



**REQUEST FOR INTEREST
EDENVALE COMMUNITY CENTER**

**2011-12 Reuse of
Community Center Facilities**

July 19, 2011

1. INTRODUCTION

The purpose of this Request for Interest (RFI) is to solicit Partnership Proposals from qualified non-profit and for-profit parties (herein known as "Service Providers") for shared use of the EDENVALE COMMUNITY CENTER facility.

Nothing herein obligates the City to enter into contracts with any Service Provider for use of EDENVALE COMMUNITY CENTER. 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, August 5, 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 for use by non-profit and for-profit Service Providers, 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. 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 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 non-profit 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, and/or based on the square footage used by the Service Provider's programs.

3. EDENVALE COMMUNITY CENTER REUSE FACILITY

At 20,204 sq. feet, the Edenvale Community Center is San Jose's first LEED (Leadership in Energy and Environmental Design) community center. It is situated next to the Southside Boys & Girls Club and on the Caroline Davis Intermediate School Campus. This Center is intended to provide on recreational opportunities for the community, particularly the youth, within District 2.

A community meeting was held on July 13, 2011 as part of the Re-use process. Participant responses show that the expectations for the center continue to be focused on recreation and leisure opportunities for youth, teen and adults. Specifically, participants desired the following services:

- 1) Children and teen programming (i.e.: after school recreation and homework assistance, sports leagues, theater, teen dances and activities)
- 2) Parent empowerment (i.e.: ESL classes, educational awareness)
- 3) Young adult and adult fitness and nutrition programs

Some characteristics that were important to the community in the services offered at this facility were:

- Low cost programming
- Late night recreation opportunities
- Computer access on days libraries are closed (Edenvale Library is open M-Th, Santa Teresa Library is open Wed-Sat)
- Friday and Saturday night programs
- Explore public-private partnerships
- Continued police access

The community also identified key points that they felt need to be considered and understood by an outside provider about the area:

- Most culturally diverse area in SJ
- Edenvale schools have high free and reduced lunch populations; all four elementary schools are at above 50% free and reduced
- Former Project Crackdown neighborhood

- Summer programs currently over maximum capacity
- Seniors do not always have transportation

The City Council, on June 22, 2011, 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."

4. EXISTING CITY OF SAN JOSÉ PROGRAMMING AND SCHOOL DISTRICT APPROVAL

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 allowed ample time to move existing programs out of these facilities, along with furnishings and program equipment before Service Provider will be permitted to move in.

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

In this case, 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 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 online at the City of San José Reuse web site, 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 Non-profit organizations must provide Proof of 501 (c) (3) non-profit status from the Internal Revenue Service or California State Franchise Tax Office. A non-profit organization may provide a letter indicating they are tax exempt entities under Internal Revenue Code 501 (c) (3) or California State Franchise Tax Code 23701(d), 23701(f), or 23701(w). If the tax letter is for the Service Provider’s national or state organization, the City needs proof in the form of a signed letter from the national or state organization that the local chapter is an affiliate.

6.1.2 Non-profit 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.

6.1.3 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 only for usage of EDENVALE COMMUNITY CENTER at this time.

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 facility, *and* identify one lead entity that 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), 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 Website. Any objections to the exemplar form should be provided with the response to this RFI. 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

July 19, 2011	RFI Released
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July 25, 2011	Facility Tour
August 5, 2011	Proposals Due by 5:00 PM to RFI contact listed in Section 10 .
August 15, 2011	Proposal Evaluations and Notifications (Date subject to revision)

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.

Please limit a single proposal to five (5) pages, not including references. The Narrative should be single-spaced, using a 12 point font, with minimum one (1) inch margins all around, and adhere to the maximum page limits below:

- Executive Summary (1 page limit)
- Organizational Background and Experience (1 page limit)
- Scope of Services (3 page limit)

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. **SUCCESSFUL PROPOSERS WILL BE INFORMED OF SELECTIONS BY THE END OF AUGUST 2011.**

An advisory committee with issue expertise and/or community familiarity will help staff to review all proposals recommended for EDENVALE COMMUNITY CENTER 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:

Zulma Maciel, Program Manager or Ed Solis, Recreation Supervisor
City of San José
Department of Parks, Recreation and Neighborhood Services
200 East Santa Clara Street, 9th Floor
San Jose, CA 95113
zulma.maciел@sanjoseca.gov or ed.solis@sanjoseca.gov
408-793-4175 408-793-5550

All proposals must be received by email or postmarked no later than 5 p.m. on Friday, August 5, 2011. 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 2011-12 Community Center Reuse Partnership Proposal

Submission Process

Step 1: Complete the project information below, preferably typed, and submit in accordance with the Request for Interest submission instructions; **Sections 6** and **7**. 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 EDENVALE COMMUNITY CENTER, including office hours and/or use of multipurpose rooms, 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. Provide one or more references, including contact information, length of partnership, and overview of agreement and services provided.

RFI Contact Information

Please submit all questions and your responses via email by August 5, 2011 at 5:00pm to:

Zulma Maciel, Program Manager AND Ed Solis, Recreation Supervisor

City of San José, PRNS, 200 East Santa Clara Street, 9th Floor
San Jose, CA 95113

Email: zulma.maciel@sanjoseca.gov or ed.solis@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 insured 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, 2nd 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.