

## **CITY OF DEER PARK**

### **SOLICITATION OVERVIEW**

The City of Deer Park is soliciting Proposal for:

Title: Licensed Preschool Program Services for the City of Deer Park  
Due Date: March 9, 2017  
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 proposals via these specifications for the process necessary to administer a State Licensed Preschool Program for ages 2-5 (not a daycare program). The Program will be at the Deer Park Community Center 610 E. San Augustine, Deer Park, TX 77536.

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 bidder guaranteeing authenticity. Proposals may not be withdrawn after proposal closing date except in the case of a bon a fide substantial error.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 (s)he has fully read and understands 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. All 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 Friday, February 24, 2017 at 10:00AM. Central Standard Time. The meeting will be held in Room 12 in the Community Center, which is located at 610 E. San Augustine in Deer Park.

If you are considering responding to this proposal, you must attend the pre-proposal meeting. *(Please RSVP by Feb 22, 2017 to the Parks and Recreation Director listed below to indicate the number of people that will be attending from your firm.)*

Timetable

Responses to this proposal are due 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 March 9, 2017. Responses must be addressed to the attention of City Secretary, City of Deer Park.

The following tentative schedule for this Request for Proposal is below.

REQUEST FOR BID release

Deadline to RSVP to Pre-Proposal Meeting      February 22, 2017

Required Pre-Proposal Meeting                      February 24, 2017

Deadline for submitting questions                March 3, 2017

Bids due    March 9, 2017

Recommendation for approval                    March 21, 2017

Contract Start Date                                    August 28, 2017

Submittals:

The following instructions describe the form in which Proposals will be presented. Proposed 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 bidders from furnishing additional reports, functions, or other information as deemed appropriate. Leave a minimum of five (5) originals and one (1) digital copy.

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 encouraged to attend.

Written Questions:

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

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## **SPECIFICATIONS**

### **SECTION I: Proposal Intent**

#### **Premises**

The City of Deer Park is seeking bids for the Administration of a Pre School Program Licensed with the State of Texas to be housed at the Deer Park Community Center 610 E. San Augustine.

#### **Contract Length**

This contract will run from August 28, 2017 thru August 27, 2019. The City of Deer Park will then have the option to renew the contract with the current vendor for an additional year of service. This option may be exercised for up to five (5) concurrent years. This option will be reviewed each year. If at any time during the contract term the vendor does not meet the requirements specified herein, the City shall have the right to cancel the contract with 90-days written notice. The vendor may also give a 90-day notice to terminate the contract.

#### **Schedules**

The Awarded proposer will provide a schedule of room usage with dates and times to administer the Pre School Program. Additional requests may be requested. The City of Deer Park will provide rooms 14, 15, 16, 17 & 18 for Program usage. Program must be offered and administered during the official Deer Park Independent School Year.

#### **General Standards**

Parks and Recreation Director or Designated Representative will monitor the quality of work provided by the contractor and will immediately report to the successful Contractor if standards are not met. The successful Contractor will then be required to meet those obligations required/requested in this Request for Proposal.

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 Director or Designated Representative of any changes associated with the (i.e. contact information, representative change, etc.) in a timely manner not to exceed five (5) business days.

Contractor shall be solely responsible for any injuries to Contractor's personnel while working under the auspice of the Contracted Program.

#### **Equipment**

Contractor will provide all necessary equipment to provide instruction and administration of the Program. The City of Deer Park is under no obligation to purchase any items for the contracted program unless approved by the Director of Parks and Recreation or Designated Representative. Contractor may store equipment in rooms but "at risk".

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.

**Work Schedule**

This contract requires a submitted room use, date and time of usage.

The Contractor will be held to those submitted dates, times and room usage.

**Section III: Fees**

Program fees will be proposed by contractor, any fee increase will need to be approved by the Department.

**Section IV: List of Requirements for Preschool Program:**

- Approved & Licensed Preschool Program (not daycare) through the Department of Family & Protective Services for the State of Texas.
  - Approved waiver from licensing for the use of Dow Park.
  - Meet the maximum to student/teacher ratio set by State.
  - Owner/Director and Teachers must meet all training requirements set forth by the State.
  - Federal Bureau of Investigation (FBI) background checks for each employee of the Program.
  - Program must be Privately Insured and list City of Deer Park as Additional Insured and meet City minimal requirements.
  - Program responsible for employee payroll for its employees
-

## Section V: Agreement

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

I herein agree to abide by the terms of the Proposal Specifications and herein submit the attached proposal SIGNED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

### Mandatory Pre-Proposal Meeting

There will be a Pre-Proposal meeting on Friday, February 24, 2017 at 10:00AM. Central Standard Time. The meeting will be in Room 12 at the Community Center, which is located at 610 E. San Augustine in Deer Park.

Did Proposer attend? Yes \_\_\_\_\_, NO \_\_\_\_\_.

The undersigned certifies that the proposal contained in the foregoing proposal has been reviewed 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**

**Licensed Preschool for the City of Deer Park**

**COMPLETE LEGAL NAME** of firm submitting proposal:

\_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, & Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-mail Contact:** \_\_\_\_\_

**GRAND      ANNUAL      TOTAL      OF      PROPOSAL      FROM      PROPOSED      PRICING      \$**

\_\_\_\_\_

**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 # \_\_\_\_\_

**Proposal Rating/Scoring Values:**

City Revenue (Max 40 PTS)

Curriculums, Services and Programs Offered (Max 20 PTS)

Hours of Operation (Max 15 PTS)

Similar Experience with a Municipality (Max 15 PTS)

Number of Operational Days (Max 10 PTS)

## **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 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. 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 all modifications and addendums into their proposal responses.

### **5. 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 proposed documents that appears to be ambiguous, unclear, inconsistent or otherwise in error. Clarifications will be in writing.

### **6. Late Proposal**

Proposals must be delivered to 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.

### **7. Conditional Proposals**

The City will not accept conditional Proposals that qualify the Proposer’s response in any way.

### **8. Minor Irregularities**

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



9. Responsiveness of Bids

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

10. 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.

11. Withdrawal of Proposals

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

12. Disqualification of Proposals

The City may disqualify proposers, and their proposals not be considered, for any of the following reasons: collusion among proposals; proposal 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.

13. 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.

14. Inclusive Pricing

Proposed 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 proposed price unless requested by the City on the proposed response sheet.

15. 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.

16. MSDS

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

17. Taxpayer Identification

Proposes 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.

18. Payment

Contractor will pay a monthly rental fee.

19. 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.

20. 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.

21. 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.

22. 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

23. Controlling Document

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

24. Assignment

Proposers 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 bidder's obligations under the contract. Approval by the City of one assignment shall not constitute approval of any future assignment of the contract.

25. 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, he/she shall be in default and notice of default shall be given to the proposed by the City's purchasing manager. 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 proposer will pay the City for all goods received and accepted and for all services provided and accepted up to and including the date of termination.

26. 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 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.

27. 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.

28. 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.

29. Open Records

Proposed 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 BIDDERS**  
**Attachment A**

**1. Securing Specifications**

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

**2. Submission of Proposals/Late Proposals**

Proposed pricing must be in US dollars and cents, unless a "percentage off" is requested. Proposals 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 bids 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 proposed and terms stated.

**5. Altered Proposals**

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

**6. Payment Terms, Discount & Type of Payment**

City may express the method(s) in which to receive payment.

**7. 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.

**8. Addendums**

It is the proposer's responsibility to alter his proposed 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.

9. 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 bid due date or within 24 hours of a pre-proposal meeting, whichever is earlier. Approved exceptions will be included in an addendum.

10. 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.

11. Insurance Requirement

Proposer must meet all insurance requirements including naming the City of Deer as additional insured.

**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 Coordinator  
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 bid (REQUEST FOR PROPOSAL)**

\_\_\_\_\_ **PROPOSAL PRICING PAGE:** All lines completed

\_\_\_\_\_ **PROPOSAL RESPONSE:** Completed Summary Response Page

\_\_\_\_\_ **DUE DATE** (Bid must be received & stamped in City Secretary's Office no later than 2:00 PM on March 09, 2017)

***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**

\_\_\_\_\_ **CONFLICT OF INTEREST STATEMENT** (If applicable) (Attachment E)

\_\_\_\_\_ **OPERATIONAL PLAN** (As requested on the Summary Response Page)

\_\_\_\_\_ **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)

**INSTRUCTIONS FOR  
CONFLICT OF INTEREST QUESTIONNAIRE  
Attachment D**

1. If you have a conflict of interest in doing business with the City of Deer Park, use Attachment E, Conflict of Interest questionnaire, conflicts of interest are addressed in Texas Local Government Code, Chapter 176.
2. You may consult your attorney on questions arising from the reading of Texas Local Government Code, Chapter 176, and you may contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506.
3. If you complete Attachment E, Conflict of Interest questionnaire:
  - Put the name of proposer and name of company in block #1.
  - If any person employed by proposer or proposer's company has any known business conflicts, other than previous contracts awarded through a competitive proposing process, or has an existing relationship with any employee of the City of Deer Park, list that information in blocks #3, #4 and/or #5 as appropriate.
  - Sign in block #6.
4. Listings of City elected officials and local government officers may be found on the City's Web site: [www.deerparktx.gov](http://www.deerparktx.gov).
5. A person failing to file a Conflict of Interest questionnaire, when required by Local Government Code, Chapter 176, commits a Class C misdemeanor.



**CONFLICT OF INTEREST QUESTIONNAIRE**  
**Attachment E**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>
<div style="border: 1px solid black; padding: 2px;"> <b>1</b> Name of vendor who has a business relationship with local governmental entity.                 </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)                 </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b> Name of local government officer about whom the information is being disclosed.                 </div> <div style="border: 1px solid black; padding: 2px; text-align: center; margin-top: 10px;">                     _____ Name of Officer                 </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.                 </div> <div style="border: 1px solid black; padding: 10px; margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.                 </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).                 </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>7</b> </div>		
<div style="border: 1px solid black; padding: 2px;">                     _____ Signature of vendor doing business with the governmental entity                 </div>		<div style="border: 1px solid black; padding: 2px;">                     _____ Date                 </div>

**AFFIDAVIT FOR INSURANCE REQUIREMENTS**  
**Attachment F**

**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: \_\_\_\_\_

Bidder's Name/Company: \_\_\_\_\_

Name of Request for Proposal: \_\_\_\_\_

**Insurance Agent/Broker Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Section 2** If the above fifteen calendar 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 Proposer's 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:** \_\_\_\_\_

**GENERAL LIABILITY INSURANCE**

All coverage options must be included. Minimum limits of liability are as follows:

Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence or \$1,000,000 CSL (Combined Single Limit)
Minimum Required General Liability Aggregate - \$2,000,000	

**INDEMNIFICATION BY CONTRACTOR**  
**Attachment G**

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 H**

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 I**

**NO BONDING**

**REQUIREMENTS**

**FOR THIS Request for Bid**

**STANDARD CONTRACT AND ACKNOWLEDGMENT**  
**Attachment J**

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.

Any purchase of services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution awarding bid to Bidder 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 Bid 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.

SIGNED this the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

**STANDARD CONTRACT AND ACKNOWLEDGMENT  
CORPORATE 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 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 L**

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:

**Licensed Preschool for City of Deer Park**

Name of Project

and 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 Bid 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 Bid, 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 bid, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the Contract.



Licensed Preschool Program Services

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

(OWNER)

By: \_\_\_\_\_

Mayor Jerry Mouton

Attest By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_

Party of the Second Part

CONTRACTOR)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest By: \_\_\_\_\_

(SEAL)

**PARTNERSHIP ACKNOWLEDGMENT**

**Attachment M**

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:  
\_\_\_\_\_