



**Request for Proposals**

**Childcare Center Lease for  
San Francisco Public Utilities Commission Headquarters  
525 Golden Gate Avenue  
San Francisco, CA 94102**

Date issued:	Thursday, July 11, 2024
Pre-proposal tour and meeting:	Thursday, July 25, 2024 8:30 a.m.
Proposal due:	Thursday, August 22, 2024 3:00 p.m.

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# 1 RFP Summary

## 1.1 Childcare Center Opportunity

The San Francisco Public Utilities Commission (“SFPUC”), a department of the City and County of San Francisco (“City”), owns and maintains its headquarters at 525 Golden Gate Avenue in San Francisco (“SFPUC Headquarters”) The SFPUC Headquarters is a 13-story, approximately 277,500 square-foot office building which opened in 2012.

The SFPUC is seeking proposals for the services of a qualified professional childcare provider (“Provider”) to manage and operate an on-site childcare and early education center (“Childcare Center”) in the SFPUC Headquarters under a lease with the City, through the SFPUC.

The SFPUC's goal is to provide a high-quality, well-regarded childcare program to serve its employees, other City employees, and the community as space provides. Only licensed Proposers (individually, a “Proposer,” and collectively, “Proposers”) experienced in providing and operating childcare programs shall be eligible for consideration of an award to enter into a lease with the City, through the SFPUC.

This Request for Proposals (“RFP”) describes the scope of services the City seeks from the selected Provider during the lease term, the City’s terms and conditions under which those services will be performed, and prescribes the form and content of responses to be submitted by interested respondents. The City intends to award a single lease to the highest-ranking respondent.

The City, acting by and through the SFPUC, intends to enter into a lease (“Lease”) with the successful respondent (“Tenant”) to this RFP.

The SFPUC may post additional information related to the RFP at <https://www.sfpuc.org/RFP-childcare-center> after issuance of the RFP. Proposers are responsible for consulting this website regularly for these updates.

## 1.2 Description of the Childcare Center

The Childcare Center is located on the ground floor of the SFPUC Headquarters on the south side of the building fronting Redwood Street. The Childcare Center has approximately 2,551 square feet of licensable program area (9,518 gross square feet) and approximately 1,652 square feet of fenced outdoor play area fronting Redwood Street, as shown in **Appendix A** (Floor Plans). A gate divides the outdoor play area to separate infants and preschoolers, as required by State law. The Childcare Center has the following configuration:

Ground Floor:

- a reception area with a stroller storage area;

- a director's office;
- an open program area;
- a conference room/staff workroom;
- kitchen, laundry, and storage areas;
- an approximately 736 square-foot classroom space;
- an approximately 414 square-foot-classroom space; and
- an approximately 204 square-foot nap room.

Second Floor:

- two (2) classroom spaces comprising approximately 1,401 square feet total;
- an open program area;
- an adult workroom/break room;
- a demised library or program room;
- an isolation room or office; and
- storage areas.

### **1.3 Childcare Center Location and Neighborhood**

The SFPUC Headquarters is located in the Civic Center District. The surrounding buildings include the Federal Building at 450 Golden Gate Avenue, the San Francisco Superior Court at 400 McAllister Street, the California Supreme Court and First District Court of Appeals at 350 McAllister Street, and San Francisco City Hall. There are other City and State office buildings in the immediate area. The Civic Center District has a Community Benefit District to improve the beautification of the area and provide neighborhood ambassadors. More information about the Community Benefit District may be found at <http://www.sfciviccenter.org>. The University of California College of the Law, San Francisco campus is one block east of SFPUC Headquarters, and the Van Ness Corridor and the Opera Plaza complex are one block west. The Academy of Arts has nearby classrooms at 625 Polk Street and the San Francisco Conservatory of Music Bowes Center has residences and classrooms located at 200 Van Ness Avenue.

### **1.4 Tentative RFP Schedule**

The SFPUC has established the following target dates for the issuance, receipt, and evaluation of Proposals in addition to an award of a lease in response to this RFP. The following dates are tentative, non-binding, and are subject to change without prior notice:

Advertisement of RFP .....	July 2024
Pre-Submittal Tour and Informational Meeting .....	July 25, 2024 at 8:30 a.m.
Deadline for Proposers to Submit Questions .....	August 2, 2024 at 3:00 p.m.
Deadline for Proposers to Submit Proposals .....	August 22, 2024 at 3:00 p.m.
Optional Interviews and Site Visits .....	September 2024
Posting of Proposer Ranking .....	October 2024
San Francisco Public Utilities Commission Authorization to Execute Lease .....	November 2024
Estimated Lease Commencement Date (Date of Tenant’s Possession).....	January 1, 2025

**1.5 Pre-Submittal Tour, Informational Meeting, and Questions**

The SFPUC will conduct a tour of the Childcare Center starting at 8:30 a.m., on Thursday, July 25, 2024. It is the sole responsibility of the Proposer to attend a tour of the Premises (as hereinafter defined) to become familiar with the Premises’ physical conditions and limitations, perform their independent investigation, and become acquainted with the details required for their proposed use of the Premises. Therefore, attendance is strongly encouraged. Please RSVP to [RES@sfwater.org](mailto:RES@sfwater.org) and arrive promptly by 8:30 am to avoid disturbing the existing childcare center operations.

Immediately following the pre-submittal tour, the SFPUC will hold an informational meeting starting at 9:00 am. The meeting will be held in the Hetch Hetchy Conference Room located on the 13<sup>th</sup> Floor at 525 Golden Gate Avenue, San Francisco, CA.

City staff will address questions regarding the RFP at this meeting and provide any new information at that time. While City staff may provide oral clarifications, explanations, or responses to any inquiries, the City is not bound by any oral representation. If any new and/or substantive information is provided in response to questions raised at the pre-submittal meeting, the SFPUC will memorialize this information in a written addendum to this RFP. All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be submitted to [RES@sfwater.org](mailto:RES@sfwater.org) and [mmabutas@sfwater.org](mailto:mmabutas@sfwater.org). The deadline to submit questions is August 2, 2024. The SFPUC will provide any interpretation of, or make any change in, the RFP by addendum, which will become a part of the RFP and of any Agreement that the SFPUC awards. The SFPUC will make reasonable efforts to post any modifications to the RFP promptly on its website at <https://www.sfpuc.org/RFP-childcare-center>.

## 2 Scope of Services, Costs, Enrollment, and Operating Policies

### 2.1 Description of Services

The Provider will provide a high-quality, well-regarded childcare program to serve its employees, other City employees, and the community as space allows in the Childcare Center in accordance with the following scope of services and operating policies. The Provider will be solely responsible for the ongoing operation of the Childcare Center and for funding the day-to-day operations of the Childcare Center.

- a. **Program Capacity.** The SFPUC estimates that the Childcare Center will be licensed for up to 75 children, including infants, toddlers, and preschoolers (1.5 months old to 5.9 years old). The Department of Early Childhood (“DEC”) recommends a minimum of at least 50 square feet per child.
- b. **Pedagogy.** To ensure the quality of children’s daily experiences at the Center and promote positive child outcomes, the Provider should refer to the National Association of the Education of Young Children (NAEYC)’s Early Childhood Program Standards and Accreditation Criteria related to educational requirements for teaching staff, ongoing professional development, curriculum, family involvement, and other criteria for this RFP. The SFPUC seeks a Provider that can articulate a pedagogy that (1) reflects the NAEYC Developmentally Appropriate Practices in Early Childhood Programs Serving Children from Birth through Age 8 and the philosophy and program policies of the Program for Infant/Toddler Care; (2) offers a comprehensive curriculum plan that integrates the California Department of Education’s Infant/Toddler Learning and Development Foundations/Curriculum Framework and the California Preschool/Transitional Kindergarten Learning Foundations/Curriculum Framework; and (3) will include all learners and children with multiple abilities.
- c. **Program Participation.** The Provider will participate in the DEC Early Learning San Francisco (ELS) and/or Preschool for All programs and participate in quality improvement activities provided through DEC; contingent upon the continued availability of City support for Early Learning Scholarship and/or Preschool for All and Quality Connections participation.
- d. **Licensing.** The Provider will maintain good standing with California Department of Social Services Community Care Licensing Division regulations and have no outstanding citations at the time of its Proposal submission or Lease execution.
- e. **Hours of Operation/Holiday Closures.** The Childcare Center’s hours of operation would generally be Monday – Friday: 7:00 a.m. to 6:00 p.m., although special arrangements may be made for early/late closure with reasonable prior written notice by either party. The Childcare Center will be closed for all twelve (12) of the following City and County of San Francisco observed holidays:

New Year's Day	January
Martin Luther King's Birthday	January
President's Day	February
Memorial Day	May
Juneteenth	June
Independence Day	July
Labor Day	September
Indigenous People's Day	October
Veterans' Day	November
Thanksgiving Day	November
Day after Thanksgiving	November
Christmas Day	December

- f. Ongoing Operations.** The Provider will be responsible to:
- i.** provide the highest quality early childhood education based on established criteria related to educational requirements for teaching staff, ongoing professional development, curriculum, family involvement, etc.;
  - ii.** oversee day-to-day operations of the Childcare Center;
  - iii.** operate the Childcare Center in compliance with the California Department of Social Services Community Care Licensing Division regulations and respond to requests and/or concerns of any regulatory agency;
  - iv.** hire and maintain qualified staff (no waiver permitted for the hiring of any person with a criminal record);
  - v.** train and evaluate staff;
  - vi.** provide daily structured learning activities;
  - vii.** provide nutritional meals (breakfast and lunch) and snacks (there is no cooking on the premises but Tenant may install a warming oven to keep meals warm);
  - viii.** maintain a clean and hygienic Childcare Center to ensure safe and sanitary conditions and to meet the health and safety requirements of State licensing



regulations;

- ix. provide supervision of Childcare Center staff by the Director or Assistant Director during all hours the Childcare Center is operating;
  - x. maintain the Department of Early Childhood standards for Early Learning San Francisco program teacher-child ratios for the proper supervision of children at all times;
  - xi. ensure that all persons providing services to the Childcare Center, including subcontractors, successfully undergo a criminal background check using the California Department of Justice's Live Scan service or an equivalent fingerprint-based review;
  - xii. implement fiscal cost controls to ensure cost-effectiveness while maintaining high-quality Childcare Center operations;
  - xiii. administer the enrollment process: applications for enrollment, waitlist, orientation, and collection of all fees and tuition payments from families;
  - xiv. collect, bill, and deposit all fees from families;
  - xv. provide the Childcare Center annual operating cost budgets to the SFPUC;
  - xvi. submit monthly reports to the SFPUC, as provided in Exhibit H of the Lease;
  - xvii. provide an audited annual report (or similar audited financial statement) that indicates the Provider's annual revenues and expenses relating to the operation of the Childcare Center. The Provider will not be reimbursed for the cost of the audited annual report; and
  - xviii. oversee the assessment of children's development and the development of the program in each room and the Childcare Center as a whole.
- g. Evaluation of Provider's Performance.** The Provider will allow its childcare program to be evaluated by the DEC, using agreed-upon measures to determine the program's effectiveness. The DEC reserves the right to have evaluators, using agreed-upon measures, review and evaluate the Provider's program to determine whether quality standards are being met.
- h. Lease Terms and Conditions.** Tenant must execute a lease substantially in the form attached as **Appendix C** to this RFP. The SFPUC reserves the right to make changes to the form of Lease attached to this RFP. Please note that the Lease contains terms and conditions that are not described in the body of this RFP but are required for City approval of the final Lease. It is Tenant's responsibility to thoroughly review and understand the terms and conditions of the Lease. City staff cannot offer advice regarding the terms and conditions of the Lease.

## 2.2 Childcare Center Costs primarily paid by the SFPUC

- a. **Building and Building Systems.** The SFPUC will provide and pay for the security, operation, maintenance, and repair of the building and the building systems (which shall be defined as the heating, cooling, plumbing, electrical, and structural systems).
- b. **Utilities.** The SFPUC will provide all basic utility services to the Childcare Center such as water, sewer services, gas, and electricity, but will not provide telephone and data services.
- c. **Janitorial.** The SFPUC will provide basic janitorial services regarding the Childcare Center as specified in the Lease.
- d. **Maintenance.** The SFPUC will have certain maintenance obligations regarding the Childcare Center as specified in the Lease.
- e. **Building Security.** The SFPUC will provide security services for the building. Security cameras are installed around the building perimeter including the entrance to the Childcare Center but not in the Childcare Center. Entry to the Childcare Center will be controlled by keycard access. Issuance of keycards for access to the Childcare Center will be limited to the Provider and Childcare Center staff. The SFPUC will provide initial keycards for Childcare Center staff, and the Provider will be required to pay a reasonable fee for lost keycards or the issuance of additional replacement keycards. Except by pre-arrangement, off-hour entry to the building and Childcare Center will not be permitted.

## 2.3 Childcare Center Costs paid by the Provider

- a. **Base Rent.** The selected Provider will pay rent for the Childcare Center in the annual amount of \$1.00 for an initial five (5) year lease term and the four (4)-year option term.
- b. **Security Deposit.** \$5,000.
- c. **Telephone and Data Services.** The Provider will procure and pay for telephone and data services. The existing high speed internet service for the childcare center costs approximately \$7,128 a year. The SFPUC is providing this rate for informational purposes only and cannot guarantee this rate. Respondents are advised that it may not be possible to use any other service provider.
- d. **Insurance.** The Provider will procure and pay for the insurance required by the City and other public agencies. The Provider should refer to the insurance requirements in Section 19 of the Form of Lease attached as Appendix C.
- e. **Janitorial.** The Provider will have certain janitorial obligations regarding the Childcare Center as specified in the Lease.
- f. **Maintenance.** The Provider will have certain maintenance obligations regarding the interior of the Childcare Center as specified in the Lease.

- g. Furniture and Appliances.** The Provider will procure and pay for all furnishings of the Childcare Center including children’s furniture (indoor and outdoor), storage furniture, office furniture, area rugs, all appliances (including refrigerators, freezers, microwaves, dishwasher, and washer and dryer for laundry), audio-visual equipment, and security devices within the Childcare Center. All appliances must be pre-approved by the SFPUC before installation. There is 208v service available for a dryer and dishwasher and 120v service available for all other appliances.
- h. Office Equipment and Operating Supplies.** The Provider will procure and pay for all equipment in the Childcare Center not provided by the SFPUC, including office equipment such as copy machines, computers, telephones, and office supplies. The Provider will procure and pay for all operating supplies, including additional keycards, toys, and books.
- i. Signage.** The Provider will procure and pay for any signage external to the Premises but within the Building. Such internal signage within the Building is extremely limited, must be approved in advance by the SFPUC, in its sole discretion, must be consistent with signage concepts for the building, and must comply with all laws and codes including those of the Civic Center Historic District. Exterior signage on the Building will not be allowed.
- j. Parking.** There are white zones on Polk Street and Golden Gate Avenue providing limited vehicle loading and unloading of passengers. Nearby metered street parking is available. Underground paid public parking (not reimbursable) may be available on a first-come, first-served basis at the Civic Center Garage.

## 2.4 Enrollment Policies

The Childcare Center will prioritize serving the children of SFPUC employees, the children of other City employees, and the children of the community surrounding the SFPUC Headquarters which includes the 94102 (Tenderloin) and 94103 (South of Market) zip codes. Most of the census tracts within these two zip codes are considered either disadvantaged or environmental justice communities according to demographic and environmental data presented in local<sup>1</sup>, state<sup>2</sup>, and federal<sup>3</sup> screening tools, and should be prioritized accordingly.

- a. Subsidized Enrollment Spaces.** Tenant will maintain an enrollment that ensures at least 25

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<sup>1</sup> Environmental Justice Communities Map, *SF Planning*, [https://generalplan.sfplanning.org/images/environmental-justice-framework/Environmental\\_Justice\\_Communities-Map.pdf](https://generalplan.sfplanning.org/images/environmental-justice-framework/Environmental_Justice_Communities-Map.pdf)

<sup>2</sup> CalEnviroScreen 4.0, *California Environmental Protection Agency's Office of Environmental Health Hazard Assessment*, [https://experience.arcgis.com/experience/11d2f52282a54cee6184203/page/CalEnviroScreen-4\\_0/](https://experience.arcgis.com/experience/11d2f52282a54cee6184203/page/CalEnviroScreen-4_0/)

<sup>3</sup> Climate and Economic Justice Screening Tool, *White House Council on Environmental Quality*, <https://screeningtool.geoplatform.gov/en/#3/33.47/-97.5>

percent (25%) of its enrollment are children whose households can access subsidized services through a [California Title 5 Subsidized Child Care](#)<sup>4</sup> contract, tuition subsidy vouchers, or the City-funded [Early Learning San Francisco \(ELS\) program](#)<sup>5</sup>. ELS sets the income eligibility threshold by using a percentage of the Maximum Income by Household Size published by the Mayor’s Office of Housing and Community Development and derived from Unadjusted Area Median Income (AMI) for the U.S. Department of Housing and Urban Development Metropolitan Fair Market Rent Area for San Francisco (“ELS AMI Threshold”). Tenant must obtain government and/or private contracts and/or grants sufficient to maintain such enrollment. The percentage of Subsidized Enrollment Spaces can be renegotiated to reflect changes in the ELS AMI Threshold or changes in tuition subsidy programs.

- b. Full Cost Enrollment Spaces.** Tenant will periodically publish its Full Cost Space fee schedule and will not charge more than its published fees.
- c. Enrollment Priorities.** For both the Subsidized Spaces and Full Cost Spaces, Tenant’s enrollment priorities will be as follows:
  - i. the first priority will be the children of SFPUC employees;
  - ii. the second priority will be the children of other City employees;
  - iii. the third priority will be the children whose households reside within the 94102 or 94103 zip codes *and* whose family income is equal to or less than the ELS AMI Threshold; and
  - iv. the fourth priority will be the children whose households reside in other City zip codes *and* whose family income is equal to or less than the ELS AMI Threshold.

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<sup>4</sup> California Title 5 Subsidized Child Care (Title 5) is funding by the State of California provided directly to childcare centers for a fixed number of childcare slots. Title 5 offers a variety of contracted program such as the General Child Care Program for infants-to-twelve-years-olds, and the California State Preschool Program .

<sup>5</sup>The Early Learning San Francisco program is administered by the San Francisco Department of Early Childhood and funded by [Proposition C](#) to support early care and education for infants-to-five-year-olds.

- d. **Family Support Services.** The SFPUC Community Benefits Division recommends the childcare operator offer services to families including assistance with benefit renewal, available family resources, and other basic needs support. These support services will help support families holistically, beyond day-to-day childcare needs.
- e. **Bilingual Education or Language Immersion Program.** While not a mandatory requirement for the award of the Lease, the SFPUC would like the Provider to offer, either individually or through a partnership, a high-quality bilingual or language immersion program.
- f. **Part-Time Enrollment.** While not a mandatory requirement for the award of the Lease, the SFPUC would like the Provider to offer part-time enrollment to accommodate parents who work a hybrid office/remote schedule.

### 3 Minimum Qualifications

Each Proposer must demonstrate that it has met the minimum requirements set forth and that it can successfully perform all of the required operating services as described above. The SFPUC may reject proposals from Proposers that do not clearly demonstrate possession of the minimum qualifications without further consideration. The SFPUC reserves the right to request clarification from Proposers who fail to meet any minimum qualification requirement(s) before rejecting a proposal. If required information is complete, but the SFPUC determines that the Proposer does not meet minimum qualifications, the Proposer may be deemed non-responsive.

- a. The Proposer must be a corporation, limited liability company, or other legal entity organized and qualified to do business in the State of California. The Proposer must be or become before the Lease execution, an approved City Supplier (<https://sfcitypartner.sfgov.org/pages/become-a-supplier.aspx>).
- b. If the Proposer is a nonprofit organization, the Proposer must provide proof of its tax-exempt status.
- c. The Proposer must demonstrate at least three (3) years of experience operating and providing licensed childcare services with a childcare facility similar in size and scope as described in this RFP. To meet the minimum qualification requirements, a Proposer must provide annual reports (or similar audited documents) that indicate the Proposer's revenues and expenses for the past three (3) years relating to operating childcare services. Failure to submit such documentation may render the Proposal non-responsive and thus ineligible for consideration.
- d. The Proposers must demonstrate the Director and Site Supervisor have these minimum qualifications:
  - i. An undergraduate degree (B.A. or B.S.) in Child Development, with a graduate degree in early childhood education or a similar degree preferred;
  - ii. A minimum of three (3) years of experience as a site supervisor or coordinator

- for a childcare facility similar in capacity to the Childcare Center;
- iii. Experience serving infants/toddlers (ages 3-36 months); and
  - iv. Experience running a mid-sized (50 or more children) early childcare facility
- e. The Proposer must demonstrate experience in providing services in San Francisco through California Title 5 Subsidized Child Care contracts/subcontracts, and/or the Early Learning San Francisco program and/or other government-funded subsidies.
  - f. The Proposer must demonstrate sufficient financial capacity and experience to operate the proposed Childcare Center according to the terms of the Lease. The SFPUC reserves the right to request a credit report and additional financial information from each Proposer. Including the demonstrated ability to **(i)** pay the Security Deposit, **(ii)** procure the required insurance and all necessary permits and licenses, and **(iii)** hire and maintain sufficient qualified staff for the Childcare Center. The SFPUC may review the Proposer’s financial performance in other childcare facilities to determine whether the Proposer’s other childcare facilities have been solvent.
  - g. The Proposer must not be delinquent in the payment of all applicable business taxes, payroll taxes, sales taxes, and other assessments owed by the Proposer, and have filed all necessary tax returns with the United States Internal Revenue Service and California Franchise Tax Board.
  - h. The Proposer must not have filed for bankruptcy protection within the last five (5) years.
  - i. The Proposal demonstrates the Proposer’s understanding of the RFP requirements and ability to meet the requirements in a clear, concise, and logical manner.

## **4 Proposal Response Format**

### **4.1 Proposal Submission**

To ensure uniformity and ease of comparison and to make sure a Proposal is evaluated in the best possible manner, the following format for a response is required. Submissions in reply to this RFP must be in the form of a “Proposal” containing the response and all required supporting information and documents. The submittal should be prepared simply and demonstrate the Proposer’s capabilities to satisfy the requirements of this RFP. No enclosures will be accepted except those requested. Anything additional will be discarded and not considered. A Proposal should emphasize organization, completeness, and clarity. Any deviation from the format may cause the City, in its sole discretion, to reject a Proposal.

- a. Email Submission.** Proposals only be accepted by email and must be received no later than 3:00 p.m. on August 22, 2024, at [RES@sfgov.org](mailto:RES@sfgov.org) with a copy emailed to Facilities Manager Maria Mabutas at [mmabutas@sfgov.org](mailto:mmabutas@sfgov.org). A Proposal submitted with

incomplete or missing forms, or received after 3:00 p.m. on August 22, 2024, may be deemed non-responsive and rejected. After a Proposal has been submitted, no modifications to the Proposal will be permitted after the due date.

**b. All Proposals must be clearly marked “Proposal for Childcare Center Lease” in the subject line. Late Proposals will be rejected.**

**c. Proposal Format.** Proposals must consist of the following:

- i. **Cover Letter.** The Proposer must submit a one-page cover letter that includes the title, address, e-mail address, and telephone number of the person(s) who will be authorized to represent the Proposer and signed by an owner or officer of the proposing agency who has the authority to bind the Proposer to all commitments made in the Proposal.
- ii. **Section (1) Written Proposal** (see required subsections below)
- iii. **Section (2) Cost Proposal** (see required subsections below)

**d. Conditional of Submission**

- i. The Proposal may not be altered in any way after the Deadline for Proposers to Submit Proposals.
- ii. The Proposer agrees that submission of a Proposal, properly completed and signed by an owner or office of the proposing firm, who is duly authorized to bind the Proposer, constitutes, an agreement to accept all conditions, provisions, requirements, and specifications contained in this RFP. If a Proposal involves a joint venture, all parties to the joint venture must sign the package. Submission of Proposals that include rates signifies that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.
- iii. The Proposal shall be binding for no less than one hundred twenty (120) days.
- iv. The Proposer must comply with City and County ordinances and leasing contracting requirements. For more detailed information, see the Office of Contract Administration website at <https://sfgov.org/oca/qualify-do-business>. The lease and contract requirements include general liability, errors and omissions, auto insurance, compliance with the equal benefits ordinance, Contract Monitoring Division (CMD) requirements, and possession of a current San Francisco business tax certificate.
- v. The Proposer agrees that all costs incurred in developing a Proposal are the Proposer’s sole responsibility and at the Proposer’s cost. The City accepts no responsibility for any costs incurred by Proposers. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

## 4.2 Proposal Requirements and Format

### Written Proposal (50 Points Total)

- a. **Statement of Philosophy and Mission Statement (one-page maximum).** Provide a brief statement about the Proposer that shares background information, program philosophy, and mission, including the most important goals of an early childcare program as it relates to each age range; detail the salient features of the Proposer and the conclusions as to the reasons why the Proposer is most qualified and should be selected.
- b. **Programming Curriculum (two-page maximum)**
  - i. Describe an overall curriculum philosophy and approach. If a particular curriculum is subscribed to, name it. Develop separate typical activity/daily routines and rationale for each age range. Describe what processes, procedures, and tools will be used to ensure high-quality childcare and early learning programming and environments. Explain how the Proposer's program for young children will facilitate strategic planning and program evaluations in areas of quality curriculum, and assessments in support of learning objectives for children.
  - ii. Describe the Proposer's record in providing program services that address the cultural and linguistic needs of children and their families (beyond translation of materials). This includes the capacity to tailor services to diverse types of families.
- c. **Staffing Qualifications and Experience.** Detail the educational attainment level and relevant experience of all teaching staff and provide a resume of each staff member. Detail the educational attainment level and relevant experience of all lead staff that will be the Childcare Center administration and provide a resume of each staff member. If the staff has yet to be hired, include detailed job descriptions with salary ranges, requirements, and recruitment strategies to ensure the appropriate hire. Describe how the Proposer trains staff and describe the annual budget for staff training. Describe what incentives the Proposer provides, if any, to encourage staff to seek outside training, certification, education, or college degrees.
- d. **Program Operation and Staff Patterning.** Explain in detail the schedule of operation and the proposed staffing pattern which reflects all parts of the day to ensure adequate coverage will be maintained (including adult-child ratios and group sizes) in the classrooms.
- e. **Scope of Services.** Explain how the Proposer's program will provide a quality curriculum, facilitate strategic planning and program evaluations to support learning objectives for children, offer developmental screening to identify children with special needs, address risk management and meet health and safety standards. Provide a copy of the Parent Handbook and the Staff Handbook.



- f. **Food and Nutrition.** Describe the proposed food and nutrition services to be provided (no on-site cooking permitted).
- g. **Partnerships.** Describe the Proposer's plans to generate family support and involvement in its program. Describe how the Proposer will provide or partner to provide family support services, including support for enrollment in subsidized tuition programs. Explain how your organization works with shared governance as it relates to staff, children, and parents.
- h. **Enrollment Administration and Fundraising.** Describe a proposed strategy and metrics to ensure the enrollment policies and priorities outlined in Section 6.j. (Enrollment Policies) of this RFP will be achieved. Describe the Proposer's methodology for calculating tuition and scholarships, including the processes, procedures, and tools used to ensure the fees charged are in keeping with the economy and a family's ability to pay. Describe how the Proposer will administer a waiting list.
- i. **Facility Startup.** Describe any prior experience the Proposer has had with the start-up of a high-quality early childcare program. Provide a timeline for the start-up of the Childcare Center, assuming the Proposer is selected as the Provider. Describe initial and ongoing marketing strategies to advertise the Childcare Center.
- j. **References.** Provide a minimum of three (3) company references, including the name, address, e-mail address, and telephone number of persons/agencies that can attest to the Proposer's performance as it relates to providing high-quality childcare. As part of the Proposal submission, the Proposer must sign a waiver for release of liability (See **Appendix E**). The City will not be responsible for non-responsive references or references with incorrect contact information. A reference will be found non-responsive if the Proposer's information cannot be verified by a reference within seven (7) calendar days of the first contact attempt by city staff. The City may, at its discretion, contact any number of individuals, entities, or firms provided in the references.
- k. **Annual Report.** *[Required for submission but will not be scored.]* Provide annual reports (or similar audited documents) that indicate the Proposer's revenues and expenses for the past three (3) years relating to operating childcare services.

**Cost Proposal (25 Points Total).** The data provided in the Cost Proposal may be rejected and excluded from the score tabulation (e.g., a score of zero for the Cost Proposal evaluation) if it is found to be materially inconsistent with any of the information provided in Section 1 – Written Proposal. For example, the staff proposed in the Written Proposal must be consistent with the staff members listed in the Cost Proposal. The Cost Proposal shall identify the Childcare Center costs and projected incomes with necessary explanations/detail (including a Budget Narrative). The Cost Proposal must include the following components:

- a. **Maximizing Economy and Operational Effectiveness.** Describe the Proposer's methodology for providing access to high-quality early care and education services that minimize cost and maximize economic and operational effectiveness, including information on the Proposer's budget planning and account services.

**b. Projected Operating Budget and Narrative.** Provide a detailed operational budget (Appendix D Spreadsheet), with narratives as needed, that includes the following:

- i. Tuition/Fee Schedule: 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, etc.) Specify the number of hours of care per day the tuition fee reflects. Indicate, the extra fees, if any, charged to families for additional childcare hours.
- ii. Identify the cost per week for each category of user and any additional costs to users beyond tuition. Specify which services are included in the tuition or not (e.g., food, special classes, etc.).
- iii. Provide information on the scholarship, financial aid, and any other type of tuition assistance provided to families, including policies and procedures and applications for tuition assistance.
- iv. Income: identify all Proposer income, including other sources of income predicted as revenue (e.g., food subsidies, fees, fundraising, etc.).
- v. Salaries and Staff Costs: identify all employees' salary costs and benefits.
- vi. Insurance: Refer to the insurance requirements included in Section 19 of Appendix C (Form of Lease) and identify projected insurance costs.
- vii. Building Services Related Costs, not covered by City: Telephone and Data Services, additional keycards
- viii. Consumable Supplies: Food, kitchen, and classroom supplies
- ix. Program Costs: identify all program costs
- x. Administrative Costs: identify administrative costs, professional development, substitutes, marketing expenses, and any other expenses predicted for the operation of the Childcare Center

## **5 Evaluation and Selection Criteria**

### **5.1 Initial Review**

Before submitting Proposals to the Selection Panel for review, City staff will conduct an initial responsiveness review of each Proposal. Proposals will be reviewed for completeness and satisfaction of minimum qualifications, format requirements, verifiable references, and responsiveness to the RFP requirements.

Proposals determined to be non-responsive during initial screening will be rejected and will not be considered in the evaluation process described below.

## **5.2 Selection Panel**

The Selection Panel will be comprised of three or more individuals who are knowledgeable on the subject matter and may include staff from the SFPUC, other City agencies such as DEC, and/or other organizations including key stakeholders in San Francisco’s early care and education field. The Selection Panel will score each of the Proposals under the criteria established in the Evaluation Criteria section below.

Proposers will be scored and ranked starting with the Proposer receiving the highest score, and then continuing with the Proposer receiving the second highest score, and so on. Only the top three (3) ranked Proposers are eligible to be short-listed to continue with Oral Interviews.

## **5.3 Oral Interviews and Optional Site Visits**

The Selection Panel will hold Oral Interviews and optional site visits with each of the short-listed Proposers. Interviews will be held on the date presented in the tentative RFP schedule. The City reserves the sole right to revise such dates or to not hold any oral interviews.

The City reserves the right to conduct a site visit of each Proposer’s childcare centers. If the site visits are scheduled, the City will provide the Proposers with prior notice of the schedule.

The City will send a letter to all short-listed proposers regarding the format of the interview and site visit with the scoring criteria to be evaluated. The interview will consist of standard questions from the selection panel and may include follow-up questions if clarification of the Proposer’s response is necessary. The same set of interview questions will be used for all Proposers. Note that the oral interview questions may differ from the Proposal evaluation criteria. The selection panel will evaluate each Proposer based on each Proposer’s responses during the Oral Interview and the criteria set for the optional site visits.

## **5.4 Final Scoring**

### **Written Proposal**

**50 points (available)**

1. Philosophy and Mission Statement
2. Programming Curriculum
3. Staffing Qualifications and Experience
4. Program Operation and Staff Patterning
5. Scope of Services
6. Food and Nutrition
7. Partnerships

8. Enrollment Administration and Fundraising
9. Facility Startup
10. References

**Cost Proposal** **25 points (available)**

1. Maximizing Economy and Operational Effectiveness
2. Projected Operating Budget (Appendix D) and Tuition/Fee Proposal

**Oral Interview and Site Visit** **25 points (available)**

**Total** **100 points**

The short-listed Proposers will be ranked starting with the Proposer receiving the highest total score, then continuing with the Proposer receiving the second highest total score, and so on. The Proposer with the highest total score will be identified as the highest-ranked Proposer eligible to proceed with the award of a Lease.

## **6 Award of Lease**

### **6.1 Standard Lease Language and City Requirements**

The successful Proposer will be required to enter into a lease substantially in the form of the Lease attached to this RFP as **Appendix C**. Failure to timely execute the lease, or to furnish all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a lease offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages

### **6.2 Award of Lease**

The Lease will be awarded to the successful Proposer. After the Proposer executes the Lease, the Lease will be subject to approval by the SFPUC. If the successful Proposer fails to execute the Lease within ten (10) days of the delivery of the final Lease, the SFPUC will have the right to enter into the Lease with the next highest-ranked Proposer. If the successful Proposer fails to commence Childcare Center operations within sixty (60) days after Lease approval and execution by the SFPUC, the SFPUC will have the right to immediately terminate the Lease and enter into a Lease with the next highest-ranked Proposer.

## **7 Terms and Conditions for Receipt of Proposals**

### **7.1 Errors and Omissions in RFP**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to [RES@sfgwater.org](mailto:RES@sfgwater.org) promptly after discovery, but in no event later than five working days before the date for receipt of Proposals. Modifications and clarifications will be made by addenda as provided below.

### **7.2 Change Notices**

The City may modify the RFP, before the Proposal due date, by issuing Change Notices, which will be posted on <https://www.sfpuc.org/RFP-childcare-center>. The Proposer shall be responsible for ensuring that its Proposal reflects all Change Notices issued by the City before the Proposal due date regardless of when the Proposal is submitted. Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal due date, to determine if the Proposer has downloaded all Change Notices.

### **7.3 Objections to RFP Terms**

Should a Proposer object on any ground to any provision or legal requirement set forth in this RFP, the Proposer must, not more than ten calendar days after the RFP is issued, email [RES@sfgwater.org](mailto:RES@sfgwater.org) 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.

### **7.4 Term of Proposal**

By submitting a proposal for consideration, the Proposer agrees that: (1) the proposed services and prices constitute an offer that is irrevocable for 120 calendar days from the proposal submission deadline, and that the City may accept the offer at any time after submission through the end of the 120th calendar day following the proposal submission deadline; and (2) the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

### **7.5 Revision of Proposal**

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

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

At any time during the Proposal evaluation process, the 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.

## **7.6 Reservation of Rights by City**

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

- Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
- Reject any or all Proposals;
- Reissue a Request for Proposals;
- Before the submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment, or services to be provided under this RFP, or the requirements for contents or format of the Proposals;
- Procure any services specified in this RFP by any other means; or
- Determine that no lease will be pursued.

## **7.7 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 the RFP or excuse the Proposer from full compliance with the specifications of the RFP or any Agreement awarded pursuant to the RFP.

## **7.8 Financial Responsibility**

The SFPUC accepts no financial responsibility for any costs incurred by a Proposer in either responding to this RFP, participating in oral presentations, or negotiating a Lease with the SFPUC. The proposals in response to the RFP will become the property of the SFPUC and may be used by the SFPUC in any way it deems appropriate.

## **7.9 Return of Materials**

The SFPUC will not return documents or any information submitted in connection with a Proposal hereto unless the Proposer has properly designated financial portions of the Proposal as confidential at the time of submittal according to the terms above and has then clearly requested that such information be returned, and provided that the City is legally permitted to return such documents.

## **7.10 Proposer's Obligations Under the Campaign Reform Ordinance**

Proposers must comply with Section 1.126 of the San Francisco Campaign and Governmental Code, which states:

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

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

- The officer's re-election campaign;
- A candidate for that officer's office; and
- A committee controlled by the officer or candidate.

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

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

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

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

## **7.11 Sunshine Ordinance**

In accordance with San Francisco Administrative Code Section 67.24(e), Proposers' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a lease has been awarded. Nothing in this provision requires the disclosure of a private person's or entity'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 lease or benefit. Information provided which is covered by this section will be made available to the public upon request.

## **7.12 Public Access to Meetings and Records**

If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City-funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its proposal: (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

## **7.13 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.

# **8 Protest Procedures**

## **8.1 Protest of Non-Responsiveness Determination**

After receipt of proposals, the SFPUC will conduct an initial review of proposals. If staff determines that a proposal should be rejected because it is either non-responsive to RFP requirements or is otherwise unacceptable (e.g., fails to meet minimum qualification requirements set forth in the RFP), then the City will issue a Preliminary Notice of Proposal Rejection to the applicable Proposer(s).



If a Proposer believes that the City has improperly determined that its proposal should be rejected, Proposer may submit a written notice of protest within five working days of the SFPUC's issuance of a Preliminary Notice of Proposal Rejection. Such notice of protest must be received by the SFPUC prior to 5:00 p.m. on or before the fifth working day following the SFPUC's issuance of the Preliminary Notice of Proposal Rejection. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the laws, rules, local ordinances, procedures, and/or RFP provisions on which the protest is based. In addition, the Proposer must specify facts and evidence sufficient for the SFPUC to determine the validity of the protest.

The City, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Proposer that submitted the protest. Accordingly, the initial protest must include all grounds of protest and all supporting documentation or evidence reasonably available to the prospective Proposer at the time the protest is submitted. If the Proposer later raises new grounds or evidence that were not included in the initial protest, but which could have been raised at that time, then the City may decide not to consider such new grounds or new evidence.

Upon receipt of a timely and proper protest, the City will review the protest and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than the Proposer. The City may also consider supplemental correspondence or other information relating to the original ground(s) of protest submitted by a protesting Proposer to the extent the City determines that such information will assist it in resolving the protest. At the completion of its investigation, the City will provide a written determination to the Proposer that submitted the protest.

The City will consider only protests received within the time and manner specified. If a Proposer does not protest a Preliminary Notice of Proposal Rejection within the time and in the manner specified above, then the City's determination set forth in the preliminary notice will become final. A Proposer's failure to protest as specified above, on or before the deadline specified above, shall constitute a complete and irrevocable waiver of the ground(s) of protest and a forfeiture of the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

## **8.2 Protest of Agreement Award**

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

The notice of protest must include a written statement specifying in detail each and every one of

the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer and must cite the laws, rules, local ordinances, procedures, and/or RFP provisions on which the protest is based. In addition, the Proposer must specify facts and evidence sufficient for the City to determine the validity of the protest. All protests must be received by the SFPUC before 5:00 p.m. on or before the fifth working day following the SFPUC's posting of the results.

The City, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Proposer that submitted the protest. Accordingly, the initial protest must include all grounds of protest and all supporting documentation or evidence reasonably available to the Proposer at the time the protest is submitted. If the Proposer later raises new grounds or evidence that were not included in the initial protest, but which could have been raised at that time, then the City may decide not to consider such new grounds or new evidence.

Upon receipt of a timely and proper protest, the City will review the protest and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than the Proposer. The City may also consider supplemental correspondence or other information relating to the original ground(s) of protest submitted by a protesting Proposer to the extent the City determines that such information will assist it in resolving the protest. At the completion of its investigation, the City will provide a written determination to the Proposer that submitted the protest.

The City will consider only protests received within the time and manner specified. If a Proposer does not protest the SFPUC's issuance of a notice of intent to award the lease within the time and in the manner specified, above, then the City's selection will become final and SFPUC staff may proceed to recommend the highest-ranked Proposer for award by the SFPUC Commission. A Proposer's failure to protest as specified above, on or before the deadline specified above, shall constitute a complete and irrevocable waiver of the ground(s) of protest and forfeit the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

### **8.3 Delivery of Protests**

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

[RES@sfgwater.org](mailto:RES@sfgwater.org)

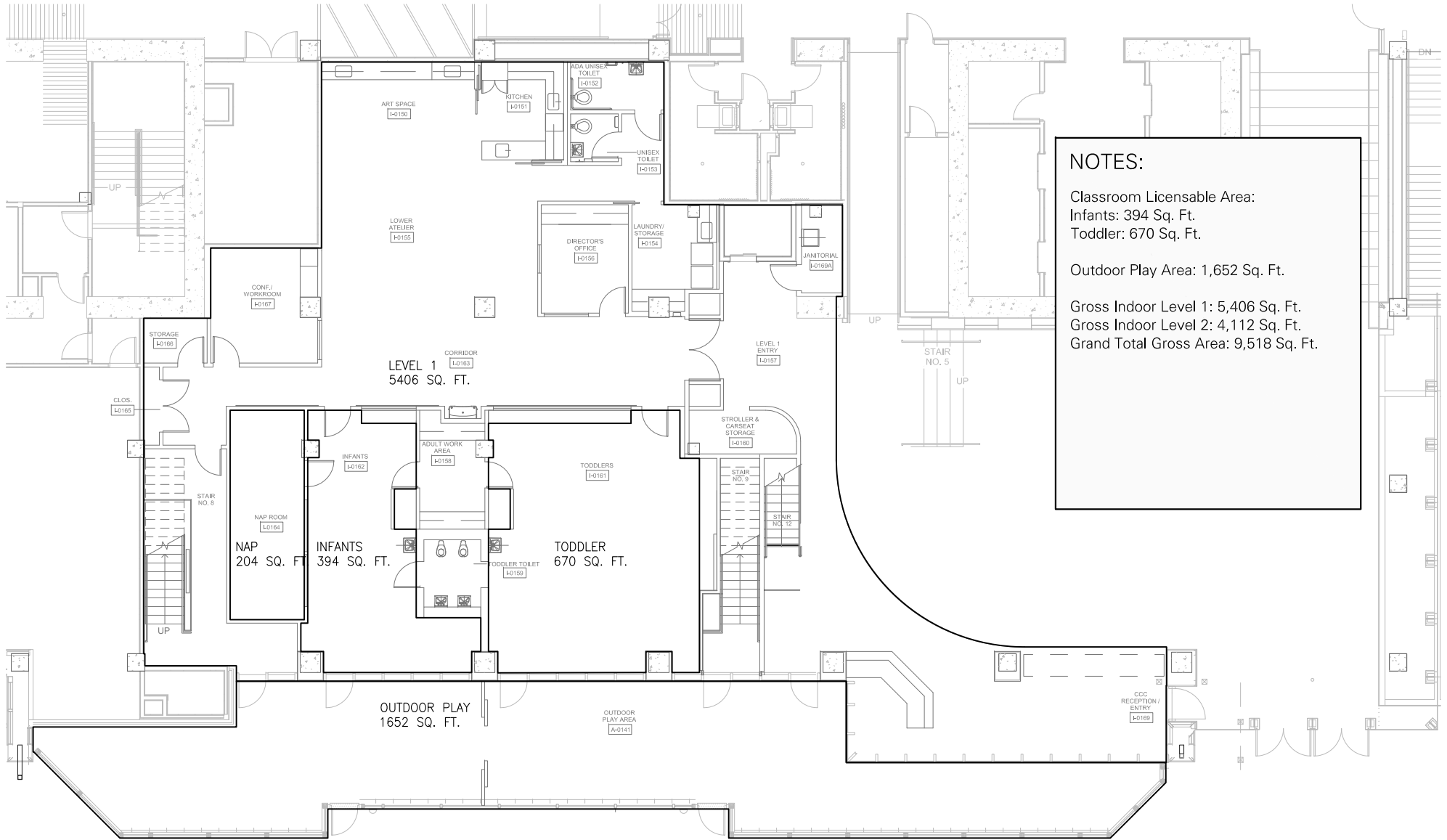
RE: RFP 525 Golden Gate Avenue Childcare Center

**END OF DOCUMENT**

**APPENDIX A**

**Floor Plans**

*[attached]*

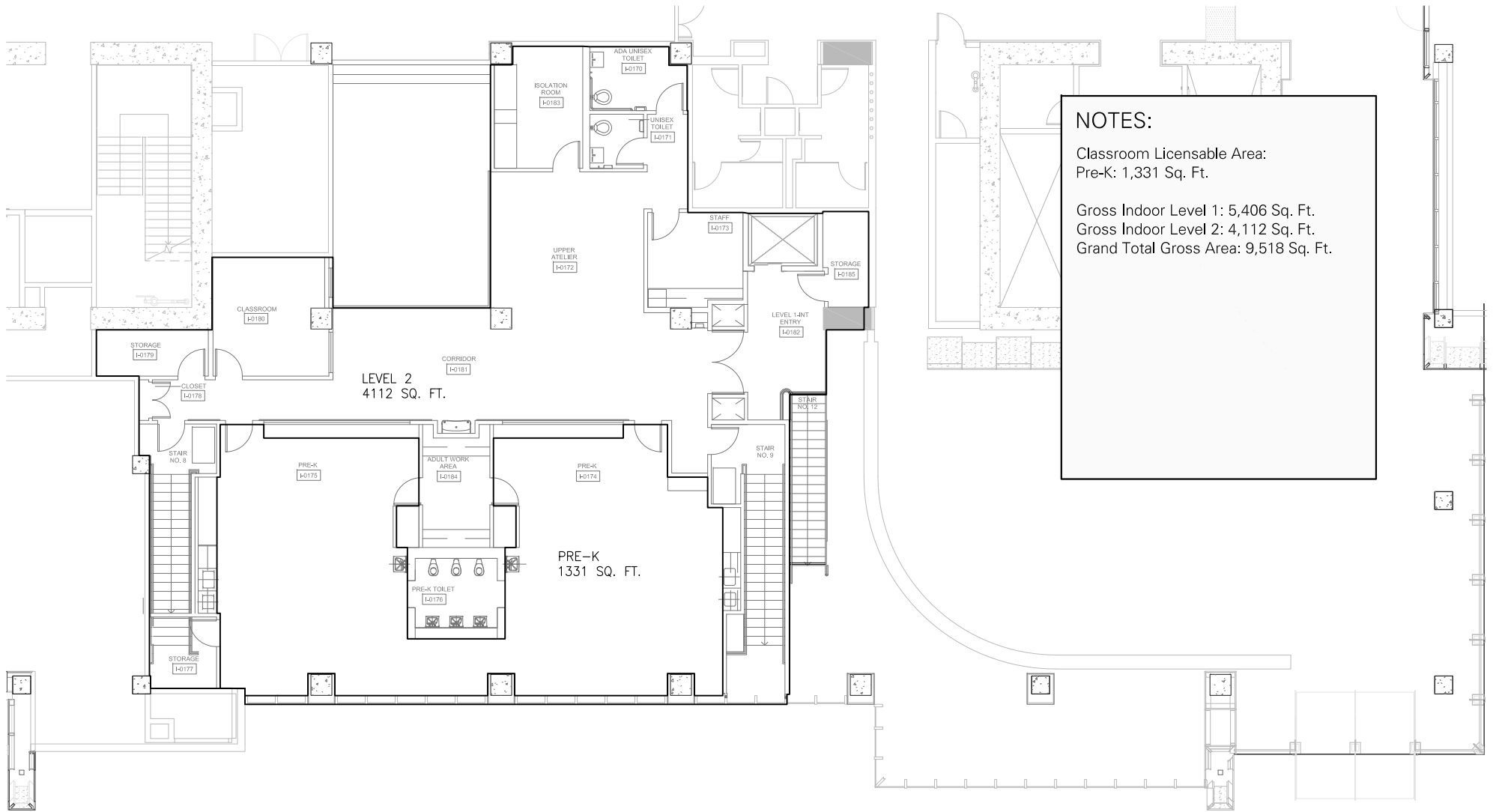


**NOTES:**

Classroom Licensable Area:  
 Infants: 394 Sq. Ft.  
 Toddler: 670 Sq. Ft.

Outdoor Play Area: 1,652 Sq. Ft.

Gross Indoor Level 1: 5,406 Sq. Ft.  
 Gross Indoor Level 2: 4,112 Sq. Ft.  
 Grand Total Gross Area: 9,518 Sq. Ft.



**APPENDIX B**  
**Photographs**

