



**REQUEST FOR INTEREST  
PHASE 2**

**2010-11 Reuse of  
Community Center Facilities**

November 30, 2010

## 1. INTRODUCTION

The purpose of this second phase Reuse Request for Interest (RFI) is to solicit Partnership Proposals from qualified organizations (herein known as Service Providers) for non-exclusive, complete, or partial use of selected community center facilities.

Phase 2 includes solicitation of qualified Service Providers for the remaining available sites on the 2010-11 Reuse list. These remaining sites are identified in Section 3.

Nothing herein obligates the City to enter into contracts with any Service Provider for any facility. Furthermore, the City may decide, based on its evaluation of proposals submitted in response to this RFI, to pursue all, some, or none of the proposals at the City's sole discretion.

***Responses to this RFI are due by 5:00 p.m. on Friday, January 28, 2011. In order to be fair to all proposers, there will be no exceptions to the deadline for late proposals.***

## 2. BACKGROUND

### 2.1 Introduction

The Department of Parks, Recreation and Neighborhood Services (PRNS) identified selected community or neighborhood center facilities for "Reuse" because the City is unable to provide City staff to operate these facilities. PRNS offers select facilities, in some cases at no cost, in return for the provision of services that primarily benefit City of San José residents. **THE CITY OFFERS USE OF THESE FACILITIES IN AN "AS-IS" CONDITION UNDER COUNCIL POLICY 7-12. YOU CAN FIND A COPY OF THE REUSE POLICY ON THE CITY REUSE WEB PAGE AT [HTTP://WWW.SANJOSECA.GOV/PRNS/FACILITY\\_REUSE/](http://www.sanjoseca.gov/prns/facility_reuse/) EACH PROPOSER IS OBLIGATED TO CONDUCT THEIR OWN INSPECTIONS TO DETERMINE THE CONDITION AND SUITABILITY OF THE FACILITIES FOR THEIR INTENDED PURPOSES.**

The City's Reuse Property Management Team shall continue to book and oversee all unreserved space at a Reuse facility, and shall retain all revenues from such bookings. Service Providers shall provide at their own costs, personal property such as furniture, fixtures, and equipment (FF&E) necessary to conduct their operations, other than minor FF&E that may happen to be located in the facility, if specifically agreed to by the City and documented in the User's Agreement between the City and the Service Provider.

### 2.2 Use Fees for City Reuse Facilities

Both for-profit and nonprofit organizations are eligible to operate or provide services at Reuse sites. The fees charged by the City may vary and include shared expenses (full or partial costs of utilities, maintenance, etc.), shared revenue, or the City may impose market rate facility use fees. The fees charged by the City will depend upon the level of fees charged to the public by the Service Provider for services provided at the Reuse site, and/or based on the square footage used by the Service Provider’s programs.

**3. COMMUNITY CENTER REUSE FACILITY AVAILABILITY**

The City Council, on June 15, 2010, authorized City staff to solicit qualified Service Providers using a modified competitive solicitation process under Council Policy 7-12 (Reuse) and enter into direct negotiations with qualified potential Service Providers pursuant to Municipal Code Section 4.12.235, “Unique Services Purchases.”

The Reuse Policy allows the Director of Parks, Recreation and Neighborhood Services to recommend removal of a facility from the list of Community Center Reuse sites if the Director determines that use of the facility by other City departments is advantageous. Accordingly, nine sites are not included in Phase 2 RFI process. The sites removed provide PRNS significant revenue generating opportunities; provide space for other City department programs; allow other City programs to assume operational responsibility; or honor existing contractual agreements.

The sites removed from the Phase 2 RFI process include Moreland Community Center, McKinley Neighborhood Center, Kirk Community Center, River Glen Neighborhood Center, Shirakawa Community Center, Millbrook Community Center, Almaden Winery, Hoffman/Via Monte, and Vista Park Neighborhood Center. The 2010 Phase 2 Community Center Reuse facilities available are:

**PHASE 2 REUSE SITES**

Reuse Facility	Council District	Year Built	Sq. Ft.
Calabazas Neighborhood Center, 1207 Blaney, San José, 95129	1	1963	1,816
West San José Community Center, 3707 Williams Road, San José, 95117	1	2005	5,760
Berryessa Youth Center, 1970 Morrill Avenue, San José 95132	4	2005	20,000
Noble House, 14630 Noble Avenue, San José, 95132	4	1970	1,411
Noble Modular, 3466 Grossmont Drive, San José, 95132	4	1995	900
Erikson Neighborhood Center, 4855 Pearl Avenue, San José, 95136	9	1999	960
Paul Moore Neighborhood Center, Hillsdale/Cherry Ave, San José, 95118	9	Un-known	1,500

The following sites are reissued from the previous Reuse processes, and are additionally available in the Phase 2 RFI:

Reuse Facility	Council District	Year Built	Sq. Ft.
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Rainbow Park Neighborhood Center, 1295 Johnson Ave, San José, 95129	1	1930	1,664
Backesto Park Neighborhood Center, 675 E Empire St, San José, 95112	3	1980	665
Olinder Community Center, 848 E. William St, San José, 95116	3	1976	120/ 880
Old Hillview Library, 2255 Ocala Ave, San José, 95122	5	1964	7,148

#### 4. EXISTING CITY OF SAN JOSÉ PROGRAMMING

The City Council provided one-year funding to keep the 2010 Community Center Reuse facilities open for an additional year ending on June 30, 2011. The City must be provided time to move existing programs out of these facilities, along with furnishings and program equipment before Service Provider move-ins will be permitted.

The Service Provider move-in is likely to occur between January and April 2011. Because of the large number of facilities up for Reuse in Phase 2, move-in spacing of Service Provider occupants will occur based on whether existing programs must be moved, and on Service Provider move-in availability.

In some cases, the City has an existing agreement to use school district property that affects use of the facility and requires school district approval of any Reuse Service Provider. The City's contractual rights to operate facilities located on school property may be limited to designated periods and days, usually after the school day finishes and during school holidays and vacations. No Reuse Service Provider may use school district property without prior consent from the City and/or school district; such use shall only be allowed in compliance with the City's agreement with the school district. Copies of these agreements will be available for review at the Non-Mandatory Information Meeting and online at the City of San José Reuse website, [http://www.sanjoseca.gov/prns/facility\\_reuse/](http://www.sanjoseca.gov/prns/facility_reuse/).

#### 5. PARTNERING PRIORITIES

The City of San José is looking to partner with Service Providers to operate and provide services that primarily benefit City of San José residents. The City of San José has identified the following priorities when identifying Service Providers. These priorities include:

- Minimize the impact of closed community center facilities through qualified alternate service providers.
- Maintain services that are affordable to participants and support a community gathering location that is affordable, safe, and well supervised.
- Selected Service Providers shall have relevant experience and the financial ability to provide *and* sustain the services proposed.

#### 6. QUALIFICATIONS

##### 6.1 Minimum Qualifications

6.1.1 Proof of recognized legal status such as certificate of good standing, articles of incorporation, recorded limited partnership agreement, 501 (c) (3) nonprofit status from the Internal Revenue Service or the California State Franchise Tax Office or similar proof. A nonprofit organization may provide a letter indicating they are exempt under Internal Revenue Code 501(c)(3) or State Franchise Tax Code 23701(d), 23701(f), or 23701(w). (If the

tax letter is for the national or state organization, the City needs proof that the local chapter is an affiliate.)

6.1.2 A copy of federal income tax returns if the Service Provider is required to file them. nonprofit organization may submit a letter showing filing of an application for nonprofit status to the Internal Revenue Service or California State Franchise Tax Office to meet the Minimum Qualifications of this RFI. However, a Service Provider cannot be awarded a Reuse site until they can provide proof of 501 (c) (3) nonprofit status.

6.1.3 If the Service Provider is not registered with any state, the Service Provider must have a constitution or by-laws that clearly state that the objectives of the organization are of a non-profit, non-commercial nature. The City may require an individual to be legally responsible before the City allows access to the Community Center Reuse site. City Staff may provide information for obtaining routine meeting or special event commercial group liability insurance coverage.

6.1.4 Nonprofit and For-profit organizations will be required to obtain and show proof of a City of San José business license and evidence of good standing with the Secretary of State of California.

6.1.5 For each of the 5 years occurring prior to issuance of the RFI, proposers shall have (1) performed satisfactorily, and (2) the entity shall not have been terminated for breach of agreement under any facility use agreement, grant agreement or similar agreement with the City.

## 6.2 Desirable Qualifications

Proposers who possess and show proof of Desirable Qualifications criteria will be rated at a level higher than those who do not possess and show proof of Desirable Qualifications criteria.

6.2.1 Selected Service Providers and their collaborators must each have a successful history of providing the services they are proposing as evidenced by five-years of experience within the last ten (10) years as verified by references, letters, and other necessary evidence.

6.2.2 Selected Service Providers shall demonstrate financial sustainability, including cash on hand, for the proposed services defined as financial health including present and future financial stability that would lead a reasonable person to conclude that the Service Provider can successfully perform the services.

## 7. REQUIREMENTS

7.1 Proposals must include responses to all of the questions listed in **Attachment A, Partnership Proposal.**

7.2 Service Providers may submit proposals to run programs in single or multiple facilities. Service Providers shall submit a single proposal and identify a priority list of facility interests in their proposal. Separate proposals may be submitted for separate facilities. IT IS HIGHLY RECOMMENDED THAT PROPOSALS FOR SEPARATE FACILITIES REFLECT THE SPECIFIC NEEDS OF COMMUNITIES SERVING THE REUSE SITE.

7.3 Service Providers may propose qualified collaborators to provide services. Service Providers who propose the use of collaborators for a facility, shall submit a *single* proposal for the preferred facility, *and* identify one lead entity who shall be legally responsible for performance of the agreement by all collaborators.

7.4 The Service Provider(s) financial and other requirements would increase or decrease with the Service Provider(s) proposed scope of programs and services, and the potential liability assumed. For example, higher financial, insurance, and other requirements would be required of a selected Service Provider for a 16,000 sq. ft. facility than would be required for a smaller facility (e.g., 2,000 sq. ft.). The City may request additional financial information including audited financial statements.

7.5 The City may consider the quality of performance and type of services provided by the proposer under any other facility use agreements or other City programs or contracts providing similar services including, but not limited to, Community Action and Pride (CAP) grants, Community Development Block Grant (CDBG), Healthy Neighborhood Venture Funds (HNVF), San José BEST, and County of Santa Clara Senior Nutrition grants.

7.6 The Service Provider must maintain the required insurance throughout the term of the agreement. The required insurance is set forth in **Attachment B**.

7.7 Each Service Provider will be required to execute an agreement with the City in the form of the City’s Exemplar, which will be made available electronically on the City’s Reuse web site. Any objections to the exemplar form should be provided with the response to this Request for Interest. If no objections are provided with its proposal, the City shall assume that the proposer has no objections to the City’s Exemplar.

**8. RFI KEY DATES**

November 30, 2010	Phase 2 RFI Released
December 13, 2010 10:00 a.m.-12 Noon	Non-Mandatory Information Meeting: Franklin McKinley, Board Conference Room, 645 Wool Creek Drive, San José, CA 95112, (408) 277-2741  Participation is highly encouraged for those interested in responding to this RFI.
December 15–17, 2010	Facility Tours, please call (408) 793-4174 for information.
January 28, 2011	Proposals Due by 5:00 PM to RFI contact listed in <b>Section 10</b> .
January 31 – February 11, 2011	Proposal Evaluations
February 28, 2011	Issue RFI Results (Date subject to revision)
February-April, 2011	Anticipated Move-ins

## 9. EVALUATION CRITERIA AND EVALUATION PROCESS

Please complete **Attachment A, Partnership Proposal**. Provide supporting information as needed to enable City staff to evaluate your proposal. All proposal responses must include the question number with the response. Proposals **MUST BE RECEIVED NO LATER THAN January 28, 2011 at 5:00 pm**.

Please limit a single proposal to five (5) pages, not including references. The Narrative should be single spaced; using a 12 pitch font, with minimum one (1) inch margins all around, and adhere to the Project Description questions outline in the Reuse Partnership Proposal form.

Upon completion of the proposal process, the City will evaluate proposals received and make a determination to pursue proposals based on benefits to the City and neighboring community, and overall feasibility of the project to the site. Based on this evaluation, the City may choose to pursue all, some, or none of the proposals at the City's sole discretion. **WE ANTICIPATE THAT SUCCESSFUL PROPOSERS WILL BE INFORMED OF SELECTIONS IN LATE FEBRUARY 2011.**

An advisory committee with issue expertise and/or community familiarity will help staff to review all proposals recommended for a Reuse site to the PRNS Director. Proposers may receive requests for additional follow-up information, request for an oral interview, a site visit, telephone call, and/or other type of communication from evaluation staff as part of the proposal review process. Proposals will be evaluated, on a competitive basis, using the following criteria:

- 9.1 The City will prioritize and evaluate all proposals and provide a pass/fail rating.
- 9.2 Organizational capacity to implement proposal – including staffing and leadership, operational and fiscal management.
- 9.3 Established track record in specific program content area or potential to achieve needed content expertise.
- 9.4 Ability to leverage financial, human, and technical resources leading to greater impact.

## 10. CONTACT AND SUBMISSION OF PROPOSAL

Although we prefer proposals in electronic form, hard copies will be accepted. Please submit all questions and your proposal response to:

Rudy Navarro, Senior Analyst  
City of San José  
Department of Parks, Recreation and Neighborhood Services  
200 East Santa Clara Street, 9<sup>th</sup> Floor  
San Jose, CA 95113  
[rudy.navarro@sanjoseca.gov](mailto:rudy.navarro@sanjoseca.gov)

***All proposals must be received by email or postmarked no later than 5 p.m. on Friday, January 28, 2011, 5:00 pm. In order to be fair to all applicants, there will be no exceptions to the deadline for late proposals.***

## **11. GENERAL INFORMATION**

11.1 Responders are responsible for any and all expenses that may be associated with responding to this Reuse RFI.

11.2 The City intends to make all information received in response to this RFI public. As such, proprietary information should *not* be included in your response.



**Attachment A**  
**2010-11 Community Center Reuse Partnership Proposal**

**Submission Process**

- Step 1:** Complete the project information below, typed, and submit in accordance with the Request for Interest submission instructions. Additional information may be requested as necessary.
- Step 2:** City will evaluate and prioritize potential partnerships.
- Step 3:** Additional information to support your proposal (such as marketing literature or data sheets) may be submitted with this form and does not count towards proposal page limit.

**Service Provider Contact Information**

Business/Organization Name: \_\_\_\_\_

Business Address \_\_\_\_\_

Contact Person: \_\_\_\_\_ Web site: \_\_\_\_\_

Type of Entity: Non-Profit \_\_\_\_\_ Government Entity \_\_\_\_\_ For-Profit \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Project Description**

1. Provide an overview of the program (Scope of Services) you anticipate providing at a City of San Jose Reuse Facility, including staffing, office hours, type of services, and projected number of program participants, and your experience providing these services.
2. Please describe the resources you have at hand to provide the proposed services.
3. In **order of priority**, please list the sites you prefer for Phase 2.
4. Provide a minimum of three (3) references, including contact information, length of partnership, and overview of agreement and services provided as appropriate.

**RFI Contact Information**

Please submit all questions and your responses via email, regular mail, or courier by January 28, 2011 to:

Rudy Navarro, Senior Analyst  
City of San José, PRNS, 200 East Santa Clara Street, 9<sup>th</sup> Floor  
San Jose, CA 95113  
Email: [rudy.navarro@sanjoseca.gov](mailto:rudy.navarro@sanjoseca.gov)

## ATTACHMENT B

### INSURANCE REQUIREMENTS

CONTRACTOR, at CONTRACTOR's sole cost and expense, shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors.

#### A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Form Commercial General Liability coverage ("occurrence") Form Number CG 0001, fire legal liability, products and completed operations, including sexual conduct, corporal punishment, and/or wrongful acts; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for allowed, non-owned, and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance, and
4. Property insurance against all risks of loss to any Provider improvements or betterments, CONTRACTOR'S stock, equipment, or contents.

There shall be no endorsement reducing the scope of coverage require above unless approved by the City's Risk Manager.

#### B. **Minimum Limits of Insurance**

CONTRACTOR shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit coverage and shall include a minimum limit of \$100,000 Fire Legal Liability; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident, and

4. Property Insurance: Full replacement cost with no co-insurance penalty provision for all CONTRACTOR's improvements or betterments, CONTRACTOR's stock, equipment or contents.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY its officers, employees, agents and contractors; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents and contractors.

b. CONTRACTOR's insurance coverage shall be primary insurance as respects City, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents or contractors shall be excess of CONTRACTOR's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by CONTRACTOR shall not affect coverage provided City, its officers, employees, agents, or contractors.

d. Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain a waiver of subrogation in favor of the CITY, its officials, employees, agents, and contractors.

2. Workers' Compensation

Coverage shall contain a waiver of subrogation in favor of the CITY, its officials, employees, agents, and contractors.

3. All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to City, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium.

**E. Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to City's Risk Manager.

**F. Verification of Coverage**

CONTRACTOR shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

CITY OF SAN JOSE—Human Resources  
Risk Management Division  
200 East Santa Clara Street, 2<sup>nd</sup> Floor Wing  
San Jose, CA 95113-1903

**G. Subcontractors**

CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

**H. Review of Coverage**

These insurance requirements shall be subject to periodic review by the CITY's Risk Manager. Should the Risk Manager require any change in any coverage, such change shall be communicated in writing to the CONTRACTOR and the CONTRACTOR shall comply with the said change within thirty (30) days of the date of the receipt of this notice.