



REQUEST FOR PROPOSALS (RFP)

October 28, 2024

Summer Park Activation

SUBMITTAL DEADLINES:

Friday, November 22, 2024 by 5:00 p.m.

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I. Invitation

The City of East Palo Alto invites applications for the City's 2025 Summer Park Activation Series

2025 Summer Park Activation Series

The City of East Palo Alto is seeking local business entities to apply for funding through the Community Services & Recreation division in the 2025 calendar year. To submit a response for Summer Park Activation series, the Proposer will recommend programming for East Palo Alto residents during the summer of 2025 (**June 9, 2025-August 15, 2025**) in the Request for Proposals (RFP).

2025 Summer Park Activation Funding Availability: \$180,000 (Max \$18,000 per organization)
Each proposal must be submitted by a legal business entity that can effectively support the City's efforts to conduct park and recreation programming for Youth & Families.

II. Contact Person for RFP

Inquiries related to this Request for Proposals should be directed to:

Community Services Division

Email: commservices@cityofepa.org

Phone: 650.853.5905

III. Goal and Purpose Summary

The goal of Summer Park Activation funding is to support organizations from East Palo Alto and/or those that serve a majority of its residents. Park activation is primarily organized to provide programming in every City-owned/operated park & facilities in the City of East Palo Alto. The purpose in activating the parks is for residents to have access to **FREE** fun activities that promote wellness and healthy living for all. All programming should have a contingency plan for remote or 100% virtual activity; including a plan for in person activity.

IV. Site Profiles

Martin Luther King Jr. Park
435 Daisy Lane
East Palo Alto, CA 94303-2034

Martin Luther King Jr. Park (MLK Jr. Park) has a square footage of 5.62 acres and is the largest recreational space in East Palo Alto consisting of a play structure, picnic-tables/areas, baseball field, and a large multi-purpose grass field (soccer/football). This location has restrooms and a concession stand.

Jack Farrell Park
2509 Fordham St.
East Palo Alto, CA 94303

Jack Farrell Park has 3.62 acres of recreational space consisting of a play structure, picnic- tables/areas, baseball field, basketball court, and a medium size multi-purpose grass field (soccer/football). This location has restrooms and a concession stand.

Cooley Landing
2100 Bay Rd.
East Palo Alto, CA 94303

Cooley Landing Educational Center has 3,168 square feet of space to accommodate a wide array of activities such as STEAM and recreational space. The facility is equipped with a preparing kitchen, picnic-tables/areas, and outside amphitheater. This location has an indoor and outdoor restroom.

Bell Street Park
2159 University Ave.
East Palo Alto, CA 94303

Bell Street Park is the flagship park in East Palo Alto and 1.83 acres of recreational space consisting of a play structure, picnic-tables/areas, a skate park, and a medium size multi- purpose grass field (volleyball). This location has no restrooms or concession stand.

Joel Davis Park
1960 Tate St.
East Palo Alto, CA 94303

Joel Davis Park is the most recent addition to recreational space in East Palo Alto with 2.06 acres consisting of a play structure, picnic-tables/areas and a medium size multi-purpose grass field (volleyball). This location has restrooms but does not have a concession stand.

V. Scope of Work

For the purpose of conducting activities in City parks and facilities, the Scope of Work is anticipated to include community outreach and engagement, a recreation program design, event operations plan, report and/or document preparation, and project management, including the numbered tasks below.

Grantees are encouraged to present a robust summer program for Youth & Families in their proposal. The Grantee proposal should clearly identify deliverables for each activity. Successful Grantees shall have a thorough understanding of programming in parks and facilities. Organizations who are chosen will also be tasked with leading the City's Family Night programming operations. Proven ability to reach the larger general community is a plus.

1. Project Management

Project Management: Identify tools and methods that will be used to keep the project moving on time and within budget. Grantee should anticipate meetings with City staff throughout the project, including regular conference calls and in-person meetings at key project milestone.

- a) Project Kick-off Meeting: Meet with the Community Services and Recreation staff to identify project milestones, refine the scope of work, confirm timeline, clarify specific roles and responsibilities and identify project resources.
- b) Registration forms: ensure all participants complete registration forms that meet the City of East Palo Alto's requirements & send city staff all registration forms by the end of programming term.
- c) Program Evaluation Forms: distribute program evaluation surveys to all participants (if 18+) or parents (if participant is under 18) and send completed surveys to City of East Palo Alto Staff

2. Community Outreach and Engagement Strategy

The Grantee is required to recruit Youth & Families for their specific activities. A community outreach plan is required. If accepted, your contract terms will be contingent upon your participation rate. Working with staff, the Grantee will identify a comprehensive strategy for community involvement that maximizes input from a variety of stakeholders. Other duties will include preparation of meeting materials, meeting presentations, and summaries of each event/meeting/online activity.

- a. Community-at-large: Community engagement is a critical component of this planning process and will involve the community on many levels. Ongoing engagement will occur throughout the course of the project with the community-at large at workshops, community events and online.
- b. Council Hearings: Develop and assist in presentations for recommendations to City Council on summer programming. Assume to attend at least two City Council meetings.

VI. Format Requirements of RFP Proposal

The submittal shall be prepared in an 8 ½” by 11” format, limited to seven (7) pages but no less than four (4) pages, not including brochures. Attachments, resumes, covers and dividers are not included in the page count. In addition, any information that needs to be returned should not be submitted. **Proof of insurance is required at time of proposal that meets the City’s minimum insurance requirements as set forth herein.**

The Grantee is requested to include the following information in the proposal:

1. Cover Letter: State the organization/individual interest and commitment of personnel to conduct programming beginning June 2025. Identify and describe any distinguishing features or capabilities that make your organization a superior choice to perform the work. The letter must be signed by the individual authorized to negotiate the Contract with the City. (1-2 pages maximum).
2. Approach and Understanding: Describe your understanding of programming that you are requesting to implement along with a description of the process/approach to be used in community engagement and providing the service. Be sure to outline internal protocol for ensuring clear communication between the City and the Grantee. (1 page minimum)
3. **Remote Programming Protocol:** To provide the best possible services for residents in the City, please include no less than one (1) page of your Operations plan as it would pertain to activities conducted 100% remote, not limited to Shelter in Place, Virtual operations, and Social Distancing protocols. Any interested organization will need to list activities and their plan for moving to a completely remote programming operation.
4. Work Plan and Schedule: Explain in detail a proposed programming schedule, including all anticipated tasks and deliverables to address the RFP scope of work. City staff will provide you with updates from California Department of Public Health as it relates to your programming.(1 page minimum)
5. Insurance: Must provide proof of insurance at the time of application that covers the contract term from **March 2025-August 2025.**
6. Firm and Personnel Experience: State the qualifications and experience of the organization/ individual(s). Emphasize specific qualifications and experience with engagements of similar scope and complexity.
7. Resumes: List and provide resumes for committed individuals who will be assigned to the summer program.
8. Proposed Budget: please provide a detailed list of how you plan utilize the funding towards programming. List all potential costs, not limited to staff, equipment, supplies, insurance, etc

VII. Insurance Requirements

- a. Commercial General Insurance. GRANTEE/VENDOR, at its own cost and expense, shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. GRANTEE/VENDOR’s general liability policies shall be primary and shall not seek contribution from the City’s coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials employees, and agents shall be additional insureds under such policies.
- b. Any failure of GRANTEE/VENDOR to comply with reporting provisions of the policies shall not affect coverage provided to the City and its officers, employees, agents, and volunteers.
- c. Coverage shall state that Grantee/Vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer’s liability.
- d. Coverage shall contain a waiver of subrogation in favor of the City.

Business Automobile Liability

(insurance must cover not only the transportation of participants but also employees acting under the scope of their employment, such as in buying materials for the program)

- a. Grantee/Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CAS 00 01 (or equivalent) with a limit of no less than one million dollars (\$1,000,000) per accident.
- b. Automobile Insurance (Option 1). GRANTEE shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0002 covering Automobile Liability, Code 2 (hired and non-owned auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- c. Automobile Insurance (Option 2). GRANTEE shall be required to procure Automobile Insurance only when vehicles are used in performing the Summer Program work including for buying materials for the program. It is not required for simple commuting and GRANTEE is prohibited from transporting any program participants as part of the Summer Program work. However, compliance with California law requiring auto liability insurance is a contractual requirement.

Workers' Compensation and Employer's Liability - Statutory.

- a. GRANTEE/VENDOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00). Grantee/Vendor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
 - i. Proof of Workers' Compensation is not required if Grantee/Vendor provides written verification that they have no employees. All Grantees/Vendors shall be required to complete an East Palo Alto "Workers Compensation Certification" form.

Abuse and Molestation Liability Insurance

(Abuse and Molestation Liability Insurance can be within Commercial General Insurance but it needs to be expressly listed in the policy)

- a. GRANTEE/VENDOR shall procure abuse and molestation liability insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence.

All Coverages

- a. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- b. Each insurance policy required by the 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 the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- c. The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
- d. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- e. Evidence of Insurance – Prior to commencement of work, the GRANTEE/VENDOR shall furnish City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The GRANTEE/VENDOR must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- f. Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-VII or higher.

VIII. Proposal Submission

1. Pre-Submittal Inquiries

Organizations interested in applying for Summer Park Activation funding are invited to attend a **mandatory Informational Session** on **Monday, November 4, 2024 at 12:30 p.m.** (Zoom Virtual Orientation) or **6:00pm** to review the Park Activation requirements and have questions answered regarding the Scope of Work. Programmers should have personnel who are needed to ascertain the scope of this project attend as well. City responses to questions will be made in the presence of all attendees.

Specific questions concerning Park Activation should be submitted via email to the **Community Services Division** at commservices@cityofepa.org before the date identified in Section IX RFP Schedule. All vendors who have notified the City of their intent to respond to the RFP will be provided, via email, with a copy of any question submitted and the answer given by the City per the RFP Schedule.

2. Terms and Conditions

The terms and conditions of the grant will be on a time and material basis with a not-to-exceed budget.

3. Proposal Submission

Proposals for Park Activation must be received no later than 5:00 p.m. on Friday, November 22, 2024

Grantees must submit two (2) hard copies of their proposal and one (1) electronic copy. The proposals must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "Summer Programming for Youth & Families 2025" and delivered to:

Community Services & Recreation Division

City of East Palo Alto—City Hall

2415 University Avenue, East Palo Alto, CA 94303

Attn: Community Services Division

Late or facsimile proposals will not be accepted. It is the Grantee's responsibility to ensure that their proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered. All proposals shall remain in effect for at least 90 days from the opening date.

IX. Summer Park Activation RFP Schedule

The following RFP schedule is subject to change at the discretion of the City. City staff will provide sufficient advance notice to Grantees in the event of schedule changes.

Milestone	Date
Request for Proposal Issued	Monday, October 28, 2024
Mandatory Information Sessions	Monday, November 4, 2024
Final date to Submit Questions about this RFP	Wednesday, November 6, 2024
City Issues Responses to Written Questions	Friday, November 8, 2024
Proposal Due	Friday, November 22, 2024
Interviews	December 11-12, 2024
Selection and Completion of Contract Negotiations	January 2025
Successful Candidate’s Begin Programming	Monday, June 9, 2025

X. Evaluation Criteria and Selection Process

The proposal should enable the City to evaluate the organization/individuals’ qualifications through a review and interview process, and to select the most qualified grantee to provide the service(s). At its sole discretion, the City may extend the scope of work to include additional work after the successful firm is selected.

Evaluation Criteria.

The following are the critical areas of the proposal to be evaluated by the Selection Committee:

- a. Quality and Completeness: Does the described plan and approach to deliver services adequately address those identified in the RFP?
- b. Experience: Has the Grantee demonstrated the ability to successfully provide services for projects of similar complexity and nature as described herein? What is the record of experience in working with diverse community and governmental constituencies?
- c. Staff: Do the qualifications of key project team members to be assigned to the project coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience and professional qualifications?
- d. Organization: Does the Grantee offer the quality of services required for the types of projects listed in the Scope of Work? Does the organizational structure show sufficient depth for its present workload? How would the project described in this RFP fit into the schedule?
- e. Specific Management Approach: Has the Grantee described its ability to achieve budget and project delivery goals for projects of similar complexity and nature as described in the Scope of Work? How will the firm apply its management techniques and resources?
- f. Reputation: Are the Grantee’s references from past clients, associates, or any publicly available source favorable?
- g. Familiarity with Locality: Does the Grantee team demonstrate familiarity with the City of East Palo Alto and the project location? Does the Grantee’s proposal include a context-sensitive approach to the project outlined in the scope of work?
- h. Program Impact and Uniqueness: is the programming unique to East Palo Alto? Will programming have a high impact on the wellness of its participants?

Summer Park Activation Selection Process.

Grantees submitting the highest quality professional services proposals with the highest impact and unique programming will be invited to interview with the City. At the conclusion of interviews the City will undertake contract negotiations with the top-ranked Grantees.

XI. General Requirements

1. Collusion: By submitting a response to the RFP, each Grantee represents and warrants that its response is genuine and is not made in the interest of or on behalf of any person not named therein; that the Grantee has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Grantee has not in any manner colluded to secure any improper advantage over any other person submitting a response.
2. Gratuities: No person will offer, give or agree to give any City employee or its representatives any gratuity, discount, offer of employment, or other financial advantage in connection with the award of contract by the City. No City employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount, offer of employment, or other financial advantage in connection with a City contract.
3. Required Review and Waiver of Objections by Vendor: Grantees should carefully review this RFP and all attachments, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City.
4. Proposal Withdrawal: To withdraw a proposal, the Grantee must submit a written request, signed by an authorized representative, to the RFP Contact Person. After withdrawing a previously submitted proposal, the Grantee may submit another proposal at any time up to the deadline for submitting proposals.
5. Proposal Errors: Grantees are liable for all errors or omissions contained in their proposals. Grantees will not be allowed to alter proposal documents after the deadline for submitting a proposal.
6. Incorrect Proposal Information: If the City determines that a Grantee has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the vendor knew or reasonably should have known was materially incorrect, that proposal maybe determined non-responsive, and the proposal may be rejected at the City’s sole discretion.
7. Right to Refuse Personnel: The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors. Grantee shall provide at least 50% of services by its own employees, subcontractors may provide less than 50% of services. The City reserves the right to interview and approve Grantee’s key staff. Grantee’s staff may be subject to the City’s background and drug testing processes at any time.

8. **Personnel Training:** To enhance security and safety of residents, the City may require all active personnel to complete Human Trafficking and/or Sexual Abuse & Molestation training that will be conducted or contracted by the City. The City shall provide at least 20 minutes of classroom or other effective training and education regarding human trafficking awareness to each program personnel who is likely to interact or come in to contact with victims of human trafficking. The City shall, once every two years, provide human trafficking awareness training and education to each grantee who is likely to interact or encounter victims of human trafficking and, within two months of contract start date, to any new personnel who are likely to interact or come into contact with victims of human trafficking.

The human trafficking awareness training and education required by the City shall include, but not limited to, the following:

- The definition of human trafficking and commercial exploitation of children and or individuals at high risk.
- The difference between labor and sex trafficking specific to the childcare sector
- Guidance on the role of program providers in reporting and responding to this issue.
- The contact information of appropriate agencies, including, but not limited to, the National Human Trafficking Hotline toll-free telephone number, 1-888-373-7888, and text line, 233733, and the telephone numbers of the appropriate local law enforcement agencies.

9. **Proposal of Additional Services:** If a Grantee indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

10. **Licensure:** Before a contract pursuant to this RFP is signed, the Grantee must hold all necessary, applicable business and professional licenses, including, but not limited to, a **City of East Palo Alto Business License**. The City may require any or all Grantees to submit evidence of proper licensure.

11. **Conflict of Interest and Proposal Restrictions:** By submitting a response to the RFP, the Grantee certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, gifts, or other compensation in exchange for acting as an officer, agent, employee, subcontractor, or Consultant to the vendor in connection with the procurement under this RFP. Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP. Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other vendors, and said individual, company, or other entity may not submit a proposal in response to this RFP.

12. **Contract Negotiations:** After a review of the proposals and completion of the reference checks, interviews, and demonstration, the City intends to enter into contract negotiations with the selected Grantee(s). These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City may open negotiations with the next ranked Grantee or reject all proposals and reissue the RFP. Insurance requirements are not subject to negotiations.

13. **Right of Rejection:** The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety. Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Vendors must comply with all of the terms of this RFP and all applicable State laws and regulations. Grantees may not restrict the rights of the City or otherwise qualify their proposals. If a Grantee does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected. The City reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the vendor from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any vendor to strict compliance with the RFP.

14. **Disclosure of Proposal Content:** All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (California Government Code Section 6250 et. seq.). By submitting a proposal, the Grantee acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection. If a Grantee submits an entire proposal marked confidential, it will be considered non-responsive. Each Grantee should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a Grantee submits, is a trade secret. If a request is made for information marked "confidential," the City will provide the Grantee who submitted such information with reasonable notice to allow the Grantee to independently seek protection from disclosure by a court of competent jurisdiction.

15. **Severability:** If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and Grantee will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

16. **RFP and Proposal Incorporated into Final Contract:** This RFP and the successful proposal will be incorporated into the final contract.

17. **Proposal Amendment:** The City will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the City.

18. Warranty: The selected Grantee will warrant that the proposed solution will conform in all material respects to the requirements and specifications as stated in this RFP and as demonstrated during the evaluation process. In addition, the requirements as stated in this RFP will become part of the subsequent agreements.

19. Rights of the City: The City reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals
- Issue subsequent Requests for Proposals
- Postpone opening proposals if necessary for any reason
- Remedy errors in the Request for Proposal process
- Approve or disapprove the use of particular subcontractors
- Negotiate with any, all, or none of the Grantees
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposals
- Enter into an agreement with another Consultant in the event the originally selected Grantee defaults or fails to execute an agreement with the City

- An agreement will not be binding or valid with the City unless and until it is approved by the City Council and/or executed by authorized representatives of the City and of the vendor.

XII. Other Notes

This RFP does not commit or require the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Grantee, or to modify or cancel in part or in its entirety the RFP if it is in the best interest of the City to do so. Furthermore, a contract award may not be made based solely on price.