

CITY OF DEER PARK

SOLICITATION OVERVIEW

The City of Deer Park is soliciting proposals for:

Title: Theater Dinner Show Meals Program
Commodity: Parks and Recreation
Due Date: August 5, 2016
Location: City Secretary Office at City Hall
710 E. San Augustine
Deer Park, Texas 77536-4258

Project Description

The City of Deer Park is seeking to enter into a contract with a Vendor with catering experience to provide buffet style meals for the Theater Dinner Shows.

General Conditions

- A. Proposals received after the date and time specified on the Request for Proposal packet shall be returned unopened and will be considered void and unacceptable. The City of Deer Park is not responsible for lateness of mail carrier, etc., and time/date stamp in the office of the City Secretary shall be the official time of receipt.
- B. Proposals cannot be altered or amended after closing date. Alterations made before closing must be initialed by proposer guaranteeing authenticity. Proposals may not be withdrawn after RFP closing date except in the case of an authentic substantial error.
- C. Proposals will be received and publicly acknowledged at the location, date and time identified in the Proposal packet. Proposers, their representative and interested persons may be present. The proposals received will be publicly opened and read aloud. Proposals shall remain effective for a period of one hundred and twenty (120) days from the date and time identified in the Proposal packet.
- D. By submitting a proposal, the proposer certifies that they have fully read and understand the Request for Proposal packet and has full knowledge of the scope, quantity and quality of the services to be furnished and intends to adhere to the provisions described or modified herein.
- E. The proposer shall furnish any additional information as the City of Deer Park may require. The City reserves the right to make investigations of the qualifications of the proposer, as it deems appropriate.
- F. Proposers must be able to adhere to all provisions of the enclosed contract.
- G. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.
- H. Proposers are advised that all City contracts are subject to all legal requirements provided in the City Charter and/or applicable City Ordinance, State and Federal Statutes.
- I. If required, reports, drawings and other deliverables prepared under this Contract by the successful proposer shall be and remain the property of the City upon City's compensation of the successful proposer for its services as herein provided. Successful proposer shall not release to others information furnished by the City without prior approval of the Purchasing Manager.
- J. Any proposal that does not contain all of the information requested in the Proposal packet may be considered as incomplete and may be rejected by the City of Deer Park.
- K. Proposals must be signed by an officer of the firm who is authorized to bind the firm.

Required Proposer Pre-Proposal Meeting

There will be a required pre-proposal meeting on Thursday, July 19, 2016 2:00 p.m. Central Standard Time. The meeting will be held at the Theatre/Courts Building located at 1301 Center Street in Deer Park.

Timetable responses to this proposal are due and must be received at the City of Deer Park, 710 E San Augustine St, Deer Park, Texas 77536-4258, no later than 2:00 p.m., Central Standard Time, on August 5, 2016. Responses are to be addressed to the attention of City Secretary, City of Deer Park.

The following tentative schedule has been established for this Request for Proposals.

REQUEST FOR PROPOSAL release	June 29, 2016
Deadline to RSVP to Pre-Proposal Meeting	July 15, 2016
Required Pre-Proposal Meeting	July 19, 2016
Deadline for submitting questions	July 27, 2016
Proposals due	August 5, 2016
Recommendation for approval	August 16, 2016
Contract start date	October 3, 2016

Submittals:

The following instructions describe the form in which proposals must be presented. Proposal documents must be prepared simply, economically, and provide a straight-forward, concise response to the requirements of the Request for Proposal packet. Completeness and clarity of content must be emphasized. The requirements stated do not preclude proposers from furnishing additional reports, functions, or other information as deemed appropriate. Five (5) originals and One (1) digital copy shall be submitted.

Public Proposal Opening:

There will be a public proposal opening in the City Council Chambers at City Hall immediately following the proposal due time/date. Interested parties are invited to attend.

Written Questions:

Questions may be submitted through the Director of Parks and Recreation, Scott Swigert: sswigert@deerparktx.org.

Questions of a substantial nature will be addressed in an addendum, posted on the City's Purchasing Web page for all interested parties.

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SPECIFICATIONS

SECTION I: Proposal Intent

Premises

The City of Deer Park is seeking proposals to enter into a contract with a vendor with catering experience to provide congregate and homebound meals as specified herein.

Contract Length

This is a two (2) year proposal with the option to renew up to three (3) additional years.

Schedules

The time frame for work will not disrupt the operations of the Theater/Courts Operations.

General Standards

The Parks and Recreation Theater staff will monitor the quality of work provided by the contractor's staff and will immediately report to the successful Contractor if the standards are not met. The successful Contractor will then have one business day to take corrective action in a manner deemed satisfactory to the Parks and Recreation Theater staff.

Contractor is responsible for appointing or selecting a designated representative to serve as spokesperson or point of contact on behalf of the contractor. The Contractor agrees to notify the Parks and Recreation Theater staff of any changes associated with the designated representative (i.e. contact information, representative change, etc.) in a timely manner not to exceed five (5) business days.

Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor and has met the requirements as established in these specifications.

Staff and Employees of the Contractor

Contractor shall provide supervision of all work crews at all times while performing work under this agreement. Personal supervision is not required provided that equipment or other means are provided that enable the work crew to communicate with the Contractor at all times.

The Contractor's job supervisor and additional personnel as deemed necessary must be fluent in the English language. There is to be, at a minimum, one (1) person on each shift on site, who can speak, read and write English.

Contractor shall be solely responsible for any injuries to Contractor's personnel while preparing or delivering meals to the Theatre Courts Building facility for the Theatre Dinner Shows located at 1301 Center Street in Deer Park, Texas 77536.

Contractor is responsible for appointing or selecting a designated representative to serve as spokesperson or point of contact on behalf of the contractor. The Contractor agrees to notify the Parks and Recreation Theater staff of any changes associated with the designated representative (i.e. Contact information, representative change, etc.) in a timely manner not to exceed five (5) business days.

Uniforms

Contractor will provide uniforms for staff that project a professional image including appropriate footwear. Uniforms shall be neat in appearance, no holes, stains, etc. In addition, Contractor shall provide their employees with all necessary safety equipment (i.e. safety vest, glasses, ear plugs, etc.) and insure that they are practicing safe work environment habits.

Equipment

Contractor warrants that all such equipment for servicing the meals preparation is adequate for the work. Additionally, the Contractor shall maintain or have immediate access to adequate backup equipment in order to sustain continuous operations in the event of equipment failure.

Contractor shall be responsible for all damages to his equipment during the course of this agreement. The City reserves the right to condemn Contractor's equipment, if said equipment is judged to be unsafe for use, posing a health and/or safety matter, or is otherwise working improperly.

Any damage incurred to City of Deer Park's property by the Contractor's staff will be repaired by the Contractor. All costs associated with repair will be the Contractor's responsibility.

Project Scope:

This contract requires, as a minimum, the following work:

1. General Information.

Meal Services shall be provided for all 32 shows.

2. Pricing.

Prices shall be proposed on a per meal price (not a lump sum) for all meals in the quantities specified for each specific show. Prices must be fixed for the entire two (2) year period of the contract. For any proposed price changes after the second year, the vendor must provide the City with written notice of the proposed price increase and include detailed justification for the proposed increase. At that time, the City shall have the option to both accept and approve the proposed price increase or to re-bid the services for the next contract period. If the proposed price increase exceeds the Consumer Price Index, Houston-Galveston-Brazoria, the proposed increase will automatically be denied and the services will be re-bid for the next contract period.

3. Quantity.

The City would like to propose the following:

Total of 32 Shows

Minimum of 120 Meals Per Show

The City of Deer Park will compensate contractor with the above quantity numbers on a per show basis.

4. Delivery.

Awarded Vendor will be responsible for delivery of the food to the Municipal Court / Theater Building, 1301 Center Street. Contractor will be prompt and have meals delivered no earlier than three (3) hours or later than one (1) hour before the start of the show. For the evening performances the buffet should begin at 7:00 p.m. and for the matinee performances the buffet should begin at 1:00 p.m.

Any expense incurred by the City of Deer Park to purchase meals not meeting qualifications by the contractor will be reimbursed by the contractor upon receipt of proper documentation.

5. Requirements.

The Contractor agrees to provide all the necessary labor to perform the following services(s) for the City:

- a. Request minimum eight (8) individuals that could be comprised of Event Coordinator and wait staff.
- b. Provide tea, water, and coffee (coffee urns, water and tea pitchers are provided by City.)
- c. Provide Condiments consisting of butter (individual servings), lemons (sliced), sugar, sweet-n-low, creamer, salt & pepper and equal for up to minimum of 120 patrons per show.
- d. Cover all tables with linen provided by City.
- e. Set up (1) one table for all coffee supplies and glasses of water for minimum of 250 patrons per show.
- f. 6-8oz Meat per serving.
- g. 5oz. of Starch per serving.
- h. 5oz vegetable per serving.
- i. 5oz of salad per serving.
- j. 5oz of dessert per serving.
- k. Provide 6-8oz coffee cups and stirrers.
- l. Provide one bread serving per plate. (Garlic Bread, Dinner Roll, Wheat Roll, etc)
- m. Place servings will have place mats (which are provided by City), 20oz plastic drinking cups filled with tea & lemons, flatware (1 fork, 1 knife, 1 spoon provided by City) and a paper napkin.
- n. Buffet will be comprised of the dinner plates & serving utensils (which are provided by City) protein, starch, vegetable, salad (lettuce, tomatoes, cucumbers, onions and croutons will be in individual bowls), minimum 2 dressings (Ranch & Italian), bowls for salad, bread & butter.
- o. Dessert will be set at each place setting on black plastic or clear plates.

6. Texas Local Government Code:

All food must meet all Harris County Public Health & Environmental Services regulations and guidelines relating to food preparation and service. Contractor shall comply with all health code requirements from the State of Texas as well and must be in compliance. The contractor shall supply to the City of Deer Park a copy of their latest Harris County Health Department Certificate. Contractor shall notify the City in writing of any additional inspections during the contract period. This notification shall include any and all non-compliance issues during the inspection.

Pursuant to Sec. 252.043 of the Texas Local Government Code, the City of Deer Park reserves the right to award the bid to the lowest responsible bidder or to the bidder who provides goods or services; at the best value for the city. In determining the best value for the city, the city will consider:

- Purchase price
- Reputation of bidder and the bidder's goods or services
- Quality of bidder's goods or services

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- Extent to which the goods or services meet the municipality's needs
- Bidders past relationships with municipality
- Total long term cost to the municipality to acquire the bidder's goods or services
- Any relevant criteria specifically the request for bids or proposals.
- Vendor shall demonstrate a history of being in the food service business for a minimum of two (2) years.

Insurance

Contractor shall provide the city with proof of auto liability insurance in the amount of \$500,000 combined limit, general liability in the amount of \$1,000,000 with the minimum of \$150,000 per occurrence and Errors and Omissions in the amount of \$500,000. The City of Deer Park shall not be held responsible for any damages to contractor's property or injuries to contractor or contractor's employees unless negligence on the city's part is determined by the City's insurance carrier. Contractor's insurance certificate shall show the City of Deer Park as an additional insured.

Section V: Proposal Pricing

Inclusive Pricing

Proposal pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the proposal price.

I, _____, (Company) have reviewed the proposal specifications and proposed contract with the City of Deer Park.

I herein agree to propose by the terms of the Proposal Specifications and herein submit the attached proposal.

SIGNED on this the _____ day of _____, 2016.

Total Cost Submitted Per Meal: _____.

Mandatory Pre-Proposal Meeting

There will be a required Pre-Proposal meeting on Thursday, July 19, 2016 at 2:00 p.m. Central Standard Time at the Theater/Courts Building at 1302 Center Street, Deer Park, Texas 77536.

MANDATORY PRE-PROPOSAL MEETING WILL BE HELD AT THE CITY OF DEER PARK THEATRE/COURTS BUILDING AND IS REQUIRED TO PARTICIPATE IN THIS PROPOSAL!

Did proposer attend? Yes _____, NO _____.

The undersigned certifies that the proposal price contained in the foregoing proposal has been carefully checked and is submitted in duplicate.

Business Mailing Address

Authorized Representative's Signature Name

City, State, and Zip Code

Authorized Representative's Printed Name

Telephone

Date

SUMMARY RESPONSE PAGE**COMPLETE LEGAL NAME** of firm submitting proposal:

Mailing Address: _____**City, State, & Zip:** _____**Phone:** _____ **E-mail Contact:** _____**Estimated Annual Contract Amount:**

Total cost submitted per meal =\$ _____

Minimum number of meals (X) 120

Minimum estimated total per show =\$ _____

Minimum number of show (X) 32

Minimal estimated annual total =\$ _____**Are you offering a discount?** ☐ Yes ☐ No if so, please indicate discount _____**Authorized Signature** _____ **Date** _____

Signature indicates proposer accepts the specifications, terms and conditions of this solicitation and that proposer is neither delinquent on any payment due the City nor involved in any lawsuit against the City.

Print Name _____ **Title** _____**Are you proposing as a**_____ **Corporation**_____ **Non-Profit Corporation**_____ **Limited Liability Company**_____ **Partnership**_____ **Individual or Sole Proprietor****M/WBE:** If you are a minority-owned or woman-owned business, please check which type and list any certification number _____ Black _____ Hispanic _____ Asia-India _____ Asia-Pacific _____ Native American _____ **Woman-Owned Certification #** _____**REFERENCES:**

This solicitation requires references. Please attach to this page a list of five (5) references either currently doing business with you or having purchased goods or services within the past 24 months. For each reference list name, contact person, address, telephone, and e-mail address, years doing business with reference and any other pertinent information to help the City of Deer Park verify the quality of goods or services your firm provides.

STANDARD TERMS AND CONDITIONS

1. Application

These standard terms and conditions shall apply to all City of Deer Park (hereafter "City") solicitations and procurements, unless specifically accepted in the solicitation specifications.

2. Requirements

By submitting a proposal, the respondent agrees to provide the City with the specified goods or services described in the solicitation in accordance with these standard terms and conditions at the agreed upon proposal price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the proposal opening.

3. Legal Compliance

Proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services. Proposer must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

4. Estimated Quantities

If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the City's best estimate based on past history and anticipated purchases.

5. Modifications and Addendums

The City shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential proposers but failure to notify shall impose no liability or obligation on the City. All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Proposers are responsible for incorporating any and all modifications and addendums into their proposal responses.

6. Interpretation of Solicitation Documents

The City is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Proposers are encouraged to seek clarification, before submitting a proposal, of any portion of the proposal documents that appears to be ambiguous, unclear, inconsistent or otherwise in error. Clarifications will be in writing.

7. Late Proposal

Proposals must be received in the City's Secretary's Office by the time specified in the solicitation. The City will not accept late proposals and is not responsible for the lateness or non-delivery of proposals by the Postal Service or any private delivery firm. The time/date stamp in the City Secretary's Office shall be the official time of receipt.

8. Conditional Proposals

The City will not accept conditional proposals which qualify the proposal's response in any way.

9. Minor Irregularities

The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Proposals.

10. Responsiveness of Proposals

The City wants to receive competitive proposals but will declare “non-responsive” proposals that fail to meet significant requirements outlined in the solicitation documents.

11. Discrepancies and Errors

In the case of a discrepancy between the unit price and the extended total for a proposal item, the unit price will prevail. The unit prices of proposals that have been opened may not be changed for the purpose of correcting an error in the proposal price.

12. Identical Proposals

In the event two or more identical proposals are received and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 271.901.

13. Withdrawal of Proposals

Proposers may withdraw any submitted proposals prior to the proposal submission deadline. Proposers may not withdraw once the proposal has been publicly opened without the approval of the City’s purchasing manager. Proposer will be allowed to withdraw proposals that contain substantial mathematical errors in extension.

14. Disqualification of Proposal

The City may disqualify proposers, and their proposals not be considered, for any of the following reasons: collusion among proposals; proposal’s default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price proposal; proposer’s lack of financial stability; any factor concerning the proposer’s inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; proposer’s involved in a current or pending lawsuit with City; proposer’s attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents.

15. Cost of Proposal

The cost of submitting proposal shall be borne by the proposer, and the City will not be liable for any costs incurred by a proposer responding to this solicitation.

16. Inclusive Pricing

Proposal pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the proposal price unless requested by the City on the proposal response sheet.

17. Firm Prices

Unless otherwise stated in the specifications, proposer’s prices remain firm for 120 days from date of proposal opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 120 days of proposal opening, the vendor and the City may mutually agree to extend the firm price period.

18. Delivery and Acceptance

The City will receive only those goods as authorized by City purchase order. Proposer warrants that all deliveries relating to this solicitation be of the type and quality specified by the City. The City may refuse or reject any delivery failing to meet specifications and shall not be held to have accepted any delivery until after it has made an inspection of same. The City is the final judge as to acceptability of goods under this solicitation.

19. Failure to Deliver

If a proposer is unable to deliver the quantity or quality of specified goods, or is unable to deliver goods within a time period when included in the specifications, the City shall be authorized to purchase from any other available source, consistent with State of Texas procurement statutes, at the expense of the Proposer.

20. MSDS

Proposers must submit Material Safety Data Sheets for any hazardous chemical quoted or supplied under this solicitation.

21. Taxpayer Identification

Proposers must provide the City with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the proposer.

22. Taxes

The City is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a proposer's invoice, they will not be paid. Additionally, Proposers cannot use the City's tax exemption status to purchase goods or services related to this solicitation.

23. Payment

Payment will be made after receipt of all invoiced services. Proposer will be paid within thirty days of date invoice is received or date services are performed, whichever is later. Additional discount may be taken by the City based on the Summary Response Page. The discount date begins with the date the invoice is received or the date all items covered by the invoice is received, whichever is later. Proposer is entitled to interest, at a rate stipulated by state law, if payment is not made within thirty days.

24. Outstanding Liabilities

Proposers shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, license or permit fees, and water bills. Proposals will be considered non-responsible and not given further consideration if submitted by a proposer with such outstanding liabilities.

25. Offset

The City may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the City from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

26. Independent Contractors

It is expressly agreed and understood by both parties that the City is contracting with the successful proposer as an independent contractor. The City shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful proposer, and the successful proposer has no authority to bind the City.

27. Warranties

Proposer warrants that any and all goods delivered are newly manufactured, free from defects in materials and workmanship and conform in every respect to the City's specifications. Goods are warranted for one year from date of acceptance by the City, following delivery and inspection. If at any time during the twelve months following acceptance of the goods, said goods fail to perform their intended purpose or are discovered to be defective on nonconforming to the City's specifications, the proposer will replace the goods at no cost to the City, including any delivery or installation costs. This warranty shall be unconditional. If a manufacturer of goods or of component parts of goods provides a warranty longer than the period provided for herein, the provisions of this warranty shall not be construed to diminish or conflict with the manufacturer's warranty.

28. Governing Law

All proposals submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City of Deer Park and the laws and court decisions of the City of Deer Park, Harris County, and the State of Texas

29. Controlling Document

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

30. Assignment

Proposer shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the City's purchasing manager. Assignment of this contract, if approved by the City, shall not relieve the proposer's obligations under the contract. Approval by the City of one assignment shall not constitute approval of any future assignment of the contract.

31. Termination

If an awarded proposer fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, (s) he shall be in default and notice of default shall be given to the contractor by the City's purchasing supervisor. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the City may terminate or cancel the contract. The City may also cancel a contract for convenience and without cause with thirty days' notice. In any cancellation of contract, the City will pay the contractor for all goods received and accepted and for all services provided and accepted up to and including the date of termination.

32. Indemnification

Proposer shall defend, indemnify, and hold harmless the City of Deer Park, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by proposer's breach of

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any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the proposer, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the proposer and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

33. Venue

The obligations of all parties under a contract awarded through this solicitation are performed in Harris County, Texas and if legal action is necessary to enforce same, exclusive venue shall be within Harris County, Texas.

34. Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

35. Open Records

Proposal pricing is not considered confidential and is open to public inspection. Trade secrets and other material considered confidential by the proposer should be clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as a trade secret or confidential in a proposal, the City will forward the appropriate documents to the Attorney General of Texas who will contact the proposer to request sufficient written reasons as to why the information should be protected from disclosure. Upon review of the proposer's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the City will respond accordingly.

GENERAL INSTRUCTIONS TO PROPOSERS
Attachment A

1. Securing Specifications

Free specifications may be downloaded from the Purchasing page of the City's Web site, www.deerparktx.gov. The City of Deer Park does not charge for specifications. If a third-party offers specifications or proposal information for a fee, they do not represent the City.

2. Submission of Proposals/Late Proposals

Proposal pricing must be in US dollars and cents, unless a "percentage off" is requested. Proposers are to provide enough information with their proposal to constitute a definite, firm, unqualified and unconditional offer. Proposals are to be submitted in a sealed envelope or package and labeled with the proposer's name and the solicitation name & number. All proposals must be submitted to the City of Deer Park Purchasing Division no later than the date and time indicated in the solicitation. All times listed are local times. It is the proposer's responsibility to ensure that proposals are delivered/received by the specified time. Late proposals will not be accepted and will be returned unopened.

3. Legal Name of Proposer

In completing the Summary Response Page, the proposer must list the legal name of the proposer's company. This is the name that will be on all contracts, awards, and purchase orders. The Summary Response Page also requires a statement as to the legal status of the proposer (corporation, partnership, sole proprietorship, etc.). The Summary Response Page should be the first document in the proposer's response.

4. Signature

The signature on the Summary Response Page must be in ink and from an individual with the authority to commit the company to the prices proposal and terms stated.

5. Altered Proposals

Any alterations, erasures or strikethroughs made by the proposer prior to submission of the proposals must be initialed by the proposer to guarantee authenticity.

6. Payment Terms, Discount & Type of Payment

Proposer may express the method(s) in which he or she wishes to receive payment. If invoice states a payment term discount offer, the City will take advantage of this discount and payment will be made accordingly.

7. References

References are requested. The Summary Response, Page 20, will indicate how many references and what other conditions may apply to the references. Proposer will attach a separate page with the requested references.

8. Conflict of Interest

Proposers should review the instructions on conflict of interest (Attachment E). Proposers are to complete and submit the Conflict of Interest form (Attachment E), when a conflict of interest exists.

9. Addendums

It is the proposer's responsibility to alter his proposal response based on information updated in one or more addendums to the solicitation. Addendums will be posted on the Purchasing solicitation page of the City's Web site at least four days before the proposal due date. Efforts will be made to ensure that proposers receive notice of addendums, but the ultimate responsibility rests with the proposer.

10. Exceptions

If a proposer takes exception to any part of the specifications or solicitation documents, such exception must be requested in writing, to the Purchasing agent/manager listed in the solicitation, at least six business days before the proposal due date or within 24 hours of a pre-proposal meeting, whichever is earlier. Approved exceptions will be included in an addendum.

11. Checklist

A proposer's checklist (Attachment C) is included with the solicitation package. The checklist is an aid to the proposer in knowing which documents to submit.

SPECIAL INSTRUCTIONS TO PROPOSERS
Attachment B

1. Proposing Process/Contact Information

The City of Deer Park is aware of the time and effort proposers spend in preparing and submitting proposals. We will work with you to make the process as easy as possible. If you have questions or concerns about the proposing process, please contact:

Tracy McBride, Purchasing Supervisor
tmcbride@deerparktx.org
(281) 478-7228

2. Method of Award

Based on the criteria identified above the City of Deer Park reserves the right, at its sole discretion, to accept the proposal which it considers most favorable to the City's interest.

The City of Deer Park reserves the right to require formal presentations by any or all proposers regarding their proposal. Any costs associated with a presentation shall be the responsibility of the proposer.

The City of Deer Park reserves the right to accept or reject any qualified proposals, to reject any and all proposals and to waive minor informalities.

3. Public Proposal Opening

A public proposal opening will be held at City Hall, 710 East San Augustine, Deer Park, TX 77536 in the City Council Chambers

4. Insurance Requirements

This solicitation has insurance requirements. Please review the requirements with your insurance agent and submit insurance affidavit (Attachment F) with your proposal.

5. Required Contract

This solicitation requires a signed contract prior to award.

CHECKLIST FOR PROPOSALS
Attachment C

Documents to be submitted in response to this request for proposal (REQUEST FOR PROPOSAL)

_____ **PROPOSAL PRICING PAGE:** All lines completed

_____ **PROPOSAL RESPONSE:** Completed Summary Response Page

_____ **DUE DATE** (Proposal must be received & stamped in City Secretary's Office no later than 2:00 PM on August 5, 2016)

Proposals failing to comply with the above will be deemed non-responsive.

These items are to be submitted with your response; however, if a document is inadvertently omitted, it must be received before award recommendation.

_____ **Five (5) ADDITIONAL HARD COPY AND ONE (1) PDF DIGITAL COPY OF PROPOSAL**

_____ **REFERENCES** (As requested on the Summary Response Page)

_____ **INSURANCE AFFIDAVIT** (Attachment F)

_____ **INDEMNIFICATION BY CONTRACTOR** (Attachment G)

_____ **CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION** (Attachment H)

_____ **STANDARD CONTRACT AND ACKNOWLEDGMENT** (Attachment J or K)

_____ **STANDARD CONTRACT FOR SERVICES** (Attachment L)

_____ **PARTNERSHIP ACKNOWLEDGMENT** (If applicable) (Attachment M)

AFFIDAVIT FOR INSURANCE REQUIREMENTS
Attachment D

To Be Completed By Insurance Agent/Broker and Proposer

Section 1 I, the undersigned Agent/Broker, reviewed the insurance requirements. If the Proposer listed below is awarded a contract by the City of Deer Park for this Request for Proposal, I will furnish the City, within fifteen calendar days of notification of award, an insurance certificate and Declaration Page with Endorsements to show that all insurance requirements have been met, including naming the City of Deer Park as additional insured.

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/ZIP: _____

Telephone No: () _____ E-mail Address: _____

Proposer's Name/Company: _____

Name of Request for Proposal: _____

Insurance Agent/Broker Signature: _____ **Date:** _____

Section 2 If the above fifteen day requirement is not met, the City of Deer Park has the right to reject this proposal and award the contract to the next lowest Proposer meeting specifications or to the next most favorable proposal. Questions concerning these requirements, and requests for exceptions, must be submitted by date included in Proposers' Instructions.

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements and policy endorsement within fifteen calendar days of notification of award. I further agree to the indemnification statement listed in the insurance requirements.

Signature: _____ **Date:** _____

INDEMNIFICATION BY CONTRACTOR
Attachment E

The contractor agrees to defend, indemnify, and hold harmless the City of Deer Park, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of contractor and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The liability that is assumed by Contractor under the terms of this paragraph shall not exceed the sum of the required amount of liability coverage to be carried by the Contractor under this contract.

CONTRACTOR (Company Name) _____

SIGNATURE _____

PRINTED NAME _____

PRINTED TITLE _____

**CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION
Attachment F**

I, _____, an authorized
(Name)
representative of _____, do certify that the
(Insurance Agency)

Workers' compensation policy, of the insured _____,
(Contractor)

On the "Standard Certificate of Insurance Form for the City of Deer Park" meets all current
Texas state laws and requirements.

By: _____ Address: _____

Title: _____ Date: _____

On this ____ day of _____, _____, personally appeared _____,
an authorized representative of _____
(Insurance Agency)

Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to
me that he/she executed the same for the purpose of certifying that the Insured is covered by worker's
compensation in accordance with current Texas state laws.

My commission expires: _____

Notary Public In and For the State of Texas

Attachment G

NO BONDING

REQUIREMENTS

FOR THIS Request for Proposal

STANDARD CONTRACT AND ACKNOWLEDGMENT
Attachment H

STATE OF TEXAS

COUNTY OF HARRIS § KNOW ALL PERSONS BY THESE PRESENTS:

CITY OF DEER PARK

I.

Conditioned upon Proposer being awarded by the Deer Park City Council, or award being made administratively, the solicited items set out in this Request for Proposal and upon order of the City of Deer Park, Texas, a municipal corporation located in Harris County, Texas and incorporated as a home rule city under the Constitution of the State of Texas ("City"), Proposer does hereby agree to furnish and/or deliver to City in accordance with the terms of Proposer's submitted Proposal and the Specifications in above referenced Request for Proposal, the services listed as awarded to Proposer in the Deer Park City Council resolution awarding such services, or listed in the Administrative Award. Execution of said Resolution or Administrative Award shall evidence City's acceptance of this contract.

II.

City agrees to pay Proposer for services at the unit price listed upon the Proposal Page and Specifications or at the negotiated rate determined by the Proposer's proposal and any subsequent modifications agreed to by both Proposer and the City, with payment being subject to any discount terms stated or agreed upon, and subject to any payment terms contained elsewhere within the solicitation documents, this contract and its attachments. Any purchase of services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution awarding proposal to Proposer may require additional authorization.

III.

It is understood that the following documents, to wit: the Notice to Proposers, the Standard Terms and Conditions, the General Instructions to Proposers, the Special Instructions to Proposers, the Specifications, the Proposal Page or Proposal, and the Summary Response Page are hereby made a part and parcel of this contract and incorporated herein for all purposes.

IV.

The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Proposer, or after reasonable verification as to the requirements specified, whichever is later.

V.

Venue of any court action brought directly or indirectly by reason of this contract shall be in Harris County, Texas. This contract is made and is to be performed in Harris County, Texas.

VI.

If Proposer fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Proposer by the Purchasing Agent of the City. In the event that Proposer continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, City may terminate or cancel this contract or at its option may purchase similar services on the open market and recover from Proposer any difference in price thereof.

Theatre Dinner Show Meals

SIGNED this the ____ day of _____, A.D. 20__.

Signature _____

Name _____

Title _____

Company Name _____

STANDARD CONTRACT AND ACKNOWLEDGMENT
CORPORATE ACKNOWLEDGMENT
Attachment I

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

(Print Name)

(Print Title)

of the corporation known as _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 20____.

Notary Public In and For

_____ County, _____

My Commission expires:

STANDARD CONTRACT FOR SERVICES

Attachment J

STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT, made and entered into this ____ day of _____ A.D. 20__, by and between **The City of Deer Park**, of the County of Harris and the State of Texas, acting through It's Mayor, **Jerry Mouton**, thereunto duly authorized so to do, Party of the First Part, hereinafter termed **OWNER**, and _____ of _____, County of _____

Name of Contractor Contractor's City Name of County and State of Texas, Party of the Second Part, hereinafter termed **CONTRACTOR**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the services of certain services described as follows:

All extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, and supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said services, in accordance with the conditions and prices stated in the Proposal attached hereto, printed or written explanatory matter thereof, and the Specifications and addenda thereof, as prepared by the City of Deer Park, herein entitled the CITY, each of which has been identified by the CONTRACTOR and the CITY, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within thirty (30) days after the date written notice to do so shall have been given to him, and to substantially complete the same within ____ working days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the

Theatre Dinner Show Meals
Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first
above written.

The City of Deer Park

Party of the First Part

Party of the Second Part

(OWNER)

(CONTRACTOR)

By: _____

By: _____

Mayor Jerry Mouton

Title: _____

Attest By: _____

Attest By: _____

(SEAL)

(SEAL)

PARTNERSHIP ACKNOWLEDGMENT

Attachment K

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

(Print Name)

(Print Title)

of _____ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2____.

Notary Public In and For

_____ County, _____

My Commission expires:

SINGLE ACKNOWLEDGMENT

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2____

Notary Public In and For

_____ County, _____

My Commission expires:
