

# REQUEST FOR PROPOSALS

For the lease of office and co-working space to  
**community-based non-profit service providers**

at the Southeast Community Center at 1550 Evans Avenue, San Francisco



San Francisco  
**Water Power Sewer**

Services of the San Francisco Public Utilities Commission

# PRESENTED BY

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## CITY AND COUNTY OF SAN FRANCISCO

London Breed, Mayor

## SAN FRANCISCO PUBLIC UTILITIES COMMISSION

Anson Moran, President

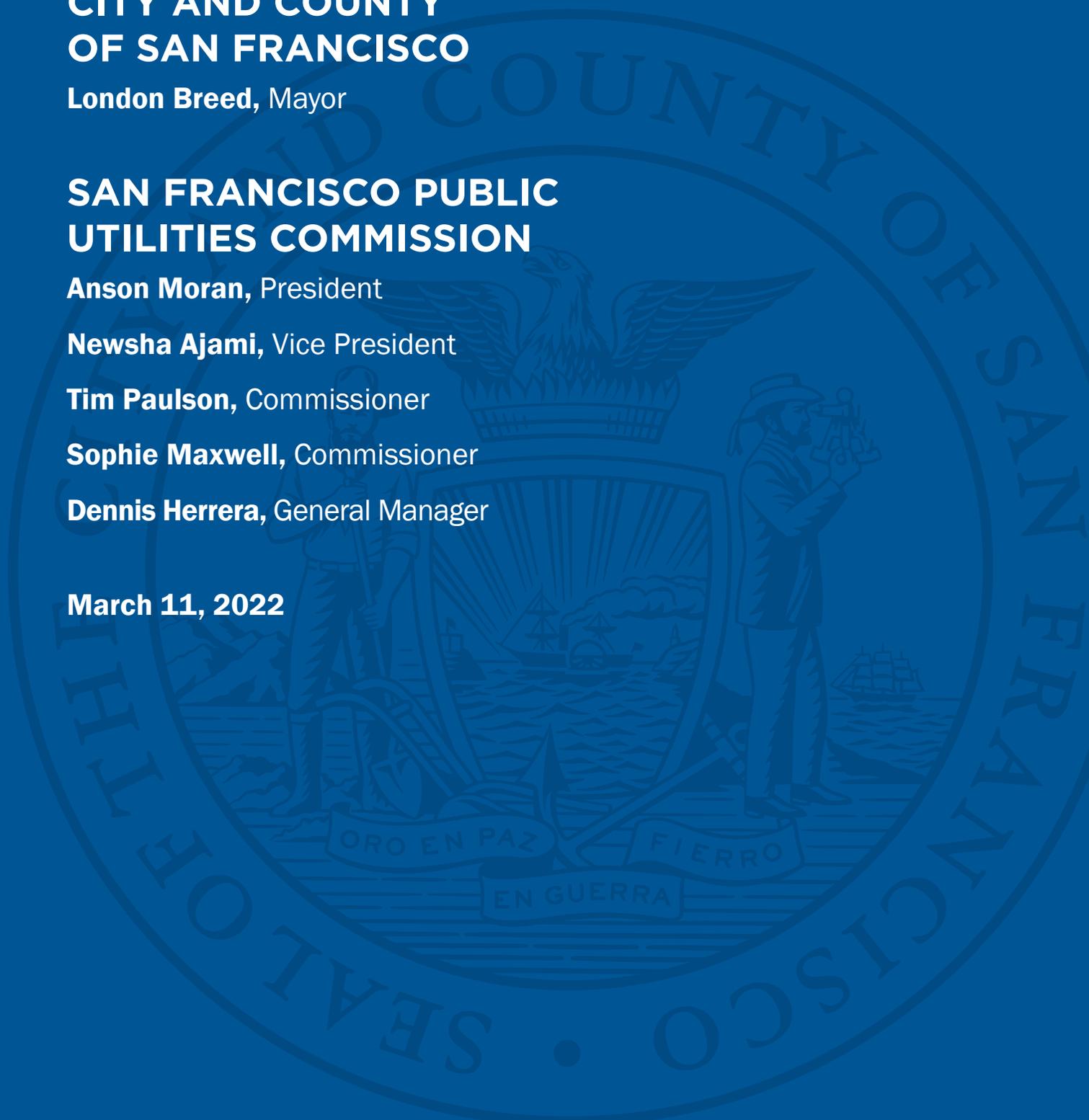
Newsha Ajami, Vice President

Tim Paulson, Commissioner

Sophie Maxwell, Commissioner

Dennis Herrera, General Manager

March 11, 2022





BIOSWALE

BIOSWALE

PARKING

FIRE LANE/DROP-OFF

CHILD  
CARE  
PLAY  
AREA

COMMUNITY CENTER

ALEX  
PITCHER

EVENT

OUTDOOR  
DINIG

ART

CLIMB +  
SLIDE

BOULDER  
HILL

BIOSWALE

PLAZA

BERM

PICNIC

LAWN +  
SPORTS

WETLAND

BALANCE  
LOGS

PICNIC

PICNIC

PICNIC

EDUCATION

EVANS AVENUE

# TABLE OF CONTENTS

Presented By.....	2	4: Respondents Role .....	10
Opportunity .....	5	5. Key Anchor Tenant Lease Terms.....	11
Anchor Tenant Opportunity.....	5	6. Key Community Hub License Terms.....	12
Community Hub License Opportunity .....	6	7. Additional Key Terms .....	13
Important Information.....	7	8. RFP & Selection Process Schedule .....	13
RFP Document Start.....	8	9. RFP Submittal Requirements .....	14
1: Introduction.....	9	10. Evaluation of Proposals & Award .....	18
2: New Southeast Community Center .....	9	11. Terms & Conditions for Receipt of RFP.....	24
3: The Opportunity.....	10	Attachments .....	27



# OPPORTUNITIES

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## Opportunity

Upon construction completion (anticipated to occur in mid 2022), the San Francisco Public Utilities Commission (the “SFPUC”) will own and operate the Southeast Community Center, located at 1550 Evans Avenue in San Francisco, California (the “SECC”), primarily for the benefit of the residents of the Bayview-Hunters Point community (“Local Community”).

### **The SECC Mission Statement:**

The SECC is a hub for the Local Community to gather, learn, play, and grow; it serves as a connection between the community and the SFPUC. The SECC enriches its community by promoting the health, well being, cultural, political, educational, and financial empowerment of Bayview-Hunters Point residents.

### **The Opportunity:**

The SFPUC has dedicated the third floor of the SECC to serve as a community resource center. The SFPUC seeks to lease and license portions of the third floor office space in the SECC to qualified community-based, Non-Profit Entities (defined later) that will provide health, well-being, cultural, political, educational and/or financial empowerment services and programming to the Local Community to further the SECC’s Mission (“Local Community Services”).

### **Specifically, the SFPUC desires to:**

- lease up to 7,583 rentable square feet of office space on the third floor of the SECC to up to three (3) Non-Profit Entities (the “Anchor Tenants”), which have an established history of providing some of the Local Community Services; and
- license up to 14 workstations located in a co working space on the third floor of the SECC (the “Community Hub”), on a month-to-month basis not to exceed 18 months, to one or more Non-Profit Entities (the “Community Hub Licensees”) for administrative and general office purposes.

The SFPUC envisions the Community Hub as a flexible co-working office space to host small non-profit corporations or limited liability companies (each, a “Non Profit Entity”) with a public or charitable mission, and provide them with access to second floor multipurpose rooms to deliver Local Community Services.

## Anchor Tenant Opportunity

### ANCHOR TENANT PREMISES

The lease up to 7,583 rentable square feet of office space on the third floor of the SECC to up to three (3) Non-Profit Entities.

### ANCHOR TENANT LEASE TERM

The lease up to 7,583 rentable square feet of office space on the third floor of the SECC to up to three (3) Non-Profit Entities.

### ANCHOR TENANT LEASE TERM

Not to exceed three (3) years, subject to the SFPUC’s right to terminate at any time upon six (6) months’ notice, as described in the form of Anchor Tenant Lease attached as Exhibit D to this RFP.

### TERM COMMENCEMENT

Commencement of the lease term is expected to be in mid-2022, subject to delays, and upon completion of construction of the Anchor Tenant Premises.

### REQUIRED USE

Active administrative and office space for Non-Profit Entities that are dedicated to continuously providing Local Community Services.

### ANCHOR TENANT RENT AND SECURITY DEPOSIT

Each Anchor Tenant will be required to pay to the SFPUC a base monthly rent of \$1.67 per rentable square foot of the leased area (“Anchor Tenant Rent”). The Anchor Tenant Rent will increase annually by three percent (3%). Standard water, heat, ventilation, electricity, Wi-Fi access, and refuse removal are included in the Anchor Tenant Rent.

Each Anchor Tenant will be required to pay to the SFPUC a security deposit in the amount of two months’ Anchor Tenant Rent or Five Thousand Dollars (\$5,000), whichever is greater (“Anchor Tenant Security Deposit”).

# OPPORTUNITIES

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## QUARTERLY REPORTING AND SOUTHEAST COMMUNITY FACILITY REPORTING OBLIGATIONS

Each Anchor Tenant and Community Hub Licensee will be required to submit timely quarterly performance reports (on a template provided by the SECC) and appear at the Southeast Community Facility (SECF) Commission meetings twice each year to describe its services and programming to the Local Community.

## ANCHOR TENANT MINIMUM QUALIFICATIONS

- 1. Experience:** During the last seven (7) years, the Anchor Tenant must have had a minimum of three (3) years of verifiable experience successfully providing some of the Local Community Services.
- 2. Financial Capacity:** The Anchor Tenant must have the financial resources to undertake this opportunity, including the demonstrated ability to: (i) pay the Anchor Tenant Rent and Anchor Tenant Security Deposit, (ii) procure the required insurance, (iii) hire qualified staff, and (iv) continuously provide some of the Local Community Services.
- 3. Insurance, Permits and City Vendor Status:** Prior to lease execution, each Anchor Tenant must obtain all insurance policies and all necessary permits and licenses required by the City and County of San Francisco, including but not limited to becoming a qualified City Vendor.
- 4. Type of Organization:** Each Anchor Tenant must be a Non-Profit Entity with a public benefit or charitable purpose organized and qualified to do business in the State of California. The City may consider a Non-Profit Entity with a public benefit or charitable purpose that partners with a fiscal sponsor meeting the requisite organizational and other RFP requirements, provided such fiscal sponsor guarantees the Anchor Tenant's performance under the lease.

## Community Hub License Opportunity

### COMMUNITY HUB LICENSE

The license of up to 14 workstations located in a co working space on the third floor of the SECC to one or more Non-Profit Entities

### COMMUNITY HUB LICENSE TERM COMMENCEMENT

The commencement of the license term is expected to be in mid-2022, subject to delays.

### COMMUNITY HUB LICENSE TERM

Month-to-month, not to exceed 18 months, subject to the SFPUC's right to freely revoke at any time without cause and without any consideration, as described in the form of Community Hub License attached as Exhibit E to this RFP.

### REQUIRED USE

Administrative and general office space for Non-Profit Entities that are dedicated to continuously providing Local Community Services.

### COMMUNITY HUB LICENSE FEE

Each Community Hub Licensee will be required to pay to the SFPUC a monthly license fee of \$437 to \$573 per month per workstation ("Community Hub License Fee") depending on the size and location of the workstation. Assuming the license is not terminated, the Community Hub License Fee will increase by three percent (3%) on January 1st of each year.

An example for Community Hub License Fee annual increases:

- License Fee during year 1 = \$437 per month
- Beginning on January 1, 2023 = \$450.11 per month
- Beginning on January 1, 2024 = \$463.61 per month

Each Community Hub Licensee will also be required to pay to the SFPUC a security deposit in the amount of Two Thousand Dollars (\$2,000) per workstation ("License Security Deposit").

# OPPORTUNITIES – IMPORTANT INFORMATION

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## COMMUNITY HUB LICENSE SECURITY DEPOSIT

\$2000 per license.

## REQUIRED USE; QUARTERLY REPORTING AND SOUTHEAST COMMUNITY FACILITY REPORTING OBLIGATIONS

Each Community Hub Licensee will be required to submit timely quarterly performance reports (on a template provided by the SECC) and appear at the SECF Commission meetings twice each year to describe its services and programming to the Local Community.

## COMMUNITY HUB LICENSEE MINIMUM QUALIFICATIONS

**1. Experience:** Each Community Hub Licensee must demonstrate an ability to provide some of the Local Community Services.

If a respondent is a new entity, the principal of the new entity must demonstrate at least two (2) years of experience managing a Non-Profit Entity with a public benefit or charitable purpose or the Non-Profit Entity must partner with a fiscal sponsor meeting this requirement.

**2. Financial Capacity:** Each Community Hub Licensee must have the financial resources to undertake this opportunity, including the demonstrated ability to (i) pay the Community Hub License Fee and Community Hub Security Deposit, (ii) procure the required insurance, and (iii) provide some of the Local Community Services. The City will consider newly formed Non-Profit Entities with a fiscal sponsor as potential licensees, provided such fiscal sponsor guarantees the licensee's performance under the license.

**3. Insurance, Permits, and City Vendor Status:** Each Community Hub Licensee must have the ability to obtain all insurance policies and all necessary permits and licenses required by the City and County of San Francisco. Each Community Hub Licensee must become qualified as a City Vendor before the license is executed.

**4. Type of Organization:** Each Community Hub Licensee must be a Non-Profit Entity with a public benefit or charitable purpose organized and qualified to do business in the State of California. Any non-profit public benefit or charitable corporation that partners with a fiscal sponsor meeting the requisite organizational and other requirements of this RFP is welcome to respond to this RFP.

## Important Information for Both Anchor Tenants and Community Hub Licensees

### SELECTION PROCESS

The RFP responses will be evaluated by a selection panel and scored according to the selection criteria described in this RFP. The selection panel will make a recommendation to the SECF Commission, followed by the approval by the SFPUC Commission of the Anchor Tenant Lease and Community Hub License with the recommended respondents.

The SFPUC may request additional information from respondents during this process and reserves the right to modify the Anchor Tenant Lease and/or the Community Hub License in its sole discretion.

### PRE-SUBMITTAL VIRTUAL MEETING

**April 13, 2022, at 10 a.m.**

The SFPUC will send meeting log-in instructions to respondents prior to the date of the Pre-Submittal Meeting.

### PROPOSAL DUE DATE

**Proposals are due on May 13, 2022 at 5:00 p.m.**

All proposals must be submitted via email to **RES@swater.org** with copies to: **cdunn@swater.org** and **erogerspharr@swater.org**.

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# RFP DOCUMENT START

A blue-tinted photograph of an office desk. On the desk, there is a laptop displaying a document, a blue cup, and some papers. A modern office chair is positioned in front of the desk. In the background, there is a window with a view of trees. The text "RFP DOCUMENT START" is overlaid in white on the image.

# INTRODUCTION – NEW SECC

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## 1. INTRODUCTION

The City and County of San Francisco (“City”), acting by and through its Public Utilities Commission (the “SFPUC”), is soliciting this Request for Proposals (“RFP”) from qualified respondents to lease and license office space on the third floor of the Southeast Community Center, located at 1550 Evans Avenue in San Francisco, California (the “SECC”), primarily for the benefit of the residents of the Local Community.

The SECC is currently under construction and is expected to be completed in mid-2022, subject to delays. The SECC will be a hub for the Local Community to gather, learn, play, and grow; it will serve as a connection between the Local Community and the SFPUC. The SFPUC has dedicated the third floor of the SECC to serve as a community resource center promoting the health, wellbeing, cultural, political, educational, and financial empowerment of the Local Community (“SECC’s Mission”). The SFPUC seeks to lease and license portions of the third floor office space in the SECC to qualified community-based, Non-Profit Entities who will provide health, well-being, cultural, political, educational, financial empowerment and/or other programs and services to the Local Community that further the SECC’s Mission (“Local Community Services”).

Specifically, the SFPUC desires to:

- enter into up to three (3) individual leases of portions of the Anchor Tenant Premises to well-established Non-Profit Entities that have a history of providing some of the Local Community Services; and
- license a total of 14 workstations in the Community Hub to one or more Non-Profit Entities for administrative and general office purposes to support them providing Local Community Services. The SFPUC envisions the Community Hub as a flexible individual workstation space that will provide the office space necessary for qualifying Non-Profit Entities to provide Local Community Services and foster their growth.

## 2. NEW SOUTHEAST COMMUNITY CENTER

The San Francisco Southeast Community Facility is currently located at 1800 Oakdale Avenue in San Francisco. The new SECC, designated to replace the Southeast Community Facility, will be situated on an approximately three-acre parcel located in the southeastern portion of San Francisco at 1550 Evans Avenue at the intersection of Third Street. The SECC is a hub for the Local Community to gather, learn, play, and grow; it serves as a connection between the community and the SFPUC. The SECC enriches its community by promoting the health, wellbeing, cultural, political, educational, and financial empowerment of Bayview-Hunters Point residents.

Phase 1 of the SECC consists of the construction of two buildings. Building 1 will consist of an approximately 40,000 square foot, three-story building. A café will be located on the ground floor near Building 1’s main entrance. The second floor will offer meeting rooms and other community spaces. The third floor will include the Anchor Tenant Premises and the Community Hub Premises, thus providing space to multiple community service providers. Building 2 of Phase 1 will replace the Alex Pitcher, Jr. Community Room currently located at 1800 Oakdale Avenue and will offer a large venue space with an auxiliary kitchen for community events. An attractively landscaped and interactive plaza is also being built as part of Phase 1, and a portion of it will be available for outdoor café seating.

Another portion of the SECC site has been identified for the future Phase 2 construction of educational facilities. Phase 2 of the SECC will likely consist of a second, approximately 40,000-square foot, three-story building. A schedule for construction of Phase 2 has not been determined.

1550 Evans Avenue is served by the T-Third Municipal Railway line and the number 15, 19, 41 and 99 Municipal Bus lines.

# THE OPPORTUNITY – RESPONDENT’S ROLE

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## 3. THE OPPORTUNITY

The RFP process aims to identify the most qualified prospective Non-Profit Entities based on their technical ability, financial capacity, innovative ideas, and demonstrated history (as applicable) to provide some or all of the Local Community Services specified in Section 9.B.3 for the following spaces on the third floor of the SECC:

### Anchor Tenant Premises:

The SFPUC seeks to lease a total of approximately 7,583 rentable square feet of office space located on the third floor of the SECC to up to three (3) well-established Non-Profit Entities with a minimum of three (3) years of verifiable full-time staff and operations experience within the last seven (7) years providing Local Community Services.

The proposed Anchor Tenant Premises area is shown on Exhibit B to this RFP and, at SFPUC’s discretion, may be divided into up to three (3) separate office spaces for the Anchor Tenant selected through this RFP and as approved by the City’s Public Utilities Commission. The Anchor Tenant Premises floor plans will be further defined through the space planning process described in Section 8. The Anchor Tenant Premises floor plans are subject to change at the SFPUC’s discretion. Each respondent should indicate in its response to this RFP how many square feet of the Anchor Tenant Premises it seeks to rent from the SFPUC.

The Anchor Tenant also will have shared access to (i) designated conference rooms on a sign up basis, (ii) the common area located on the third floor of the SECC, and (iii) additional publicly available conference rooms and classrooms on the second floor of the SECC through a SFPUC reservation system.

Parking, computers, and land-line telephone wiring are not included in the Anchor Tenant Premises. Each Anchor Tenant will be expected to conduct business on its own mobile telephones and computers. The SECC’s designated third-party telecommunications provider will provide Wi-Fi internet service. Subject to City rules and regulations, each Anchor Tenant will have pro rata access to the provided Wi-Fi as more fully detailed in the lease.

### Community Hub:

The SFPUC seeks to license one or more of a total of 14 workstations as shown on Exhibit B to this RFP located in the Community Hub to one or more Non-Profit Entities for administrative and general office purposes to support them in providing some of the Local Community Services. The Community Hub floor plans are subject to change at the SFPUC’s discretion.

Each respondent should indicate in its response to this RFP how many workstations in the Community Hub it seeks to license from the SFPUC.

Each Community Hub Licensee will have shared access to (i) designated Community Hub conference rooms on a sign up basis, (ii) common area copiers and printers, (iii) the common area located on the third floor of the SECC, and (iv) publicly available conference rooms and classrooms on the second floor of the SECC through a SFPUC reservation system.

No parking, computers, and land-line telephones are included in the Community Hub. Each Community Hub Licensee will be expected to conduct business on its own mobile telephones and computers. The SECC’s designated third-party telecommunications provider will provide Wi-Fi internet service. Subject to City rules and regulations, each Community Hub Licensee will have pro rata access to the provided Wi-Fi as more fully detailed in the license.

## 4. RESPONDENT’S ROLE

If selected as an Anchor Tenant, the respondent will enter into a lease with the City, acting by and through the SFPUC, on the form attached as Exhibit D to this RFP (the “Anchor Tenant Lease”), as may be modified at the sole discretion of the SFPUC. The Anchor Tenant Lease will include performance requirements to ensure the Anchor Tenant’s commitment to providing Local Community Services. Each Anchor Tenant will be required to submit quarterly performance reports and to appear at the Southeast Community Facility Commission Meeting semiannually. The SFPUC encourages each respondent to carefully review the additional details regarding the SFPUC’s required lease terms in the Anchor Tenant Lease attached to this RFP as Exhibit D prior to submitting a response. The terms of the Anchor Tenant Lease will not be negotiated.

If selected as a Community Hub Licensee, the respondent will enter into a license with the City, acting by and through the SFPUC, on the form attached as Exhibit E to this RFP (the “Community Hub License”), as may be modified in the sole discretion of the SFPUC. Community Hub Licensees will be required to submit

# RESPONDENT'S ROLE - KEY TERMS (ANCHOR TENANT)

quarterly performance reports and to appear at the Southeast Community Facility Commission Meeting semiannually. The SFPUC encourages respondents to carefully review the additional details regarding the SFPUC's required license terms in the Community Hub License attached to this RFP as Exhibit E prior to submitting a response. The terms of the Community Hub License will not be negotiated.

Potential respondents are cautioned that contact with any City employee, SECF Commissioner, or SFPUC Commissioner during this RFP process other than as provided in this RFP could result in disqualification under the SFPUC's Competitive Selection Process Communications Policy. In addition, potential respondents must be aware of (i) the Campaign Reform Ordinance outlined in Section 9.H of this RFP, and (ii) the Prohibition of Political Contributions provided in Section 28.16 of the Anchor Tenant Lease. The SFPUC's Competitive Selection Process Communications Policy, set forth in SFPUC Resolution 21-0022, is attached as Exhibit F to this RFP.

## 5. KEY ANCHOR TENANT LEASE TERMS

### A. Community Services

Each Anchor Tenant must actively utilize the Anchor Tenant Premises as full-time office space to facilitate the provision of some of the Local Community Services to further the SECC's Mission. Each Anchor Tenant will be required to report quarterly and appear semiannually before the Southeast Community Facility Commission to discuss the effectiveness of its programs to the SECC.

### B. Rent and Security Deposit

Each Anchor Tenant will be required to pay to the SFPUC a base monthly rent of \$1.67 per rentable square foot of the leased area ("Anchor Tenant Rent"). The Anchor Tenant Rent will increase annually by three percent (3%).

Each Anchor Tenant will also be required to pay to the SFPUC a security deposit in the amount of two (2) months' Anchor Tenant Rent or Five Thousand Dollars (\$5,000), whichever is greater ("Anchor Tenant Security Deposit").

### C. Utilities

Standard water, heat, ventilation, electricity, standard Wi-Fi usage, janitorial, and refuse removal are included in the Anchor Tenant Rent.

### D. Term

The Anchor Tenant Lease term is not to exceed three (3) years, subject to the SFPUC's right to terminate upon six (6) months' notice without penalty at any time. Any extension of the Anchor Tenant Lease is at City's sole discretion and will require further San Francisco Public Utility Commission approval.

### E. Reporting

Each Anchor Tenant will be required to submit quarterly performance reports to the SECC demonstrating the effectiveness of its services and will be required to appear at the Southeast Community Facility Commission Meeting semiannually.

### F. Other Important Requirements

The following is a partial list and abridged explanation of some of the Anchor Tenant Lease requirements. Full provisions are contained in the form of Anchor Tenant Lease attached to this RFP as Exhibit D. Each Anchor Tenant must comply with all City requirements and other lease obligations that are applicable to the Anchor Tenant.

Permitted Use: Each Anchor Tenant may access and use the Anchor Tenant Premises for the sole purpose of full-time administrative and general office purposes to facilitate the provision of some of the Local Community Services.

Signage: All signage is subject to the SFPUC's written approval given in its sole discretion.

Security: Each Anchor Tenant, at its sole cost, will be responsible for securing the Anchor Tenant Premises in a clean and orderly manner.

Insurance: Each Anchor Tenant will be responsible for obtaining and maintaining all of the insurance policies required in the Anchor Tenant Lease and providing Certificates of Insurance to the SFPUC through Exigis, the SFPUC's online insurance compliance system.

No Parking: The SECC will have metered parking. There is no dedicated parking included in the Anchor Tenant Leases for any of the Anchor Tenant or their licensees, employees, and guests.

No Land-Line Telephones or Computers: No computers or land-line telephones are provided by the SFPUC in the Anchor Tenant Premises. Each Anchor Tenant will be expected to conduct business on its own mobile telephones and computers. The SECC's designated third-party telecommunications provider will provide Wi-Fi service.

# KEY TERMS (COMMUNITY HUB)

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## 6. KEY COMMUNITY HUB LICENSE TERMS

### A. Community Services

Each Community Hub Licensee must actively utilize the Community Hub as a full-time office space to facilitate the provision of some of the Local Community Services. Licensees will be required to report quarterly and appear semiannually before the Southeast Community Facility Commission to discuss the effectiveness of its programs to the SECC.

### B. License Fee and Security Deposit

Each Community Hub Licensee will be required to pay to the SFPUC a monthly license fee of \$437 to \$573 per workstation (“Community Hub License Fee”). The amount of the Community Hub License Fee will depend on the size of the licensed workstation. The Community Hub License Fee will increase annually by three percent (3%).

Each Community Hub Licensee also will be required to pay to the SFPUC a security deposit in the amount of Two Thousand Dollars (\$2,000) per workstation (“License Security Deposit”).

### C. Utilities

Standard water, heat, ventilation, electricity, standard Wi-Fi usage, janitorial, and refuse removal are included in the Community Hub License Fee.

### D. Term

The Term will be month-to-month, for a maximum of 18 months, subject to the SFPUC’s right to freely revoke at any time without cause and without penalty, as described in the Community Hub License attached as Exhibit E.

### E. Other Important Requirements

The following is a partial list and abridged explanation of some of the Community Hub License requirements. Full provisions are contained in the Community Hub License attached as Exhibit E. Each Community Hub Licensee must comply with all City requirements and other license provisions that are applicable to the Community Hub Licensee.

Permitted Use: Each Community Hub Licensee may access and use the Community Hub for solely administrative and general office purposes to support its provision of some of the Local Community Services. Nothing in the Community Hub License constitutes a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in the Community Hub, or any portion of it. All use of the Community Hub by each of the Community Hub

Licensees and its agents and invitees will be subject to the terms, conditions, and restrictions described in the Community Hub License, including but not limited to the Building Rules and Regulations attached to the Community Hub License, the City requirements attached to the Community Hub License, and any applicable federal, state, or local laws.

Signage: All signage is subject to the SFPUC’s written approval given in its sole discretion.

Security of Workstation Premises: Each Community Hub Licensee, at its sole cost, will be responsible for maintaining its licensed area in a clean and orderly manner. Each workstation will have lockable drawers and/or cabinets available to the Community Hub Licensee. Each Community Hub Licensee will be required to remove all computer equipment and valuables when it is not utilizing its licensed area, and for locking all other personal property in the drawers or cabinets provided. The SFPUC will not be responsible for theft or damage to any property of the Community Hub Licensees.

Insurance: Each Community Hub Licensee, at its sole cost, will be responsible for obtaining and maintaining all of the insurance policies required in the Community Hub License and providing Certificates of Insurance to the SFPUC through Exigis, the SFPUC’s online insurance compliance system.

No Parking: The SECC will have metered parking. There is no dedicated parking allowed in the Community Hub License for the Community Hub Licensees and their invitees, employees, and guests.

No Land-Line Telephones or Computers: No computers or land-line telephones are included in the Community Hub. The Community Hub Licensees will be expected to conduct business on their own mobile telephones and computers. The SECC’s designated third-party telecommunications provider will provide Wi-Fi service. Each Community Hub Licensees will have access to a shared printer located in the copy room.

# ADDITIONAL KEY TERMS – SCHEDULES

## 7. ADDITIONAL KEY TERMS APPLICABLE TO BOTH ANCHOR TENANT LEASES AND COMMUNITY HUB LICENSES

### A. Approved Vendor of the City; CMD Certification

After selection but before execution of the Anchor Tenant Lease or Community Hub License, each selected respondent must be certified by the City’s Contract Monitoring Division (“CMD”) 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 respondent must submit to CMD a “Chapter 12B: Nondiscrimination in Contracts and Benefits” form (Form HRC-12B-101). Additional information can be found at: [businessportal.sfgov.org/grow/city-contracts/vendor](https://businessportal.sfgov.org/grow/city-contracts/vendor).

### B. City Contracting Requirements

Each Anchor Tenant and Community Hub Licensee will be required to comply with all applicable City contracting requirements, including, without limitation, requirements for licensees of City property as included in the Community Hub License or for tenants of City property as included in the Anchor Tenant Lease, the City’s Non-Discrimination in Benefits Ordinance, Minimum Compensation Ordinance, Health Care Accountability Ordinance, First Source Hiring Program, Conflict of Interest Ordinance, and Contractor Vaccination Policy. Information on certain applicable City contracting requirements can be found at: [fgsa.org/index.aspx?page=5199](https://fgsa.org/index.aspx?page=5199).

## 8. RFP SCHEDULE AND SELECTION PROCESS SCHEDULE

### A. Summary of Schedule

DATE	EVENT
March 11, 2022	RFP Issued
April 13, 2022	Pre-submittal Virtual Meeting The SFPUC will send meeting log-in instructions to respondents prior to the date of the Pre-Submittal Meeting.
May 6, 2022	Questions Any requests for information or clarification of this RFP other than those raised at the pre-submittal meeting must be submitted in writing by email to RES@sfgwater.org with copies to: Cdunn@sfgwater.org and Erogerspharr@sfgwater.org before May 6, 2022. Except for inquiries at the pre-submittal meeting, no oral inquiries will be answered.
May 13, 2022 by 5:00 p.m.	Proposal Deadline All proposals must be submitted via email to RES@sfgwater.org with copies to: Cdunn@sfgwater.org and Erogerspharr@sfgwater.org.
May, 2022	Selection Committee Proposal Review
August, 2021	Selection Committee interview and taste testing of top three respondents
To commence after selection is made	Final Lease/License Preparation
Currently estimated to occur Summer of 2022	Lease/License and CEQA approvals
Currently estimated to occur Summer of 2022	Lease/License Commencement

# SCHEDULES – SUBMITTAL REQUIREMENTS

## B. Pre-Submittal Meeting and Questions

Interested parties are strongly encouraged to attend the pre-submittal meeting. The SFPUC staff will address questions and provide information then available at the pre-submittal meeting. Questions may be answered orally at the conference. The SFPUC staff also will provide written responses to substantive and procedural questions raised at the pre-submittal meeting, 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 meeting must be submitted in writing by email to RES@sfgwater.org before May 6, 2022. Except for inquiries at the pre-submittal meeting, no oral inquiries will be answered.

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

## C. Deadline and Submittal Address

<b>Submittal Deadline</b>	Proposals are due on <b>May 13, 2022 at 5:00 p.m.</b>
<b>Email Address for Submittals</b> In order to reduce the amount of paper and other resources used in generating RFP proposals, the SFPUC will only accept electronically submitted proposals.	<b>RES@sfgwater.org</b> With copies to: cdunn@sfgwater.org and erogerspharr@sfgwater.org

*Late proposals and proposals sent by U.S. Mail or facsimile will not be accepted.*

## 9. RFP SUBMITTAL REQUIREMENTS

Proposals submitted in response to this RFP must meet the requirements set forth in this RFP. Any major deviation from these requirements may be cause for rejection of the proposal at the SFPUC's discretion.

### A. Cover Letter

A cover letter should be included in this RFP submittal and should:

- indicate whether the respondent seeks to lease a portion of the Anchor Tenant Premises as an Anchor Tenant, or license a portion of the Community Hub as a Community Hub Licensee.
  - If the respondent seeks to lease a portion of the Anchor Tenant Premises, it should indicate the number of full-time employees working at the Anchor Tenant Premises on a daily basis.
  - If the respondent seeks to license a portion of the Community Hub, it should indicate how many workstations in the Community Hub it seeks to license from the SFPUC.
- include the date the respondent entity was established, and a brief summary of the history of services and programming provided by the respondent or that the respondent intends to provide to the Local Community;
- include a brief justification of the need for space and a brief description of the intended use of the requested space;
- include the name, address, and telephone number of the person who will serve as the respondent's principal contact person with the SFPUC and who is authorized to make representations on behalf of the respondent.; and
- be signed by a person having proper authority to make the proposal on behalf of respondent.

### B. Proposal

Each RFP response should not be longer than sixteen (16) pages total (not including resumes and financial statements) and must include the following:

- 1. Relevant Experience:** In no more than two (2) pages, the respondent should provide a complete description of respondent's mission statement and the history and efficacy of the services and programming provided by the respondent to the Local Community.

# SUBMITTAL REQUIREMENTS

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**2. Business and Marketing Plan:** In no more than five (5) pages, the respondent should propose a concept for use of either the Community Hub or the Anchor Tenant Premises. At a minimum, this section of this RFP response should include:

- a. The respondent's proposed operations plan, including hours of operation, staffing, and projected revenues and expenses (the "Business Plan").
- b. The respondent's explanation for how the respondent's use of space at the SECC will benefit the Local Community.
- c. A description of how the respondent's operations would interact with the Local Community and how the respondent's operations would contribute to promoting the SECC's Mission.
- d. A discussion of the respondent's program or service charges or fees, if any, for services to be provided to the Local Community by the respondent.
- e. A description of the respondent's marketing plan for providing some of the Local Community Services, including any proposed advertising and promotion of its services and programming (the "Marketing Plan").
- f. The number of employees who will utilize the space that it seeks to lease or license on a daily basis. The respondent should explain why the space is necessary, how it will be used, and provide a summary of its current and former office space needs and uses, including the number of square feet.

**3. Desired Local Community Services:** The SFPUC promotes the inclusion, belonging, and full participation of black and other persons of color and indigenous people, and to achieve fair and just outcomes. The SFPUC seeks to rent to Non-Profit Entities that understand the importance of advocacy, racial equity, civic engagement, and political empowerment of the Local Community. Each respondent should demonstrate in its proposal how it will incorporate these goals into its proposed programming. A thoughtful response will demonstrate the respondent's understanding of the history and purpose of the SECC.

Each respondent is strongly encouraged to review the background of the SECC on the SFPUC website ([sfpu.org](http://sfpu.org)). Each respondent should also review the SFPUC's **Community Benefits policy**, the **Environmental Justice policy**, and the **Racial Equity Resolution** on the SFPUC website.

The SFPUC conducted a community engagement process to determine the programs and services needed by the Local Community. As a result of such engagement, the SFPUC seeks to rent to Non-Profit Entities that can provide some of the following Local Community Services either by themselves or by collaborating with other organizations. The SFPUC does not expect that a respondent will provide all of the following services and programs, and seeks Non-Profit Entities that will provide Local Community Services in one or more of the following categories:

**Financial Empowerment:** The SECC seeks respondents that will provide essential financial literacy programming to the Local Community, including (but not limited to) topics such as the basics of budgeting, saving, understanding interest and credit, home purchasing, wealth building, and estate planning. Such respondent should have both individual and cohort activities available for the Local Community. The programming should focus on desirable outcomes for individual Local Community members achieving milestones such as reaching a minimum credit score, reducing revolving debt, opening bank accounts, and saving up to three months of expenses.

**Economic Development:** The SECC seeks respondents that will provide a comprehensive array of services to support the economic advancement of the Local Community. Such respondents should demonstrate how its proposed services will successfully develop, incubate, and support the retention of small businesses, emphasizing minority and women-owned businesses. Respondent should help local enterprises access low-cost or zero-interest loans, legal consultation, support for real estate financing, and offer technical assistance services such as mentorship, coaching, counseling, and workshops.

#### **Job, Internship, and Employment Training**

**Opportunities:** The SECC seeks respondents that will deliver a comprehensive array of programming year-round successfully connecting clients to job training and employment opportunities. Services should facilitate both drop-in activities for individuals as well as cohorts that participate in activities such as (but not limited to) soft skills training, preparing for city employment, job fairs, and career counseling.

# SUBMITTAL REQUIREMENTS

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Such respondents should demonstrate how they will leverage partnerships with employers, industry groups, local unions, and other Non-Profit Entities to provide training and employment opportunities to the Local Community. Respondent's services should target marginalized populations of the Local Community, including transitional aged youth, formerly incarcerated, and others returning to the workforce after a substantial amount of time unemployed. Each respondent should describe, in detail, how its services help clients secure competitive employment and enroll in internships, pre-apprenticeship, and apprenticeship programs. Each respondent should describe how its services address client barriers to employment and support retention of competitive employment for at least one year.

**Community Stabilization:** The SECC seeks respondents to deliver programming and services that address the current and long-standing inequities the Local Community has experienced. Stabilization programming and services can include (but are not limited to):

- o Addressing food insecurity experienced by the Local Community.
- o Anti-Gentrification and anti-displacement of the local historical community.
- o Addressing gang violence and turf issues to increase safety in the Local Community.
- o Provide restorative justice and diversion programming to reduce involvement with the criminal justice system.
- o Provide support groups and services for non-binary, LGBTQ, neuro-divergent, and other specific populations.

**Health and Wellness:** The SECC seeks respondents to deliver culturally competent health and wellness programming that promotes a healthy and active lifestyle amongst the Local Community and increases the Local Community's awareness and access to resources to address long-standing health disparities. Activities including workshops addressing local health disparities, physical activities (Zumba, yoga, tai-chi, meditation), healthy cooking and nutrition education, mindfulness, and mental health awareness would be appropriate. Such respondents should have experience addressing health and wellness issues related to the ongoing COVID-19 pandemic. Wellness activities that utilize holistic health services and

traditional healing techniques are encouraged. Such respondents should demonstrate how they plan to use SECC indoor and outdoor amenities to deliver various programming.

**Family, Youth, and Senior Services:** Youth services include academic programs and out-of-school-time programming that can include tutoring, college preparation, mentoring, member development, GED (high school diploma equivalency) services, STEM (Science, Technology and Engineering) education, recreational and sports programming, and other enrichment services focused on youth populations.

Family services include support groups, member development, resource access, and cultural activities that support multigenerational community building and develop healthy, connected, and resilient families in the Local Community. Programming should target traditional and non-traditional family units, including caretakers for seniors and multigenerational households.

Senior programming provides educational, recreational, and multigenerational activities targeting seniors in the Local Community. Examples of desired programming include technology training classes, cooking classes, recreational activities, and multigenerational programming.

**Environmental Education:** The SECC seeks respondents that can utilize outdoor spaces on the SECC campus to provide environmental education activities to the Local Community, emphasizing K-12 students. Such respondents should demonstrate their ability to implement programming based on environmental justice principals (indigenous perspectives highly encouraged). Such respondents should discuss how its programming leverages the SFPUC's Big Ideas Curriculum to connect K-12 environmental education activities to water, power, and sewer concepts. Programming should foster the development of environmental stewards incorporating urban stewardship topics that include (but are not limited to) developing healthy watersheds, rain gardens, full cycle/zero waste, and urban food systems. Such respondents should demonstrate how their programming places equity and access as a necessary component to producing high-quality learning opportunities for students and community members.

# SUBMITTAL REQUIREMENTS

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**Arts Programming:** The SECC has made a significant investment in art from local artists on the Bayview Artists Registry in partnership with the San Francisco Arts Commission. The SECC will feature several large-scale art works, including a landmark sculpture outside of the center and over 20 2D works along the walls of the community center.

The SECC seeks a respondents that can continue celebrating and providing community-centric and culturally appropriate art programs for youth in the Local Community. Each respondent should demonstrate how its programming exposes and teaches youth from the Local Community about artistic concepts in one or more mediums, including traditional disciplines (visual, graphic, plastic, performing) and digital mediums such as film and music production. Such respondents should help emerging artists share their creations through gallery showings, maker fairs, performances, and community events.

**Note:** The SFPUC will not provide funding to tenants and Community Hub Licensees to deliver the Local Community Services.

## **Submittal Instructions:**

In no more than five (5) pages, respondents should describe in detail the Local Community's need for the respondent's proposed services and programming and how they will further the SECC's Mission. Respondents should also provide a complete description of their ability to work within a diverse community that includes residents of the Local Community.

The submittal should describe the respondent's proposal: (i) targeted populations within the Local Community for services and programming; (ii) the number of individuals in the Local Community to be served; (iii) the respondent's schedule to implement services and programming in the Local Community; and (iv) a projected schedule of activities, both at the SECC and/or in the community.

The submittal should identify which of the foregoing described categories of Local Community Services will be the focus of the respondent's proposed program. Respondents may select more than one or more categories, or add additional services, if applicable.

**4. Financial Capacity:** In no more than two (2) pages, the respondents should describe in detail or provide the following:

- A. **Proposer Profile:** Responses should identify the respondent's lead representative and key personnel, including their contact information and brief descriptions of their respective roles and relevant experience. The respondent may provide resumes for the lead representative and the key personnel (resumes do not count toward two-page maximum). Identify the legal entity that would enter into the lease or license and list the entity's partners, members, and equity holders. This should be the same entity for which the financial capacity information is provided.
- B. **Financial Capacity:** Responses should include information to demonstrate that the respondent has the financial capacity to operate its organization. Although construction of the improvements and furnishings are being provided by the City, the respondent will need to fund the Local Community Services it plans to provide, business licenses, rent, and insurance, among other items. Respondents should provide, in detail, their most recent three-year financial history, and show a demonstrated ability to fund continuing operations, or if respondent is a new entity, by presenting evidence of the respondent's net worth from an established financial source. The SFPUC also reserves the right to request that RFP respondents participate in financial evaluation interviews, to which they may be required to bring additional evidence of financial capacity. Respondents may partner with a fiscal sponsor to meet financial capacity requirements, provided that such fiscal sponsor meets the requirements.
- C. **Lease/License:** An affirmative statement confirming that the respondent has read the form of Anchor Tenant Lease attached to this RFP as Exhibit D or the form of Community Hub License attached to this RFP as Exhibit E (as applicable), agrees to its terms, and understands that the terms will not be negotiated.

# SUBMITTAL REQUIREMENTS – EVALUATION

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- D. **Eviction:** An affirmative statement confirming whether or not the Non-Profit Entity, its lead respondent, any of its key personnel, or any affiliated entities have been in the past five (5) years, or are currently, subject to any eviction action for its commercial premises. If any of them have, please explain.
- E. **Litigation:** An affirmative statement confirming whether or not the Non-Profit Entity, its lead respondent, any of its key personnel, or any affiliated entities are involved in any litigation that could have a material adverse effect on the Non-Profit Entity's financial condition. If any of them have, please explain.
- F. **Bankruptcy:** An affirmative statement confirming whether or not the Non-Profit Entity, its lead respondent, any of its key personnel, or any affiliated entities have filed for bankruptcy during the past five (5) years. If any of them have, please explain.

**Exhibit A attached to this RFP provides the format for the RFP submittal.** Responses may include diagrams and precedent images only if required to communicate ideas that cannot be articulated in writing, and graphics will be counted toward the RFP submittal 16-page maximum. Evaluation panelists will be instructed not to interpret the inclusion of detailed graphics as an indication of the respondent's capability or commitment. Scoring of RFP responses is described in Section 8.

## 10. EVALUATION OF PROPOSALS & AWARD

### A. Selection Process Generally

All proposals will be evaluated by the SFPUC in accordance with the criteria and procedures identified in this RFP. Without limiting any of its rights described later, the SFPUC reserves the right in its discretion to (i) make a selection based directly on the proposals submitted, (ii) to negotiate further with one or more of the respondents, and (iii) to terminate the solicitation at any time. The respondents selected under this RFP will be chosen on the basis of their apparent ability to best meet the overall objectives of the SFPUC, as ultimately determined by the SECF Commission recommendation, the San Francisco Public Utilities Commission, staff, and its General Manager.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS REQUEST FOR PROPOSALS, RESPONDENTS ACKNOWLEDGE AND AGREE THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO ANY AGREEMENT UNLESS AND UNTIL THE GENERAL MANAGER HAS EXECUTED A LEASE AGREEMENT OR LICENSE AGREEMENT IN COMPLIANCE WITH ALL LAWS, WHICH MAY REQUIRE AUTHORIZING LEGISLATION BEING DULY ENACTED BY THE CITY'S PUBLIC UTILITIES COMMISSION APPROVING THE LEASE AGREEMENT AND LICENSE AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED BY THIS REQUEST FOR PROPOSALS. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY UNDER THIS REQUEST FOR PROPOSALS ARE CONTINGENT UPON THE GENERAL MANAGER EXECUTING A LEASE AGREEMENT OR A LICENSE AGREEMENT IN COMPLIANCE WITH ALL LAWS. APPROVAL OF ANY TRANSACTION CONTEMPLATED BY THIS REQUEST FOR PROPOSALS BY ANY DEPARTMENT, COMMISSION, OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH LEASE AGREEMENT OR LICENSE AGREEMENT SHALL BE EXECUTED NOR WILL ANY SUCH APPROVAL(S) CREATE ANY BINDING CITY OBLIGATIONS.

# EVALUATION

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The SFPUC may request additional information from respondents during this process.

Each proposal will be initially reviewed by the SFPUC 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 SFPUC reserves the right to request clarification or additional information from a respondent.

## **B. Selection Criteria**

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

### **Minimum Qualifications**

#### **Anchor Tenants:**

**Experience:** Each Anchor Tenant must have three (3) years of verifiable experience, during the last seven (7) years, successfully providing some of the Local Community Services.

**Financial Capacity:** Each Anchor Tenant must have the financial resources to undertake this opportunity, including the demonstrated ability to: (i) pay the Anchor Tenant Rent and Anchor Tenant Security Deposit, (ii) procure the required insurance and all necessary permits and licenses, (iii) acquire and maintain City Vendor status, (vi) hire qualified staff to utilize the Anchor Tenant Premises, and (v) provide Local Community Services.

**Type of Organization:** Each Anchor Tenant must be a Non-Profit Entity with a public benefit or charitable purpose organized and qualified to do business in the State of California and be or become prior to lease execution, an Approved City Vendor.

#### **Community Hub Licensees:**

**Experience:** Each Community Hub Licensee must demonstrate an ability to deliver Local Community Services.

**Financial Capacity:** Each Community Hub Licensee must have the financial resources to undertake this opportunity, including the demonstrated ability to (i) pay the Community Hub License Fee and License Security Deposit, (ii) procure the required insurance and all necessary permits and licenses, (iii) hire qualified staff to utilize the Community Hub, and (iv) provide some of the Local Community Services.

**Type of Organization:** Each Community Hub Licensee must be a Non-Profit Entity with a public benefit or charitable purpose organized and qualified to do business in the State of California and be or become prior to license execution, an Approved City Vendor.

# EVALUATION

## ANCHOR TENANT EVALUATION CRITERIA

The selection panel will use the following criteria in evaluating Anchor Tenant responses to this RFP:

CRITERIA	TENANT POINTS	CRITERIA CONTINUED	TENANT POINTS
<p><b>1 Application Cover and Checklist:</b></p> <ul style="list-style-type: none"> <li>• The respondent fills in all cover sheet information completely and succinctly:               <ul style="list-style-type: none"> <li>o The respondent states the respondent seeks to lease a portion of the Anchor Tenant Premises as an Anchor Tenant.</li> <li>o The respondent briefly describes the Local Community Services it seeks to provide at the SECC.</li> <li>o The respondent states the number of full-time employees working at the Anchor Tenant Premises on a daily basis.</li> <li>o The respondent includes the date the respondent entity was established, and a brief summary of the history of services and programming provided by the respondent or the respondent intends to provide to the Local Community.</li> <li>o The respondent includes a brief justification of the need for space and a brief description of the intended use of the requested space.</li> <li>o The respondent includes an affirmative statement that the respondent has read and will comply with the Contractor Vaccination Policy</li> <li>o The respondent includes the name, address, and telephone number of the person who will serve as the respondent's principal contact person with the SFPUC and who is authorized to make representations on behalf of the respondent.</li> <li>o The proposal is signed by a person having proper authority to make the proposal on behalf of respondent</li> </ul> </li> <li>• The respondent attaches all required documents to the response.</li> <li>• The proposal does not exceed 16 pages, exclusive of the exhibits.</li> </ul>	5	<p><b>3 Business &amp; Marketing Plan:</b></p> <ul style="list-style-type: none"> <li>• The proposal provides a comprehensive business and marketing plan that outlines the respondent organization's mission, vision, and long-term goals and objectives for use of the Anchor Tenant Premises:               <ul style="list-style-type: none"> <li>o The response states the respondent's proposed operations plan, including hours of operation, staffing, and projected revenues and expenses.</li> <li>o The proposal explains how the respondent's use of space at the SECC will benefit the Local Community.</li> <li>o The proposal describes how the respondent's operations would interact with the Local Community and how the respondent's operations would contribute to promoting the SECC's Mission.</li> <li>o The proposal describes respondent's program or service charges or fees, if any, for Local Community Services.</li> <li>o The proposal describes the respondent's marketing plan for providing some of the Local Community Services, including any proposed advertising and promotion of its services or programming.</li> <li>o The proposal describes (i) the number of employees who will utilize the Anchor Tenant Premises on a daily basis; (ii) why the space is necessary; and (iii) how it will be used, and provides a summary of respondent's current and former office space needs and uses, including the number of square feet.</li> </ul> </li> </ul>	15
<p><b>2 Relevant Experience &amp; Qualifications:</b></p> <ul style="list-style-type: none"> <li>• The proposal describes the respondent's mission statement and the history and efficacy of the services and programming provided by the respondent to the Local Community.</li> <li>• The proposal demonstrates that during the last seven (7) years, the respondent organization has had a minimum of three (3) years of verifiable experience successfully providing some of the Local Community Services.</li> <li>• The proposal demonstrates the qualifications of the respondent's principal and staff to provide the desired Local Community Services.</li> <li>• The proposal demonstrates the meaningful connection of the respondent's principal to the Local Community.</li> </ul>	25	<p><b>4 Community Services:</b></p> <ul style="list-style-type: none"> <li>• The proposal includes a problem statement that the respondent's proposed program and services intend to address.</li> <li>• The proposal describes how the proposed programs and services will address the health, well-being, cultural, political, educational and/or financial empowerment of the Local Community.</li> <li>• The proposal includes a proposed program model using innovative and unconventional approaches, including the use of technology, to deliver programs and services.</li> <li>• The proposal provides an approach for how the respondent will evaluate and measure the impact and success of its program and services in the Local Community.</li> <li>• The proposal provides a model of services or programs including a plan to activate the SECC by utilizing the meeting rooms, common areas, and outdoor spaces of the SECC.</li> <li>• The proposal describes how the proposed Local Community Services will benefit the SECC and the Local Community.</li> <li>• The proposal describes how respondent seeks to collaborate with other non-profit partners to scale program offerings for the Local Community.</li> </ul>	30

# EVALUATION

## ANCHOR TENANT EVALUATION CRITERIA CONTINUED

CRITERIA CONTINUED	TENANT POINTS
<p><b>5 Financial Capability and Proposed Financial Terms (two-page maximum, exclusive of financial statements and resumes):</b></p> <p>The respondent demonstrates that it has the financial resources to (i) undertake this opportunity, including the demonstrated ability to manage, market, and operate its organization, (ii) pay the Anchor Tenant Rent and Anchor Tenant Security Deposit, (iii) procure the required insurance, (iv) hire qualified staff, and (v) continuously provide some of the Local Community Services. The respondent will be evaluated on the reasonableness of the assumptions it used in its projection of revenues and expenses.</p> <p>To that end, the respondent provides:</p> <ul style="list-style-type: none"> <li>• documentation identifying the legal entity that would enter into the lease and lists the entity’s officers, directors and equity holders.</li> <li>• documentation confirming that respondent is a Non-Profit Entity with a public benefit or charitable purpose organized and qualified to do business in the State of California. This is the same entity for which financial capacity information is provide</li> <li>• the names and contact information of the respondent’s lead representative, key personnel, and brief descriptions of their respective roles and relevant experience, either in the narrative or with attached resume (organization charts and resumes do not count toward two-page maximum).</li> <li>• its most recent three-year financial history</li> <li>• its operating budget</li> <li>• a demonstrated ability to fund continuing operations, or if respondent is a new entity, by presenting evidence of the respondent’s net worth from an established financial source.</li> <li>• an affirmative statement that the respondent has reviewed and agrees to the attached Anchor Tenant Lease terms, as applicable.</li> <li>• an affirmative statement confirming the respondent has not been involved in any eviction regarding its business premises.</li> <li>• an affirmative statement confirming that the respondent is not involved in any litigation that could have a material adverse effect on the non-profit entity’s financial condition or its ability to meet its obligations under the Anchor Tenant Lease.</li> <li>• an affirmative statement confirming that the respondent has not filed for bankruptcy during the past five years.</li> <li>• an affirmative statement confirming that the respondent is a registered City Vendor or willing to pursue the process to become a registered City Vendor.</li> <li>• an affirmative statement that the respondent has read and will comply with the Contractor Vaccination Policy, as described in Section 11.M.</li> </ul>	25
<b>TOTAL:</b>	100

# EVALUATION

## COMMUNITY HUB LICENSEE EVALUATION CRITERIA

The selection panel will use the following criteria in evaluating Community Hub Licensee responses to this RFP:

CRITERIA	LICENSEE POINTS	CRITERIA CONTINUED	LICENSEE POINTS
<p><b>1 Application Cover and Checklist:</b></p> <ul style="list-style-type: none"> <li>• The respondent fills in all cover sheet information completely and succinctly:               <ul style="list-style-type: none"> <li>o The respondent describes the Local Community Services it seeks to provide at the SECC.</li> <li>o The respondent states how many workstations in the Community Hub it seeks to license from the SFPUC.</li> <li>o The respondent includes the date the respondent entity was established, and a brief summary of the history of services and programming provided by the respondent or the respondent intends to provide to the Local Community. This must be the same entity that will sign the license.</li> <li>o The respondent includes a brief justification of the need for space and a brief description of respondent's intended use of the requested space.</li> <li>o The respondent includes the name, address, and telephone number of the person who will serve as the respondent's principal contact person with the SFPUC and who is authorized to make representations on behalf of the respondent.</li> <li>o The proposal is signed by a person having proper authority to make the proposal on behalf of respondent.</li> </ul> </li> <li>• The respondent attaches all required documents to the response.</li> <li>• The proposal does not exceed 16 pages, exclusive of the exhibits.</li> </ul>	5	<p><b>3 Business &amp; Marketing Plan:</b></p> <ul style="list-style-type: none"> <li>• The proposal provides a comprehensive business and marketing plan that outlines the respondent organization's mission, vision, and long-term goals and objectives for use of the Community Hub License area:               <ul style="list-style-type: none"> <li>o The proposal describes the respondent's proposed operations plan, including hours of operation, staffing, and projected revenues and expenses.</li> <li>o The proposal explains how the respondent's use of space at the SECC will interact with and benefit the Local Community.</li> <li>o The proposal describes the respondent's program or service charges or fees, if any, for Local Community Services.</li> <li>o The proposal describes the respondent's marketing plan for providing some of the Local Community Services, including any proposed advertising and promotion of its services or programming.</li> </ul> </li> <li>• The proposal describes (i) the number of employees who will utilize the Community Hub License area on a daily basis; (ii) why the space is necessary; (iii) how it will be used, and (iv) provides a summary of respondent's current and former office space needs and uses, including the number of square feet.</li> </ul>	15
<p><b>2 Relevant Experience &amp; Qualifications:</b></p> <p>The response demonstrates respondent's ability to provide all or some of the Local Community Services:</p> <ul style="list-style-type: none"> <li>• The proposal states the respondent's mission statement and the history and efficacy of the services and programming provided by the respondent to the Local Community, or provides information regarding its partnership with a fiscal sponsor meeting this requirement.</li> <li>• The proposal demonstrates that the respondent organization has had a minimum of two (2) years of verifiable experience successfully providing some of the Local Community Services (or has a fiscal sponsor meeting this requirement).</li> <li>• Alternatively, for new entities, the principal of the new entity demonstrates at least two (2) years of experience managing a Non Profit Entity with a public benefit or charitable purpose (or partners with a fiscal sponsor meeting this requirement).</li> <li>• The proposal demonstrates the qualifications of the respondent's principal and staff to provide the desired Local Community Services.</li> <li>• The proposal demonstrates the meaningful connection of the respondent's principal to the Local Community.</li> <li>• The proposal attaches an organization chart showing the respondent organization's principal and staff.</li> </ul>	20	<p><b>4 Community Services:</b></p> <ul style="list-style-type: none"> <li>• The proposal includes a problem statement the proposed programs and services intend to address.</li> <li>• The proposal describes the proposed Local Community Services.</li> <li>• The proposed program model implements innovations that may include unconventional approaches, design, assessment, or use of technology in implementing relevant Local Community Services.</li> <li>• The proposal describes how the respondent will evaluate and measure impact and success in meeting program objectives.</li> <li>• The proposal describes a plan to activate the SECC beyond the office space by utilizing meeting rooms, common areas, and outdoor spaces of the SECC.</li> <li>• The proposal describes how the respondent's proposed programs and services are appropriate for the SECC and the Local Community.</li> <li>• If applicable, the proposal describes how the respondent will collaborate with other organizations to provide Local Community Services.</li> </ul>	35

# EVALUATION

## COMMUNITY HUB LICENSEE EVALUATION CRITERIA CONTINUED

CRITERIA CONTINUED	LICENSEE POINTS
<p><b>5 Financial Capability and Proposed Financial Terms (two-page maximum, exclusive of financial statements and resumes):</b></p> <p>The respondent demonstrates that it has the financial resources to (i) undertake this opportunity, including the demonstrated ability to manage, market, and operate its organization, (ii) pay the Community Hub License Fee and License Security Deposit, (iii) procure the required insurance, (iv) hire qualified staff, and (v) continuously provide some of the Local Community Services. The respondent will be evaluated on the reasonableness of the assumptions it used in its projection of revenues and expenses.</p> <p>To that end, the respondent provides:</p> <ul style="list-style-type: none"> <li>documentation identifying the legal entity that would enter into the lease and lists the entity’s officers, directors, members and/or equity holders.</li> <li>documentation confirming that respondent is a Non-Profit Entity with a public benefit or charitable purpose organized and qualified to do business in the State of California. This must be the same entity which financial capacity information is provided and which will sign the license.</li> <li>the names and contact information of the respondent’s lead representative, key personnel, and brief descriptions of their respective roles and relevant experience, either in the narrative or with attached resume (organization charts and resumes do not count toward two-page maximum).</li> <li>the most recent two-year financial history of the respondent or the principal’s prior Non-Profit Entity.</li> <li>its operating budget.</li> <li>a demonstrated ability to fund continuing operations, or if respondent is a new entity, by presenting evidence of the respondent’s net worth from an established financial source.</li> <li>an affirmative statement that the respondent has reviewed and agrees to the attached Community Hub License terms, as applicable.</li> <li>an affirmative statement confirming the respondent has not been involved in any eviction regarding its business premises.</li> <li>an affirmative statement confirming that the respondent is not involved in any litigation that could have a material adverse effect on the Non Profit Entity’s financial condition or its ability to meet its obligations under the Community Hub License.</li> <li>an affirmative statement confirming that the respondent has not filed for bankruptcy during the past five years.</li> <li>an affirmative statement confirming that the respondent is a registered City Vendor or willing to pursue the process to become a registered City Vendor.</li> <li>an affirmative statement that the respondent has read and will comply with the Contractor Vaccination Policy, as described in Section 11.M.</li> </ul>	25
<b>TOTAL</b>	100

### C. Selection Panel

Following the SFPUC’s receipt of submittals, a selection panel consisting of up to five (5) representatives, will evaluate the complete submittals of each respondent based on the minimum qualifications and selection criteria outlined in Section 8 (RFP Requirements) above. Any non City member of the selection panel will not evaluate the financial elements of this RFP responses. Qualified City staff and financial consultants may be asked to review the financial components of the RFP responses and advise the panel (City staff panelists only) on how the financial submittals relate to the evaluation criteria. Those submittals meeting the minimum qualifications will be scored and ranked by the selection panel.

Selected respondents may also be interviewed by the selection panel.

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

### D. Community Hub License Execution

The City will prepare a license for each of the selected Community Hub Licensees consistent with the form of Community Hub License attached to this RFP as Exhibit E, incorporating elements of the successful respondent’s RFP proposal that are acceptable to the SFPUC and as may be modified by the SFPUC in its sole discretion.

In the event the SFPUC determines in its sole discretion that execution of a Community Hub License is not proceeding expeditiously, the SFPUC may provide written notice to the selected Community Hub Licensee terminating discussions and may commence negotiations with another respondent or begin another selection process.

### E. Anchor Tenant Space Planning and Lease Execution

The SFPUC, through its architect, will meet with each selected respondent to conduct space planning and determine its space in relationship to other each Anchor Tenant (“Space Planning”). The respondent acknowledges that the SFPUC desires that multiple nonprofit organizations be located on the third floor and the SFPUC will determine after Space Planning which and how much space the SFPUC is willing to lease to the respondent, if any. The SFPUC will notify each selected

# EVALUATION – TERMS AND CONDITIONS

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respondent of the size of the premises it offers to such respondent when it concludes the Space Planning, and the respondent may withdraw from consideration within thirty (30) days thereafter by written notice to the SFPUC.

The SFPUC will prepare a lease for each of the selected Anchor Tenant consistent with the form of Anchor Tenant Lease attached to this RFP as Exhibit D, incorporating elements of the successful respondent's RFP proposal that are acceptable to the SFPUC and the results of the Space Planning and as may be modified by the SFPUC in its sole discretion.

In the event the SFPUC determines in its sole discretion that Anchor Tenant Lease execution is not proceeding expeditiously, the SFPUC may provide written notice to the selected respondent terminating discussions and may commence negotiations with another respondent or begin another selection process.

## 11. TERMS AND CONDITIONS FOR RECEIPT OF RFP

### A. Errors and Omissions in RFP

Respondents are responsible for reviewing all portions of this RFP. Respondents are to promptly notify the SFPUC, in writing, if the respondent discovers any ambiguity, discrepancy, omission, or other error in this RFP. Any such notification should be directed to the SFPUC at the email addresses specified in Section 11.B below promptly after discovery. Modifications and clarifications to this RFP will be made by addenda as provided later.

### B. Inquiries Regarding RFP

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

RES@sfgwater.org

With copies to: Cdunn@sfgwater.org and  
erogerspharr@sfgwater.org

### C. Objections to RFP Terms

Should a respondent object on any ground to any provision or legal requirement set forth in this RFP, the respondent must, not more than ten (10) days after this RFP is issued, provide written notice to the SFPUC 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. Addenda

The SFPUC may modify this RFP, prior to the proposal due date, by issuing Addenda, which will be posted on the SFPUC website. The respondent shall be responsible for ensuring that its proposal reflects any and all Addenda issued by the SFPUC 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 Addenda.

### E. Revision of Proposal

A respondent may revise its proposal on its own initiative at any time before the deadline for submission of proposals. The respondent 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 respondent.

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

### F. Errors and Omissions in Proposal

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

### G. Financial Responsibility

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

### H. Respondent's Obligations under the Campaign Reform Ordinance

Respondents must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which provides that a "City Contractor" is a party that contracts with, or seeks to contract with, the City for the sale or leasing of any land or building to or from the City whenever such transaction would require the approval

# TERMS AND CONDITIONS

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by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves. Through its submission of a proposal, respondent acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits a City Contractor or its affiliate from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for that contract or twelve (12) months after the date that contract is approved. The foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Respondents are informed that (i) the prohibition on contributions applies to respondent, each member of respondent's board of directors, respondent's chief executive officer, chief financial officer and chief operating officer, any person with an ownership interest of more than ten percent (10%) in respondent, any subcontractor listed in the contract, and any committee that is sponsored or controlled by respondent, and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department seeking to enter into the contract must notify the Ethics Commission of the parties and any subcontractor to the contract. Additionally, by submitting a proposal respondent certifies it has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract to the City, and has provided the names of the persons required to be informed to the City department seeking to enter into that contract within thirty (30) days of submitting its contract proposal to the City department receiving that submittal, and acknowledges the City department receiving that submittal was required to notify the Ethics Commission of those persons. For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

## **I. Sunshine Ordinance**

In accordance with San Francisco 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 are 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.

## **J. Public Access to Meetings and Records**

If a respondent 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 San Francisco Administrative Code, the respondent must comply with Chapter 12L. The respondent 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 respondent 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.

## **K. Reservations of Rights by the City**

The SFPUC's issuance of this RFP is not a promise or agreement that the City, through the SFPUC, will actually enter into any lease or license. The City, through the SFPUC, expressly reserves the right at any time to:

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

# TERMS AND CONDITIONS

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8. Offer new leasing or licensing opportunities in the area at any time.
9. Extend deadlines for accepting submittals or accept amendments to submittals after expiration of deadlines.
10. Procure any tenant, licensee, or service specified in this RFP by any other means; or
11. Decide not to pursue this offering.

In awarding the opportunity and finalizing any lease or license, the SFPUC may modify, refine, or otherwise clarify the permitted uses to reflect the selected proposal, including such changes in this RFP and/or terms of the lease or license as may be acceptable to the SFPUC provided that such changes do not change the overall substance of the proposal.

The SFPUC's failure to object to an error, omission, or deviation in any submittal will in no way modify this RFP or excuse respondents from full compliance with the requirements of this RFP.

The SFPUC may modify, clarify, and change this RFP by issuing one or more written addenda. Addenda will be posted on the SFPUC's website and notice of the posting will be sent by electronic mail to each party receiving an RFP. Each respondent assumes the risk of submitting its submittal on time and obtaining all addenda and information issued by the SFPUC.

## L. 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.

## M. Contractor Vaccination Policy

Respondents selected for an Anchor Tenant Lease or Communications Hub License pursuant to this RFP must agree to comply with the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found here: [sf.gov/confirm-vaccine-status-your-employees-and-subcontractors](https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors).

A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Because the SECC is an open concept building with shared spaces, and City employees will work at the building, City expects that any selected respondent that enters into an Anchor Tenant Lease or a Communications Hub License will have Covered Employees and will be subject to the requirements of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

In accordance with the Emergency Declaration, respondents to this RFP must agree that:

1. The respondent has read the Contractor Vaccination Policy pertaining to the obligations of City;
2. Where applicable, the respondent will ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as those terms are defined under the Emergency Declaration and the **Contractor Vaccination Policy**, and insure such Covered Employees are fully vaccinated for COVID-19 or obtain an exemption based on medical or religious grounds,
3. If a respondent grants Covered Employees an exemption based on medical or religious grounds, it will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form ("Exemptions Form"), which can be found at [sf.gov/confirm-vaccine-status-your-employees-and-subcontractors](https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors) (navigate to "Exemptions" to download the form).

If a respondent is unable to comply with this Policy, it will be deemed non responsive unless City is able to secure a waiver on the respondent's behalf.

# ATTACHMENTS

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## ATTACHMENTS:

**Exhibit A:**

Form RFP Submittal (see attached)

**Exhibit B:**

Anchor Tenant Premises and  
Community Hub Floor Plans (see attached)

**Exhibit C:**

Intentionally omitted

**Exhibit D:**

Form of Anchor Tenant Lease (see attached)

**Exhibit E:**

Form of Community Hub License (see attached)

**Exhibit F:**

SFPUC Resolution 21-0022  
Competitive Selection Process Communications Policy  
\*\*(see attached)

An architectural rendering of the Southeast Community Center. The scene is a vibrant, sunlit outdoor space. In the foreground, a wide, light-colored paved walkway leads from the bottom left towards the center. To the right of the walkway, a large, rectangular sign with a textured, rust-colored surface stands prominently. The sign features the text "SOUTHEAST COMMUNITY CENTER" in large, white, sans-serif capital letters. The sign is surrounded by lush greenery, including tall grasses and clusters of yellow flowers. In the background, several mature trees with green and yellowing leaves frame the scene. A modern building with large glass windows and a flat roof is visible behind the trees. People are scattered throughout the scene: a woman in a blue shirt and white pants walks away from the viewer on the left; a man in a blue shirt and khaki pants stands on the right, looking at his phone; and other figures are seen in the distance, some blurred to suggest movement. The overall atmosphere is bright and welcoming, with soft shadows cast by the trees and buildings.