

# Request for Proposals Community Hub Non-Profit Corporation Workstation License

Southeast Community Center 1550 Evans Avenue San Francisco, CA 94102

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Pre-proposal tour and meeting: Wednesday, January 28, 2026 at 10:30 am

Proposal due: Thursday, March 12, 2026 at 3 p.m.

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#### 1 RFP Summary

#### 1.1 Non-Profit Workstation License Opportunity

The San Francisco Public Utilities Commission ("SFPUC"), a department of the City and County of San Francisco ("City"), operates the Southeast Community Center at 1550 Evans Avenue in San Francisco ("SECC" or "Building"). The SECC opened on October 22, 2022, to replace the former Southeast Community Facility at 1800 Oakdale Avenue. The SECC provides programming in part to mitigate the environmental and social impacts of the SFPUC's Southeast Treatment Plant's expansion in the 1970s and 1980s, for the benefit first of the residents of the Bayview-Hunters Point community<sup>1</sup> and surrounding District 10 neighborhoods, and then the greater San Francisco community ("Local Community"). The SECC is a hub for the Local Community to gather, learn, play, and grow and serves as a connection between the Local Community and the SFPUC.

The City, through the SFPUC, issues below-market rent leases and licenses for office space and workstations on the third floor to qualified non-profit corporations ("**Resident Partners**"). The third floor of the SECC consists of three separate office suites, two classrooms, one conference room, a break room, a copy room, common areas, and an open plan office suite with nine workstations and two conference rooms (the "**Community Hub**"). Each workstation in the Community Hub consists of one desk, one side cabinet, one office chair, and an enclosure (collectively, a "**Workstation**").

The City, through the SFPUC, desires to enter into three-year licenses (each, a "License" or "Workstation License") with three qualified non-profit corporations (each, a "Licensee") under which each Licensee will use two Workstations for general office purposes and to support its provision of a particular type of programming. The SFPUC plans to enter into one Workstation License to support free drop-in and pre-registered programming in each of the following three program areas: education, job training, and senior programming (each, a "Program Area"). As a condition of the License, Licensees must offer a combination of drop-in and pre-registered programs at the SECC in a particular Program Area for a minimum of 720 hours per year (approximately 15 hours per week) that are open to the general public and free of charge ("Local Community Services").

Subject to availability through the SFPUC reservation system, Resident Partners share non-exclusive use of Copra Crane Conference Room #302 (11-person seating, 21-person

<sup>&</sup>lt;sup>1</sup> "Bayview-Hunters Point community" means and refers to the geographic area in San Francisco south of the southern curb line of Cesar Chavez Street, east of the eastern curb 20 line of U.S. Route 101, north of the City and County 21 boundary line shared with San Mateo County, and west of San Francisco Bay. The Bayview-Hunters Point community consists of portions of the zip code areas designated as 94107, 94124, and 94134.

occupancy), Shipyard Classroom #315 (12-person seating, 29-person occupancy), and Islais Creek Classroom #328 (20-person seating, 39-person occupancy) (together, the "**Third Floor Meeting Rooms**").

Resident Partners can also use publicly reservable multipurpose rooms and outdoor space at the SECC, and non-profit corporations with a charitable or public purpose are eligible for a discounted reservation rate. More information about the publicly reservable spaces and rates can be found here: <a href="https://www.sfpuc.gov/learning/come-visit/southeast-community-center">https://www.sfpuc.gov/learning/come-visit/southeast-community-center</a>.

This Request for Proposals ("**RFP**") describes the types of services in each Program Area the City seeks from respondents (each, a "**Proposer**") during the License term, the City's terms and conditions for the Licenses, and prescribes the form and content of responses to be submitted by interested respondents (each, a "**Proposal**"). The City intends to award a License for two workstations to the highest-ranking Proposer in each of the three Program Areas – education, job training, and senior services. The City reserves the right to award Workstation Licenses to the next highest-ranking Proposer for any Program Area if Workstations become available within three years of the Proposal due date. Proposers are encouraged to submit a Proposal highlighting their primary services that best align with a particular Program Area. If a Proposer ranks highly in more than one Program Area, SFPUC retains the discretion to determine which Proposal to award, based on the strength of other competitive Proposals within each Program Area.

The SFPUC may post additional information related to the RFP at <a href="https://www.sfpuc.gov/SECCRFP">www.sfpuc.gov/SECCRFP</a> after issuance of this RFP. *Proposers are responsible for consulting this website regularly for these updates.* 

#### 1.2 Description of the Southeast Community Center and Community Hub

The state-of-the-art, LEED Gold-certified SECC was opened in 2022 and is situated on a nearly five-acre parcel in a central location for the Bayview Hunters Point Community at 1550 Evans Avenue, at the intersection of Third Street. The SECC features an on-site café, a low-cost childcare center, public workspaces, free wi-fi, conference rooms, the Alex Pitcher Pavilion for community events, an amphitheater, a children's play area, outdoor tables and barbecue pits, swinging benches, and several small gardens and walking pathways. For more information, see: <a href="https://www.sfpuc.gov/learning/come-visit/southeast-community-center">https://www.sfpuc.gov/learning/come-visit/southeast-community-center</a>.

SECC Office Hours: 9 a.m. to 4 p.m.; Monday–Friday

Public Hours: 7 a.m. to 7 p.m.; Monday–Friday Event hours: 8 a.m. to 10 p.m.; Monday – Sunday

The SECC is served by the Muni T-Third light rail line and the Muni Bus Lines 15, 19, 41, and 99. Parking spaces and electric vehicle charging stations are available on-site for

visitors.

The Community Hub is located in Suite 301-A on the third floor of the SECC and consists of nine workstations and two non-exclusive conference rooms ("Community Hub Conference Rooms") in an open-plan suite. See Appendix A for floor plans and Appendix B for photographs of the Community Hub, Third Floor Meeting Rooms, Break Room, and Copy Room.

#### 1.3 Tentative RFP Schedule

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

#### 1.4 Pre-Submittal Tour, Informational Meeting, and Questions

The SFPUC will conduct a tour of the SECC and Community Hub starting at 10:30 a.m., on Wednesday, January 28, 2026 in the lobby. It is the sole responsibility of the Proposer to attend the tour to become familiar with the Community Hub's physical conditions and limitations, perform their independent investigation, and become acquainted with the details required for their proposed use of the Workstations. Therefore, attendance is strongly encouraged. Please arrive promptly by 10:30 a.m. to avoid disturbing the existing Community Hub operations.

Immediately following the pre-submittal tour, the SFPUC will hold an informational meeting. The meeting will be held on the second floor in the Bayview Multipurpose Room at the SECC.

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 presubmittal 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 <a href="RES@sfwater.org">RES@sfwater.org</a>. The deadline to submit questions is Wednesday, February 11, 2026 at 5 pm. The SFPUC will provide any interpretation of, or make any change in, this RFP by addendum, which will become a part of the RFP and of any License that the SFPUC awards. The SFPUC will make reasonable efforts to post any modifications to the RFP promptly on its website at <a href="https://www.sfpuc.gov/SECCRFP">www.sfpuc.gov/SECCRFP</a>.

#### 2 Summary of Workstation License Agreement

#### 2.1 Summary of Workstation License Terms

Licensees must execute a License substantially in the form attached as <u>Appendix C</u> to this RFP. The SFPUC reserves the right to make changes to the form of License attached to this RFP. Please note that the License contains terms and conditions that are not described in the body of this RFP but are required for City approval of the final License. It is a Licensee's responsibility to thoroughly review and understand the terms and conditions of the License. City staff cannot offer advice regarding the terms and conditions of the License.

- a. License Area: Two assigned workstation(s) inside the Community Hub commonly known as Suite 301-A (the "License Area"), together with the non-exclusive right to use with other licensees, tenants, and invitees of the Building, (i) the lobbies, corridors, elevators, stairways, restrooms, and break room located on the third floor of the Building, and other public areas of the Building and Property, (ii) subject to availability through a reservation system maintained by the SFPUC, the Third Floor Meeting Rooms (as defined above), (iii) the open plan areas of Suite 301-A, including the Community Hub Conference Rooms (as defined above) on a first-come first serve basis, and (iv) Common Area Office Equipment (defined below) (collectively, the "Common Area(s)").
- b. Permitted Use: Licensee may access and use the License Area for general office purposes, to administer Licensee's Local Community Services, and for no other purpose. Licensee may access and use the Third Floor Meeting Rooms to provide Licensee's Local Community Services and to provide other programs by Licensee if approved by the SFPUC in its sole discretion, and for no other purpose.
- c. Estimated Commencement Date: July 1, 2026
- **d. Expiration Date:** Three years following the Commencement date, estimated to be June 30, 2029, subject to the SFPUC's right to freely revoke the License at any time without cause and without any consideration, as described in the form of the License attached as Appendix C to this RFP.

**e. Base Use Fee:** \$463/workstation/month x 2 workstations with 3% annual increases:

Year One: \$11,112.00 per year or \$926.00 per month total Year Two: \$11,445.36 per year or \$953.78 per month total Year Three: \$11,788.68 per year or \$982.39 per month total

- f. Security Deposit. \$3,000.
- **g. Standard Utilities and Services.** At its sole cost City will provide basic utilities and services, including janitorial, refuse removal, pest control, and routine building system maintenance, as described in <a href="Exhibit D"><u>Exhibit D</u></a> [Standard Utilities and Services] of the attached <a href="Appendix C">Appendix C</a>: Form of License.
- h. Internet/Phone. City will provide Wi-Fi 33 through a third-party provider for Licensee's use (the "City Wi-Fi"). When using the City Wi-Fi, Licensee will abide by the internet usage rules and regulations as described in <a href="Exhibit H">Exhibit H</a> [Internet Usage Rules and Regulations] of the attached <a href="Appendix C">Appendix C</a>: Form of License. No landline telephone wiring will be permitted in the Community Hub. Licensee will be expected to conduct business on its own mobile telephones and computers.
- i. Third Floor Meeting Rooms and Community Hub Conference Rooms. Subject to availability through the SFPUC reservation system, all Resident Partners will have non-exclusive use of the Third Floor Meeting Rooms. The City may change the reservation system, fees, availability, limits, and rules governing the use of the Third Floor Meeting Rooms at any time at its sole discretion. Licensees must also adhere to the SECC Facility Access Policy. The Community Hub Conference Rooms will be available on a first-come, first-served basis to Workstation Licensees only. The Third Floor Meeting Rooms and Community Hub Conference Rooms are depicted on the floor plan in the attached Appendix A: Floor Plans.
- j. Common Area Office Equipment. City will provide a non-exclusive fee-based photocopier/scanner machine located on the third floor of the Building. Prior to any use, Licensee will be required to sign and return a Notice of Copying/Printing Costs. The SFPUC will issue invoices for per-page usage of the machine.
- **k. Insurance**. Licensee will procure and pay for the insurance required by the City. Licensee should refer to the insurance requirements in Section 18 in the attached <u>Appendix C</u>: Form of License.
- I. Security Services. City will provide at least two (2) security guards for the Building from 7:00 A.M. to 7:00 P.M. Monday through Friday of each week. Licensee may incur security costs for events and programs scheduled after business hours and weekends.

- **m.** Furniture. City will provide all furniture in the Community Hub. Licensee will not be permitted to modify furniture or move in any additional furniture.
- **n. Parking.** No parking is included at the SECC for Licensee's use. On-site parking is designated for visitors

#### 2.2 License Requirements for Programming

a. Local Community Services. As a condition of the License, Licensees will offer a combination of drop-in and pre-registered education, job training, or senior programs at the SECC for a minimum of 720 hours per year (approximately 15 hours per week) that are open to the general public and free of charge. In order to provide the minimum 720 hours of programming at the SECC, Licensees will have the opportunity to reserve the Third Floor Meeting Rooms and publicly reservable spaces at the SECC as described in <a href="Section 1.1">Section 1.1</a> above. Licensees must begin offering programs no later than the third month of the License Term. The Program Areas are described as follows:

#### i. Education Programs

- **Art** Beginner to advanced digital, performance, or visual art classes or programs.
- Environmental Science and Environmental Justice (EJ) Programs that 1) promote environmental literacy and 2) promote EJ education (e.g. history of the EJ movement, current EJ issues, and disproportionate community impacts from pollution and inequitable land use decision-making including in San Francisco, climate justice, and how to locate and interpret online EJ screening tools.)
- **Financial Literacy** Financial empowerment programs that educate and help individuals increase their income, credit, and assets.

**Mental Health** – Weekly groups or individualized services facilitated by licensed mental health professionals (i.e., therapy, healing circles, holistic, and alternative modalities to support day-to-day mental health).

#### ii. Job Training Programs

• **Utility Services** – Industry-recognized apprenticeships, internships, and training programs that prepare individuals for entry-level careers, including but not limited to electricity, power, sewer, wastewater, and water.

- Information Technology Industry-recognized apprenticeships, internships, and training programs that prepare individuals for entry-level jobs in IT fields, including but not limited to IT Support, Data Analytics, and Cybersecurity.
- **Construction Trades** Industry-recognized apprenticeships, internships, and training programs that prepare individuals for entry-level careers including but not limited to carpenters, electricians, plumbers, and inspectors.

#### iii. Senior Programs

- **Health and Wellness** Beginner to advanced programs that help individuals manage their physical, mental, and social health.
- Outdoor Recreation Leisure activities that help support the holistic health of senior populations (i.e., physical, mental, social, etc.)
- Socialization and Learning Programs that assist individuals to foster new connections, build a community, and engage in learning. This includes but is not limited to arts and crafts, dance, music, performing arts, and other social activities.
- b. Program Plans. Within 30 days of being identified as the highest-ranked Proposer eligible to proceed with the award of a Workstation License, the Proposer must submit a program plan and meet with the SECC leadership for final approval. A program plan template will be provided. SECC staff, in its sole discretion, will determine whether such plan aligns with the requirements of the License.
- c. Reporting. Licensees will be required to submit quarterly Key Performance Indicator ("KPI") reports, as provided in <a href="Exhibit G">Exhibit G</a> [Reporting Form] of the attached <a href="Appendix C">Appendix C</a>: Form of License, and present to the Southeast Community Facility Commission twice a year. The SFPUC reserves the right to modify the reporting requirement at any time, but KPI reports will generally include the following metrics:
  - Number of participants served
  - Participants served by race
  - Participants served by zip code
  - Participants served by gender (including non-binary)
  - Number of events and attendees
  - Programmatic hours per quarter
  - Participant success stories

#### 3 Minimum Qualifications

The Proposer must demonstrate the experience and financial resources to provide the programs requested by this RFP.

Each Proposer must demonstrate that it has met the minimum requirements stated 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 non-profit corporation organized and qualified to do business in the State of California.
- b. The Proposer must be currently registered or achieve, before License execution, a "current" registration status with the State of California Attorney General's Registry of Charities and Fundraisers <a href="https://rct.doj.ca.gov/Verification/Web/Search.aspx">https://rct.doj.ca.gov/Verification/Web/Search.aspx</a>?
- c. The Proposer must demonstrate a three-year history of financial resources and ability to undertake this opportunity, including the demonstrated ability to (i) pay the use fee and security deposit, (ii) procure the required insurance, and (iii) provide the proposed services.
- d. The Proposer must have the ability to obtain and pay for all insurance policies and all necessary permits and licenses required by the City and County of San Francisco.
- e. The Proposer must demonstrate at least three years of experience consistently serving a minimum of 100 individuals annually in providing providing education, job training, and/or senior programs to participants in San Francisco.
- f. The Proposer must have sufficient staff to offer programs open to the general public for a minimum of 720 hours per year or approximately 15 hours per week, including drop-in programs.
- g. The Proposer must be or become before License execution, an approved City Supplier

#### **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 may only be accepted by email and must be received no later than 3:00 p.m. on Thursday, March 12, 2026, at RES@sfwater.org. A Proposal submitted with incomplete or missing forms, or received after 3:00 p.m. on Thursday, March 12, 2026, 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 SECC Workstation License" in the subject line. Late Proposals will be rejected.
- c. Proposal Requirements and Format. Proposals must consist of the following:
  - i. **Proposal Application.** The Proposer must submit a completed Community Hub Workstation License Proposal Form, attached as <u>Appendix D</u> to this RFP, plus relevant attachments. The Proposal must be signed by the person(s) who are authorized to represent the Proposer and signed by an owner or officer of the proposing organization who has the authority to bind the Proposer to all commitments made in the Proposal.

#### ii. Attachments.

- The Proposer must submit a completed Release of Liability, attached as <u>Appendix E</u> to this RFP.
- The Proposer must provide proof of its tax-exempt status as a non-profit corporation with a public benefit or charitable purpose, organized and qualified to do business in the State of California.

#### d. Conditional of Submission

- 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 entity 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 ordinances and leasing contracting requirements. For more detailed information, see the Office of Contract Administration website at <a href="https://sf.gov/oca">https://sf.gov/oca</a>. The license and contract requirements include general liability, errors and omissions, and auto insurance requirements, 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.
- vi. In submitting its Proposal, a Proposer agrees that (a) if the Proposal is accepted, Proposer will execute a license substantially in the form of the License on or before the deadline specified by the SFPUC; and (b) Proposer accepts all of the terms and conditions of this RFP, including the License.

#### 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, 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

Following the SFPUC's receipt of Proposals, a selection panel consisting of up to five (5) representatives will evaluate the complete submittals of each respondent based on the minimum qualifications and selection criteria.

#### 5.3 Scoring

The selection committee will only score complete Proposals. The selection panel will score written Proposals using the following point scale:

Relevant Experience and	35 points
Qualifications	
Program Management Plan	35 points
Financial Capacity	30 points
Total	100 points

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. The Proposers with the highest total score in each of the Program Areas will be identified as the highest-ranked Proposers eligible to proceed with the award of a Workstation License. If a single Proposer scores the highest in two of the Program Areas, the SFPUC reserves the right to award a License to the second highest scorer in one of the two Program Areas, rather than awarding two Licenses to the same entity.

#### **6 Award of Licenses**

#### 6.1 Standard License Language and City Requirements

a. License Form. The selected Proposers will be required to enter into a license substantially in the form of the License attached to this RFP as <u>Appendix C</u>. The City expressly reserves the right in its sole discretion to reject any substantive comments to the License made by a Proposer after the award of the License. The License contains a number of standard license provisions required of City tenants by various local, state and federal laws. Proposers should carefully review the requirements of the License in detail prior to submitting a Proposal. Failure to timely execute a license, or to furnish all insurance certificates and policy endorsements or other materials required in the license, shall be deemed an abandonment of a license offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.

b. Conflicts of Interest. The selected Proposers will be required to agree to comply fully with and be bound by the applicable state and local provisions related to conflicts of interest including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The selected Proposer will be required to acknowledge that it is familiar with these laws, certify that it does not know of any facts that constitute a violation of said provisions, and agree to immediately notify the City if it becomes aware of any such fact during the term of the License.

Additional information may be found on the Ethics Commission's website at http://www.sfethics.org/.

Proposer's Obligations Under the Campaign Reform Ordinance. Proposers must comply with the requirements of Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or seeks to contract with, the City and County of San Francisco for the sale or lease of any land or building to or from the City ("City Contractor"), to (a) an individual holding a City elective office if the contract must be approved by that official, the board on which that individual serves, or a state agency on whose board an appointee of that individual serves, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual or candidate, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for the contract or twelve (12) months after the date the City approves the contract. The foregoing restriction applies only if the contract or a combination or series of contracts or other contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of one hundred thousand dollars (\$100,000), or more.

The prohibition on contributions also applies to any affiliate of City Contractor, which includes any member of the entity's board of directors and any of the entity's principal officers, including its chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest of more than 10 percent (10%) in firm, and any subcontractor listed in City Contractor's proposal; and any committee that is sponsored or controlled by City Contractor (the "Contractor Parties"). Within thirty (30) days of the submission of a proposal under this RFP, the SFPUC is obligated to submit to the Ethics Commission the identity of the Contractor Parties. City Contractor is required to inform each such person of the limitation on contributions imposed by Section 1.126 by the time it submits a proposal under this RFP, and to provide to City the names of the persons required to be informed as part of its proposal under this RFP.

Violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information on Section 1.126, Proposers should contact the San Francisco Ethics Commission at (415) 252-3100 or ethics.commission@sfgov.org.

- d. 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 license 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 license or benefit. Information provided which is covered by this section will be made available to the public upon request.
- e. Public Access to Meetings and Records. If a Proposer is a non-profit corporation 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 the 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.
- f. Health Care Accountability Ordinance (HCAO). Unless exempt, the selected Proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in Article 121 of the S.F. Labor and Employment Code. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at https://sf.gov/information/understand-health-care-accountability-ordinance

#### 6.2 Award of Licenses

The SFPUC anticipates that Licenses will be awarded to three selected Proposers. After each selected Proposer executes a License, award of the Licenses will be subject to the recommendation of the Southeast Community Facility Commission and the approval of the SFPUC General Manager as authorized by SFPUC Commission Resolution No. 24-0185. If a selected Proposer fails to execute the License within fifteen (15) days of the delivery of the final License, the SFPUC will have the right to enter into a License with the next highest-ranked Proposer. If the selected Proposer fails to commence programming within ninety (90) days after License approval and execution by the SFPUC, the SFPUC will have the right to immediately terminate the License and enter into a License 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 <a href="RES@sfwater.org">RES@sfwater.org</a> 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 <a href="https://www.sfpuc.gov/SECCRFP">https://www.sfpuc.gov/SECCRFP</a>. 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 stated in this RFP, the Proposer must, not more than ten calendar days after the RFP is issued, email <a href="RES@sfwater.org">RES@sfwater.org</a> setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner stated 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 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.

#### 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 license 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;
- Suspend any and all aspects of the process indicated in this RFP;
- Amend this RFP
- 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;
- Request some or all Proposers to revise Proposals;
- Select a licensee by any other means;
- Procure any services specified in this RFP by any other means;
- Extend deadlines for accepting Proposals or accept amendments to Proposals after expiration of deadlines; or
- Determine that no license 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 under 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 Workstation License 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 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 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 stated 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, the 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 decide 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 investigate

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. After 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 stated 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 License Award

Within five working days of the City's issuance of a notice of intent to award a License, any firm that has submitted a responsive Proposal and believes that the City has incorrectly selected another Proposer for the 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 decide 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 investigate 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. After 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 a license within the time and in the manner specified, above, then the City's selection 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 forfeit the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or other legal proceedings.

#### 8.3 Delivery of Protests

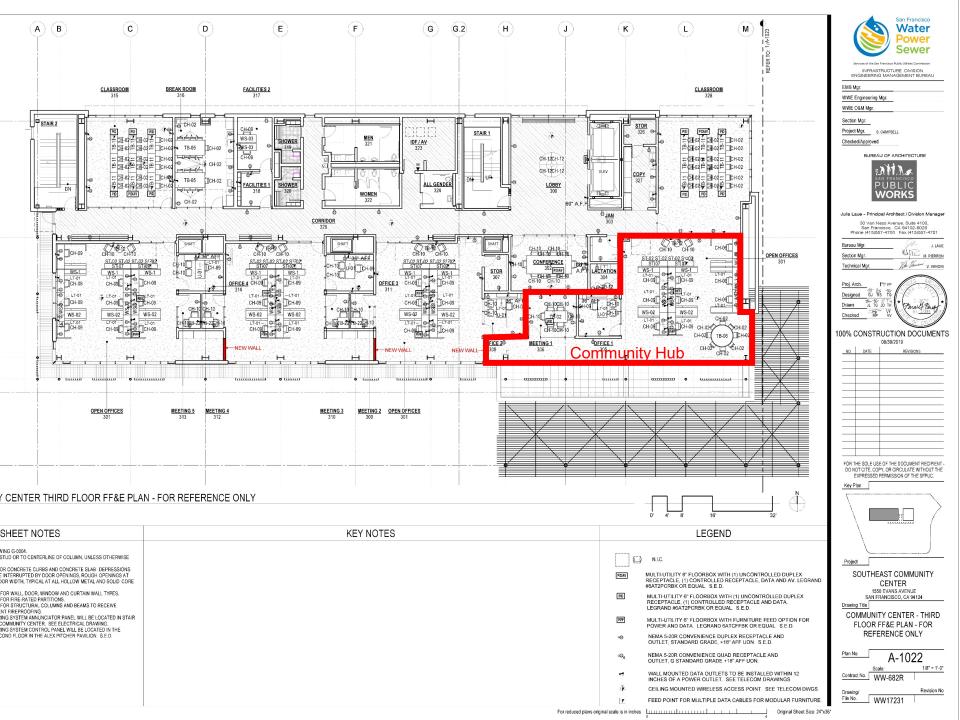
All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notices of protests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

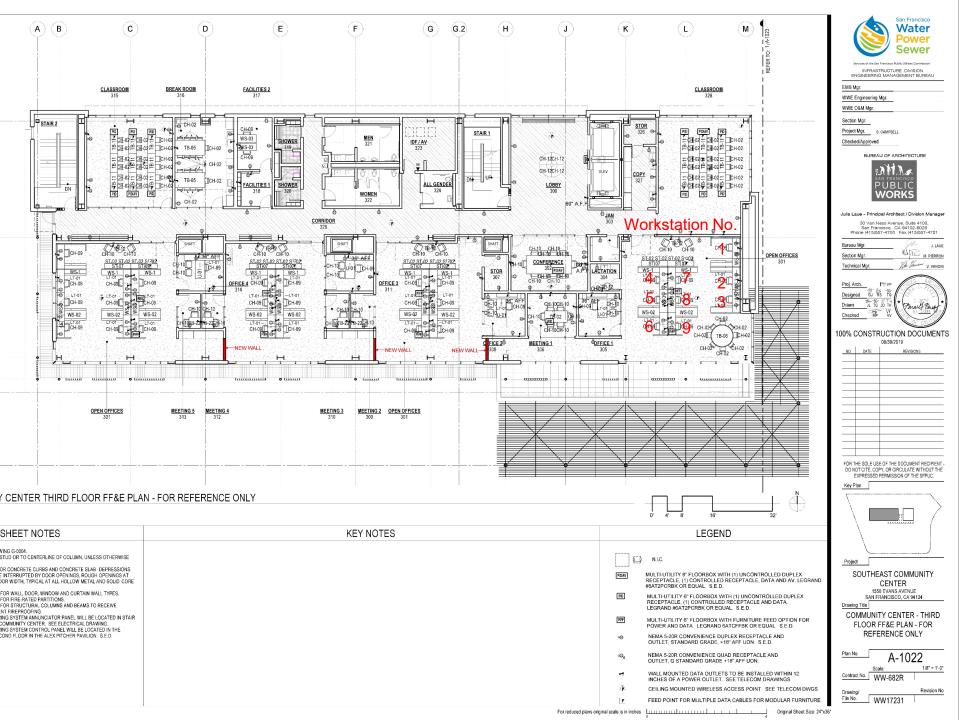
RES@sfwater.org

RE: SECC Community Hub Workstation License RFP

**END OF DOCUMENT** 

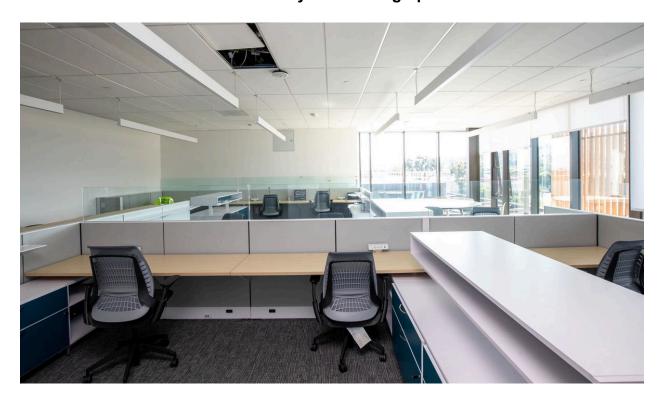
## APPENDIX A Floor Plans [attached]







APPENDIX B-1
Community Hub Photographs









### APPENDIX B-2 Third Floor Meeting Room Photographs

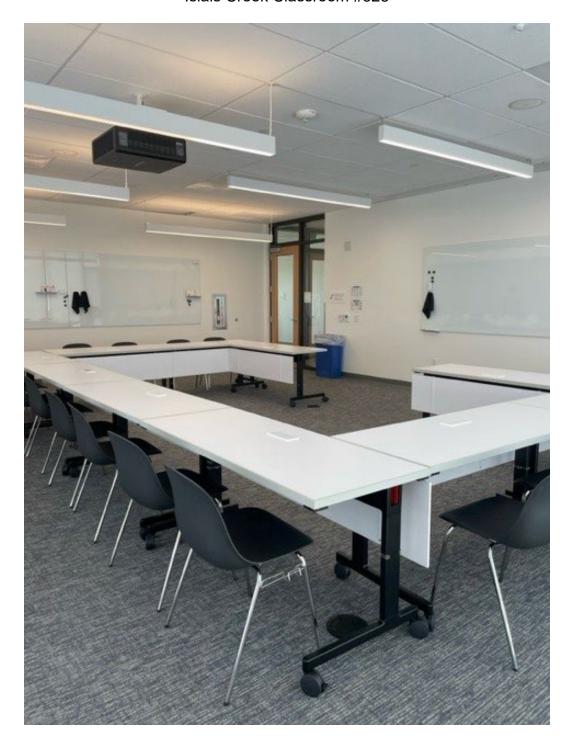
Copra Crane Conference Room #302



Shipyard Classroom #315



#### Islais Creek Classroom #328



## APPENDIX B-3 Break Room and Copy Area Photographs

Break Room



Copy Area

