

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.

Licensed Preschool Program Services

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 falls 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 8 day of March, A.D. 2017.

Signature Jaime Sanchez

Name Jaime Sanchez

Title President

Company Name Community Center Preschool, LLC

Licensed Preschool Program Services

STANDARD CONTRACT AND ACKNOWLEDGMENT
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Signature Jaime Sanchez

Name Jaime Sanchez

Title President

Company Name Community Center Preschool, LLC

Licensed Preschool Program Services

STANDARD CONTRACT AND ACKNOWLEDGMENT
CORPORATE ACKNOWLEDGMENT
Attachment K

THE STATE OF Texas
COUNTY OF Harris

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

Jaime Sanchez

(Print Name)

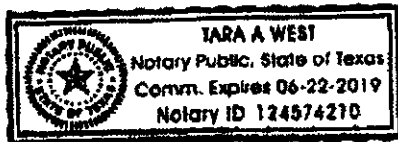
President

(Print Title)

of the corporation known as Community Center Preschool, LLC, 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 8 day of March, A.D., 2011.

Tara A West
Notary Public In and For
Harris County, Texas
My Commission expires:
6-22-2019



Licensed Preschool Program Services

STANDARD CONTRACT FOR SERVICES

Attachment L

STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT, made and entered into this 8 day of March A.D. 2017, by and between The City of Deer Park, of the County of Harris and the State of Texas, acting through its Mayor, Jerry Mouton, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Community Center Preschool, LLC of Deer Park, County of Harris

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 10 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

Community Center Preschool, LLC

Party of the Second Part

(CONTRACTOR)

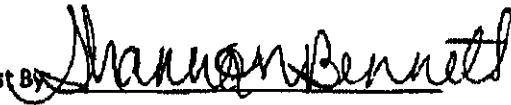
By: _____

Jaime Sanchez

Title: _____

President

Attest By: _____



Attest By: _____

(SEAL)

(SEAL)

Licensed Preschool Program Services

PARTNERSHIP ACKNOWLEDGMENT

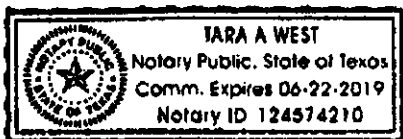
Attachment M

THE STATE OF Texas
COUNTY OF Harris

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

Jaime Sanchez
(Print Name)
President
(Print Title)

of Community Center Preschool, LLC 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 8 day of MARCH, A.D., 2017.



Tara A West
Notary Public in and For
Harris County, Texas
My Commission expires:
6-22-2019

SINGLE ACKNOWLEDGMENT

THE STATE OF Texas
COUNTY OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Jaime Sanchez 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 8 day of March, A.D., 2017



Tara A West
Notary Public in and For
Harris County, Texas
My Commission expires:
6-22-2019

Licensed Preschool Program Services

Section V: Agreement

I, Community Center Preschool, LLC, (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 8 day of March, 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.

610 E. San Augustine
Business Mailing Address

Jaime Sanchez
Authorized Representative's Signature Name

Deer Park, TX 77536
City, State, and Zip Code

Jaime Sanchez
Authorized Representative's Printed Name

281-478-2050 ext. 1119
Telephone

3/8/2017
Date