

CITY OF SAN ANTONIO

PARKS & RECREATION DEPARTMENT



**PARKS & RECREATION
SAN ANTONIO**

**REQUEST FOR QUALIFICATIONS
("RFQ")**

for

LICENSE OF SPORTS FIELDS AT BROOKS PARK

(RFQ 16-064, 6100007403)

Release Date: Friday, April 1, 2016

Proposals Due: Monday, May 2, 2016

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003 - BACKGROUND

Background

The City of San Antonio, Parks and Recreation Department ("City"), is requesting proposals from non-profit amateur sports organizations which provide youth sports league activities limited to football, soccer, or lacrosse and related cheer organizations who serve the southeast / greater southside of San Antonio to determine their qualifications and experience for the long-term license and operation of two sports fields at Brooks Park, without rental fees. Please refer to the site map attached to this RFQ for an aerial view of the Premises. Upon award, a survey of the Premises can be conducted.

Brooks Park: Field #1 consists of approximately 5 acres and has been under City control. Field #2 consists of approximately 3.25 acres and was previously under license to a soccer group until April 2015. Please refer to the aerial site map attached to this RFQ which depicts the boundaries of the Premises extending to the tree line bordering the adjacent subdivisions. Public portable restrooms and parking exist adjacent to the Premises. There is no utility infrastructure included in the Premises described in this RFQ. There are irrigation lines that cover all of Field #1 and less than one-half of the western portion of Field #2. A pump unit exists at an adjacent area outside the Premises, which feeds electricity to the irrigation systems. Other items of operational nature will be addressed upon award. **Program service delivery will be limited to football, soccer, or lacrosse and related cheer organizations.**

Through this RFQ the City will select a License Holder for full operation of two (2) sports fields at Brooks Park to maximize league play and field maintenance. License and operation of the fields will be the sole responsibility of the non-profit tenant without contribution or subsidy by the City.

004 - SCOPE OF SERVICES

The City of San Antonio (City) is seeking qualifications from **non-profit** organizations (Respondents) operating under organized state or national affiliates which provide youth sports league activities limited to football, soccer, or lacrosse and related cheer organizations who serve the southeast / greater southside of San Antonio for the long-term license, operation, maintenance and improvement of two (2) sports fields at Brooks Park without rental fees. In exchange, the License Holder agrees to maintain the Premises at their sole expense to include programming, maintenance, utilities, and repair and improvement of the Premises. The License Holder is permitted to sell concessions and establish fees to help offset the cost of maintaining the Premises. The License Holder will execute a License Agreement with the City of San Antonio subject to approval by City Council.

The License Holder shall allow the use of the facility by other non-profit amateur youth sports groups, subject to the availability of the facility based on License Holder's use of its own program schedule. License Holder shall establish customary and reasonable fees associated with said use of the facility by other non-profit amateur youth sports groups. Policies and fees shall be consistently applied to all other users. All fees collected shall be used to offset License Holder's costs of operations and maintenance of facility.

General Maintenance Obligations and Duties

Each year during the term of the Agreement, License Holder shall, at its sole expense provide all manpower, supplies and materials to perform year round maintenance and repairs, or cause the performance of all maintenance and repairs, necessary to keep and maintain the sports fields within an acceptable standard of care.

License Holder shall maintain the sports fields at or better than an acceptable standard for play, including but not limited to watering, mowing, trimming, seeding, leveling, and fertilizing. Further, the License Holder shall maintain and keep the entire Premises in a clean, neat, safe and orderly condition given the nature and use of the sports fields, provide pest control services as frequently as needed; and keep all areas within the Premises free of graffiti.

License Holder is required to maintain the Premises and all related amenities in good condition, repair and replace as needed; including, but not limited to, improvements, utility connections, field fence lines, goal posts and irrigation piping and sprinkler heads within the Premises, if applicable.

License Holder shall use reasonable efforts to recycle materials such as plastic bottles and aluminum cans used during its use of the Premises and concession operation. License Holder agrees to comply with any recycling programs established and implemented during the term of this Agreement by City for the Park where the Premises are located.

License Holder shall not plant or remove any trees without the prior written approval of City and any approved removals must be in compliance with all applicable laws and ordinances.

Utilities

License Holder is responsible for the cost of all electricity. License Holder may utilize any existing irrigation equipment within the Premises, if applicable, for purposes of irrigation and use of this equipment will obligate License Holder to maintain the lines and sprinkler heads.

License Holder must comply at all times with the City's Conservation Ordinance, including year-round restrictions, drought restrictions, and charity car wash restrictions. Due to its own actions, License Holder shall be responsible for the payment of any fines or penalties imposed for non-compliance with the City's Conservation Ordinance or any water restrictions. License Holder shall coordinate and request through City any irrigation variances of the Conservation Ordinance. City has the right to establish, implement and modify irrigation policies and practices during the term of this Agreement.

Reporting

License Holder must provide annual reporting to City as follows:

- List of current officers, including contact information
- Number of participants in License Holder's programs, including age range.
- Any modifications to License Holder's constitution, by-laws, and / or articles of incorporation.
- If requested by City, License Holder is required to provide an accounting of its revenue and expenditures for one or more of its fiscal years in a form acceptable to City; such accounting to be provided within fifteen (15) days after receipt of a written request from City.
- Respondent's records are subject to City review / audit.

Improvements

License Holder shall be responsible for repair to existing amenities, including the repair of any improvements to the Premises. Subject to advance written approval of the Director of the City's Parks and Recreation Department, License Holder may install and/or construct facilities and improvements within the Premises suitable for team activities; to include fields, concession stands, utilities, security / fencing, storage and parking areas. During any period of construction or installation, License Holder, its members, employees, agents, and affiliates shall ensure that the performance of the construction or installation does not cause or result in damage to City property or adjoining property. All costs for design and construction and related activities such as any and all plans, approvals, necessary permits, and clearances relative to its improvements from appropriate Local, State, and Federal regulatory agencies shall be borne solely by License Holder. Any improvements installed by License Holder which can be removed without damage to the Premises may be removed at the sole expense of License Holder at the termination of this Agreement without payment being made by City. If the improvements are not removable without damage to the Premises, then the improvements will become the property of the City. Temporary structures, if present, shall be removed from the Premises at the sole expense of License Holder at the termination of the Agreement without payment being made by City.

Other

Naming Rights

No naming rights of the field will be conveyed to License Holder. Naming of parks and facilities is subject to applicable City ordinances, approvals and processes.

Concessions

License Holder shall have the right to operate concessions for the sale of food, non-alcoholic beverages, and similar consumable items within the Premises. License Holder shall have the exclusive use of any concession stand(s) within the Premises. No fee for the right to operate concessions shall be payable to the City; provided however, that all profits generated from the concession program ("Concession Revenue") shall be applied to the operation and maintenance of

License Holder. License Holder shall obtain and maintain at its sole expense, all permits or licenses required for its concession operations.

005 – OTHER REQUIREMENTS

Non-Discrimination

License Holder must comply with the Non-Discrimination Policy of the City of San Antonio contained in chapter 2, article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established.

Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process, or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or, alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to: assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement, assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and indemnify the City against any monetary damages and / or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City, the software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim, the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by any Agreement awarded pursuant to this RFQ, will belong to and be the property of City. Respondent, if awarded this Agreement, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this Agreement, shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction. In accordance here with, Respondent, if selected, agrees to comply with all applicable federal, state, and local laws, rules, and regulations governing documents and ownership, access and retention thereof.

006 - TERM OF CONTRACT

Contract(s) awarded in response to this RFQ will be for a five (5) year period, subject to City Council approval.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the City of San Antonio's Mission Branch Library Meeting Room, Mission Branch Library, 3134 Roosevelt, San Antonio, Texas 78214 at **10:00 a.m., Local Time, on Friday, April 8, 2016.** Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The Mission Branch Library, located at 3134 Roosevelt, San Antonio, Texas 78214, is wheelchair accessible. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

All Respondents must either be or submit a proposal partnered with, a non-profit organization that operates under state or national affiliates whose delivery service includes youth sports league activities limited to football, soccer, or lacrosse and related cheer organizations who serve the southeast / greater southside of San Antonio. Respondents who submit proposals for any sport outside of these stated limitations will be deemed non-respondent.

All attachments listed herein must be completed as directed and included within the proposal submitted or the Respondent may be deemed non-responsive.

If submitting a hard copy proposal, submit one original, signed in ink and six (6) hard copies of the proposal and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

If submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

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EXECUTIVE SUMMARY. The summary shall include a statement of the purpose or mission of the Respondent, how Respondent proposes to accomplish and perform each specific requirement listed, address unique challenges perceived by Respondent and their solutions, to include measurable performance goals for the scope performed. The statement

should include any benefits and opportunities the Agreement will afford if awarded, for the License Holder to leverage those benefits and opportunities to enhance and/or expand service to its members.

GENERAL INFORMATION FORM. Use the Form found in this RFQ as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFQ as Attachment A, Part Two.

PROPOSED OPERATING AND STAFFING PLAN FOR PROGRAM SERVICE DELIVERY. Use the Form found in this RFQ as Attachment A, Part Three.

PROPOSED MAINTENANCE AND IMPROVEMENT PLAN. Use the Form found in this RFQ as Attachment A, Part Four.

OPERATING BUDGET AND PLANNED REVENUE. Use the form found in this RFQ as Attachment B.

NON-PROFIT STATUS. Attachment C - Provide proof of current non-profit status with State of Texas.

CONTRACTS DISCLOSURE FORM. Use the Form in RFQ Attachment D which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFQ as Attachment E. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

FINANCIAL INFORMATION. Attachment F – Provide evidence of existing fund balance at a financial institution backed by a Federal Deposit Insurance Corporation. Provide the last two (2) years of Financial/ Profit and Loss statements, the last two (2) years of bank statements; and the IRS Form 990 for 2014 or the most recent Form 990 as submitted to the IRS, or the requisite forms as submitted to the IRS for the last filing period.

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM. Complete, sign and submit VOSB Identification Form found in this RFQ as Attachment G.

DISCLOSURE OF INTERESTED PARTIES (FORM HB 1295). Complete and submit HB 1295 form found as Attachment H.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverage and at the levels specified in this RFQ if awarded a contract in response to this RFQ. Respondent shall also submit a copy of their current insurance certificate.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFQ as Attachment I. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFQ as Attachment J.

Respondent is expected to examine this RFQ carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

009 - CHANGES TO RFQ

Changes to the RFQ, made prior to the due date for proposals shall be made directly to the original RFQ. Changes are captured by creating a replacement version each time the RFQ is changed. It is the Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFQ as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ.

010 - SUBMISSION OF PROPOSAL

Proposals may be submitted electronically through the portal or in hard copy format.

Submission of Hard Copy Proposals.

Respondent shall submit one (1) original, signed in ink, six (6) hard copies and one (1) copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**License of Sports Fields at Brooks Park**" on the front of the package.

Proposals must be received in the Office of the City Clerk no later than **11:00 A.M. Central Time, on Monday, May 2, 2016** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk
Attn: Parks & Recreation Department
RFQ for License of Sports Fields at Brooks Park
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk
Attn: Parks & Recreation Department
RFQ for License of Sports Fields at Brooks Park
100 Military Plaza
2nd Floor, City Hall, San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Submission of Electronic Proposals. Submit one (1) proposal electronically by the due date provided on the Cover Page. All times stated herein is Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed two-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFQ Section Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a

cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

Correct Legal Name. Respondents who submit proposals to this RFQ shall correctly state the true and correct name of the non-profit corporation. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFQ as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Finance shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal Conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

011 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFQ or proposals from the time the RFQ has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFQ has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFQ and/or proposal submitted by Respondent. Violation of this provision by Respondent and / or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Respondents may ask verbal questions concerning this RFQ at the Pre-Submittal Conference. Respondents may submit written questions concerning this RFQ to the Staff Contact Person listed below until **12:00 PM (Noon), Central Time, on Friday, April 15, 2016**. Questions received after the stated deadline will not be answered.

All questions shall be sent by e-mail to:

Charisma Esparza, Procurement Specialist III
City of San Antonio, Finance Department – Purchasing Division
charisma.esparza@sanantonio.gov

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date and a review of the solicitation process.

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

012 - EVALUATION OF CRITERIA

The City's evaluation committee will conduct a comprehensive, fair, and impartial evaluation of all Proposals received in response to this RFQ. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFQ. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation Criteria:

- A. Experience, Background, Qualifications (35 points)
- B. Proposed Operating and Staffing Plan for Program Service Delivery (30 points)
- C. Proposed Maintenance Plan, Planned Improvements/Investments (20 points)
- D. Line Item Budget for Proposed Operating Budget and Planned Revenue (15 Points)

Evaluation Scoring for Brooks Park Field #1 and Field #2:			
CRITERIA	TOTAL POINTS	SCORING ITEMS	DETAIL SCORING
EXPERIENCE, BACKGROUND & QUALIFICATIONS	35	<i>Organization General</i> - mission and goals are inclusive of proposed services (youth soccer / football / lacrosse program), sufficient and qualified staff / volunteers, sufficient # of board members	1 - 10
		<i>Experience</i> - Program Management, professional qualifications / licenses, equipment, program service delivery, sports league affiliations, history of licensing, maintenance and improvement of sports fields , working with government entities	1- 10
		<i>Program Service Delivery to southeast / southside San Antonio</i> - History / longevity of program service delivery to youths within the southeast / greater southside of San Antonio	1 - 15
PROPOSED OPERATING & STAFFING PLAN	30	<i>Operating</i> - Clear, demonstrated plan and schedule of activities to maximize year-round use of the fields	1 - 10
		<i>Staffing</i> - Clear, demonstrated plan to ensure adequate level of maintenance and appropriately staff League play, tournaments and events	1 - 10
		<i>Program Service Delivery to southeast / southside San Antonio</i> - Clear, demonstrated plan for program service delivery specific to youths within the southeast / greater southside of San Antonio	1 - 10
PROPOSED MAINTENANCE PLAN & PLANNED IMPROVEMENTS	20	<i>Maintenance</i> - Clear, demonstrated plan to ensure adequate level of field maintenance activities & implementation timeline that explain & tie directly to Line Item Budget	1 - 10
		<i>Improvements</i> - Clear, descriptive plan & implementation timeline for field improvements that explain, substantiate & directly tie to Line Item Budget	1-10
LINE ITEM BUDGET	15	<i>Accuracy & Clarity</i> - budget is totaled correctly & categories are used correctly	1 - 5
		<i>Matches narrative response for each category</i> - Clearly and fully reflects, matches and substantiates all detail listed in the narrative for each required response to this RFQ	1 - 10

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFQ.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFQ on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFQ, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and / or remedy technical errors in the RFQ process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFQ and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFQ does not commit City to enter into a Contract, award any services related to this RFQ, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure – form may be found online at: <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a Request for qualifications or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

014 - SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFQ:

RFQ Release Date:	Friday, April 1, 2016
Pre-Submittal Conference:	Friday, April 8, 2016 @ 10:00 A.M.
Final Questions Accepted:	Friday, April 15, 2016, @ Noon CT
Proposal Due:	Monday, May 2, 2016 @ 11:00 A.M. CT

015 – RFQ EXHIBITS

EXHIBIT 1

INSURANCE REQUIREMENTS

If selected to provide the services described in this RFQ, Respondent shall be required to comply with the insurance requirements set forth below:

Insurance

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Parks and Recreation Department, which shall be clearly labeled "**LICENSE OF SPORTS FIELDS AT BROOKS PARK**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Parks and Recreation Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

A Respondent's financial integrity is of interest to City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation*	Statutory
2. Employers' Liability*	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises / Operations *b. Independent Contractors c. Products / Completed Operations d. Personal Injury e. Contractual Liability f. Sexual Abuse / Molestation g. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage g. \$100,000
4. Business Automobile Liability a. Owned / leased vehicles b. Non-owned vehicle c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Property Insurance: For physical damage to the property of LESSEE, including improvements and betterment to the Leased Premises	Coverage for replacement value with a minimum co-insurance factor of eighty percent (80%) of the cost of Contractor's property

*If applicable.

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that name Respondent and City as additional insureds. Respondent shall provide City with said certificate and

endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Parks and Recreation Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation and employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Respondent and any subcontractors are responsible for all damage to their own equipment and / or property.

RFQ EXHIBIT 2

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFQ, Respondent shall be required to comply with the indemnification requirements set forth below:

Indemnification

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, grantee or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, 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 INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

RFP EXHIBIT 3

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

016 – RFQ ATTACHMENTS

RFQ ATTACHMENT A, PART ONE

GENERAL INFORMATION

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFQ solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with: _

List Related Companies:

2. Contact Information: List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No ___

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ___ No ___ If "Yes", list authorizations/licenses.

5. Where is the Respondent's headquarters located? _____

6. Local/County Operation: Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office. _____

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?
Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?
Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?
Yes ___ No ___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?
Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?
Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?
Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide three (3) **non-City references**, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided. The references you provide will be contacted by the City and their responses will be shared with the Evaluation Committee.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

RFQ ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Provide a history of, articles of incorporation and current bylaws for your organization, a list of current Officers and Board members and their contact information, employees, key volunteers and volunteer project managers, list of sponsors and financial donors for the past three (3) years.
2. Describe Respondent's experience relevant to the operations of a youth football, soccer or lacrosse program as well as your experience relevant to the Scope of Services requested by this RFQ. Outline or describe your program portfolio over the last three (3) years, to include League play, clinics, tournaments, special events and age and number of participants.
3. **History of service to the southeast / greater southside of San Antonio:** List the current location(s) and zip codes of your League's home games. Provide evidence of location and zip codes of home games played over the last three (3) years. **As many as ten (10) preferential points may be assigned for current program service delivery to youth located on the southeast or greater southside of San Antonio.**
4. List and provide evidence of Respondent's prior and current sports field licenses and maintenance agreements of similar scope with other entities over the last three (3) years, if applicable. If there are no current licenses, then provide any evidence of field use and operations.
5. Describe Respondent's specific experience with public entities, such as municipalities. If Respondent has leased sports fields from the City or other public or private entities in the past, identify the name of the field / lease and the date leased.
6. List other resources, including total number of employees and subconsultants, number and location of offices, number and types of equipment and services (paid and volunteer services) available to support this project.
7. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff and volunteers to be assigned to the project and relevant experience on projects of similar size and scope. Provide evidence of any formal agreements with volunteers, such as coaches and project managers.
8. List and provide evidence of all sports affiliations and memberships with national, state and regional affiliates.
9. Additional Information: Identify any additional skills, experience, qualifications, and/or other relevant information about the Respondent's qualifications (e.g., technology, website and affiliate portal, and computer capabilities).

RFQ ATTACHMENT A, PART THREE

PROPOSED OPERATING AND STAFFING PLAN FOR PROGRAM SERVICE DELIVERY

Prepare and submit narrative responses to address the following items. **Your Plan must substantiate and directly reflect your Operating Budget in Attachment B:**

1. Operating Plan - Describe the proposed plan and approach to conduct operations of a sports league at the named City fields, and any service enhancement to and expansion of League membership during the term of the Agreement.
2. List and provide evidence of how your Operating Plan will provide enhanced benefits and services to the community and Southeast / greater southside of San Antonio, if awarded the License Agreement.
3. Staffing Plan - State the primary work assignment and the percentage of time key personnel (including volunteers) will devote to the project to ensure adequate level of maintenance and League services can be maintained throughout the term of the contract. Identify proposed tasks and schedule.
4. Identify the intended period of use to reflect all activities such as games, practices, tournaments, special events, etc.; include a recommended annual schedule.
5. State the number of teams, the ages and level of play necessary to maximize use of the fields.
6. Additional Information - Provide any additional plans and / or relevant information about Respondent's approach to providing the required services for its membership / youth participants.
7. Describe any plans you may have with regard to providing security for the use of the facility.

RFQ ATTACHMENT A, PART 4

PROPOSED MAINTENANCE AND IMPROVEMENTS PLAN

Prepare and submit narrative responses to address the following items. **Your Plan must substantiate and directly reflect your Operating Budget in Attachment B:**

1. Maintenance Plan - Describe the proposed annual plan and approach to conduct field maintenance and irrigation, concession, restrooms and other amenities (if applicable), service categories, specific tasks, and staff assigned and/or sub consultants. Please address the following contractual requirements in your plan:

License Holder shall maintain the sports fields at or better than an acceptable standard for play, including watering, mowing, trimming, seeding, leveling, fertilizing, laying new soil, fill cracks and low spots as needed and stripe fields as needed. Further, the License Holder shall maintain and keep the entire Premises in a clean, neat, safe and orderly condition given the nature and use of the sports facility to include pest control services as frequently as needed; and keep all areas within the Premises free of graffiti.

2. Planned Improvements/Investments – List and describe any planned investments or improvements you propose to make to the field. Identify the costs and sources of revenue associated with such improvements, and an estimated timeline for all activities leading to the improvement.

RFQ ATTACHMENT B

OPERATING BUDGET AND PLANNED REVENUE

1. Using only the form below, provide the following:
 - A. Your Current Year Planned Revenue and Expenditures
 - B. Your Current Year Actual Revenue and Expenditures
 - C. 12-month Estimated Revenues and Expenses at the fields for which you are submitting a proposal in response to this RFQ.

Use only the Line Item Budget provided below. No other substitute budget shall be accepted for this proposal.

REVENUES & EXPENDITURES	A CURRENT YEAR PLANNED REVENUE	A CURRENT YEAR PLANNED EXPENDITURES	B CURRENT YTD ACTUAL REVENUE	B CURRENT YTD ACUTAL EXPENDITURES	C ESTIMATED REVENUE 12-MONTH	C ESTIMATED EXPENDITURES 12-MONTH
ITEM						
<u>REVENUE</u>						
DONATIONS						
SPONSORSHIPS (ITEMIZE BELOW)						
ADVERTISING						
FIELD RENTAL						
GATE ADMISSIONS						
PARTICIPANT FEES						
TEAM REGISTRATION						
TOURNAMENT ENTRY FEES						
EQUIPMENT SALES (ITEMIZE BELOW)						
EQUIPMENT RENTAL (ITEMIZE BELOW)						
CONCESSIONS, DETAIL BY # OF HOME GAMES						
<u>TOTAL REVENUE</u>						

REVENUES & EXPENDITURES	A CURRENT YEAR PLANNED REVENUE	A CURRENT YEAR PLANNED EXPENDITURES	B CURRENT YTD ACTUAL REVENUE	B CURRENT YTD ACUTAL EXPENDITURES	C ESTIMATED REVENUE 12-MONTH	C ESTIMATED EXPENDITURES 12-MONTH
EXPENDITURES						
PERSONNEL						
COACHES						
OTHER (DETAIL)						
CONTRACTUAL SERVICES						
REFEREES						
TROPHIES						
UNIFORMS						
RESERVATION FEES						
TOURNAMENT FEES						
AFFILIATE DUES & LICENSES (PROVIDE DETAIL)						
ADVERTISEING						
EQUIPMENT RENTAL (DETAIL)						
VENDING						
INSURANCE						
BANK FEES						
SECURITY / ALARM						
PRINTING / OFFICE						
CPA/ BOOKKEEPING						
MAINTENANCE & REPAIR						
OTHER (DETAIL)						

REVENUES & EXPENDITURES	A CURRENT YEAR PLANNED REVENUE	A CURRENT YEAR PLANNED EXPENDITURES	B CURRENT YTD ACTUAL REVENUE	B CURRENT YTD ACUTAL EXPENDITURES	C ESTIMATED REVENUE 12-MONTH	C ESTIMATED EXPENDITURES 12-MONTH
COMODITIES						
JANITORIAL						
PLAYER SPORTS EQUIPMENT (DETAIL)						
CLOTHING / UNIFORMS / CAPS (DETAIL)						
FIELD SPORTS EQUIPMENT (DETAIL)						
OFFICE SUPPLIES						
FIELD MAINTENANCE/ MOWING EQUIPMENT						
OTHER (DETAIL)						
EQUIPMENT PURCHASES						
CONCESSION SUPPLIES & EQUIPMENT (DETAIL)						
MOWING / LANDSCAPING						
FERTILIZER						
BLEACHERS						
EQUIPMENT						
OTHER (DETAIL)						
FACILITY MAINTENANCE						
BUILDING / CONCESSION						
RESTROOM						
OTHER (DETAIL)						

REVENUES & EXPENDITURES	A CURRENT YEAR PLANNED REVENUE	A CURRENT YEAR PLANNED EXPENDITURES	B CURRENT YTD ACTUAL REVENUE	B CURRENT YTD ACUTAL EXPENDITURES	C ESTIMATED REVENUE 12-MONTH	C ESTIMATED EXPENDITURES 12-MONTH
UTILITES						
WATER						
ELECTRICITY						
TELEPHONE						
INTERNET						
WEBSITE						
OTHER (DETAIL)						
IMPROVEMETNS / INVESTMENTS						
ANTICIPATED CONSTRUCTION COSTS (DETAIL)						
PERMIT FEES						
LIGHTS						
FIELD SURFACE						
RESTROOMS						
BLEACHERS						
GOALPOSTS						
OTHER (DETAIL)						
<u>TOTAL EXPENDITURES</u>						
<u>NET REVENUE</u>						

RFQ ATTACHMENT C

PROOF OF NON-PROFIT STATUS WITH STATE OF TEXAS

1. Provide verification of current status as a non-profit entity printed from the website of the Texas Secretary of State website.

ATTACHMENT D

CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

ATTACHMENT E

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ___ No ___

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFQ ATTACHMENT F

FINANCIAL INFORMATION

1. Provide evidence of Respondent's financial well being to include existing fund balance at a financial institution backed by a Federal Deposit Insurance Corporation.
2. Provide the last two (2) years of Financial/ Profit and Loss statements.
3. Provide the last two (2) years of bank statements.
4. Provide the IRS Form 990 for 2014 or the most recent Form 990 as submitted to the IRS, or the requisite forms as submitted to the IRS for the last filing period.
5. As proof of insurability, provide a letter from your insurance provider and a copy of your current Certificate of Liability insurance (See RFQ Exhibit 1)

RFQ ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM

(Posted as a separate document.)

RFQ ATTACHMENT H

CERTIFICATE OF INTERESTED PARTIES FORM (HB 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

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“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

RFQ ATTACHMENT I

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, whether electronically or by paper, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFQ, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFQ Exhibits 1 & 2.

If awarded a contract in response to this RFQ, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFQ ATTACHMENT J

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFQ Attachment A, Part One	
Experience, Background, Qualifications RFQ Attachment A, Part Two	
Proposed Operating and Staffing Plan For Program Service Delivery, RFQ Attachment A, Part Three	
Proposed Maintenance and Improvements Plan RFQ Attachment A, Part Four	
Planned Operating Budget and Planned Revenue RFQ Attachment B	
Non-Profit Status RFQ Attachment C	
*Contracts Disclosure Form RFQ Attachment D	
*Litigation Disclosure Form RFQ Attachment E	
Financial Information RFQ Attachment F	
Proof of Insurability (See RFQ Exhibit 1) Copy of Current Certificate of Insurance	
Disclosure of Interested Parties Form (HB 1295) RFQ Exhibit 3	
*Veteran-Owned Small Business Preference Program Tracking Form RFQ Attachment G	
*Disclosure of Interested Parties Form (HB 1295) RFQ Attachment H	
*Signature Page RFQ Attachment I	
Proposal Checklist RFQ Attachment J	
One (1) Original, Six (6) copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.