

CITY OF DEER PARK

REQUEST FOR PROPOSAL OVERVIEW

The City of Deer Park is soliciting proposals for:

Title: Soccer Program Services for the City of Deer Park
Commodity: Parks and Recreation
Due Date: April 24, 2018
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 complete the administration and operations of soccer program services in Deer Park, Texas. The program will utilize facilities located at Dow Park Sports Complex and Deer Park Soccer Complex.

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 proposal guaranteeing authenticity. Proposals may not be withdrawn after proposal closing date except in the case of a bonafide substantial error.
- C. 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 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. Proposals 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.
- 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 authorized representative from the organization.

Mandatory Proposer Pre-Proposal Meeting

There will be a **mandatory** pre-proposal meeting on Tuesday, April 17, 2018 at 2:00 p.m. Central Standard Time. The meeting will be held in Room 10 in the Community Center, which is located at 610 E. San Augustine in Deer Park. If you are considering responding to this proposal, a representative of your organization must attend the pre-proposal meeting.

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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 April 24, 2018. 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	March 22, 2018
Mandatory Pre-Proposal Meeting	April 17, 2018
Proposals due	April 24, 2018
Respondent interviews	May (TBD) , 2018
Expected PARC recommendation for approval	June 4, 2018
Expected City Council approval	June 5, 2018
Contract start date	July 1, 2018

Submittals:

The following instructions describe the form in which proposals must be presented. Proposal documents must be prepared simply, efficiently, 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. Ten (10) originals and One (1) digital copy on a USB stick shall be submitted.

Public Proposal Due:

Sealed proposals, Ten (10) originals and one (1) digital copy on a USB, of the proposal marked "RFP_Soccer Program Services" will be received at the office of the City Secretary, City Hall, 710 East San Augustine Street, Deer Park, Harris County, Texas, until @2:00 p.m. on April 24, 2018 at which time the proposals will be referred to the Parks and Recreation Department.

Written Questions:

Questions may be submitted through the Director of Parks and Recreation, Charlie Sandberg, csandberg@deerparktx.org.

Questions of a substantial nature will be addressed in an addendum, emailed to interested parties.

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SPECIFICATIONS

SECTION I: Proposal Intent

Premise

The City of Deer Park is seeking proposals via these specifications for the process necessary to complete the administration and operations of soccer program services in Deer Park, Texas. The program will utilize facilities located at Dow Park Sports Complex and Deer Park Soccer Complex, and will require execution of a Sports Organization Utilization Agreement supplied by the City of Deer Park.

Contract Length

The annual contract period shall run concurrent with the City of Deer Park's calendar year of January 1 through December 31. For the purpose of the proposal; the annual contract will start with a stub period beginning July 1, 2018 and run through December 31, 2018. The contract will then continue on a calendar year basis. The City of Deer Park will then have the option to renew the contract with the current organization for additional years of service. This option will be reviewed on September 1st of each year. The City of Deer Park reserves the right to not exercise this option after the initial contract year is completed. 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 thirty (30) days written notice. The organization may give a 90-day notice to terminate the contract.

Schedules

The awarded proposer will provide a schedule of field usage with dates and times to administer all soccer program operations. The City of Deer Park will provide up to eight (8) soccer fields for program usage. Soccer programs must be offered and administered throughout the calendar year.

General Standards

Parks and Recreation Director or designee will monitor the quality of service provided by the Organization's staff and will immediately report to the successful Organization if the standards are not met. The Organization will then have a maximum of thirty (30) days to take corrective action in a manner deemed satisfactory to the City of Deer Park.

Organization's president is to serve as the spokesperson or appoint an approved designated representative to serve as point of contact on behalf of the Organization. The Organization agrees to notify the Parks and Recreation Director 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.

The City of Deer Park will be offering the use of the soccer fields stated herein, but shall not pay the organization for their services.

Staff and Employees of the Organization

Organization shall provide supervision of all employees and volunteers at all times while performing work under this agreement.

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Organization is responsible for appointing or selecting a designated representative to serve as spokesperson or point of contact on behalf of the Organization. The Organization agrees to notify the Parks and Recreation Director 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.

Equipment

Organization will provide all necessary equipment to provide instruction and administration of the soccer 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. Organization may store equipment in storage areas but “at risk”.

Any damage incurred to City of Deer Park’s property by the Organization’s staff will be repaired by the Organization.

All costs associated with repair will be the Organization’s responsibility.

Work Schedule

This contract requires a submitted proposed schedule of field usage to include dates and times.

SECTION II: Designated Field Areas

Dow Park Sports Complex

- North Soccer Field
- South Soccer Field
- Building located adjacent to soccer field

Deer Park Soccer Complex (Currently under construction. Available upon completion.)

- Soccer fields 1,2,4, and 5 with sports lighting
- Soccer fields 3 and 6 without sports lighting
- Concession, restroom, and meeting room building

Section III: Fees and payments

Program fees or payments will be proposed by Organization.

Section IV: Evaluation

A selection committee will be evaluating the proposals to determine which organization(s) will be selected. The committee will meet to determine if further information or interviews are desired. A contract will be awarded by the City of Deer Park based on the selection of the most favorable proposal of soccer services. Each RFP will be assumed that the respondent submitting the proposal meets the minimum threshold requirements described in subsection “A” below. Those respondents, which the evaluation team assumes have met the minimum threshold requirements, will then be evaluated according to the evaluation criteria described in subsections B and C below.

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A. Minimum Threshold Requirements

Each respondent must meet the following minimum threshold requirements and supply appropriate documentation:

1. As of the date of the proposal submission, the respondent must be a proven soccer organization with defined by-laws, structured board of directors, and league structure.
2. The respondent must demonstrate that it is not experiencing any financial problems that might render it unable to complete performance of the work.
3. The respondent must demonstrate that it has adequate (min. \$1,000,000 general liability) insurance and an appropriate risk management strategy.
4. The City of Deer Park shall have determined that the respondent is in compliance with all applicable statutes governing conflict of interest.
5. The respondent must demonstrate that they operate under the established guidelines of a recognized governing soccer body.

B. List of Desired Requirements (Maximum 70 points)

All respondents assumed to have met the minimum threshold requirements will be evaluated based on the following criteria:

1. Respondent's experience, qualification and level of commitment to soccer in local communities. (Maximum 20 Points)
2. Respondent must demonstrate a three to five year plan of action, including number of recreational and competitive players served through consecutive calendar years. (Maximum 20 Points)
3. Respondent's experience in performing soccer services in recreational play and competitive play including participant fees and costs associated with league. (Maximum 10 Points)
4. Experience and qualifications of other key personnel of the respondent and team members who will be performing work, including sub-consultants. (Maximum 10 Points)
5. Respondent's ability to provide improvements via in-lieu of projects or through financial commitments to facilities or participants. (Maximum 10 Points)

C. Technical Qualifications (Maximum 30 Points)

All respondents assumed to have met the minimum threshold requirements will be evaluated based on the following criteria:

1. Quality of the proposals and presentations. (Maximum 10 Points)

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2. Ability to complete the services in a professional manner and according to schedule. (Maximum 5 Points)
3. Respondent's proposed seasonal operations plan for recreational and competitive play. (Maximum 5 Points)
4. Respondent must provide a chart of the organizational structure of their recognized governing soccer body and how their organization fits into said structure. (Maximum 5 points)
5. Respondent must provide a list a minimum of three (3) references (i.e. municipalities, governing bodies, school districts, coaches, past players, parents, business, etc.). 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 services your organization provides. (Maximum 5 points)

Selection of the Organization is subject to approval by the Selection Committee, the Deer Park Parks and Recreation Commission, and the Deer Park City Council.

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SUMMARY RESPONSE PAGE

Soccer Program Services for City of Deer Park

COMPLETE LEGAL NAME of firm submitting proposal:

Mailing Address: _____

City, State, & Zip: _____

Phone: _____ **E-mail Contact:** _____

Authorized Signature _____ **Date** _____

Signature indicates proposer accepts the specifications, terms and conditions of this request for proposal.

Print Name _____ **Title** _____

Organization Structure:

_____ **Corporation**

_____ **Non-Profit Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Individual or Sole Proprietor**

References

Respondent must provide a list a minimum of three (3) references (i.e. municipalities, governing bodies, school districts, coaches, past players, parents, business, etc.). 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 services your organization provides.

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STANDARD TERMS AND CONDITIONS

1. Application

These standard terms and conditions shall apply to all City of Deer Park (hereafter “City”) request for proposals and procurements, unless specifically accepted in the request for proposal specifications.

2. Requirements

By submitting a proposal, the respondent agrees to provide the City with the specified services described in the request for proposal in accordance with these standard terms and conditions 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 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 request for proposal.

4. Modifications and Addendums

The City shall have the right to modify any of the request for proposal 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 request for proposal. Proposers are responsible for incorporating any and all modifications and addendums into their proposal responses.

5. Interpretation of Request for proposal Documents

The City is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the request for proposal 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.

6. Late Proposal

Proposals must be received in the City’s Secretary’s Office by the time specified in the request for proposal. 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. 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 request for proposal documents.

8. 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 Secretary.

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9. 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 services of the quality in the original proposal; proposer's lack of financial stability; any factor concerning the proposer's inability to provide the quantity, quality, and timeliness of services specified in the request for proposal; proposer's involved in a current or pending lawsuit with City; proposer's attempt to influence the outcome of the request for proposal through unauthorized contact with City officials outside of those listed in the request for proposal documents.

10. Cost of Proposal

The cost of preparing and 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 request for proposal.

11. Governing Law

All proposals submitted in response to this request for proposal 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

12. Controlling Document

In the case of a discrepancy between this request for proposal and the sports organization utilization agreement, the sports organization utilization agreement will prevail and control.

13. 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 request for proposal, or by any negligent or strictly liable act or omission of the proposer, its officers, agents, employees, or sub-organizations, 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.

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GENERAL INSTRUCTIONS TO PROPOSERS

1. Securing Specifications

Free specifications may be downloaded from the Purchasing page of the City's Web site, www.deerparktx.gov/bids.aspx. 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

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 request for proposal name & number. All proposals must be submitted to the City of Deer Park City Secretary no later than the date and time indicated in the request for proposal. 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 services 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. References

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

7. Addendums

It is the proposer's responsibility to alter his proposal response based on information updated in one or more addendums to the request for proposal. Addendums will be posted on the Purchasing request for proposal 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.

8. Checklist

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

Soccer Program Services for City of Deer Park

SPECIAL INSTRUCTIONS TO PROPOSERS

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:

Charlie Sandberg, Parks and Recreation Director
csandberg@deerparktx.org
(281) 478-2050

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. Required Contract

This request for proposal requires a signed acknowledgement of proposal.

Soccer Program Services for City of Deer Park

CHECKLIST FOR PROPOSALS

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

_____ **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 April 24, 2018)

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.

_____ **Ten (10) ADDITIONAL HARD COPY AND ONE (1) PDF DIGITAL COPY OF PROPOSAL**

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

_____ **PROOF OF INSURANCE**

_____ **INDEMNIFICATION BY ORGANIZATION**

_____ **STANDARD CONTRACT AND ACKNOWLEDGMENT**

Soccer Program Services for City of Deer Park

INDEMNIFICATION BY ORGANIZATION

The Organization 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 Organization's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of Organization, its officers, agents, employees, or sub-organizations, 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 Organization 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.

Organization 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 Organization under the terms of this paragraph shall not exceed the sum of the required amount of liability coverage to be carried by the Organization under this contract.

ORGANIZATION (Company Name) _____

SIGNATURE _____

PRINTED NAME _____

PRINTED TITLE _____

Soccer Program Services for City of Deer Park

STANDARD CONTRACT AND ACKNOWLEDGMENT

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.

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.

III.

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 Parks and Recreation Director of the City. In the event that Proposer continues in default, the City may terminate or cancel this contract.

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

Signature _____

Name _____

Title _____

Company Name _____

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STANDARD CONTRACT AND ACKNOWLEDGMENT CORPORATE 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:

(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:
