

730 STANYAN STREET



SENIOR CENTER REQUEST FOR PROPOSALS

RELEASED
September 15th, 2021

RESPONSES DUE
October 28th @ 4PM



Chinatown Community
Development Center
華協中心

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

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INTRODUCTION

Racial Equity

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

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

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

About TNDC

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

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

About CCDC

Started as a grassroots organization in 1977, today CCDC is at the forefront of community advocacy, planning, and affordable housing development in the City of San Francisco. CCDC works with community members young and old every day to help build a stronger community in Chinatown and across San Francisco. CCDC has developed over 3,200 units of affordable housing over the 4 decades of history and has another 350+ units in the development pipeline.

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

730 STANYAN OVERVIEW

The Project

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

Residential Tenants

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

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

Commercial Spaces

The commercial providers will be located on the ground floor of the building. There will be a total of 5 commercial spaces that will be a part of the 730 Stanyan community. In addition to the Senior Center, these include a non-profit Chef incubator/mini food hall space, a technology training center, an Early Childhood Education Center, and a drop-in center for Transitional Aged Youth.

RFP PROCESS

Timeline

RFP Issued	September 15th, 2021
Pre-Submission Workshop (optional); to be held via Zoom . <i>Meeting ID: 846 7514 0648</i> <i>Passcode: 519595</i>	September 27th, 2021 @3-4pm
Questions Due	October 4th, 2021
Answers Published	October 11th, 2021
Responses Due	October 28th @ 5PM
Interview (if needed)	Week of November 8 st , 2021
Provider Selected	Week of November 15 th , 2021
Selected Provider Hires Senior Center Architect (deadline)	Week of December 6th, 2021
Architect Coordination Meeting	Week of December 13 th , 2021
Community Outreach & Engagement	Week of January 10 th 2022
Senior Center 100% Schematic Design Set Due	Week of January 31st, 2022
Senior Center 100% Construction Documents Due	Week of March 7th, 2022
Project Construction Commencement*	August 2023
Senior Center Space Available for Tenant Improvements*	March 2025
Project Construction Completion (Provider commences operation)*	August 2025 (Project completion) September 2025 (TI completion)

*subject to change.

**described further, below.

Contact

Please direct questions or clarifications concerning this RFP to:

Lagi Tevaseu, *Assistant Project Manager*,
lagi.tevaseu@chinatowncdc.org

Bo Han, *Project Manager*
bo.han@chinatowncdc.org

FUNDING GUIDELINES

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

1. Letter of Intent
2. Community Outreach & Engagement
3. Architect Coordination
4. Lease
5. Build Out

1. Letter of Intent

Following selection, A Letter of Intent (“LOI”) will be given to the selected Provider. The form of the LOI is included as Exhibit A. The “LOI” must be reviewed and returned to the Project Team for a counter signature within two weeks of selection. In the event of additional questions regarding the “LOI” and a request for further review, the selected Provider is to notify the Project Team within two (2) working days.

2. Community Outreach and Engagement

The inclusion of the Senior Center at the 730 Stanyan Project is a direct response to the community’s request for enriching resources available to the growing Senior population in District 5. As part of the selection process, the chosen Provider must participate in Community Engagement and Outreach by conducting, but not limited to, the following: Notifying and introducing the Provider and their proposed programs to the Community, reviewing and incorporating the Senior Center Survey Data that the Development Team has collected into their programmatic strategy in addition to administering their own outreach and ongoing engagement to meet the community’s evolving needs for senior services, and any other community engagement efforts that the Project Team deems necessary.

3. Architect Coordination

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

The size of the Senior Center space at 730 Stanyan is approximately 2,150 square feet, which includes two (2) restrooms as part of “Warm Shell” described under the Buildout section. See Exhibit F for current proposed floor plan designed by the Project Team’s Design Team for reference of square footage and layout dimensions, which is subject to change. CCDC & TNDC’s development team estimates that the buildout costs will range between \$752,000 - \$967,000, based on estimated construction costs of \$350 - \$450/sq.ft.

It will be important for a successful Build Out (as described below) to coordinate on certain details, such as the location and number of restrooms, kitchen needs and so forth depending on the programmatic requirements.

NOTE: see Timeline on page 6 for architecture-related milestones and deliverables.

FUNDING GUIDELINES CONTINUED

4. Lease

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

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

The intention of the Owner in negotiating both the LOI and the Lease will be that the Provider pay for: a) its own operating costs (including insurance, utilities, maintenance, and property taxes if any, b) its share of building-wide lender and city requirements and c) a nominal commercial management fee. See Exhibit E.

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

In addition to the base rent outlined above, the Provider will also be responsible for paying Common Area Management (CAM) fees. CAM fees for the Senior Center space are estimated at \$0.60/sq.ft., totaling \$1,290/month and \$15,500 annually. These numbers are CCDC & TNDC’s estimate and are subject to change.

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

FUNDING GUIDELINES CONTINUED

5. Buildout of Senior Center Tenant Improvements

The Owner will build out the space at its own expense to the level specified as a “Warm Shell” by the City and County of San Francisco Mayor’s Office of Housing and Community Development’s Commercial Underwriting Guidelines. The Guidelines are linked [here](#). Please refer to page 4 to for the “Warm Shell” definition.

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

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

The selected provider is able to conduct its own outreach and hiring process for the TI architect. The 730 Stanyan project’s local architect team can be a potential architect for the TI buildout should the selected provider be interested. The project’s local architect team is [Y.A. Studio](#).

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

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

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

ELIGIBILITY CRITERIA

The selected Provider must:

1. Maintain any licensing requirements associated with the operation of the center and/or be a vendor through the City.
2. Maintain welfare property tax exemption. The Provider will be responsible for property taxes related to the space if the Provider does not successfully obtain an exemption. The Provider is responsible for all property taxes relating to the space for which an exemption is not available, if any.
3. Participate in necessary regulatory oversight systems administered by the City and County of San Francisco.

Requirements specific to Senior Center:

1. Have a philosophy and program policies that align with the 9 Standards of Excellence developed by the National Institute for Senior Centers (NISC) and overall promotes independence and the well-being of aging adults through its operations and programs.
 - a. 9 Standards of Excellence- NISC through the National Council of Aging
 - i. Purpose and Planning
 - ii. Community Connections
 - iii. Governance
 - iv. Administration and Human Resources
 - v. Program Development and Implementation
 - vi. Evaluation
 - vii. Fiscal and Asset Responsibility
 - viii. Records and Reports
 - ix. Facility and Operations

NOTE: Refer to the link below for detailed information on the NISC 9 Standards of Excellence.

http://www.ashland.or.us/files/StandardsofExcellence_BestPractices.pdf

2. Be a non profit, 501(c)(3) organization. Participate in any City supported quality improvement activities (contingent upon the continued availability of City supports).
3. Be knowledgeable of the network of resources available to seniors through the California Department of Aging and that is administered through provider agencies and partners such as the San Francisco Department of Disability and Aging Services.
4. Have qualified staff that has demonstrated 3 years or more experience of providing services described in this RFP or similar and administering a program specifically for the eligible population of older adults.

5. Have the ability to provide free or subsidized services through public local, state, and federal funding programs that are available for senior centers.
6. Operate a Senior Center that is inclusive of all those who are in need of the proposed services including those who are in need of Disability and Aging Services with multiple abilities.
7. Adhere to the enrollment priorities of Seniors applicable under the funding programs.

PROPOSAL INSTRUCTIONS

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

Here are the instructions for submitting a proposal:

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

lagi.tevaseu@chinatowncdc.org &
Bo Han, Project Manager
bo.han@chinatowncdc.org

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

PROPOSAL – Narrative

1. PROGRAM CONCEPT-

- a. **Statement of Philosophy;** Provide a statement about your organization that shares background information, program philosophy, and mission, including the most important goals of a senior center.
- b. **Organizational Racial Equity and Inclusion Practices;** Please tell us about a time when your organization demonstrated a commitment to racial equity with your staff.
- c. **Marketing, Public Relations, and Fundraising;** Describe your proposed strategy and metrics to ensure priorities as outlined in the Eligibility Criteria section will be met. Describe your proposed strategy and metrics to recruit and maintain participation and secure subsidies and other funding needed to ensure requirements for serving low/moderate income and at-risk seniors will be met. How does your marketing strategy provide specific outreach to BIPOC senior communities?
- b. **Scope of Services;** please describe your organization's processes, procedures, and tools that will be used to ensure high quality senior center programming in an equitable and inclusive way.
- c. **Food and Nutrition;** If food program is included, please describe the proposed food and nutrition services to be provided (food pantry, hot meals program, etc.). How are they reflective of program participant cultural identity awareness?
- d. **Facility/Operations;** Describe any experience your organization has had with capital financing, design, permitting, construction build-out (including project management of the project) and licensing and start-up of a high quality (s) and working with San Francisco permitting and approval agencies. Provide your plan and a timeline to complete the capital financing, design, permitting, and construction build out and any required licensing and start-up of the Senior Center, assuming you are selected as the Provider.

2. PROGRAM APPROACH-

- a. **Senior Center Programming;** please describe your organization's curriculum philosophy and tell us how your philosophy is inclusive of BIPOC voices.

PROPOSAL – Narrative CONTINUED

3. QUALIFICATIONS AND EXPERIENCE-

- a. **Qualifications and Experience of Staff;** Detail relevant experience of all staff. Provide a resume of each staff member. If staff has yet to be hired, please include job descriptions, requirements, and recruitment strategies to reach BIPOC and LGBTQ+ candidates.

- b. **Program Operation and Staffing Pattern;** Detail the schedule of operation (including hours and days) and the staffing pattern to demonstrate that adequate coverage will be maintained, including staff to senior ratios and group sizes of proposed programs.

4. IMPACT-

- a. **Partnerships;** Describe your organization's plans to generate senior support and involvement in your program. How does your organization receive and integrate feedback from program participants?

- b. **Cultural Inclusion;** Describe your organization's record in providing program services that address the cultural, linguistic needs of seniors (beyond translation of materials). This includes the capacity to tailor services to diverse types of seniors, including BIPOC and LGBTQ+ seniors.

PROPOSAL – Cost Proposal

5. Financial Viability

- a. **Operational Effectiveness;** please describe your organization’s budget planning and account services.
- b. **Operational Budget;** provide a detailed operating budget, with narratives as needed, that includes the following:
 - **Salaries;** identify all employee’s salary costs and benefits and please tell us how your organization is ensuring pay equity – across genders, races, and different staffing positions?
 - **Administrative costs;** identify administrative costs, insurance, professional development, substitutes, food costs, marketing expenses, and any other expenses predicted for the operation of the Center.
 - **Income;** identify all income, including other sources of income predicted as revenue (e.g., food subsidies, fundraising, etc.)
 - **Fee proposal;** for fee paying participants, provide a proposed membership/fee schedule that covers all aspects of the program/services. Specify the services that are included in the fee costs (e.g., food, special classes). If a fee is applicable, provide information on any type of assistance provided to low-income eligible seniors.
- c. **Tenant improvement sources and uses;** provide a simple development budget in Sources and Uses format detailing the TI build out described elsewhere in this RFP. Describe each source including if that source requires fundraising or a grant application. If the source requires fundraising or a grant application, describe further the schedule involved to obtain the source and your previous success with it.
- d. **Financial Data;** Please provide: Two years of audited financial statements. Two years of tax returns. Operating Budget for Provider organization. If you’re unable to provide these documents, please provide us a narrative explanation.

SCORING

1. Program Concept: a. Statement of Philosophy and Mission Statement (5) b. Organizational Racial Equity, and Inclusion Practices (5) c. Marketing, Public Relations, and Fundraising (10)	20
2. Program Approach: a. Senior Programming (9) b. Scope of Services (9) c. Food and Nutrition (2) d. Facility/Operations (10)	30
3. Qualifications and Experience: a. Qualifications/Experience of Staff (5) b. Program Operations and Staff Patterning (5)	10
4. Impact: a. Partnerships (2) b. Cultural Inclusion (3)	5
5. Financial Viability: a. Operational Effectiveness (10) b. Operational Budget (10) c. Tuition/Fee Proposal (2) d. Tenant Improvement Sources and Uses and Funding Plan (10) e. Financial Data (3)	35
Total Points Possible	100

GENERAL PROVISIONS

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

Exhibit A: Form of Letter of Intent

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

730 Stanyan Associates, L.P.
1515 Vallejo Street, Floor 4
San Francisco, California 94109

[Date]

[Selected Provider, Name and Address]

RE: Letter of Intent
Senior Center
730 Stanyan Street,
San Francisco, California 94117

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

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

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

[Selected Provider] (or "Tenant") meets the intent of the Senior Center space at the Project.

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

TENANT:	[Selected Provider]
PREMISES:	Approximately 2,150 sq.ft. of ground floor leasable retail space located at the Project.
USE:	Senior Center. Tenant shall undertake its own due diligence to establish its ability to use the Premises for the intended purposes and shall be required to obtain any required permits or approvals as listed in Exhibit D to the 730 Stanyan Request for Proposals (“RFP”) dated September 15th, 2021.
DUE DILIGENCE:	Landlord shall provide Tenant reasonable access to the Premises to allow Tenant to gather information prior to entering into a Lease.
INITIAL OCCUPANCY TERM:	10 years
OPTIONS:	Two Five-Year Options
RENT COMMENCEMENT:	Rent will commence upon completion of the Project (as such term is defined in the RFP) which is anticipated to be April 2025. Notwithstanding, Tenant acknowledges that delivery of Premises by landlord is dependent upon finalization of a complex financing structure for the overall Project that may result in delivery of premises later than Tenant’s ideal move-in date.
BASE RENT:	In exchange for providing specific services, including an agreement to provide a number of programs for seniors based on community feedback, and a specified percentage of inclusion for low-income seniors, Base Rent shall be established at \$1.00 per year. At such time as options and future extensions may be considered, Base Rent will be the amount reasonably determined for Landlord to responsibly maintain the proposed Premises over the life of the building.

**TENANT
EXPENSES INCLUDING
UTILITIES:**

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

- 1) Utility Costs, which either will be separately metered or separately sub-metered (decision to meter or sub-meter made exclusively by Owner). See Exhibit D.
- 2) A commercial management fee in an amount not less than \$6,000.00 per year.
- 3) Tenant is responsible for payment of all Real Estate Taxes or other assessments attributable to the Premises by any government agency. If Tenant qualifies for a Welfare Tax Exemption, and files the necessary paperwork to obtain the exemption each year, Landlord will support the Tenant's application by filing its own required documentation.

MAINTENANCE:

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

**TENANT
IMPROVEMENTS:**

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

SECURITY DEPOSIT:

\$4,500.00 due at Rent Commencement.

INSURANCE:

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

PROPERTY TAXES:

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

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

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

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

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

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

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

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

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

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

By: _____
Donald S. Falk
Chief Executive Officer

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

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

By: _____
Malcolm Yeung
Executive Director

Agreed and Accepted:

By: _____

Its: _____

Date: _____

Exhibit B: Project Renderings and Senior Center Plan Diagram

See OneDrive link:

https://chinatowncdc-my.sharepoint.com/:b:/g/personal/lagi_tevaseu_chinatowncdc_org/EZ2pk0wL8XdPk-1fUxPrSR0BNE5uQzo7FuLDcGrx6iWc8A?e=G3GtbJ

Exhibit C: Insurance Requirements

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

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

Exhibit D: Licensing Requirements and Statement of Compliance

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

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

Agreed and Accepted:

By: _____

Its: _____

Date: _____

Exhibit E: Cost of Operations

<u>Category</u>	<u>Expense</u>	<u>Annual Amount (\$)</u>	<u>Notes</u>
Paid to Owner	Rent	1.00	<ul style="list-style-type: none"> One dollar per year.
Paid to Owner	Security Deposit	4,500	<ul style="list-style-type: none"> One-time payment.
Paid to Owner	Commercial Management Fee	6,000	<ul style="list-style-type: none"> Estimated; Subject to Change. Covers Owner's expenses for management of commercial space.
Senior Center's Share of Project's Overall Obligations	Common Area Maintenance Fee	TBD	<ul style="list-style-type: none"> Estimated. Represents the Premises' portion of the overall Project's obligation for Property-wide maintenance fee. Pro-rata portion is determined by dividing the square footage of the Premises by the square footage of the overall Project. Square footage of Premises and Project are subject to change. Owner will collect the pro-rata portion from the Provider to cover the maintenance charges for common areas.
Senior Center's Share of Project's Overall Obligations	Project-wide Insurance	4,000	<ul style="list-style-type: none"> Estimated. Represents the Premises' portion of the overall Project's obligation for Property-wide liability and property damage insurance. Pro-rata portion is determined by dividing the square footage of the Premises by the square footage of the overall Project. Square footage of Premises and Project are subject to change. Owner will collect the pro-rata portion from the Provider and forward payment to the insurance company.
	Subtotal:	\$14,501.00	

Senior Center's use of Premises	Electricity, Water, and Sewer	TBD; depends upon use	<ul style="list-style-type: none">• Provider will be responsible for payment for its use of electricity, water and sewer.• There will be no gas on site (100% electric building).• It has not yet been determined if electricity and water/sewer will be separately metered or sub-metered; either way, Senior Center's expense will depend upon its use. No "owner mark up."
Senior Center's use of Premises	Insurance Coverage	TBD; depends upon Provider's policy	<ul style="list-style-type: none">• Senior Center will be solely responsible for the cost to satisfy Owner's requirements for Provider's coverage.• This is separate from and in addition to the overall Project's insurance.• See Exhibit C.