



City of Millbrae

621 Magnolia Avenue, Millbrae, CA 94030

Request for Statements of Interest

Licensed Pre-School and Early Childhood Recreation Operations Partnership for the Millbrae Recreation Center Project

Issue Date: February 22, 2019
Submittal Due: **April 05, 2019 by 5:00 p.m.**

Introduction

The City of Millbrae (City) invites qualified pre-school and early childhood recreation Operators to submit Statements of Interest (SOIs) to operate a licensed pre-school and early childhood recreation facility at the proposed new Millbrae Recreation Center. This is an opportunity for a licensed and qualified pre-school services provider to be a part of the brand new, state-of-the-art facility and obtain exclusive, long-term rights to operate in partnership with the City of Millbrae.

Responses must conform to the requirements of this Request for Statements of Interest (RSI). The City reserves the right to reject any SOI that does not comply with this RSI.

All SOIs shall be received by the City no later than 5:00 p.m. on April 05, 2019.

Millbrae Recreation Center Project

1. Background:

In July 2016 a major structure fire destroyed the Millbrae Community Center, located in Central Park at 477 Lincoln Circle in the City of Millbrae. A significant recovery effort has been underway since the fire beginning with a robust public outreach process initiated in the spring of 2017 by the City's master plan architect, Group 4 Architecture, Research, and Planning (Group 4). That effort has resulted in the upcoming finalization of a conceptual design to be followed by schematic design in spring, 2019.

On February 27, 2018, the City Council approved the "Millbrae's New Community/Recreation Center Master Plan Report" (Master Plan Report) and authorized Group 4 to begin the conceptual design phase of the project. The Master Plan Report can be found on the City's web site at: <https://www.ci.millbrae.ca.us/home/showdocument?id=14172>.

The final Master Plan Report reflects the totality of community input received throughout 2016 and 2017 with added City staff and consultant team recommendations. It covers the entire Central Park and Community/Recreation Center site, describing the ultimate desired build-out and the various options to achieve the Master Plan's vision. It also addresses current "best practices" for community/recreation center planning, design, programming, and sustainability for meeting current

and future City aspirations and operational needs.

2. Current Status:

Since February 2018, after the conclusion of the community engagement component, the City's focus has been on developing the final Conceptual Design for the rebuilding of the Recreation Center, which will provide an excellent opportunity for a public or private partner to operate a licensed pre-school and early childhood recreation facility. The conceptual design plan includes the following spaces in the pre-school area of the Recreation Center:

- Two (2) preschool classrooms (900 square feet each), which each include counters with sinks, cubbies, and direct outdoor access to the shared enclosed play yard;
- Shared preschool restroom with child-height fixtures;
- Office (100 sf);
- Isolation/rest area (50 sf);
- Storage (100 sf); and
- Outdoor, secure play yard (~2,500 sf)

See Attachment 3: Program Diagram – Preschool Classrooms / Millbrae Recreation Center Floor Plan.

The City's project financing plan relies on a number of funding sources including: Proceeds from insurance, City capital improvement funds, donations, endowments, development impact fees, and proceeds from sales of property. The City intends to complete its financing plan in the coming months.

3. Project Schedule:

- July 2019 Group 4 completes Schematic Design, issues final report
- By Sept. 2019 City determines best building delivery method and issues contracts
- Sept. 2020 Start construction
- March 2022 Construction completion
- May 2022 Grand opening

The Ideal Operations Partner

The City has determined that the level of licensed pre-school and early childhood recreation services offered prior to the fire needs to be expanded to meet current demand and future community and regional needs. Therefore the conceptual design of the new Recreation Center is evolving to include state-of-the-art spaces and features that are able to flexibly and efficiently support a fully licensed, full-day, as well as off-hours, pre-school and early childhood recreation programming. The City desires to bring in a long-term operations partner during completion of the building's schematic design, such that an added dimension of expertise and experience may inform the subsequent detailed design development and construction specifications. The City anticipates a partner who will be fully engaged in the work of the project team up to the opening of the facility in the spring of 2022. Additionally, the City has a high interest in attracting a partner entity that is able and willing to commit to a meaningful capital contribution to the project financing package by August 2019.

Required SOI Content

1. Respondents shall submit a letter of transmittal and proposal which includes responses to the questions outlined in this (Required SOI Content) section including sufficient detail and attachments where applicable. The letter must also include the following:
 - a. Clearly indicate that the proposal is valid for at least a 90 day period.
 - b. Provide name, title, address, email, and telephone number of an officer of the responder who is authorized to negotiate with the City and contractually bind the organization. That individual must sign the proposal.
 - c. Provide name, title, address, mail, and telephone number of key contact for the City during the SOI and award process.
 - d. Acknowledgement of Standard Terms. A signed copy of the Acknowledgement (Attachment 2) that the responder agrees with the City's Standard Terms (Attachment 1) without any changes. In the alternative, if the responder does not agree with these Standard Terms, the responder must identify each section that responder wishes to modify and the proposed modification. By submitting a response to this SOI without exceptions, responders agree to the use of the terms of the City's Standard Terms as a baseline for future negotiations.
2. Programmatic/Partnership Approach
 - a. What type of program would your organization offer in Millbrae, such as ages served, activity types, etc.?
 - b. Why are you interested in working with the City of Millbrae and the Millbrae community?
 - c. Describe the type of financial arrangement you envision. For example, what are important deal points for your organization? What does your organization need from the City in order to make a meaningful capital contribution?
3. Qualifications & Experience of the prospective Operator.
 - a. The City would like an Operator who can:
 - i. Demonstrate experience with municipal contracts and/or operating agreements;
 - ii. Demonstrate a high level of competency and understanding of the full spectrum of pre-school and early childhood recreation operations;
 - iii. Demonstrate an understanding and recognition of the need to work harmoniously with a diverse community; and
 - iv. Demonstrate financial capacity to participate in the capital costs of the project.
 - b. In order to demonstrate your qualifications and experience, please provide:
 - i. A list of California cities or counties for which your organization was selected to provide similar services especially for similar communities; and
 - ii. A list of licensed California facilities in which your organization is currently the service provider.

4. References

List names, email addresses, and telephone numbers of three organizations or individuals that the City may contact for references regarding past performance in similar partnerships.

City's Reservation of Rights

The City reserves the right to:

- Accept or reject any or all SOIs received as a result of this solicitation, to negotiate with any qualified organization, to modify or cancel in part or in its entirety the RSI, or to request revised SOIs if it is in the best interest of the City to do so;
- To request additional information or clarification from those organizations that submit an SOI, or allow corrections of errors or omissions during the review process where it may serve the City's best interest;
- Waive informalities and irregularities in the SOIs received;
- Reject any or all SOIs without qualifications, and to negotiate specific requirements and costs using the selected proposal as a basis;
- Modify the scope of the project and the related services at any time based on the best interests of the City;
- Negotiate separately with any responder that has submitted a sufficient and timely proposal;
- Retain all SOIs submitted and to use any concepts or information in a proposal regardless of whether or not that proposal is selected; and/or
- Choose any number of qualified organizations to interview with the City.

This RSI does not commit the City to award a contract. In addition, the City will not be liable for any costs incurred by the responders' incidental to the preparation of SOIs or for developing and carrying out interview presentations, if needed.

Confidentiality

- All responses to this RSI become property of the City and will be kept confidential until a recommendation to the City Council to enter into exclusive negotiations has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 6250 et seq). Therefore, unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between the City and any organization regarding the RSI, shall be available to the public.
- If a responder believes any communication contains trade secrets or other proprietary information that the responder believes would cause substantial injury to the responder's competitive position if disclosed, the responder must request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a proposal with portions marked "confidential," a responder represents it has determined such portions qualify for exemption from disclosure under the California Public Records Act. A responder may not designate its entire response as confidential. The City will not honor such designations and will disclose submittals so designated to the public.

- If a responder requests that the City withhold from disclosure information identified as confidential, and the City complies with the responder's request, responder agrees to assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the responder's information), and pay any and all costs and expenses related to the withholding of the responder's information. The responder agrees not to make a claim, sue, or maintain any legal action against the City or its Councilmembers, officers, employees, or agents concerning the withholding from disclosure of the responder's information.
- If responder does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

Inquiries & Written Questions & Answers

Questions about this RSI or process must be submitted in writing (e-mail acceptable) to DeAnna Hilbrants, Deputy City Manager, 621 Magnolia Avenue, Millbrae, CA 94030 or dhilbrants@ci.millbrae.ca.us before 4:00 pm on March 8, 2019. The City will compile a list of written questions with responses and anticipates posting responses to the City website by March 15, 2019. It is the responsibility of responders to carefully review this RSI and any addenda including checking the City website regularly.

Submittal Details

Prospective Operators are to submit five (5) bound copies and one (1) USB thumb drive of their Statements of Interest no later than April 05, at 5:00 p.m. to:

DeAnna Hilbrants
Deputy City Manager
City of Millbrae
621 Magnolia Avenue
Millbrae, CA 94030

Selection Process/Schedule

The City intends to move rapidly through a selection process, such that the City Council may consider approval of a partnership agreement at the earliest feasible date. A City selection committee will likely make a recommendation to the City Council for entering into an exclusive right to negotiate with the highest-ranked prospective Operator.

Anticipated milestones (City reserves the right to amend schedule at any time following issuance of the RSI):

- February 22, 2019 City issues Request for Statements of Interest
- March 8, 2019 End of responder's questions period
- April 5, 2019 City receives Statements of Interest, commences Partner selection process
- Before May 31, 2019 City reviews and ranks SOIs and short-lists best qualified prospective Funding & Operations Partner

- Before July 31, 2019 City Council considers entering into an Exclusive Right to Negotiate with highest-ranked entity

The SOIs will be evaluated, given a composite score, and ranked based on the following criteria:

Ranking Criteria	Weighting
Alignment with City as “Ideal Operations Partner”	20%
Programmatic Approach <ul style="list-style-type: none"> • Types of programs proposed • Organizational Values and “fit” with City of Millbrae values • Responder’s unique “brand” and reputation as a trusted organization • Strength of commitment to the long-term success of the new facility 	25%
Qualifications of the prospective Operator <ul style="list-style-type: none"> • Experience with municipal or similar organizations • Understanding and experience with programs to be offered (such as licensed pre-school or day care) • Experience or demonstrated understanding and recognition of need to work harmoniously with diverse community. 	25%
Apparent capacity for and commitment to provide a meaningful capital contribution to the construction of the Recreation Center	15%
Demonstrated financial experience and responsibility	15%
Total	100%

Attachments

- Attachment 1: City Standard Terms
- Attachment 2: Acknowledgement Form for the City of Millbrae
- Attachment 3: Program Diagram – Preschool Classrooms/Millbrae Recreation Center Floor Plan

Attachment 1

City Standard Terms

1. **RESPONSIBILITY; INDEMNIFICATION.** COMPANY shall, to the fullest extent allowed by law, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the CITY and its officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action, losses, damages, costs, or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of COMPANY or COMPANY 's employees, officers, officials, agents or independent contractors. Such losses, damages, and costs shall include reasonable attorneys' fees of counsel of CITY 's choice, expert fees and all other costs and fees of litigation. COMPANY shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the active negligence or willful misconduct of CITY, its agents or employees. To the fullest extent permitted by law, this indemnity shall survive the termination or expiration of this Agreement.

2. **INSURANCE.**

A. **Workers' Compensation.** COMPANY shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, COMPANY shall deliver to the CITY a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY. Such insurance shall also contain a waiver of subrogation in favor of the CITY and its Councilmembers, officers, and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

B. **Commercial General and Automobile Liability Insurance.** COMPANY shall also procure and maintain at all times during the performance of this Agreement Commercial General Liability Insurance covering COMPANY and the CITY for liability arising out of the operations and activities of COMPANY and any subcontractors. COMPANY shall also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which shall include coverage for all vehicles, licensed or unlicensed, on or off the CITY's premises, used by or on behalf of COMPANY in the performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with COMPANY's activities, the CITY, and its Councilmembers, officers, and employees. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the CITY.

Inclusion of the CITY as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against COMPANY. The policy shall protect COMPANY and the CITY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured. Such insurance shall also contain a waiver of subrogation in favor of the CITY and its Councilmembers, officers, and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally

Prior to commencement of work hereunder, COMPANY shall deliver to the CITY a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY.

C. Deductibles and Retentions. COMPANY shall be responsible for payment of any deductible or retention on COMPANY's policies without right of contribution from the CITY. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the COMPANY or any subcontractor contains a deductible or self-insured retention, and in the event that the CITY seeks coverage under such policy as an additional insured, COMPANY shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of COMPANY, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if COMPANY or subcontractor is not a named defendant in the lawsuit.

**ATTACHMENT 2
ACKNOWLEDGEMENT FORM**

**ACKNOWLEDGEMENT FORM FOR CITY OF MILLBRAE STANDARD TERMS
CITY OF MILLBRAE REQUEST FOR STATEMENTS OF INTEREST FOR LICENSED PRE-
SCHOOL AND EARLY CHILDHOOD RECREATION OPERATIONS PARTNERSHIP FOR
THE MILLBRAE RECREATION CENTER PROJECT**

By signing below, the Operator acknowledges that it has examined the enclosed City of Millbrae "CITY STANDARD TERMS". If the City accepts the Statement of Interest, the standard terms, **without any changes**, within the City's Agreement form, shall be executed by the Operator within three (3) working days of notification by the City and Operator shall comply with applicable insurance requirements.

Legal Name of the Firm:

Business address:

Name of Authorized Person:

Signature of Authorized Person:

Date: _____

Telephone Number: _____

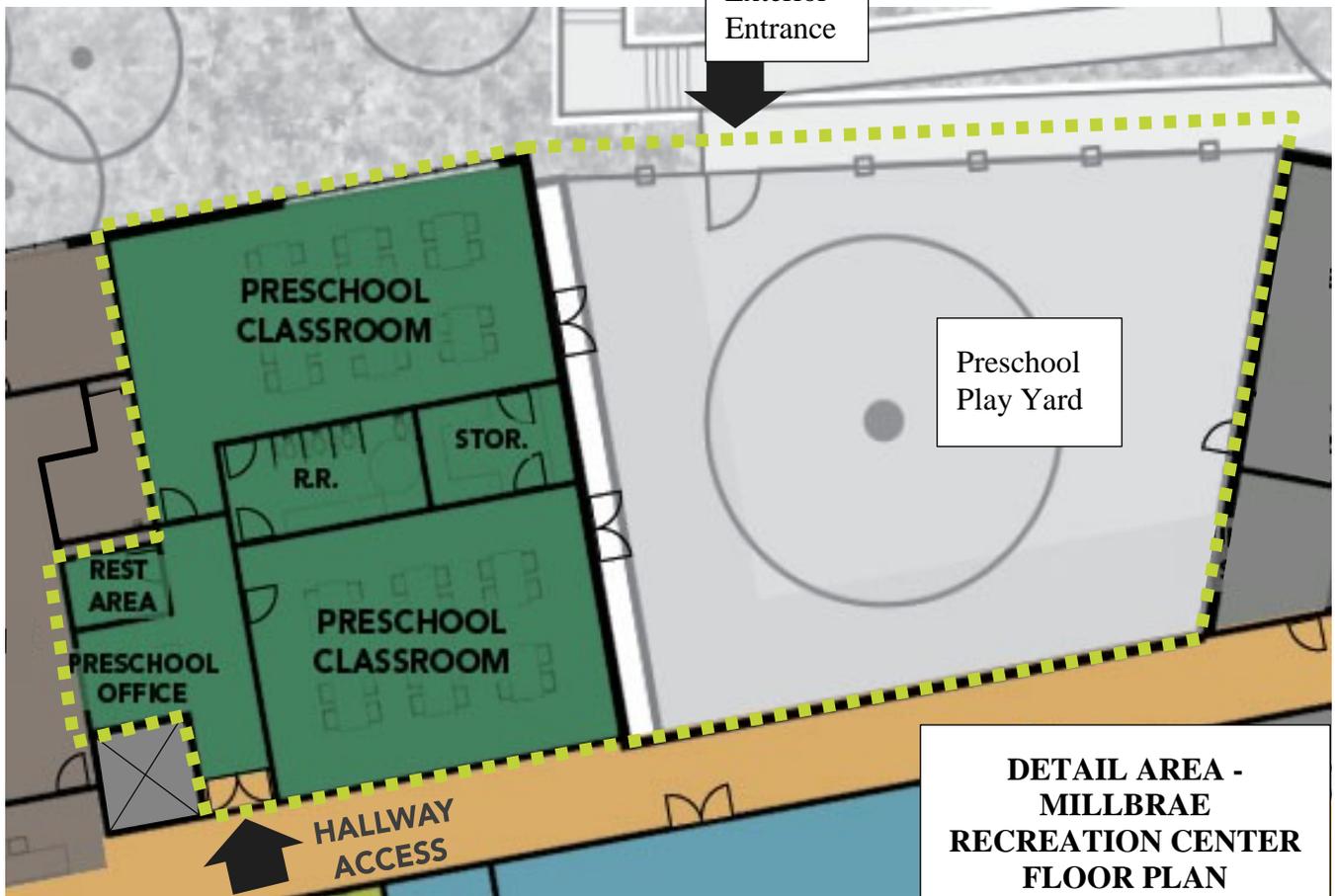
Email Address: _____

If requesting changes to the City's Standard Terms, do not sign this page. Return this page with an outline of requested changes to the City's Standard Terms including section number and requested language.

**ATTACHMENT 3
PROGRAM DIAGRAM – PRESCHOOL CLASSROOMS**



**MILLBRAE RECREATION CENTER
FLOOR PLAN**



**DETAIL AREA -
MILLBRAE
RECREATION CENTER
FLOOR PLAN**

In Progress Conceptual Plan Feb. 2019