

CITY OF YAKIMA

Request for Proposals No. 12111P

To Provide

Programming at the Washington Fruit Community Center
Parks & Recreation



Release Date: August 16, 2021

City of Yakima
NOTICE TO PROPOSERS
RFP NO. 12111P

Notice is hereby given by the undersigned that sealed Requests for Proposals will be accepted by the Clerks' Office located at City Hall, 129 N. 2nd Street, Yakima, Washington 98901, until the hour of 11:00:00 AM PST on September 17, 2021. At such time, RFPs will be publicly opened in Council Chambers and Proposer's names will be read for: **Programming at the Washington Fruit Community Center – Parks & Recreation**

The City of Yakima reserves the right to reject any & all RFPs. The City hereby notifies all Proposers that it will affirmatively ensure compliance with WA State Law Against Discrimination (RCW chapter 49.60) & the Americans with Disabilities Act (42 USC 12101 et set.)

Dated August 16, 2021. Publish on August 16 & 17, 2021
Maria Mayhue, Purchasing Manager

**CITY OF YAKIMA
REQUEST FOR PROPOSALS 12111P**

This Request for Proposals (RFP) invites Submittals from Proposers interested in partnering with City of Yakima Parks and Recreation to provide Programming at the Washington Fruit Community Center.

The City may select and contract with multiple Proposers, in order to meet the programming needs of our community. Programmers will be assigned space and time slots in a manner consistent with the Mission of the WA Fruit Community Center.

This RFP is not intended to include programs that are provided through a building rental agreement.

1. PURPOSE AND BACKGROUND

Washington Fruit Community Center is a community center with a focus on providing social services and recreation. Parks and Recreation currently utilizes this space for existing programs. The selected Proposer(s) will work with the City to provide additional programming services as specified in the RFP.

The Center has multi-purpose rooms that are intended to be used for multiple programs. Accordingly, each Program must be able to clear out their assigned space for others at the end of each session or donate equipment for ALL to use. Any technology that is needed for programming must be pre-approved and all network and/or hardware connections coordinated with Parks and Recreation staff. Proposer will be responsible for all Tech Support.

2. DEFINITIONS

- A. City City of Yakima, Washington, and its departments.
- B. Proposer The nonprofit organization, meeting Yakima Parks & Recreation Division criteria for free usage of Parks and Recreation facilities, who is submitting a Proposal (RFP) Submittal.
- C. RFP The Request for Proposals, including any amendments or other addenda hereto. In case of conflict between the RFP and exhibits, the RFP governs.
- D. Proposal (RFP) Submittal The materials submitted by each Proposer in response to the RFP, including all attachments.

3. RFP ADMINISTRATION

Upon release of this RFP, all Proposer communication shall be directed in writing to the RFP Coordinator listed below. Any oral communications with other City employees will be considered unofficial and non-binding on the City.

4. RFP COORDINATOR RFP Coordinator is:

Maria Mayhue, Purchasing Manager
City of Yakima
129 No. 2nd Street
Yakima, WA 98901
Ph: 509-575-6094 Email: maria.mayhue@yakimawa.gov

5. PRELIMINARY RFP SCHEDULE (may be revised as needed)

	<u>Date</u>
RFP Released	August 16, 2021
RFP Submittals Due	September 17 at 11:00 AM
Interviews	TBD
Emailing of status letters to Proposers	TBD

Award of Contract(s) by City Manager TBD

Proposed Start Date TBD

6. MISSION OF THE WASHINGTON FRUIT COMMUNITY CENTER

- Yakima Parks and Recreation Mission Statement –
To provide beautiful places with quality recreation opportunities that enrich the well-being of our community.
- Washington Fruit Community Center proposed Mission Statement –
To foster inclusive participation by providing a variety of quality, fun and safe programs for people of all ages.

To be effective, all programs must be culturally competent, linguistically sensitive, and accessible to the entire community.

In order to be considered, RFP Submittals must be in line with these concepts.

7. DEADLINE FOR DELIVERY OF PROPOSAL SUBMITTALS

One original RFP Submittal with one (1) complete copy and one (1) complete copy on flash drive to be submitted to and date stamped by the City Clerk’s Office:

City of Yakima
City Hall
129 No. 2nd St.
Yakima, WA 98901

RFP Submittals must be received by the Clerk’s Office and stamped in by 11:00 a.m. PST on September 17, 2021 in a sealed package labeled *RFP 12111P WA Fruit Community Center Programming*, with the date and time of RFP opening written on the face of it.

LATE RFP SUBMITTALS WILL NOT BE CONSIDERED. E-MAILED SUBMITTALS WILL NOT BE ACCEPTED. RFP submittals, which do not include all requested information and required documentation, may be considered non-responsive.

8. CRITERIA FOR USAGE

Regularly and often the Yakima Parks and Recreation Division is approached by various organization to allow them to utilize park and recreation facilities at no cost. In order to determine which organizations and events qualify for facilities at no charge the following criteria must be met:

Criteria for Free Usage of Parks & Recreation Facilities

1. Organization must be a 501 (C) (3) or a governmental unit.
2. The event or program must be for the public good.
3. The event or program must be open to all people.
4. The organizers may not be a religious organization using the event to promote religious views.
5. The organizers may charge a nominal fee or registration fee for the event. No charge is preferred.
6. The event or program may not be a fundraising event for the organization – The fundraiser may be for a public good, (e.g. raising funds to purchase all-inclusive playground equipment).

7. The organizer **may** receive facilities at no cost if they are serving a disadvantaged group, (i.e. physically or mentally challenged, low-income, or historically underserved). City Manager approval is necessary for facilities at no cost (e.g. Special Olympics activities).
8. Facilities may be utilized at no cost if the City of Yakima Parks and Recreation Division or another City of Yakima division is a sponsor, co-sponsor or is partnering with another organization for the program or event.

9. RFP SUBMITTAL DOCUMENTS

A separate RFP Submittal is required for each proposed program.

Provide a cover letter, written on official business stationery and signed by an official authorized to legally bind the Proposer. Include the following:

- A. Name and title of Proposer representative
- B. Name, physical and mailing address of nonprofit organization
- C. Telephone number and email address
- D. A statement that the Proposer believes its Proposal meets all the requirements set forth in this RFP
- E. Any additional information that Proposer would like the City of Yakima to consider

Provide a detailed description of the proposed programming including the following:

- A. Schedule of Activities
- B. Service Capacity (number of youth/families to be served)
- C. Staffing overview and qualifications
- D. Intended Outcomes
- E. 12-month Work Plan
- F. Literature Citation(s) providing evidence of benefits to be realized by the community from the proposed programming

11. QUALIFICATION REQUIREMENTS

Proposers should address the following areas in their RFP Submittal:

A. Experience:

- 1) Explain the qualifications your organization has to provide the proposed programming.
- 2) Describe your experience in providing similar programming.
- 3) Describe existing partnerships that may contribute to your success.
- 4) Provide a copy of your current 501 (C) (3) registration.

B. Cultural Competency

- 1) Describe your plan for ensuring programming and activities will serve the cultural, economic, language, and other unique characteristics of the community.

C. Optional Monetary Contribution

Provide a description of your agency's proposed monetary contribution to WA Fruit Center, if any.

12. EVALUATION BY SELECTION COMMITTEE

All RFP Submittals will be screened to determine whether the minimum requirements of the RFP are met. The Selection Committee (SC) will then evaluate those submittals, which meet the minimum RFP requirements. Each responsive submittal will be rated on a point system with a short-list of top-scoring Proposers selected to attend an interview and/or be invited to enter into an agreement (see Exhibit B).

A. Evaluation Criteria The following are the criteria, which will be used in the selection of Proposers. A maximum score of 100 points will be used by each evaluator to score Proposers. Each of the following elements shall have the stated maximum point value:

		<i>Points</i>
1)	Program Description and Work Plan	30
2)	Experience and Qualifications	25
3)	Benefit to Community/In line with Mission	45
	TOTAL	100

13. POST EVALUATION EVENTS AND AWARD

The RFP Coordinator will e-mail written notices to all Proposers who submitted qualifications, informing them of their status.

The successful Proposer(s) will be offered the opportunity to enter into an agreement with the City of Yakima to provide programming services. The City reserves the right to negotiate any element of this RFP, if it is determined to be in the best interest of the City. If an agreement cannot be reached, the City reserves the right to enter into an agreement with the next highest ranked Proposer(s).

The Selection Committee (SC) intends to execute all contracts during September-October, 2021. The City Manager will make the final award of contract(s).

The City may select and contract with multiple Proposers in order to meet the programming needs of our community.

14. OTHER INFORMATION

A. Reservation City of Yakima reserves the right to award the contract to the Proposer(s) that it deems to offer the best overall qualifications/submittal in its sole discretion. The City reserves the right to revise the RFP schedule, to revise the RFP and/or to issue amendments to the RFP. The City also reserves the right to cancel or to reissue the RFP in whole or in part prior to the execution of a contract. The City also reserves the right to refrain from contracting with any and all Proposers. The release of the RFP does not compel the City to enter into any contract pursuant to the RFP. The City reserves the right to correct obvious ambiguities and errors in the Proposer’s submittal and to waive non-material irregularities and/or omissions.

B. Proposer’s Cost to Develop Qualification Submittal Costs for developing qualification submittals in response to the RFP are entirely the obligation of the Proposer and shall not be chargeable in any manner to the City.

C. Proposers’ Questions Any person contemplating submitting an RFP who is uncertain as to the intended meaning of any part of the RFP or other contract documents, or who finds discrepancies in, or omissions from the RFP may request interpretation, clarification, or correction of this RFP. Such request must be in writing and must be delivered to the RFP Coordinator by mail, email, or hand delivery.

The person submitting the request is responsible for its timely delivery. Any interpretation or correction of the RFP will be made only by written addendum and will be mailed or delivered to each person receiving this RFP, in addition to being posted on the City Purchasing webpage. Any information given to any Proposer concerning the solicitation or any changes to the RFP shall be provided in writing to all Proposers to ensure that all Proposers receive the same information relating to the RFP. The City will not be responsible for any other interpretation, clarification, or correction of this RFP. Proposers must acknowledge receipt of any addenda received in their response by either stating they received the addenda, or returning said addenda with their response.

Each Proposer should verify that it has received all addenda to this RFP by direct inquiry to the RFP Coordinator before providing a submittal.

D. Clarification of Responses As part of the evaluation process, and at the discretion of the SC staff, Proposers may be asked to clarify specific points in their respective responses. The SC reserves the right to request oral interviews of Proposers. Whether there will be interviews and who will be invited to make a presentation to the SC will be at the sole discretion of the City.

E. Public Records Access It is the intention of the City to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Proposal openings are public.

F. Proprietary Information Any consideration of proprietary information is the responsibility of the Proposer to object to through the courts following third party notice, not the City.

All information submitted in response to a request for public disclosure will be handled in accordance with applicable City procurement regulations and the Washington State Public Records Act (RCW 42.56 et seq.). It is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

Unless otherwise noted, data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the City.

G. Requests for Public Disclosure Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. All documents submitted in relation to this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public. It is the intent of the City to post all RFP responses online and available to the public after the contract is signed.

Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal. If, in the City's opinion, the material is subject to disclosure, the City will notify Proposer of the request and impending release which will allow the Proposer 10 days from notice to take whatever action it deems necessary to protect its interests. All expense of such action shall be borne solely by the Proposer, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Proposer shall indemnify City against same. If the Proposer fails or neglects to take such action within said period, the City will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Proposer to the foregoing procedure and the Proposer shall have no claim against the City on account of actions taken pursuant to such procedure.

H. Protest Procedure Any protest must be made in writing, signed by the protestor, and state that the Proposer is submitting a formal protest. The protest shall be filed with the City of Yakima Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by email to: Maria.Mayhue@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested.

Protests based on specifications/scope of work, or other terms in the RFP shall be filed at least five (5) calendar days before the RFP due date, and protests based on award or after the award shall be filed no more than five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the protestor:

Step I. Purchasing Manager and Division Manager of RFP solicitation try resolving matter with protester. All available facts will be considered and the Purchasing Manager shall issue a written decision.

Step II. If unresolved, within three (3) business days after receipt of written decision, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III. If still unresolved, within three (3) business days after receipt of appeal, the protest may be appealed to the Executive (or his designee). The Executive shall make a final determination in writing to the Protester.

Award Announcement

Purchasing shall announce the successful Proposer via Website, e-mail, regular mail, or by any other appropriate means. Once the Intent to Award is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the Proposer received the information, but rather when the announcement is issued by Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the City determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the City.

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The City retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

WASHINGTON FRUIT COMMUNITY CENTER - FLOOR PLAN

Washington Fruit Community Center - Floor Plan





SAMPLE AGREEMENT Programming at the Washington Fruit Center

Successful Proposer(s) will be invited to enter into this Personal Services Agreement. Terms and Conditions must be accepted as-is as there will be no negotiations. This is to ensure transparency and maintain consistency between Programming agreements.

THIS AGREEMENT (hereinafter "Agreement") is made and entered into by and between the City of Yakima (hereinafter the "City") a Washington municipal corporation, and _____ (hereinafter "Programmer")

WITNESSETH: The parties, in consideration of the terms and conditions herein, do hereby covenant and agree as follows:

1. Programming Services

The minimum services (hereinafter referred to as "Programming") that the Programmer will provide include those as described in Programmer's RFP Submittal, which is attached as Exhibit A hereto and incorporated herein by this reference.

2. Contract Term

Programming will be awarded for one 12-month contract period. Non-competitive continuation requests will be considered up to two (2) additional years depending on performance and availability.

3. Termination

Either party may terminate the Contract at any time, without cause, by providing at least thirty (30) calendar days' notice, in writing, of the intended date of termination.

4. Agency Relationship between City and Programmer

Programmer shall, at all times, be an independent Contractor and not an agent or representative of City with regard to performance of the Programming. Programmer shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Programmer be authorized to enter into any agreement or undertaking for, or on, behalf of City.

5. Compliance with Law

Programmer agrees to perform all Programming under and pursuant to this Contract in full compliance with any and all applicable laws, rules, ordinances and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise including policies adopted by the City, as such laws, ordinances, rules, regulations and policies apply to the use and operation of City of Yakima property, facilities and operations as those laws, ordinances, rules, regulations, and policies now exist or may hereafter be amended or enacted.

6. Non-Discrimination

During the performance of this Contract, Programmer agrees as follows:

The Programmer shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, gender identity, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of Services under this Agreement.

In the event of the Programmer's noncompliance with the non-discrimination clause of this contract or with any such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Programmer may be declared ineligible for any future City contracts.

7. The Americans With Disabilities Act

With regard to the services to be performed pursuant to this Agreement, Programmer agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations, and Washington State's antidiscrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

8. No Insurance Provided by City

It is understood the City does not maintain liability insurance for Programmer and/or its staff.

9. Indemnification and Hold Harmless

Programmer agrees to protect, defend, indemnify, exonerate, and hold harmless the City, its elected and appointed officials, agents, officers, and employees (hereinafter "parties protected") from (1) any and all claims, demands, liens, lawsuits, administrative and other proceedings, and (2) any and all judgments, awards, losses, liabilities, damages (including punitive or exemplary damages), penalties, fines, costs and expenses (including legal fees, costs, and disbursements) for, arising out of, or related to any actual or alleged death, injury, damage or destruction to any person or any property (including but not limited to any actual or alleged violations of civil rights) to the extent solely or concurrently caused by, arising out of, or related to any actual or alleged act, action, default or omission (whether intentional, willful, reckless, negligent, inadvertent, or otherwise) resulting from, arising out of, or related to Programmer's provision of services, work or materials pursuant to this Agreement. Programmer further agrees that it specifically and expressly waives its immunity under industrial insurance, Title 51 RCW, or immunity under any other provision of law to the extent of the obligations assumed to the parties protected hereunder.

10. Insurance

On or before the effective date of this Agreement, Programmer shall provide the City with a certificate of insurance as proof of liability insurance in the amount of Two Million Dollars (\$2,000,000 00) that clearly states who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect (any statement in the certificate to the effect of "this certificate is issued as a matter of information only and confers no right upon the certificate holder" shall be deleted). Said policy shall be in effect for the duration of this Agreement. The policy shall name the City, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice. Insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide. The insurance company shall be either admitted in the State of Washington or a licensed surplus lines insurance company in the State of Washington. If the City is damaged by the failure of Programmer to maintain the above insurance or to so notify the City, then Programmer shall bear all costs attributable thereto. If requested, Programmer shall provide the City With a complete copy of the policy.

11. Assignment.

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Programmer to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Programmer stated herein.

12. Background Checks

Personnel (Programmer and Staff, including Volunteers) must undergo a 10-year criminal history background check, initiated and paid for by Programmer. Initial background checks must be performed within thirty (30) days of award of contract and reports given to the City Representative at that time. Checks on any new staff hired during the term of this contract must be performed immediately and reports given to the City Representative as soon as they are available.

- a. Programmer and Staff must not have been convicted of any crimes against any vulnerable population in any degree in the preceding ten (10) year period.

- b. Programmer and Staff must not have been convicted of the crime of larceny or theft in any degree in the preceding five (5) year period.
- c. Programmer and Staff must be clear of any domestic violence, sexual or drug related convictions. Programmer and Staff shall be free from any pending felony actions or convictions.
- d. Programmer shall maintain a drug free workplace/policy. No staff may be under the influence or exhibit any signs of either alcohol, drug use, or both.
- e. Annually, during contract renewal, Programmer will provide the same background check for each staff member working on this contract that was required when the contract was awarded.
- f. Violation of, or failure to adhere to any of the above requirements shall be deemed sufficient cause for termination.

13. General Requirements

- a. Programmer is responsible for supervision of all minors and persons who are part of a vulnerable population and/or require special care, who are in attendance at their program(s) at all times.
- b. Programmer is responsible for hiring, counseling, discipline, and firing of their own program staff.
- c. Programming must be kept to a sound level that does not disrupt other programs.
- d. Damages/No-Alterations
Programmer agrees to exercise the utmost care in the use of the facility and property. No permanent alterations may be made. All tables and chairs must be returned to the appropriate storage area in good order. All debris and spills must be cleaned. Trash must be placed in trash bags, removed from building and deposited in the outside receptacle. All supplies and equipment must be removed from the building immediately following your session. Any equipment that remains will be made available to all users of the facility at no charge. Building must be returned to the same condition as when you arrived.
- e. Facility Security
The City may prohibit entry to any secure facility, or remove from the facility, a Programmer or a staff member who does not perform his/her duties in a professional manner, or who violates the secure facility's security rules and procedures. The City reserves the right to search any person, property, or article entering its facilities.

14. Integration

This Contract, along with the City of Yakima's RFP 12111P Programming at the Washington Fruit Center and the Programmer's response to the Request for Proposals ("RFP"), represents the entire understanding of the City and Programmer as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Contract may not be modified or altered except in writing signed by both parties.

15. Severability

If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

16. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

17. Venue

The venue for any judicial action to enforce or interpret this Contract shall lie in a court of competent jurisdiction in Yakima County, Washington.

18. Authority

The person executing this Contract, on behalf of Programmer, represents and warrants that he/she has been fully authorized by Programmer to execute this Contract on its behalf and to legally bind Programmer to all the terms, performances and provisions of this Contract.

19. Notices

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties to their addresses as follows:

TO CITY:

Ken Wilkinson
Parks & Recreation Manager
City of Yakima Parks & Recreation Division
2301 Fruitvale Boulevard
Yakima, WA 98902

TO PROGRAMMER:

20. Survival

The foregoing sections of this Contract, 2-19 inclusive, shall survive the expiration or termination of this Contract in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto execute this Contract as of the day and year first above written.

CITY OF YAKIMA

PROGRAMMER NAME

City Manager

By: _____

Date: _____

Date: _____

Attest:

(Print name)

City Clerk