

730 STANYAN STREET



EARLY CHILDHOOD EDUCATION CENTER

SERVING INFANTS, TODDLERS, AND PRE-SCHOOLERS

REQUEST FOR PROPOSALS

RELEASED

October 27, 2021

RESPONSES DUE

November 29, 2021 @ 5pm



All documents related to this RFP are available at: www.730stanyan.org

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INTRODUCTION

Racial Equity

At Tenderloin Neighborhood Development Corporation (TNDC) and Chinatown Community Development Center (CCDC), we believe that we are most effective when we approach our work through a lens of racial and economic justice. We believe that the problems we are working to address are deeply rooted in the country's long and troubled history of discrimination and oppression. If we ignore the historical context or the present-day inequities, we could limit our impact, or worse, perpetuate marginalization and harm.

We strive to operationalize equity in our organization. To effectively work in service to and in partnership with people, we must be both self-reflective and committed to learning about the historic, social, and systemic influences affecting individual and community outcomes.

We aim to partner with organizations who share our values and demonstrate their commitment to racial equity and inclusion. Funding and working with nonprofit organizations led by and/or serving communities of color is essential to ensuring our resources go to the populations most impacted by this nation's and this region's history of racism.

About TNDC

TNDC is a nonprofit that helps people focus on living a meaningful life by building deeply affordable homes and supportive communities in San Francisco. We currently provide homes to over 5,800 people with low incomes through 43 buildings across seven neighborhoods. Our staff works alongside people, families, and communities that have faced severe economic and racial inequity in the hopes of improving health disparities, raising marginalized voices, and building a better future for all.

Our values of Collaboration and Inclusion guide us to lead with community-defined goals and needs and form meaningful partnerships and relationships to make lasting change in San Francisco and beyond. Our values of Equity, Excellence, and Integrity guide us to constantly push ourselves, reevaluate our strategies and perspective, and uphold our commitment to becoming an anti-racist organization.

About CCDC

Started as a grassroots organization in 1977, today CCDC is at the forefront of community advocacy, planning, and affordable housing development in the City of San Francisco. CCDC works with community members young and old every day to help build a stronger community in Chinatown and across San Francisco. CCDC has developed over 4,500 units of affordable housing over the 4 decades of history and has another 450+ units in the development pipeline.

The values of respect, compassion, empowerment, and teamwork represent the core principles we stand for and believe in at Chinatown CDC. Ours is a place-based organization that treats each person with compassion and respect. We build a powerful coalition of advocates and supporters who contribute their own voices in the community. We strengthen community through

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teamwork and encourage people to learn, and to share ideas and knowledge across all communities and within Chinatown CDC.



Chinatown Community
Development Center

華埠社區發展中心

730 STANYAN OVERVIEW

The Project

TNDC & CCDC are jointly developing 730 Stanyan. The Project will be a 160 unit 8-story apartment building located along Stanyan Street facing Golden Gate Park, between Haight and Waller Streets in San Francisco. The Project's zoning allows for the intended uses, including childcare.

Residential Tenants

The homes at the Project will be set aside for at least two different types of tenants:

- 30 units will be set aside for Transitional Aged Youth ("TAY"). TAY are youth ages 18 to 24 who are formerly homeless or at risk of homelessness. There will be supportive services on site designed to assist them achieve their education and career goals.
- 128 units will be set aside for low-income individuals and families with incomes between 0% and 100% of Area Median Income

Commercial Spaces

The commercial providers will be located on the ground floor of the building. A total of 5 commercial spaces are under consideration to be a part of the 730 Stanyan community. In addition to the Early Childhood Education Center, we are reviewing the potential to include a mini food hall/chef incubator space, a technology training center, a senior center, and a drop-in center for Transitional Age Youth.



RFP PROCESS

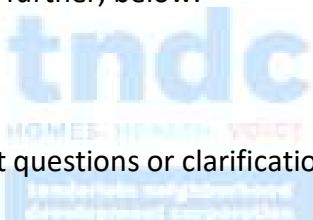
Timeline

RFP Issued	October 27, 2021
Pre-Submission Workshop (optional); to be held via Zoom. Link: https://tndc.zoom.us/j/87088315279	November 8, 2021 @ 3pm-4pm
Questions Due	November 15, 2021
Answers Published	November 22, 2021
Responses Due	November 29, 2021 @ 5PM
Interview (if needed)	Week of January 3, 2021
Responses Selected	Week of January 10, 2021
Selected Provider Hires ECE Architect (deadline)	Week of February 7, 2021
Architect Coordination Meeting**	Week of February 14, 2021
ECE 100% Schematic Design Set Due	Week of February 28, 2021
ECE 100% Construction Documents Due	Week of March 21, 2021
Project Construction Commencement*	August 2023
ECE Space Available for Tenant Improvements*	August 2025
Project Construction Completion (Provider commences operation)*	Aug 2025 (Project completion) Feb 2026 (TI completion)

*subject to change.

**described further, below.

Contact



Chinatown Community
Development Center

Please direct questions or clarifications concerning this RFP to:

Hermandeep Kaur, Project Manager, hkaur@tndc.org

Lex Gelb, Assistant Project Manager lgelb@tndc.org

FUNDING GUIDELINES

Upon selection, the process by which the selected Provider will ultimately operate a business in the Project will proceed as follows:

1. Architect Coordination
2. Letter of Intent
3. Lease
4. Build Out
5. Licensing, Compliance & Waivers
6. Occupancy

Architect Coordination

Following selection, CCDC & TNDC will require a meeting among representatives of CCDC & TNDC, the selected Provider, CCDC & TNDC's architect for the Project, and the selected Provider's intended architect for their space.

The size of early childhood education space at 730 Stanyan is approximately 6,655 square feet, which includes 1,493 sq. ft. of offices and interior rest spaces and 2,150 sq. ft. of classrooms, as well as 3,012 sq. ft. of outdoor space. These square footages are subject to change as the building design develops. The architecture team of Dorman Associates, Inc. provided a programmatic layout for the ECE space at 730 Stanyan, included in Exhibit B (p. 20) of this document. The CCDC and TNDC recommend using the provided layout as a starting point. Learn more about Dorman Associates' background in childcare architecture here: <http://dormanassociates.com/childcare-architecture/>

It will be important for all parties – CCDC, TNDC, the selected Provider, 730 Stanyan Project Architect, and the selected Provider's architect for the space – to coordinate on certain details of the buildout, such as the location and number of restrooms, kitchen needs and so forth.

CCDC & TNDC's development team estimates that the buildout costs of the early childhood education space will range \$1,800,000 - \$2,200,000, based on estimated construction costs of \$400 - \$500/sq. ft. for the interior space, plus an estimated budget of \$300,000 for the outdoor play area.

Project buildout will be compliant with MOHCD's Commercial Space Underwriting Guidelines. Per MOHCD underwriting guidelines, restrooms for adults and children will be included under the overall building budget. Click [here](#) for the full text of the guidelines.

NOTE: see Timeline above for architecture-related milestones and deliverables.

Letter of Intent

A Letter of Intent ("LOI") will be given to the selected Provider upon selection. The form of the LOI is included as Exhibit A.

Lease

Prior to build out, the Owner and the Provider shall enter into a lease agreement (the “Lease”).

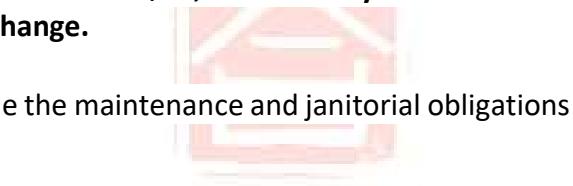
The LOI found in Exhibit A has been pre-populated with the Lease terms proposed by the Owner.

The intention of the Owner in negotiating both the LOI and the Lease will be that the Provider pay for: a) its own operating costs, including but not limited to insurance, utilities, maintenance, and property taxes, b) its share of building-wide lender and city requirements, including property and liability insurance; and c) a commercial management fee. The income from the commercial tenant will not be used to support the residential programming, or vice versa. See Exhibit D.

The total base rent will be \$1.00 per year, in order to support the priority of maximizing the benefit to the low-income community.

In addition to the base rent outlined above, the Provider will also be responsible for paying Common Area Management (CAM) fees. CAM fees for the Early Childhood Education space are estimated at \$0.60/sq. ft., totaling \$2,922/month and \$35,076 annually. These numbers are CCDC & TNDC’s estimate and are subject to change.

It is anticipated that the Lease will also describe the maintenance and janitorial obligations of the Owner and the Provider.



Buildout of ECE Tenant Improvements

The Owner will build out the space at its own expense to the level specified as a “Warm Shell” by the City and County of San Francisco Mayor’s Office of Housing and Community Development’s Commercial Underwriting Guidelines. The Guidelines are linked [here](#).

All necessary materials, furniture, or fixtures not included in the Guidelines’ definition of a Warm Shell are considered a Tenant Improvement (“TI”).

The Provider will be required to hire all required architects, engineers, and contractors in order to complete the design, permitting, and construction of the TI’s of the space. Additionally, the Provider will need to finance the total development costs (hard costs as well as soft costs) of the TI build out of the space. The Provider will further be responsible for all expenses, fundraising and liens relating to the TI’s.

The TI’s must be built out by the Provider according to the schedule included in this Request for Proposals, which is subject to change.

The Owner will not contribute capital resources nor project management assistance to the development of the space.

TNDC & CCDC will retain approval rights over the TI build out.



ELIGIBILITY CRITERIA

The selected Provider must:

1. Maintain the licensing requirements listed in Exhibit B.
2. Maintain welfare property tax exemption. The Provider will be responsible for property taxes relating to the space if the Provider does not successfully obtain an exemption. The Provider is responsible for all property taxes relating to the space for which an exemption is not available, if any.
3. Participate in the Early Learning Scholarship program through the San Francisco Office of Early Care & Education (OECE).

Requirements specific to Early Childhood Education:

1. Have a philosophy and program policies aligned with the Program for Infant/Toddler Care (PITC), as well as integrating the California Department of Education's Infant/Toddler Learning & Development Foundations/Curriculum Framework and the California Preschool Learning Foundations/Curriculum Framework.
2. Maintain good standing with California Department of Social Services Community Care Licensing Division regulations and have no outstanding citations at the time of application.
3. Participate in City supported quality improvement activities (contingent upon the continued availability of City supports).
4. Be a nonprofit, 501(c)(3) organization.
5. Have a qualified Director/Site Supervisor that meets Title 5 requirements with a proven track record of providing publicly funded program services in the City for a minimum of 5 years.
6. Have the ability to provide subsidized services through Title 5 contracts/subcontracts, and/or Head Start and/or Early Head Start, and/or other government-funded subsidies, and demonstrate the ability to serve populations of families with subsidy vouchers.
7. Operate an ECE, which is inclusive of all learners and children with multiple abilities.
8. Adhere to the following enrollment priorities for enrollment at the 730 Stanyan early childhood education center:
 - a. 1st priority are children that are residents of the Project.
 - b. 2nd priority is an enrollment that balances maximum benefit for the low-income community (as measured by a percentage of subsidized slots) and financial feasibility.

PROPOSAL INSTRUCTIONS

If the potential applicant meets the Eligibility Criteria (see p. 3), the applicant is welcome to submit a proposal.

Here are the instructions for submitting a proposal:

1. Complete submittals (including all attachments) must be emailed to the following individuals:
Hermandeep Kaur, Project Manager

hkaur@tndc.org & Lex Gelb,
Assistant Project Manager
lgelb@tndc.org

2. The proposal packet must consist of the following information:
 - Narrative proposal
 - Cost proposal
 - Signed Exhibit D



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PROPOSAL – Narrative

1. **Statement of Philosophy;** Provide a statement about your organization that shares background information, program philosophy, and mission, including the most important goals of an early care and education program.
2. **Organizational Racial Equity and Inclusion Practices;** Please tell us about a time when your organization demonstrated a commitment to racial equity with your staff.
3. **Children's Programming;** please describe your organization's curriculum philosophy and tell us how your philosophy is inclusive of BIPOC voices.
4. **Qualifications and Experience of Teaching Staff and Director/Site Supervisor;** Detail relevant experience of all teaching staff and site lead. Provide a resume of each staff member. If staff has yet to be hired, please include job descriptions, requirements, and recruitment strategies to reach BIPOC candidates.
5. **Program Operation and Staffing Pattern;** Detail the schedule of operation (including hours and days) and the staffing pattern to demonstrate that adequate coverage will be maintained, including adult-child ratios and group sizes.
6. **Scope of Services;** please describe your organization's processes, procedures, and tools that will be used to ensure high quality early care and educational programming in an equitable and inclusive way.
7. **Food and Nutrition;** please describe the proposed food and nutrition services to be provided. How are they reflective of program participant cultural identity?
8. **Partnerships;** Describe your organization's plans to generate family support and involvement in your program. How does your organization receive and integrate feedback from program participants?
9. **Cultural Inclusion;** Describe your organization's record in providing program services that address the cultural, linguistic needs of children and their families (beyond translation of materials). This includes the capacity to tailor services to diverse types of families, including BIPOC and LGBTQ+ families.
10. **Marketing, Public Relations, and Fundraising;** Describe your proposed strategy and metrics to ensure priorities as outlined in the Eligibility Criteria section will be met. Describe your proposed strategy and metrics to recruit and maintain enrollment and secure subsidies and other funding needed to ensure requirements for serving low/moderate income and at-risk children will be met. How does your marketing strategy provide

specific outreach to BIPOC families and communities?

Facility/Operations; Describe any experience your organization has had with capital financing, design, permitting, construction build-out (including project management of the project) and licensing and start-up of a high-quality early care and education program(s) and working with San Francisco permitting and approval agencies. Please

specify the personnel within your organization who have this experience. If sufficient experience does not exist within your organization, please specify the consultant(s) that will provide this experience and include their qualifications. Provide your plan and a timeline to complete the capital financing, design, permitting, and construction build out and licensing and start-up of the Center, assuming you are selected as the Provider.



PROPOSAL – Cost Proposal

1. **Operational Effectiveness;** please describe your organization's budget planning and account services.
2. **Budget;** provide a detailed operating budget, with narratives as needed, that includes the following:
 - a. **Salaries;** identify all employee's salary costs and benefits and please tell us how your organization is ensuring pay equity – across genders, races, and different staffing positions?
 - b. **Administrative costs;** identify administrative costs, insurance, professional development, substitutes, food costs, marketing expenses, and any other expenses predicted for the operation of the Center.
 - c. **Income;** identify all income, including other sources of income predicted as revenue (e.g., food subsidies, fundraising, etc.)
3. **Tuition/fee proposal;** for fee paying families, provide a proposed tuition/fee schedule that covers all aspects of the program/services (infants, toddlers, preschool, part-time, full-time, sick-care, drop-offs, etc.) Specify the services that are included in the tuition (e.g., food, special classes). Specify the number of hours of care per day the tuition fee reflects. Indicate, if appropriate, what charges will be for additional hours. Provide information on your scholarship, financial aid, or any other type of assistance provided to families, including policies and procedures and application for tuition assistance.
4. **Tenant improvement sources and uses;** provide a simple development budget in Sources and Uses format detailing the TI build out described elsewhere in this RFP. Describe each source including if that source requires fundraising or a grant application. If the source requires fundraising or a grant application, describe further the schedule involved to obtain the source and your previous success with it.
5. **Financial Data;** Please provide: Two years of audited financial statements. Two years of tax returns. Operating Budget for Provider organization. If you're unable to provide these documents, please provide us a narrative explanation.

SCORING

1. Program Concept: a. Statement of Philosophy and Mission Statement (5) b. Organizational Racial Equity, and Inclusion Practices (12) c. Marketing, Public Relations, and Fundraising (8)	25
2. Program Approach: a. Children's Programming (4) b. Program Operation and Staff Patterning (5) c. Scope of Services (8) d. Food and Nutrition (5) e. Facility/Operations (8)	30
3. Qualifications and Experience: a. Teaching Staff (5) b. Director/Site Supervisor (5)	10
4. Impact: a. Partnerships (5) b. Cultural Inclusion (5)	10
5. Financial Viability: a. Operational Effectiveness (5) b. Operational Budget (6) c. Tuition/Fee Proposal (6) d. Tenant Improvement Sources and Uses and Funding Plan (6) e. Financial Data (2)	25
Total Points Possible	100

GENERAL PROVISIONS

- 1) TNDC & CCDC may modify this RFP or any of its deadline dates set forth in the RFP prior to the date fixed for the submission by issuance of an addendum.
- 2) The proposer may withdraw its RFP by submitting an email request signed by the proposer's authorized representative to the address above.
- 3) TNDC & CCDC reserve the right to cancel this RFP at any time prior to contract award without obligation in any manner for statement preparation, interview, fee negotiation, or other marketing costs associated with RFP.
- 4) TNDC & CCDC may reject any or all submittals and may waive any immaterial deviation from the RFP. TNDC & CCDC's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the submitter from compliance with other provisions of the RFP.
- 5) Submittals become the property of TNDC & CCDC and may be returned only at TNDC & CCDC's option and at the submitter's expense.
- 6) TNDC & CCDC's evaluation is solely for determining which organizations are deemed most qualified. Determination made by TNDC & CCDC based upon the submitted information and any other information available to TNDC & CCDC. TNDC may request all proposers to submit additional information pertinent to the RFP.
- 7) TNDC & CCDC reserve the right to investigate other available resources in addition to any documents or information submitted by the Provider.
- 8) As of the date this RFP is issued and continuing until the final date for submission, prospective applicants are prohibited from contacting any TNDC & CCDC employee, OECE, or MOHCD employee regarding this RFP other than the individual specified above. Applicants found to be acting in any way contrary to this directive will be automatically disqualified.
- 9) No tours to view or inspect the location will take place.
- 10) TNDC & CCDC reserve the right to reject any and all submittals.
- 11) TNDC & CCDC reserve the right not to score any and all submittals.
- 12) TNDC & CCDC will select which potential Providers will be interviewed by the Selection Committee, if any.

Exhibit A: Form of Letter of Intent

Note: Owner's proposed Lease terms included therein; additional exhibits to follow.

730 Stanyan Associates, L.P.
201 Eddy Street
San Francisco, California 94102

[Date]

[Selected Provider, Name and Address]

RE: Letter of Intent
Early Childhood Education Center
730 Stanyan Street,
San Francisco, California 94117

The Tenderloin Neighborhood Development Corporation (“TNDC”) and Chinatown Community Development Center (“CCDC”), as sponsors of 730 Stanyan Associates, L.P. (“Owner”) is pleased to present this Letter of Intent (“LOI”) for lease of the proposed Early Childhood Education Center (the “ECEC” or the “Premises”) located at 730 Stanyan Street (the “Project”).

The Project will be a single, 160 unit 8-story mixed-use 100% affordable apartment building located on Stanyan Street facing the Golden Gate Park between Haight and Waller Streets in San Francisco. The Project’s zoning allows for the intended uses, including childcare. The homes at 730 Stanyan will be set aside for at least two different types of tenants:

- 1) Transitional Age Youth (“TAY”). TAY are youth ages 18 to 24 who are formerly homeless or at risk of homelessness. Some of the TAY units will be further designated for Parenting TAY.
- 2) Low-income individuals and families with incomes up to 100% of San Francisco’s Area Median Income.

[Selected Provider] (or “Tenant”) meets the intent of the ECEC space at the Project.

On behalf of 730 Stanyan Associates LP, we are pleased to extend the following business terms for consideration in lease discussions for the referenced location:

TENANT:	[Selected Provider]
PREMISES:	Approximately 6,655 sq. ft. (comprised of 3,643 sq. ft. interior space and 3,012 sq. ft. outdoor play area) of ground floor leasable retail space located at the Project.
USE:	Early Childcare Development and Education Center. Tenant shall undertake its own due diligence to establish its ability to use the Premises for the intended purposes, and shall be required to obtain any required permits or approvals as listed in Exhibit D to the 730 Stanyan Request for Proposals ("RFP") dated July 28, 2021.
DUE DILIGENCE:	Landlord shall provide Tenant reasonable access to the Premises to allow Tenant to gather information prior to entering into a Lease.
INITIAL OCCUPANCY	
TERM:	5 years
OPTIONS:	One Five-Year Option
RENT	
COMMENCEMENT:	Rent will commence upon completion of the Project (as such term is defined in the RFP) which is anticipated to be August 2025. Notwithstanding, Tenant acknowledges that delivery of Premises by landlord is dependent upon finalization of a complex financing structure for the overall Project that may result in delivery of premises later than Tenant's ideal move-in date.
BASE RENT:	In exchange for providing specific services, including an agreement to provide availability of an agreed upon number of childcare spots, and a specified number of low-income spots, with a set-aside of certain spaces for residents of the housing component of the Project, Base Rent shall be established at \$1.00 per year. At such time as options and future extensions may be considered, Base Rent will be the amount reasonably determined for Landlord to responsibly maintain the proposed Premises over the life of the building.
TENANT	

EXPENSES INCLUDING

UTILITIES:

In addition to the nominal Base Rent paid by Tenant, Tenant shall pay its pro-rata share of all operating and capital costs of the Project, including:

- 1) An annual amount to fund Replacement Reserves for the Project.
- 2) Utility Costs, which either will be separately metered or separately sub-metered (decision to meter or sub-meter made exclusively by Owner). See Exhibit D.
- 3) A commercial management fee in an amount not less than \$1,000.00 per year.
- 4) Tenant is responsible for payment of all Real Estate Taxes or other assessments attributable to the Premises by any government agency. If Tenant qualifies for a Welfare Tax Exemption, and files the necessary paperwork to obtain the exemption each year, Landlord will support the Tenant's application by filing its own required documentation.

MAINTENANCE:

Tenant will be responsible for its own interior maintenance, janitorial and municipal trash collection.

TENANT

IMPROVEMENTS:

The Owner will build out the ECEC at its own expense to the level specified as a "Warm Shell" by the City and County of San Francisco Mayor's Office of Housing and Community Development's Underwriting Guidelines (the "Guidelines"). Any improvements required or desired by Tenant shall be constructed at Tenant's sole expense, after obtaining Landlord's written approval of proposed improvements.

SECURITY DEPOSIT:

\$9,000.00 due at Rent Commencement.

INSURANCE:

Tenant will procure insurance as listed in Exhibit C to the RFP and provide Certificates of Insurance to Owner as requested.

PROPERTY TAXES:

Tenant will be responsible for Tenant's share of property taxes, if applicable. Notwithstanding, Landlord and Tenant acknowledge that Tenant may qualify for a Welfare Tax Exemption, and that it is in the Parties mutual interest to cooperate in a timely manner that allows Tenant to secure such exemption.

BROKER: Tenant hereby represents that it is not being represented by a Broker and there shall be no commissions owed to any outside party unless contracted directly with Landlord, if Tenant enters into a Lease for the Premises.

NON-BINDING: The purpose of this letter is not to bind the two parties legally, but is intended to document discussions for preparations of a Lease Agreement. The terms of this LOI are subject to the financial feasibility of the proposed development and financial underwriting of the Tenant, and satisfactory achievement of milestones as specified within the RFP.

AUTHORITY: Each of the parties represents that it has the right, power and authority to enter into this LOI and the authority to negotiate and enter into a written Lease.

TERMINATION: Each of the parties recognizes that time is of the essence in communications and decision making. Notwithstanding the non-binding nature of this LOI, each party has the right, power and authority to terminate with 60 days' notice or the following:

1. Both parties cannot come to agreement on material terms of the Lease Agreement.
2. Execution of Lease Agreement

Both Landlord and Tenant agree that any sums expended by either party, including but not limited to legal fees, architectural fees, and/or inspection fees, prior to lease execution shall not be recoverable by either party should negotiations fail for any reason and a Lease is not consummated.

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730 Stanyan Associates, L.P.,
a California limited partnership

By: 730 Stanyan TNDC GP LLC,
a California limited liability company,
its managing general partner

By: Tenderloin Neighborhood Development Corporation,
a California nonprofit public benefit corporation,
its manager

By: _____
Donald S. Falk
Chief Executive Officer

By: 730 Stanyan CCDC LLC,
a California limited liability company,
its administrative general partner

By: Chinatown Community Development Center, Inc.,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Malcolm Yeung
Executive Director

Agreed and Accepted:

By: _____

Its: _____

Date: _____

Exhibit B: Project Renderings and ECE Plan Diagram

See DropBox link:

https://www.dropbox.com/s/4s2g39opqyve6mg/730Stanyan_OMA_GF_ECE%20LAYOUT.pdf?dl=0

Exhibit C: Insurance Requirements

Insurance Requirements are not final, subject to change, and generally consist of two categories of requirements:

- 1) Project-Wide Insurance
 - a. The ECE will be responsible for its share of the overall annual cost for property and liability insurance for the entire Project.
 - b. This amount is estimated in Exhibit D.
- 2) ECE Insurance
 - a. The Provider will be responsible for maintaining certain coverages at its sole expense including but not limited to:
 - i. Commercial General Liability
 - ii. Property Insurance (to cover Tenant Improvements)
 - iii. Plate Glass Insurance
 - iv. Workers Compensation Insurance
 - b. Deductibles and occurrence amounts to be determined and subject to Owner and City approval.

Exhibit D: Licensing Requirements and Statement of Compliance

- 1) The necessary approvals and licenses from the State of California to operate the ECEC.
- 2) All necessary approvals and licenses from the City and County of San Francisco, including but not limited to the Office of Early Care and Education.
- 3) If Provider makes use of State and/or Federal funding for Tenant Improvement build out, the following requirements will apply:
 - a. The City and County of San Francisco Contract Monitoring Division (“CMD”) will set the Local Business Enterprise (“LBE”) and/or Small Business Enterprise (“SBE”) participation goal.
 - b. All bid solicitation activities are to be conducted in such a manner as to provide, to the maximum extent practical, open and free competition, and cost efficiencies.
 - c. The San Francisco LBE Directory of Certified firms can be searched by name or trade / specialty, and is found at <http://sfgov.org/cmd/search-our-online-directory-certified-firms>.
 - d. Conduct direct outreach to these Contractors and Subcontractors.
 - e. Maintain records of all outreach efforts made (emails, calls, etc.). Documentation of this outreach establishes Good Faith Effort.

By signing below, Provider agrees to obtain approval and/or comply with the above requirements.

Agreed and Accepted:

By: _____

Its: _____

Date: _____

Exhibit E: Cost of Operations

<u>Category</u>	<u>Expense</u>	<u>Annual Amount (\$)</u>	<u>Notes</u>
Paid to Owner	Rent	1.00	One dollar per year.
Paid to Owner	Commercial Management Fee	1,000	<ul style="list-style-type: none"> • Estimated; Subject to Change. • Covers Owner's expenses for management of commercial space.
ECE's Share of Project's Overall Obligations	Replacement Reserve	2,306	<ul style="list-style-type: none"> • Estimated. • Represents the Premises' portion of the overall Project's obligation to fund the Lender-required Replacement Reserve. • Pro-rata portion is determined by dividing the square footage of the Premises by the square footage of the overall Project. • Square footage of Premises and Project are subject to change. • Lender's determination of Replacement Reserve requirement is subject to change, and is currently estimated by the Owner to be \$31,000 per year. • Owner will collect the pro-rata portion from the Provider and forward payment to the Lender.
ECE's Share of Project's Overall Obligations	Project-wide Insurance	5,207	<ul style="list-style-type: none"> • Estimated. • Represents the Premises' portion of the overall Project's obligation for Property-wide liability and property damage insurance. • Pro-rata portion is determined by dividing the square footage of the Premises by the square footage of the overall Project. • Square footage of Premises and Project are subject to change. • Owner will collect the pro-rata portion from the Provider and forward payment to the insurance company.
<i>Subtotal:</i>		\$8,514.00	
ECE'S use of Premises	Electricity, Water, and Sewer	TBD; depends upon use	<ul style="list-style-type: none"> • Provider will be responsible for payment for its use of electricity, water and sewer. • There will be no gas on site (100% electric building). • It has not yet been determined if electricity and water/sewer will be separately metered or sub-

			<p>metered; either way, ECE's expense will depend upon its use. No "owner mark up."</p>
ECE'S use of Premises	Insurance Coverage	TBD; depends upon Provider's policy	<ul style="list-style-type: none">• ECE will be solely responsible for the cost to satisfy Owner's requirements for Provider's coverage.• This is separate from and in addition to the overall Project's insurance.• See Exhibit C.

Exhibit F: ECE RFP – Questions & Answers

This Q&A sheet covers questions that were answered in the ECE Center Pre-Submission Workshop held on August 9, 2021, as well as questions that CCDC and TNDC's development team received directly.

Q: Can the selected provider choose the ages served at the ECE Center, eg. focusing on programming for infants?

A: As long as the provider is serving infants through preschool-aged children, the provider can determine their own ratios and programming.

Q: Is the development team looking for a provider to serve strictly subsidized families?

A: The development team is looking to prioritize children that are residents of the project, followed by low-income members of the community. If there are still available spaces, then those spaces could be provided for children in the broader City of San Francisco. These priorities are outlined on Page 9 of the RFP.

Q: What is the development team looking to see in applicant responses regarding attracting financing and planning the physical space?

A: The development team will be looking for applicants to share past financing and project management experiences. Applicants should also provide details on how they plan to build out the TI space – thinking through the layout, furnishings, programming, budget, and design team coordination.

Q: What does the development team forecast in terms of future childcare needs within the project, especially the prospect of children living at 730 Stanyan aging out of childcare programming as they grow up?

A: The development team cannot yet predict the demographics of the building, as it is at least four years from coming on the market. But there is no shortage of need for ECE programming serving low-income families in the neighborhood and broader city.

Q: What can applicants do to highlight their work on diversity, equity, and inclusion?

A: The narrative section of the RFP response is a great opportunity to share how the values of diversity, equity, and inclusion have been central in past and present programming and collaborations.

Q: What other services and commercial spaces will be present at the building? Will there be an opportunity to collaborate with them?

A: The development team is currently considering four other commercial spaces for the site: a mini food hall / chef incubator space; a Transitional-Aged Youth (TAY) drop-in center; a technical training center; and a senior center. The senior center RFP is planned for release in late 2021, and RFPs for the remaining three spaces will follow in 2022. Additionally, Tenant and Community Services staff will be situated in a Services Suite on the ground floor. The development team is open to ECE providers collaborating on shared initiatives with other commercial space providers as well with Tenant and Community Services.

Q: Is the 730 Stanyan architect planning to provide the interior design for the selected provider?

A: The selected provider is expected to procure their own design team and work closely with them to develop an interior design scheme for the ECE Center. The 730 Stanyan development and design teams will participate in an initial meeting with the provider and their selected design team. A bubble design for the ECE Center has already completed by Dorman Associates and restroom design will be completed by the 730 Stanyan architect.

Q: Has the development team selected a contractor?

A: Yes, the contractor is a joint venture between Cahill Contractors and Hercules Builders.

Q: Housing and supportive services for the unhoused is a pressing need in the Haight Ashbury neighborhood and broader District 5. How will the project address this population?

A: 730 Stanyan will set aside 25% of its units specifically for those experiencing homelessness.

Q: What is the development team *really* looking for in a proposal?

A: The development team worked hard to ensure that the scoring rubric is reflective of the team's selection priorities. The rubric is located on Page 13 of the RFP. Financial Viability, Program Concept, and Program Approach are weighted most heavily.

Q: Is the developer willing to offer a lease term longer than 5 years? The way it is written right now in the RFP, it implies a five-year initial lease term.

A: The development team is open to offering a term lease longer than 5 years.

Q: Will the development team provide a security system for the ECE Center and other commercial partners, or will the provider be expected to manage their own?

A: Commercial tenants are typically responsible for providing and managing their own security. Any overlaps between security provided for the residential portion of the building (eg. cameras on the ground floor) would be purely incidental, so it is the tenant's responsibility to provide the coverage they need. If there is security coverage provided in common areas of the building (eg. lobbies, hallways, community spaces) that the commercial tenant benefits from, part of that security cost may be included with CAM charges to commercial tenants on a pro rata basis.

Contact:

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