that are not an integral part of food equipment, auxiliary engines, generators, and similar equipment shall be installed in an area that is completely separated from food preparation and food storage and that is accessible from outside the unit for proper cleaning and maintenance.

114323. Safety Requirements

- (a) A first-aid kit shall be provided and located in a convenient area in an enclosed case.
- (b) Mobile food facilities that operate at more than one location in a calendar day shall be equipped to meet all of the following requirements:
 - (1) All utensils in a mobile food facility shall be stored so as to prevent their being thrown about in the event of a sudden stop, collision, or overturn. A safety knife holder shall be provided to avoid loose storage of knives in cabinets, boxes, or slots along counter aisles. Knife holders shall be designed to be easily cleanable and be manufactured of materials approved by the enforcement agency.
 - (2) Coffee urns, deep fat fryers, steam tables, and similar equipment shall be equipped with positive closing lids that are fitted with a secure latch mechanism that will prevent excessive spillage of hot liquids into the interior of a mobile food facility in the event of a sudden stop, collision, or overturn. As an alternative to this requirement, a coffee urn may be installed in a compartment that will prevent excessive spillage of coffee in the interior of the unit.
 - (3) Metal protective devices shall be installed on the glass liquid level sight gauges on all coffee urns.
- (c) Light bulbs and tubes shall be covered with a completely enclosed plastic safety shield or its equivalent, and installed so as to not constitute a hazard to personnel or food.
- (d) All liquefied petroleum equipment shall be installed to meet applicable fire authority standards, and this installation shall be approved by the fire authority. However, for units subject to Part 2 (commencing with Section 18000) of Division 13, this equipment and its installation shall comply with standards prescribed by Sections 18028 and 18029.5.
- (e) A properly charged and maintained minimum 10 BC-rated fire extinguisher to combat grease fires shall be properly mounted and readily accessible on the interior of any mobile food facility that is equipped with heating elements or cooking equipment.
- (f)
 - (1) Except for units subject to Part 2 (commencing with Section 18000) of Division 13, a second means of exit shall be provided in the side opposite the main exit door, or in the roof, or the rear of the unit, with an unobstructed passage of at least 24 inches by 36 inches. The interior latching mechanism shall be operable by hand without special tools or key. The exit shall be labeled "Safety Exit" in contrasting colors with letters at least one inch high.
 - (2) For units subject to Part 2 (commencing with Section 18000) of Division 13, the size, latching, and labeling of the second means of exit shall comply with standards prescribed by Sections 18028 and 18029.5.
- (g) All gas-fired appliances shall be properly insulated in a manner that will prevent excessive heat buildup and injury.

114325. Water heater Requirements

(a) Except on a mobile food facility that only utilizes the water for handwashing purposes, a water heater or an instantaneous heater capable of heating water to a minimum of 120°F, interconnected with a potable water supply, shall be provided and shall operate independently of the vehicle engine. On a mobile food facility that only utilizes the water for handwashing purposes, a water heater or an instantaneous water heater capable of heating water to a minimum of 100°F, interconnected with a potable water supply, shall be provided and shall operate independently of the vehicle engine.

(b)

(1) Except as specified in paragraph (2), a water heater with a minimum capacity of three gallons shall be provided for mobile food facilities.

(2) A minimum water heater capacity of one-half gallon shall be provided for mobile food facilities approved for limited food preparation.

114326. Commissary Requirements

All commissaries and other approved facilities servicing mobile support units, mobile food facilities, and vending machines shall meet the applicable requirements in this part and any of the following to accommodate all operations necessary to support mobile support units, mobile food facilities, and vending machines:

(a) Adequate facilities shall be provided for the sanitary disposal of liquid waste from the mobile food facility or mobile support unit being serviced.

(b) Adequate facilities shall be provided for the handling and disposal of garbage and refuse originating from a mobile food facility or mobile support unit.

(c) Potable water shall be available for filling the water tanks of each mobile food facility and mobile support unit that requires potable water. Faucets and other potable water sources shall be constructed, located, and maintained so as to minimize the possibility of contaminating the water being loaded.

(d) Hot and cold water, under pressure, shall be available for cleaning mobile food facilities and mobile support units.

(e) Adequate facilities shall be provided for the storage of food, utensils, and other supplies.

(f) Notwithstanding Section 113984, commissaries that service mobile food facilities that conduct limited food preparation shall provide a food preparation area.

(g) Servicing areas at commissaries shall be provided with overhead protection, except that areas used only for the loading of water or the discharge of sewage and other liquid waste through the use of a closed system of hoses need not be provided with overhead protection.

(h) Servicing areas used for cleaning shall be sloped and drained to an approved wastewater system.

(i) Adequate electrical outlets shall be provided for mobile food facilities and mobile support units that require electrical service.

114327. Mobile Support Unit Requirements

(a) Mobile support units shall be subject to plan review and be approved by the enforcement agency. Requirements shall be based on proposed method of operation and number of mobile food facilities serviced.

(b) Mobile support units shall meet all applicable requirements of this part and the following:

(1) Interior floor, sides, and top shall be free of cracks, seams, or linings where vermin may harbor, and shall be constructed of a smooth, washable, impervious material capable of withstanding frequent cleaning with approved sanitizing agents.

(2) Be constructed and operated so that no liquid wastes can drain onto any street, sidewalk, or premises.

(3) If used to transport potentially hazardous food, approved equipment to maintain food at the required temperatures shall be provided.

(4) Food, utensils, and supplies shall be protected from contamination.

(5) A separate storage area shall be provided for all poisonous substances, detergents, bleaches, cleaning compounds, and all other injurious or poisonous materials.

(c) Mobile support units shall not be approved for warewashing.

Exhibit C

Recreation and Park Department Properties

Adam Rogers Park
Alamo Square
Alice Chalmers Playground
Alice Marble Courts
Alioto Mini Park
Allyne Park
Alta Plaza Park
Angelo Rossi Park
Aptos Playground
Argonne Playground
Ashton & Lakeview Mini Park
Baden & Joost Street Mini Park
Balboa Park
Bayview Hill Natural Area
Beaver & Noe Mini Park
Beiderman & O'Farrell Mini Park
Bernal Heights Natural Area
Bessie Carmichael Park
Billy Goat Hill
Boeddeker Park
Bonview Open Space
Brewster & Franconia St. Mini Park
Bright & Randolph Mini Park
Broadway Tunnel East Mini Park
Broadway Tunnel West Mini Park
Broderick & Bush Street Mini Park
Brooks Park
Brotherhood & Head Street Mini Park
Buchanan Street Mall
Buena Vista Park
Cabrillo Playground
Campbell Rutland Mini Park
Cayuga & Lamartine Mini Park
Cayuga Playground
Chester Street Mini Park
Chestnut & Kearny Mini Park

Chinese Playground
Chinese Recreation Center
Coleridge & Esmerelda Mini Park
Corona Heights Open Space
Coso & Precita Mini Park
Cottage Row Mini Park
Cow Hollow Playground
Crocker Amazon Playground
Diamond Heights Open Space
Dolores Park
Dorothy Erskine Open Space
Douglass Playground
Duboce Park
Duncan & Castro Open Space
Dupont Courts
Edgehill Mountain
Edwards St. Mini Park
Esprit Park
Eugenia & Prentice Mini Park
Everson & Digby Open Space
Excelsior Playground
Fairmount Open Space
Fay Park & House
Fillmore & Turk Mini Park
Frank McCoppin School Yard
Franklin Square
Fulton Playground
Garfield Square Playground
Geneva Ave Strip
George Christopher Playground
Gilman Playground
Glen Park Canyon Open Space
Glen Park Recreation Center
Golden Gate & Steiner Mini Park
Golden Gate Heights Park
Golden Gate Park
Grandview Hts
Grandview Park & Extension
Grattan Playground
Hamilton Recreation Center
Hawk Hill Open Space
Hayes & Valley Mini Park
Hayes Valley Playground

Helen Wills Playground
Herz Playground
Hillcrest Gym
Hilltop Park
Holly Park
Howard & Langton Mini Park
Huntington Park
Hyde & Turk Street Mini Park
Hyde & Vallejo Mini Park
Hyde & Washington Mini Park
Ina Coolbrith Park
India Basin Shoreline Park
Interior Green Belt
J. P. Murphy Playground
Jackson Playground
James Lang Field
Japantown Peace Plaza
Jefferson Square
Joe DiMaggio Playground
Jose Coronado Playground
Joseph L. Alioto Performing Arts Piazza
Joseph Conrad Square
Joseph Lee Recreation Center
Julius Kahn Playground
Junipero Serra Playground
Juri Commons Mini Park
Justin Herman Plaza
Kelloch & Velasco Park
Kezar Stadium/Pavilion Kezar Stadium
Kite Hill
Koshland Park
Lafayette Park
Laguna & Page Mini Park
Lake Merced
Larsen Park
Laurel Hill Playground
Lessing & Sears Mini Park
Lincoln Park
Little Hollywood Park
Louis Sutter Playground
Lower Great Highway
Margaret Hayward Playground
Marina Green

Marini Plaza
Maritime Plaza
Martin Luther King Pool
McCoppin Square
McKinley Square
McLaren Park
Merced Heights Playground
Michelangelo Playground
Midtown Terrace Playground
Minnie & Lovie Recreation Center
Miraloma Playground
Mission Playground
Mission Pool
Mission Recreation Center - Harrison St.
Mission Recreation Center - Treat St.
Moscone Recreation Center
Mount Davidson Park
Mount Olympus
Mountain Lake Park
Mullen & Peralta Open Space
Noe Valley Courts
North Beach Pool
O'Shaughnessy Cliff
O'Shaughnessy Hollow
Palace of Fine Arts
Palega Recreation Center
Palou & Phelps Mini Park
Palou & Selby Mini Park
Parkside Square
Peixotto Playground
Pine Lake Park
Ping Yuen Housing
Portsmouth Square
Potrero del Sol Park
Potrero Hill Mini Park
Potrero Hill Playground
Potrero Hill Recreation Center
Precita Park
Presidio Heights Playground
Randall Museum
Raymond Kimball Playground
Reis Tract/Greenway
Richmond Playground

Richmond Police Station Mini Park
Richmond Recreation Center
Rochambeau Playground
Rock Outcropping Open Space
Rolph Playground
Rolph-Nichol Park
Rosa Parks Senior Center
Rossi Pool
Russian Hill Open Space
Saturn St. Steps Open Space
Sava Pool
Sergeant John Macaulay Park
Seward St. Mini Park & Extension
Sigmund Stern Grove
Silver Terrace Playground
Silver Tree Day Camp
South of Market Recreation Center
South Park
South Sunset Playground
St. Mary's Recreation Center
St. Mary's Square
States St. Playground
Sunnydale Recreation Center
Sunnyside Conservatory
Sunnyside Playground
Sunset Recreation Center
Tank Hill
Twin Peaks
Union Square
Upper Noe Recreation Center
Visitacion Valley Playground
Visitacion Valley School Yard
Walter Haas Playground
Washington Square
West Portal Clubhouse
West Portal Playground
West Sunset Playground
Woh Hei Yuen Recreation Center
Youngblood Coleman Playground