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# Request for Qualifications

U.S. Department of the Interior  
National Park Service  
Pacific West Region

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*Photo NPS*

Lands End Restaurant Properties Lease, L-GOGA010-20  
San Francisco, California

Issued August 13, 2019

**TABLE OF CONTENTS**

**SUMMARY OF OPPORTUNITY..... 1**

PROPERTY OFFERED FOR LEASE..... 1

USES OF THE OFFERED PROPERTY ..... 6

TERM OF LEASE ..... 7

FAIR MARKET VALUE RENT..... 7

OPEN OPPORTUNITY ..... 7

SITE TOUR AND PRE-SUBMITTAL CONFERENCE ..... 7

QUALIFICATIONS SUBMISSION DATE..... 8

AUTHORITY ..... 9

FOR FURTHER INFORMATION ..... 9

LIMITATIONS ..... 9

**NATIONAL PARK SERVICE ..... 12**

NATIONAL PARK SERVICE AND GOLDEN GATE NATIONAL RECREATION AREA..... 12

GOLDEN GATE NATIONAL RECREATION AREA PROGRAM OBJECTIVES..... 12

LANDS END SAN FRANCISCO ..... 13

**SELECTION CRITERIA..... 14**

**SUBMISSION CONTENT ..... 15**

INFORMATION REQUIRED..... 15

**SUBMISSION REQUIREMENTS..... 18**

ADDITIONAL INFORMATION AND MODIFICATIONS OF SUBMISSION ..... 18

RFQ RESPONSES CONSIDERED PUBLIC DOCUMENTS..... 18

**EXHIBITS AND SUPPORTING DOCUMENTS ..... 20**

## SUMMARY OF OPPORTUNITY

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The National Park Service (NPS or Service), Golden Gate National Recreation Area (Park) is seeking an exceptional individual, organization, or team with restaurant management expertise to join the community of park-based partners as the lessee and operator of the Lands End Restaurant Properties (Offered Property) under a lease. The properties are currently being operated as the Cliff House and Lookout Café.

The Cliff House was acquired by the NPS in 1977 and has operated under a concession contract since that time. The building was constructed in 1909 and is the third Cliff House on this site after the two previous Cliff House buildings were destroyed by fire. The primary structure consists of a renovated historic structure and a major addition completed in 2006.

The main restaurant is situated on a hillside above the Pacific Ocean in the north westernmost corner of San Francisco, California in an area known as Lands End with spectacular views and has extensive history and importance to the citizens and visitors of San Francisco. The Offered Property will also include the café at the nearby Lands End visitor center, public restrooms, public viewing areas, and non-exclusive use of an adjacent parking lot.

In 1998, NPS entered into Concession Contract No. CC-GOGA001-98 (Existing Contract) with the current concessioner Peanut Wagon, Inc. dba Cliff House (Concessioner). As the expiration of the Existing Contract nears, the NPS is soliciting this opportunity under a lease. Per federal regulation, NPS is required to publicly compete this lease opportunity. The NPS begins the competitive process to select an individual or organization (Lessee) by this formal Request for Qualifications (RFQ) open to all interested parties.

Following evaluation of the RFQ responses, a short list of about four RFQ Respondents (Respondents) will be selected and invited by the NPS to respond to a more detailed Request for Proposals (RFP). The NPS will evaluate the RFP responses and select a single Respondent with the best overall proposal to invite to enter into lease negotiations, leading to a final lease (Lease) with the selected Lessee.

## PROPERTY OFFERED FOR LEASE

### ***The Cliff House (1090 Point Lobos Avenue)***

The Cliff House, located within the Sutro Historic District of the Park, provides two food and beverage service options. The entire building is approximately 27,000 square feet of which approximately 21,000 square feet is rentable. One fine dining restaurant is referred to as "Sutro's," and the other family casual service restaurant is referred to as the "Bistro."

The fine dining food and beverage area provides seating for approximately 120 customers for lunch and dinner, including a full service bar. The family casual food and beverage service, seating approximately 120, is open for breakfast, lunch, and dinner, with a full service bar.

Additionally, the Cliff House provides a banquet facility, referred to as the "Terrace Room." The Terrace Room provides seating for approximately 150 and is used regularly for Sunday Brunch, private events, and has a private deck (approximately 1,400 square feet). The second lower public deck is approximately 11,200 square feet. Additionally, there is a small gift shop located on the street level of the Cliff House that provides



*Photo NPS*

a variety of Cliff House, Golden Gate National Recreation Area, and San Francisco based souvenirs and gifts. In general, the hours of the operation for each service area are as follows:

- Bistro: 9:00 a.m. to 9:30 p.m.;
- Sutro's: 11:30 a.m. to 9:30 p.m.;
- Sutro's bar and lounge: Sun-Thu 9:00 a.m. to 10:30 p.m.; Fri/Sat 9:00 a.m. to 11:30 p.m.;
- Gift shop: Sun-Thu 10:00 a.m. to 7:00 p.m.; Fri/Sat 10:00 a.m. to 8:00 p.m.

### Sutro's



### Bistro



### Gift Shop



### Terrace Room



### Banquet Kitchen



Photos NPS/Doc Miles

In 1993, NPS completed a *Comprehensive Design Plan and Environmental Assessment* that served as a conceptual document describing the management goals and overall development plans for the Sutro Historic District. The Cliff House redesign was a phase of the implementation process. The *Cliff House and Environs Design Criteria* were developed to provide a framework for building within the Cliff House area and are for use when integrating future design documents. See the link provided in the Exhibits and Supporting Documents section to review the *Comprehensive Design Plan and Environmental Assessment* and *Cliff House and Environs Design Criteria*.

While the historic portion of the Cliff House does not qualify for listing in the National Register of Historic Places due to the lack of architectural integrity that has remained following the many alterations to the structures, it is however deemed culturally significant. The *Cliff House Historic Structures Report* (found in the Exhibits and Supporting Documents section) identifies the degree of intact historic integrity and other aspects of historic and architectural significance. The report also includes the structural condition of the buildings' compliance with life safety and accessibility standards and alternatives for treatment.

Per the *Cliff House Historic Structures Report*, "It is the continuity of recreational uses which gives this site its significance. The variety of food services, souvenirs, museums, curiosities, and viewing points has become the tradition of the Cliff House experience." NPS oversees the management of the historic portion of the building with the intent to preserve historic building elements that contribute to the site's significance in San Francisco history.

In 2006, the Concessioner completed a major stabilization, rehabilitation, and new construction project costing approximately \$20 million, of which approximately \$6 million was funded by NPS directly, \$5 million from a contractually required reserve funded by the Concessioner, and \$9 million funded by the Concessioner and identified as "possessory interest" in the Existing Contract that will be fully paid off by NPS by the expiration of the Existing Contract. This project included new foundation, seismic stabilization, and extensive facilities improvements to the southern portion of the main restaurant building, which includes the Bistro and Terrace Room (banquet room). The adjacent non-historic structure to the north was demolished and replaced with a new attached fine dining restaurant, Sutro's, and a street-level gift shop. The current Concessioner is maintaining the facilities; however, thirteen years have passed since construction completion, and some systems are showing signs of wear and tear consistent with a busy operation that is also impacted by the salty sea air. Some additional information is provided in the Tenant and Capital Improvements, Repair and Maintenance section below.

### ***Café at the Lands End Lookout Visitor Center (680 Point Lobos Avenue)***

The café is located within the Lands End Lookout, constructed in 2012 by the Golden Gate National Parks Conservancy (Parks Conservancy), in collaboration with NPS. The Lands End Lookout provides an opportunity for the public to learn about the history and natural features of Lands End within a LEED Platinum multi-award winning building. The café serves soups, sandwiches, salads, desserts, espresso drinks and hot cocoa seven days a week typically from 9:00 a.m. to 5:00 p.m. on weekdays and 9:00 a.m. to 6:00 p.m. on weekends. Ultimately the café operating hours are consistent with the larger Lands End Lookout visitor center. There is no indoor seating; however there is a small stand-up bar with stunning views and plenty of places to sit outside. The café is about 300 yards east of the main restaurant building.



*NPS/Doc Miles*

### ***Evening Valet Parking (Point Lobos Parking Lot)***

Lessee will manage valet parking during evening hours at an offsite non-exclusive-use parking lot (60 spaces, approximately 23,179 SF) on Point Lobos Avenue across from Louis' Restaurant, less than 250 yards from the main restaurant building. Valet parking service may operate seven days a week, 365 days per year, between the hours of 5:00 p.m. and 11:30 p.m. During valet parking operation, general visitor cars will be entitled to self-park.



*NPS/Doc Miles*

## Historic Revenues and Operating Information

According to Restaurant Business Magazine, the Cliff House is one of the top 100 grossing restaurants in the country, with annual sales exceeding \$14 million. The following two tables provide the last four operating year's revenues by department and the range of covers/transactions for that same time period.

**Table 1. Historic Revenue by Department, 2015-2018**

Department	2015	2016	2017	2018
<b>Bistro Restaurant &amp; Bar</b>	\$6,190,016	\$6,160,191	\$6,466,402	\$6,169,818
<b>Sutro's Restaurant &amp; Bar</b>	\$5,649,260	\$5,799,146	\$6,135,796	\$6,102,082
<b>Banquets</b>	\$897,951	\$818,653	\$748,759	\$771,255
<b>Brunch</b>	\$716,164	\$745,199	\$808,791	\$801,652
<b>Lands End Café</b>	\$643,774	\$568,803	\$543,805	\$476,753
<b>Total Food and Beverage</b>	<b>\$14,097,165</b>	<b>\$14,091,992</b>	<b>\$14,703,553</b>	<b>\$14,321,560</b>
<b>Retail</b>	\$329,969	\$348,459	\$371,256	\$344,030
<b>Valet Parking</b>	\$20,427	\$14,114	\$20,900	\$21,445
<b>Other Revenue*</b>	\$142,556	\$132,845	\$109,727	\$123,001
<b>Total Gross Revenue</b>	<b>\$14,590,117</b>	<b>\$14,587,410</b>	<b>\$15,205,436</b>	<b>\$14,810,036</b>

Source: National Park Service

\*Other revenue includes items such as corkage and cake cutting fees, and miscellaneous service charges from room rentals and events (e.g. bartender charges, flowers, etc.).

**Table 2. Range of Covers / Transactions by Department**

Department	Range of Covers/Transactions (2015-2018)
<b>Bistro Restaurant &amp; Bar</b>	151,300 – 161,600
<b>Sutro's Restaurant &amp; Bar</b>	101,900 – 107,200
<b>Banquets</b>	8,200 – 10,500
<b>Brunch</b>	13,400 – 14,100
<b>Lands End Café</b>	67,100 – 88,800
<b>Retail</b>	20,600 – 22,100

Source: National Park Service

## Tenant and Capital Improvements, Repair and Maintenance

Operation of the Offered Property will require tenant and capital improvements over the term of the Lease to be funded by the Lessee. Lessee is responsible for historic preservation (where applicable), environmental, accessibility, and life-safety code requirements. Lessee will also be responsible for maintaining landscape and hardscape features in the Offered Property area, including decks, paths, stairs, and retaining walls necessary for the safe and effective function of the Offered Property during the term of the Lease, as well as any required utility infrastructure improvements serving the Offered Property.

The Lessee will be fully responsible for all operating and maintenance expenses, such as expenses for repairs, maintenance, component renewal or replacement, and capital improvements necessary to maintain a high-quality operation of the Offered Property including but not limited to all interior, exterior, building foundations, roof, and outdoor improvements of the main restaurant building. The Offered Property will be leased by the NPS in "As-Is" condition. Major changes to the current operation are not a requirement under the Lease. In 2018, the NPS completed a limited Condition Assessment with Life Cycle Cost Estimates. It is estimated over the term of the Lease costs for repairs and capital improvements to the Offered Property may exceed \$3.5 million based on the Lessee's particular operational plan. The NPS does not guarantee that any

cost projections will materialize and assumes no liability for the accuracy of any projections presented. Respondents must develop their own cost estimates based on independent assumptions, due diligence, and industry knowledge.

For the Lands End Lookout Café, the Lessee will be responsible for the repairs and maintenance of the interior of the café and will share responsibilities with the Parks Conservancy, which operates the remainder of the Lands End Lookout, to maintain and repair the non-exclusive areas, including the restrooms and building exterior hardscape (courtyard seating area). Joint responsibility for the non-exclusive areas includes general housekeeping, maintenance, repairs, and utilities. This responsibility is divided on a pro-rata square foot basis; the Lessee will be required to pay approximately 21% of these building expenses to the Parks Conservancy. Annual costs to the current Concessioner average \$23,000.

Maintenance of the valet parking lot will be limited to trash and debris removal.

No new major construction is considered under the Lease. With prior NPS approval, alterations to the Offered Property will be allowed under the Lease.

Costs to make capital improvements are taken in consideration in NPS's appraising the fair market value rent.

### ***Personal Property: Furniture, Fixtures, and Equipment***

The Existing Contract requires the Concessioner to "sell and transfer to the successor designated by the Secretary...all other tangible property of the Concessioner used or held for use within the Area in connection with such operations" (Existing Contract, Section 13(b)(1)(i)). Therefore the Lessee is required to purchase this tangible personal property including furniture, fixtures, equipment, memorabilia, merchandise and supplies from the Concessioner. Additionally, the Existing Contract includes the following provisions: "(b)(4) The fair value of merchandise and supplies shall be actual cost, including transportation. (b)(5) The fair value of equipment shall be its book (depreciated) value less obsolescence. Such book value shall be based upon the initial acquisition cost, and shall not be revalued." The NPS has provided, for informational purposes, a copy of the Existing Contract which includes a compensation section. This transaction is between the Concessioner and the Lessee without NPS involvement.

The Lease will not require the Lessee to transfer personal property to the successor Lessee except that the Lease will require the Lessee to transfer historic memorabilia to the successor Lessee or the Park at no cost.

All furniture, fixtures, and equipment (FF&E) necessary to operate the Offered Property will be the complete responsibility of the Lessee. All Lessee improvements and FF&E should be in keeping with the NPS Program Objectives, described in the National Park Service section below, of providing an enjoyable experience for guests and visitors at this location.

Respondents will be responsible for developing an initial start-up or development cost estimate for its RFQ submission, subject to refinement during the Request for Proposals process.

### ***Intangible Personal Property***

The Concessioner has registered trademarks for the Offered Property incorporating Cliff House. Naming will be further addressed in the Request for Proposals; however, the Lessee will be required to use a single, identifying name for the operations which will be subject to NPS approval.

Please note, the NPS seeks a Lessee that will use unique and appropriate naming identity not associated with corporate entities or chain restaurants. The use of destination monikers or "branding" within NPS properties that mimic or reflect corporate names or commercial affiliations are not allowed. RFQ Respondents should identify any requirements for corporate naming and branding of the operations in its RFQ response.

## ***Jurisdiction***

The Offered Property is located in an area of proprietary jurisdiction which applies in areas where the United States has acquired title to the land, but the state has not ceded any measure of its authority over the area. NPS enforces NPS rules such as those found in 36 Code of Federal Regulations as well as certain federal laws. Serious crimes against persons or non-federal property are referred to the local policing agency. Structural fire and emergency medical response is provided by the City and County of San Francisco under an agreement with NPS. NPS provides health inspections and fire inspections. It is the Lessee's responsibility to contact state and local agencies to determine what laws, regulations, and taxes are imposed on the operation.

## ***Liquor License***

The current Concessioner holds a Type 47 liquor license per the California Department of Alcohol Beverage Control. The Lessee will need to obtain a liquor license.

## ***Staff***

The Concessioner employs between 150-180 full and part time staff.

## ***Existing Tenancy***



*NPS/Doc Miles*

An additional element of the Offered Property is an outdoor camera obscura structure, owned and operated separately from the Concessioner and Existing Contract. The camera obscura is located within the Offered Property of the Lease and located on the lower public access viewing deck. The owner of the camera obscura operates under a Commercial Use Authorization agreement with NPS. The Lessee shall be responsible for the premises located under the camera obscura, but is not responsible for maintaining the camera obscura facility or maintaining permits for the activity.

## **USES OF THE OFFERED PROPERTY**

The Lessee will be required to use the property to provide one fine dining restaurant, one casual restaurant, banquet facilities, gift shop, grab-and-go café, and non-exclusive evening valet parking.

Other related ancillary uses may be presented in the Respondent's concept plan for NPS' consideration and potential inclusion in the RFP process.

## ***Park's Healthy, Sustainable Food Values***

The San Francisco Bay Area has long held international acclaim and an identity as a destination for a vibrant, healthy, and environmentally sustainable food and dining culture. The Park shares these regional values and strives to integrate them throughout its operations, including food and beverage service provided throughout the Park. The Park encourages consideration of these values in the Lands End Restaurant Properties concept in an effort to ensure in-park food and dining options reflect this sense of place.

## TERM OF LEASE

The term of the Lease is for twenty (20) years with no option to extend per NPS regulation. The Lease term will commence in or around fall 2020. The Lease to be awarded under the subsequent RFP will contain the provisions required by the 36 C.F.R. Part 18 as well as other provisions determined by NPS to be necessary to assure use of the Offered Property in a manner consistent with the purposes of the Park, and where applicable, to assure the preservation of historic property.

### *Long Term Leasehold Management*

The NPS seeks a Lessee that plans long-term leasehold management of the Offered Property during the entire term of the Lease. Although the Lease will contain provisions allowing transfer by the Lessee of its leasehold interest or operating company with NPS approval, the NPS prefers a Lessee that demonstrates its long-term commitment to the operations.

## FAIR MARKET VALUE RENT

Lessee will be required to pay at least fair market value rent to the NPS. A completed appraisal determined the minimum fair market rent for 21,537 rentable square feet is \$33 per square foot in 2019 or a total of \$710,721 annually. This Base Rent is also subject to annual rental escalations of three (3%) percent over the term of the Lease.

The Lease requires payment of either a Base Rent (plus annual escalation) or a Percentage Rent of seven percent (7.0%) of gross receipts, whichever is greater. Rent is required to be paid monthly to NPS. All revenues associated with the Lease will be subject to Rent.

The appraisal considered, among other factors, the costs identified in the Condition Assessment and costs to purchase tangible property. Those Respondents invited to participate in a more detailed RFP will be asked to propose a rent as part of their submittal. Respondents offer may exceed the determined minimum fair market rent.

## OPEN OPPORTUNITY

This Lease opportunity is open to all interested persons and business entities on a competitive basis. NPS has issued this formal Request for Qualifications and will select about four qualified Respondents, who will then be invited to submit full proposals in a Request for Proposals process scheduled to be issued winter/spring of 2020. Notice of selection of a single Respondent to negotiate a final Lease is expected summer 2020.

## SITE TOUR AND PRE-SUBMITTAL CONFERENCE

As the Offered Property is currently occupied by the Concessioner, Peanut Wagon, Inc., NPS will provide only one site tour and pre-submittal conference of the site and buildings, including back of house areas on **August 27, 2019**. Interested parties must register by emailing Kimberley Gagliolo, Commercial Services Specialist, at [kim\\_gagliolo@nps.gov](mailto:kim_gagliolo@nps.gov), **no later than 4:00 p.m. PDT on August 26, 2019**. Your email must contain the following information: primary contact name, name of organization, phone number, and email address. Site tour attendees will be limited to four (4) individuals per company and must provide all names. No persons under the age of 18 will be permitted. Additionally, all interested parties should email Kimberley Gagliolo to receive updates and additional information throughout the solicitation. Interested parties may view the Request for Qualifications information on Golden Gate National Recreation Area's website.

The NPS requests all potential interested parties be respectful of this occupied status and do not attempt to gain entry to facilities outside of the official site tour or contact the Concessioner.

Additional building access opportunity will be scheduled for the RFQ Respondents invited to respond to the RFP.

All interested parties may also submit questions to Kimberley Gagliolo, Commercial Services Specialist, at [kim\\_gagliolo@nps.gov](mailto:kim_gagliolo@nps.gov) **no later than 4:00 p.m. (PDT) on August 30, 2019**. The NPS intends to aggregate responses to questions and publish these online.

## QUALIFICATIONS SUBMISSION DATE

Submissions under this **RFQ must be received by 4:00 p.m. (PDT) on October 16, 2019**, in the format provided in this RFQ to the address stated below.

National Park Service  
Pacific West Region  
Commercial Services  
Attn: Kimberley Gagliolo  
333 Bush Street, Suite 500  
San Francisco, CA 94104

### ***RFQ Evaluation and Selection***

All RFQ responses will be reviewed and evaluated by an evaluation panel. In making its selection of the best proposal submitted in response to the RFQ, the Service has the right, but not the obligation to, consider any other information relating to this matter.

The Regional Director, Pacific West Region, is the NPS Deciding Official for this Request for Qualifications.

All qualifications will be screened for adherence to the requirements of this RFQ. NPS may determine that a proposal is non-responsive and not consider it further. Non-responsive proposals are those that are not timely submitted or that fail to meet the material terms and conditions of this RFQ, as determined by NPS.

The NPS will announce a selection of about four RFQ Respondents to be invited to participate in a more detailed RFP issued as soon as possible after the RFQ selection announcement. After the RFP evaluation and selection process, the NPS expects to announce a selection of a single Respondent in summer 2020 to be invited to negotiate the Lease.

Selection of an RFQ or RFP proposal will not indicate or imply NPS endorsement or approval of all aspects of that proposal, nor will it indicate that any or all aspects of the proposal meet the specific requirements of the *Comprehensive Design Plan and Environmental Assessment* and/or the *Cliff House and Environs Design Criteria*.

### ***RFP Selection and the Leasing Process***

NPS will negotiate the terms of the Lease with the selected Respondent determined to have submitted the best response to the RFP under the expanded RFP selection criteria. Award of the Lease is dependent on successful negotiation of the final terms of the Lease. If negotiations fail, NPS may either negotiate with other qualified and selected RFP Respondents for award of the Lease, or terminate this solicitation without liability to any person or entity.

The Regional Director, Pacific West Region, is the NPS Deciding Official, and signatory for the NPS on the Lease.

The RFP issued by the NPS will include a sample Lease. The Lease will be executed following the negotiation of all transaction documents necessary for operation of the Offered Property and securing financing, in the amount and form approved by the NPS. The Lease will not provide for a leasehold mortgage or similar encumbrance.

## **AUTHORITY**

This RFQ is issued under the authority of 36 C.F.R. Part 18. This RFQ and the offered lease are subject to and incorporate all terms and conditions of Part 18 as applicable. In the event of any conflict between the terms of this RFQ and Part 18, Part 18 controls. Uses are consistent with the park's enabling legislation (16 U.S.C §460bb-3.)

## **FOR FURTHER INFORMATION**

For additional information regarding this RFQ, please contact:

Kimberley Gagliolo  
Commercial Services Specialist  
415-623-2227 (office)  
[Kim\\_gagliolo@nps.gov](mailto:Kim_gagliolo@nps.gov)

## **LIMITATIONS**

The information and assumptions included in the RFQ, and future RFP, are based on a review and interpretation of available public records, Service records, and consultation with knowledgeable sources. On this basis, the information and assumptions are believed to be accurate. However, the NPS makes no representations or warranties as to the accuracy or completeness of such information and assumptions. Respondents are responsible for undertaking appropriate due diligence with respect to the RFQ and the later RFP. Should any Respondent believe any statement in the RFQ, and later RFP to be inaccurate, the Respondent should submit comments to the NPS in writing as provided in the Site Tour and Pre-Submittal Conference section above.

The NPS does not guarantee that any cost projections will materialize and assumes no liability for the accuracy of any projections presented. Respondents must develop their own cost estimates based on independent assumptions, due diligence, and industry knowledge.

The decision by the NPS to select a particular Respondent to this RFQ, and later the RFP, shall not imply acceptance by NPS of the Respondents business offer, which may be subject to further negotiation prior to approval of any agreement or lease with the NPS, nor shall it imply acceptance and approval of the Respondent's proposed program and operating concepts, design, financing. The final selection of an RFQ and RFP proposal will be made at the sole discretion of the NPS, which is under no obligation to select any response or proposal submitted in response to this RFQ or later the RFP, and may at its discretion reject any or all submissions and terminate this selection process.

Selection of a RFQ submission by NPS for invitation to respond to a later RFP, or selection of a single RFP proposal by NPS, should not be construed as approval by NPS of any or all proposed uses, the design, or that

the proposed design is consistent with the Comprehensive Design Plan and Environmental Assessment or the Cliff House and Environs Design Criteria. NPS will not execute any Lease until it is satisfied, at its sole and absolute discretion, that all necessary environmental and other compliance has been completed. The RFQ or RFP Respondent may be required by NPS to submit additional information to NPS for the purposes of conducting any environmental or other compliance. NPS will not return RFQ or RFP proposals or any information submitted by the RFQ or RFP Respondents in connection with a response.

NPS may, at its discretion, terminate any discussions or negotiations that result from this RFQ or the later RFP prior to execution of any agreement(s) or lease without liability to any person or entity.

NPS reserves the right to deviate from any provision of this RFQ or the later RFP, consistent with applicable statutes, regulations, and policies. NPS may extend the submission deadlines for any reason.

This RFQ is only an invitation to submit qualifications, financials, and a concept plans and does not commit NPS in any way to enter into any agreement(s) or to proceed with the Lands End Restaurant Properties Lease. The issuance of this RFQ does not obligate NPS to pay any costs whatsoever incurred by any respondent in connection with: the preparation or presentation of qualifications or a proposal, any supplements or modifications to this RFQ, the later RFP, and negotiations with NPS or any other party arising out of or relating to this RFQ, RFP, or the Lands End Restaurant Properties Lease.

Any RFQ or RFP Respondent's proposal must be net of a commission to the Respondent's or Lessee's real estate broker or any other party. NPS does not have statutory authority to pay a commission to a Respondent's real estate broker, a Lessee's real estate broker, or any other party.

NPS may request from a Respondent after the submission date additional information or written clarification of a proposal. However, responses or proposals may not be amended after the submission date unless permitted by NPS.

NPS reserves the right at any time, and from time to time, for its own convenience, and in NPS' sole discretion, to cause or do any or all of the following:

- Waive or correct any defect or technical error as to form or content of this RFQ or in any response, proposal, or proposal procedure, as part of the RFQ or any subsequent selection and negotiation process.
- Reissue an RFQ or RFP.
- Modify, amend, or suspend any and all aspects of the RFQ and RFP and selection process.
- Modify the scope of the Lands End Restaurant Properties Lease or the required responses, or modify the components of the Lands End Restaurant Properties Lease.
- Request that RFQ or RFP Respondents clarify, supplement, or modify the information submitted.
- Extend deadlines for accepting RFQ or RFP responses, or request amendments to responses after expiration of deadlines.
- Consider comparable projects owned, developed, or operated by an RFQ or RFP Respondent.

NPS intends to convey a leasehold interest in certain buildings and lands at the Lands End Restaurant Properties in "As Is" condition. NPS has made no representations or warranties, direct or implied, written or verbal, with respect to the Offered Property or any other related property owned or administered by NPS.

It is the sole responsibility of an RFQ or RFP Respondent to assure itself that the information contained in this document is complete and to investigate and determine conditions at the Lands End Restaurant Properties affecting the project and its RFQ or RFP response, including but not limited to hazardous materials, utilities, and the suitability of conditions at the Lands End Restaurant Properties for any proposed improvements provided by the selected Lessee under any eventual Lease. Respondents must develop their own cost estimates based on independent assumptions, due diligence, and industry knowledge.

The selected Lessee will be responsible for obtaining all government approvals required and will be responsible for all costs related to obtaining these approvals. In issuing this RFQ or later RFP, NPS makes no representation or warranty that the necessary government approvals can be obtained for the Lands End Restaurant Properties Lease.



NPS

## NATIONAL PARK SERVICE

### NATIONAL PARK SERVICE AND GOLDEN GATE NATIONAL RECREATION AREA

In 1916, President Woodrow Wilson approved legislation creating the National Park Service within the Department of the Interior. That legislation mandated the Service to:

*...conserve the scenery, natural and historic objects, and wild life in the System units and to provide for the enjoyment of the scenery, natural and historic objects, and wild life in such manner and by such means as will leave them unimpaired for the enjoyment of future generations. 54 U.S.C. §100101(a)*



Additionally, the Congress declared that the National Park System should be:

*...preserved and managed for the benefit and inspiration of all the people of the United States... 54 U.S.C. §100101(b)*

#### Golden Gate National Recreation Area Purpose

The purpose of Golden Gate National Recreation Area is to offer National Park experiences to a large and diverse urban population, while preserving and interpreting the park's outstanding natural, historic, scenic, and recreational values.

-GGNRA General Management Plan, 2014

The National Park Service has as its overall mission the preservation and public enjoyment of significant aspects of the nation's natural and cultural heritage. Visit the [National Park Service website](#) to learn more about the NPS mission, policies, and individual park units.

The Park constitutes one of the world's largest national parks in an urban area. Established in 1972 as part of an effort to make national park resources accessible to urban populations, the Park is a popular destination within the National Park System, with over 15 million visitors annually and home to dozens of partner organizations providing a diverse array of visitor programs and services.

The Park encompasses over 80,000 acres of land within San Francisco, Marin, and San Mateo counties, including 75 miles of ocean and bay shoreline. It contains a variety of historical and natural assets, including the unique resources at Alcatraz Island, Fort Mason, Fort Point, and the Marin Headlands. Additionally, the Park is comprised of 19 separate ecosystems and is home to 1,273 plant and animal species. Visit the [Park's website](#) to learn more about the Park and all it has to offer.

### GOLDEN GATE NATIONAL RECREATION AREA PROGRAM OBJECTIVES

Consistent with the NPS mission and the Park's values and strategic goals, NPS has several objectives for the successful operation of this unique opportunity, as follows:

- a) High quality food and beverage service to the public, including: diversified price points and menu items; environmentally sustainable and healthy food ingredients;

- b) Integrated interpretation and education of historic and cultural significance of the Offered Property and the Park in the visitor experience;
- c) Ongoing repair and maintenance of the structures and surrounding public areas within the Offered Property;
- d) Implementation of best management practices for environmental sustainability throughout operations.

## LANDS END SAN FRANCISCO

The [history of Lands End](#), located at the city's edge, tells the story of San Francisco's urban development and the pressures and opportunities to provide city dwellers with outdoor recreational fun. In 1863, developers constructed the first [Cliff House](#) as a destination restaurant where visitors could enjoy the dramatic ocean views first hand. During the late 19th century, [Adolph Sutro](#) developed this undeveloped land into an expansive public area. Over time, he established the [Sutro Heights gardens](#), the [Sutro Baths](#), rebuilt [the second Cliff House](#), developed the [Sutro Pleasure Grounds at Merrie Way](#), and managed a private railroad company to help transport people out to this area.

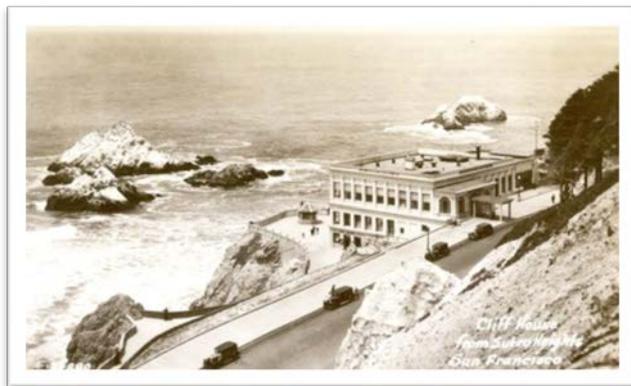


*The original Cliff House, constructed in 1863, PARC, NPS*

This area also has a history related to California's landmark Civil Rights Act called the Dibble Act that sought to end discrimination and segregation. For more information about Lands End, visit <https://www.nps.gov/goga/playourvisit/landsend.htm>.



*View of the second Cliff House from the Parapet at Sutro Heights, circa 1900, PARC, NPS*



*The third Cliff House, circa 1920, photo courtesy of John Martini*

In recent years, the Park has worked in close collaboration with the Parks Conservancy to restore and improve the Lands End area for visitor enjoyment and resource protection. Projects included restoring native plant habitat, improving forest health, expanding scenic vistas, creating new overlooks, enhancing trail experiences, rebuilding and improving two large parking lots, and building the Lands End Lookout visitor center.

## SELECTION CRITERIA

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The NPS will select about four of the best responsive proposals received under this RFQ based upon the following selection criteria:

### **PROPOSED USES and CONCEPT PLAN: (20%)**

The quality, compatibility, and feasibility of the proposed uses and concept; and

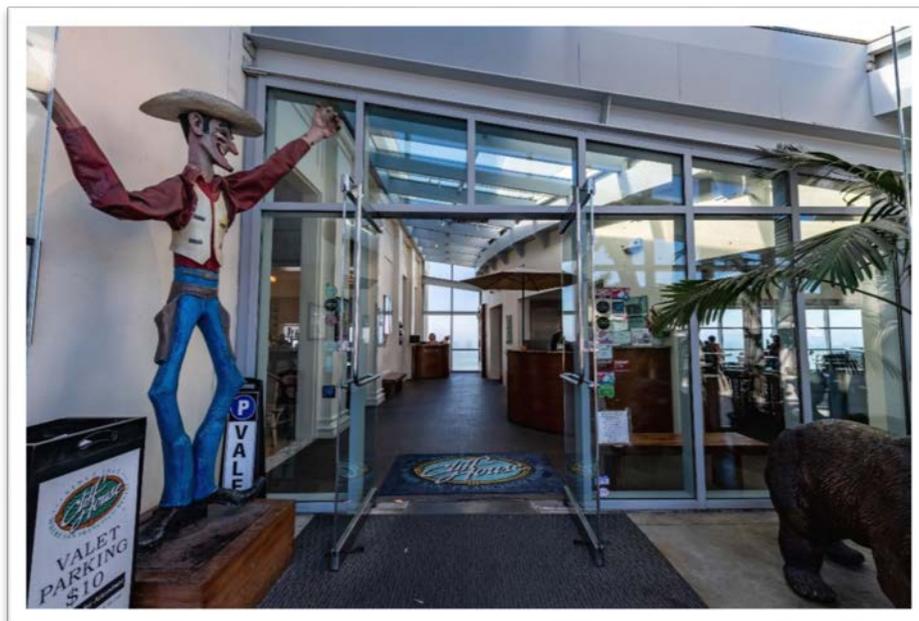
### **QUALIFICATIONS and EXPERIENCE: (50%)**

The experience, organizational and management capacity to successfully develop, manage, and operate the operations in the type, scale, and complexity to that proposed by the Respondent, including:

- Past experience operating similar size and type of restaurant operations
- Qualifications of the principal firms and individuals
- Evidence of commitment to long-term business ownership and management

### **FINANCIAL CAPABILITY: (30%)**

The financial capability of the Respondent, including evidence of capacity to finance the proposed operations, and the quality and reliability of the financial information associated with the operations.



*NPS/Doc Miles*

## SUBMISSION CONTENT

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Information submitted in response to this RFQ should follow the format described below. You are asked to answer questions or supply specific information in response to specified items. Please label your responses correspondingly, and respond fully and accurately to all questions and requests.

### INFORMATION REQUIRED

#### ***Respondent's Transmittal Letter***

Provide a transmittal letter stating the submitting individual's name, name of organization, or team name, address, and the telephone number and email address of the person authorized to negotiate on behalf of the Respondent. The letter must be signed by the authorized person and identify all entities participating in the submittal as partners. Describe the type and form of legal entity with whom NPS would enter into a Lease. Describe the decision-making process of the proposing individual or organization(s), including any legal or other restrictions and/or requirements for public review needed prior to signing a Lease with NPS.

State the individual or organization's availability to enter into a Lease in fall 2020.

#### ***Respondent Identification and Credit Information***

Provide the identification and credit information as required in the forms (Exhibits A, B, or C). Use the form associated with the entity for which will be the Lessee (e.g. sole proprietor, corporation, etc.) as identified in the Transmittal Letter. Note: the term "current" as indicated in the forms regarding the submission of credit reports means a credit report dated within six months prior to the date of the submitted RFQ.

- Exhibit A: For an Individual, submit Form 10-352
- Exhibit B: For a Business (Individual or Sole Proprietor), submit Form 10-354
- Exhibit C: For a Business (Corporation, Limited Liability Company, Partnership, or Joint Venture), submit Form 10-353

#### ***Proposed Uses and Concept Plan (20%)***

Using no more than three (3) pages, including all text, pictures, graphics, etc. describe your concept plan including the following:

- (1) Proposed uses of the Offered Property (which must meet the minimum requirements outlined in the "Uses of Offered Property" section above);
- (2) How your proposed uses are compatible with the preservation, protection, and visitor enjoyment of the Park and the Program Objectives (as defined in the "National Park Service" section above);
- (3) Describe your operational plan and discuss any plans for changes in furniture, fixtures, and equipment; site finishes; systems; and other improvements unique to your concept plan;
- (4) Hours of operation;
- (5) Provide an initial high level cost estimate for your concept plan.

#### ***Qualifications and Experience (50%)***

Demonstrate your qualifications to successfully manage and operate the Offered Property, commensurate with your submitted concept plan.

- (1) Demonstration of Past Experience with large destination restaurant management (minimum 120 seats).

**Using no more than two (2) pages**, provide in narrative form, a description of the Respondent (e.g., core activities, organizational mission, date of legal establishment, number of full-time employees, region served, etc.). Describe your past experience related to the development, operation, and management of restaurant(s) applicable to your proposed use and concept plan for the Offered Property and NPS Program Objectives.

**Using no more than six (6) pages**, provide the following specific information for up to three (3) restaurants actively operating or completed by the Respondent within the last ten (10) years. Provide the following for each:

- Restaurant name and location;
- Date of inception and completion (if applicable);
- Restaurant concept;
- Operational information: annual covers (by meal type), annual revenue, hours of operation, number of full time and part time staff;
- Facility description, including square feet;
- Improvements made to the facilities;
- Management roles and responsibilities;
- Any management team(s), principal consultants, or sub-contractors for that restaurant and the relationship, if any, to the concept plan for the Offered Property. Provide complete contact information for restaurant references.

**Using no more than six (6) pages**, if available, include menus, photographs and/or renderings of the restaurants.

(2) Key Personnel and Development and Operations Team

**Using no more than two (2) pages, including all text, pictures, graphics, etc.**, describe how your proposed team and qualifications relate to successfully carrying out your concept plan. Provide a description of principals of the proposing organization, including names, title or position, and past experience with similar projects. Provide similar detail for any project manager(s) or key consultant(s).

(3) Commitment to Long-term Business Ownership and Management

**Using no more than two (2) pages, including all text, pictures, graphics, etc.**, state your intent to manage the Offered Property for the term of the Lease. Provide examples of any restaurant businesses you have held and managed for eight (8) or more years. In detail, describe the circumstances under which you ended or transitioned the business.

### ***Financial Capability (30%)***

Respondents must convincingly demonstrate the financial capacity and capability of its organization to undertake the management of the Offered Property commensurate with its proposed concept plan and NPS Program Objectives. Your submittal must include a completed Form 10-355 (Financial Information for Revenue-Producing Uses) and all of the specified items or complete explanations why the information is not available:

(1) Submit the following information for the Respondent:

- (a) Organization's current budget for its most recently completed fiscal year;
- (b) Business Financial statements for the most recent two (2) years submitted per Form 10-353 or Form 10-354 must be audited or reviewed;
- (c) Outstanding loans, loan amount, and lender contact information.

(2) Financing Strategy

**Using no more than three (3) pages including all text, pictures, graphics, etc.,** describe how you expect to finance your proposed operation. Indicate sources of funds (amounts and relative percentages of debt, equity, or other sources) and how these relate to your past experience and the performance of your previous projects. Provide lender or other financial references that support your financing strategy (commitment letters and bank statements).



NPS

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## SUBMISSION REQUIREMENTS

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All RFQ's must be received by the NPS at the indicated address **no later than 4:00 p.m. (PDT) on October 16, 2019**.

Submit four (4) identical hard copies and one (1) electronic copy of your proposal, accompanied by a transmittal letter signed by a principal of the proposed Lessee. The copies must be unstapled on numbered 8.5" x 11" paper with double-sided copying. Telephonic proposals, faxes, email, and other means of transmittal will not be considered. Proposals will not be returned.

In order to facilitate discussion and review of submissions among evaluation panel members, the electronic copy must be in a format that can be shared, copied, and passed easily. Microsoft Office programs or an Adobe PDF electronic version that allows for copying and pasting of text using Adobe Reader software are acceptable. However, all financial spreadsheets must be provided in Microsoft Excel in the format provided. In the event of a discrepancy between the electronic copy and the hard copies, information on the hard copies will control.

The proposal must be enclosed in sealed envelope(s) or boxes, and received at the following NPS office by the date and time specified above. The face of the sealed envelope or box shall show the applicant's name and address, and the receiver's address as shown here:

Commercial Services  
Pacific West Region, National Park Service  
Attn: Kimberley Gagliolo, Commercial Services Specialist  
333 Bush Street, Suite 500  
San Francisco, CA 94104

## ADDITIONAL INFORMATION AND MODIFICATIONS OF SUBMISSION

NPS may request from any Respondent after the submission date additional information or written clarification of a proposal. However, submissions may not be amended after the submission date unless permitted by NPS. NPS may not permit amendment of a proposal unless all Respondents that submitted responsive qualifications are given an opportunity to amend their respective submissions.

## RFQ RESPONSES CONSIDERED PUBLIC DOCUMENTS

All responses submitted to this RFQ may be disclosed by the NPS to any person, upon request, to the extent required or authorized by the Freedom of Information Act (5 U.S.C. § 552).

If you believe that a submission contains trade secrets or confidential commercial or financial information mark the cover page of each copy of the submission with the following legend (example from disclosure under the Freedom of Information Act):

*"The information specifically identified on pages of this submission contains trade secrets or confidential commercial or financial information that the applicant believes to be exempt from disclosure under the Freedom of Information Act. The applicant requests that this information not be disclosed to the public, except as may be required by law."*

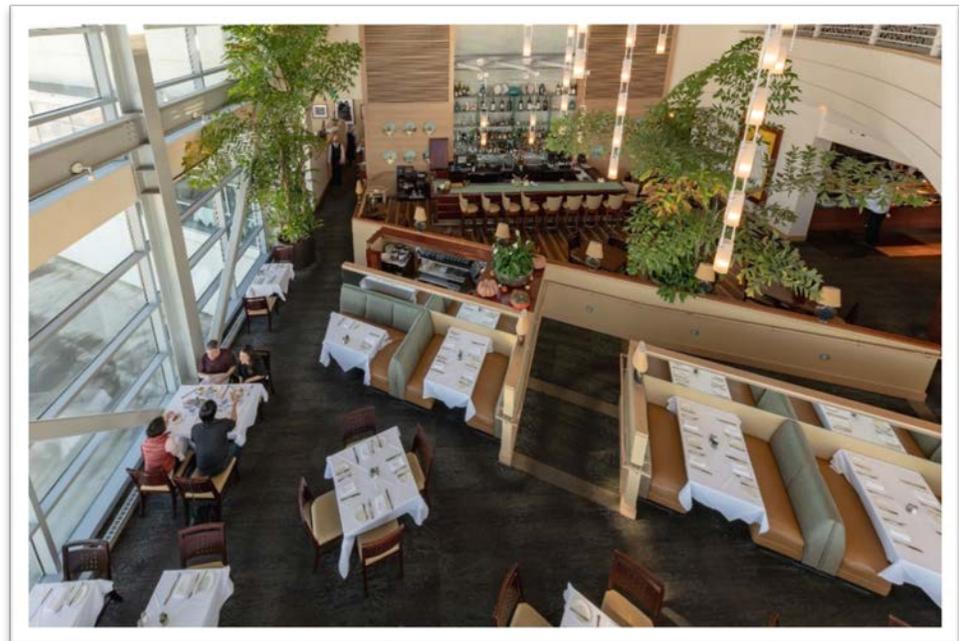
In addition, you must specifically identify what you consider to be trade secret information or confidential commercial or financial information on the page of the submission on which it appears, and you must mark each such page with the following legend:

*"This page contains trade secrets or confidential commercial or financial information that the applicant believes to be exempt from disclosure under the Freedom of Information Act, and which is subject to the legend contained on the cover page of this submission."*

Information so identified will not be made public by the NPS except in accordance with law.



*NPS/Doc Miles*



*NPS/Doc Miles*

## EXHIBITS AND SUPPORTING DOCUMENTS

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Lands End Restaurant Properties RFQ Exhibits and Supporting Documents are available online at the following web addresses:

### EXHIBITS

- A. [FORM 10-352 FOR AN INDIVIDUAL](#)
- B. [FORM 10-354 FOR A BUSINESS \(INDIVIDUAL OR SOLE PROPRIETOR\)](#)
- C. [FORM 10-353 FOR A BUSINESS \(CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP, OR JOINT VENTURE\)](#)
- D. [FORM 10-355 FINANCIAL INFORMATION FOR REVENUE PRODUCING USES](#)

### SUPPORTING DOCUMENTS

[Concession Contract No. CC-GOGA001-98](#)

[Comprehensive Design and Environmental Assessment- Sutro Historic District](#)

[The Cliff House and Environs Design Criteria](#)

[The Cliff House Historic Structures Report](#)

[Executive Summary: Real Property Condition Assessment](#)