

# REQUEST FOR PROPOSAL WITH SPECIFICATIONS

**CITY OF CONROE**

**RFP#52323TI**

**Tennis Instructor**



CITY OF CONROE  
PARKS AND RECREATION

**CITY OF CONROE  
P.O. BOX 3066  
CONROE, TEXAS 77305**

**RESPONSES DUE June 15 at 2pm.**

**CITY OF CONROE PURCHASING DEPARTMENT**

# REQUEST FOR PROPOSAL (RFP) Tennis Instructor

## INTRODUCTION

If you are interested in your organization being considered for this project, please submit four (4) copies of your proposal to:

**USPS:** City of Conroe  
Soco Gorjon, City Secretary  
P.O. Box 3066  
Conroe, TX. 77305

**Physical:** City of Conroe  
Soco Gorjon, City Secretary  
300 W. Davis St.  
Conroe, TX. 77301  
(City Hall 3<sup>rd</sup> Floor)

**Due Date: On or before 2:00 p.m. on May 31, 2023.**

All proposals shall be in a sealed envelope clearly marked “**Tennis Lesson Instructor**”

## QUESTIONS AND INQUIRIES

Any person with questions regarding this RFP, including a request to visit the Tennis sites, should email a written request for information/ clarification by June 15th, 2023 to:

Wesley Wagner  
wwagner@cityofconroe.org

Answers will be provided to all known candidates receiving RFP’s as a written addendum. Candidates should not rely on any oral communication concerning this RFP and oral responses will have no binding effect.

## RESERVATIONS

The City, through its duly authorized officials, reserves the right to reject any, part of, or all proposals and to waive any formality pertaining to any proposal, without the imposition of any form of liability. The Owner also reserves the right to award this proposal to the most qualified proposer(s) or to the proposer(s) that offers the best value to the City taking into consideration the evaluation criteria contained herein. Proposals not accepted will be notified after a binding agreement between the successful Candidate(s) and the Owner is executed, or upon the Owner’s rejection of all proposals.

## SUBSTITUTIONS

***No alternate bids or bid items will be considered for this proposal.***

## SCOPE OF SERVICES

The City of Conroe is interested in providing first class Tennis instruction. Each bidder will be held responsible for having examined the premises and satisfied themselves as to the existing conditions or location under which they will be obligated to operate, or that will in any way affect the services under the contract.

## PROPERTY DESCRIPTION

**Carl Barton Jr. Park Tennis Courts – 2500 S Loop 336 E - Two outdoor lighted courts.**

**Candy Cane Park Tennis Courts - 1204 Callahan Ave. - Six outdoor lighted courts on tennis courts.**

## **SPECIAL PROVISIONS**

**Registration:** All registration for lessons will go through the City of Conroe Parks and Recreation Department registration system.

**Period of Operation:** Upon acceptance and approval, this bid effects a written agreement between CITY and VENDOR(S), and contract will commence from execution date and is renewable for up to three (3) consecutive years.

**Payment to Instructor:** VENDOR(S) will receive 65% of the resident fee of all Tennis registration that is received through the Parks and Rec Department registration system. Payment to instructor will be made in lump sum at the end of each month based on the fees collected less any refunds applied. Payment date may be earlier or later than end of the month if approved by CITY. VENDOR(S) is encouraged to require proof of receipt from patron prior to scheduling, or may request record of receipt from Parks and Recreation Department representative. In a case where disputes may arise, City receipt records will be final.

**Instructing:** VENDOR(S), or qualified representatives included in the proposal shall be the only instructor providing lessons on the behalf of the CITY. CITY shall have the right to observe lessons, and if instruction is performed by anyone other than the VENDOR(S) or qualified representatives included in the proposal, CITY has the right to terminate the agreement.

**Tennis Lessons:** VENDOR(S) shall only provide lessons on courts designated by City of Conroe, unless otherwise formally established and approved. Tennis lessons may only be provided to those who are registered and have made payment through the Parks and Recreation Department system. VENDOR(S) shall under no circumstance charge for (or provide) lessons on City of Conroe courts to anyone not registered through the Parks and Recreation Department system. This includes but is not limited to: family, friends, acquaintances, or anyone that is seeking instruction without first registering. The CITY has the right to terminate the agreement if this occurs.

**Alterations:** Alterations to any part of the courts or the premises will not be permitted without the prior approval of the Parks and Recreation Department. Any alterations permitted will be at the expense of VENDOR(S) and must comply with all City of Conroe guidelines, policies and procedures.

**Additional items:** VENDOR(S) may not sell, market or advertise any memorabilia, equipment, merchandise or programs other than those provided through Conroe Parks and Recreation. If found that the VENDOR(S) is selling, marketing or advertising any memorabilia, equipment, merchandise or programs other than those provided through Conroe Parks and Recreation, the CITY has the right to terminate the agreement.

**Cancellations or Reschedules:** In the event lessons are cancelled and patron requests a refund, VENDOR(S) must provide detailed reasons as to why lessons could not be performed or rescheduled. Payments already made to VENDOR(S) will be adjusted as necessary. Reschedules will be determined between the patron and the VENDOR(S) without considerable impact to court schedule/ availability to the public. Rescheduled lessons that have any potential impact on court schedule/ availability to the public or require a different venue, must have approval by Parks and Recreation Representative.

**Tennis Lesson Time:** The time and location of lessons is determined by the Patron and the VENDOR(S), and availability must be confirmed and approved by the Parks and Recreation Department. If lessons are provided by VENDOR(S) without approval by the Parks and Recreation Department, CITY has the right to terminate the agreement.

**Violation of Contract, Law and/or Ordinances:** In the event VENDOR(S) is found willfully violating any law, ordinance, or provision of this contract, or becomes objectionable and offensive

to the good order and use of any PARK FACILITY, the said VENDOR(S) shall be required to leave the FACILITY at once. CITY may, in addition thereto, terminate and cancel this agreement.

**COMMUNICATION**

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer’s failure to examine relevant documents or specifications will not relieve offer or from any obligation with regard to their response to this invitation.

**CONDITIONS OF CONDUCT**

At all times if any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

**ETHICAL STANDARD**

No City official or employee shall have interest in any contract resulting from this “RFP”. Individuals with a possible conflict will enact a public disclosure record by completing a “Statement of Financial Interest” form.

**REIMBURSEMENTS**

There is no expressed or implied obligation for the City of Conroe to reimburse Proposer for any expenses incurred in preparing proposals in response to this request. The City will not reimburse Proposer for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

**DISCLOSURE**

There will be no disclosure of the contents to competing Proposers until the contract is awarded. All proposals will be kept confidential during the negotiation process. Once the contract has been awarded all proposals will be open for public inspection, except for trade secrets and confidential information, which the Proposer(s) identifies as proprietary within the proposal.

**DEFAULT**

The City reserves the right to terminate the contract immediately for failure to meet or otherwise perform in accordance with the requirements of this proposal.

**SELECTION PROCESS**

As required under Government Code 2254, the Owner upon appropriate evaluation of all submitted proposals will rank up to three Candidates that it considers to be the most qualified to provide the best services to the City of Conroe.

The City will select the proposal(s) that offers the best combination of required specifications and best value for the City based upon the selection criteria below.

- a) Qualifications and experience 25 points
- b) Schedule of availability 25 points
- c) Detailed lesson plan 15 points

d) Professional references

15 points

e) Fee structure

20 points

The CITY is seeking one (1) or more Tennis Instructors, and therefore will negotiate with the most qualified Proposers to reach an agreement. In the event that an agreement cannot be reached with any qualified Proposer, the City may reinitiate the RFP process.

Proposals will be assessed against evaluation criteria and a decision made by the Evaluation Committee. Notification of proposal acceptance will be a written formal confirmation.

### **INDEMNIFICATION**

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

### **INDEPENDENT CONTRACTOR RELATIONSHIP**

The Proposer is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Proposer nor anyone employed by it shall, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City of Conroe.

The Proposer selected by this Request for Proposal will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals, and or insurance that may be required by the City of Conroe, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

### **INTERVIEWS**

After written proposals are received and initially evaluated, the Owner may or may not require one or more of the Candidates to provide an oral presentation as a supplement to their proposals. Any Candidate required to interview should be prepared to discuss and substantiate any area of their proposal. The Owner is under no obligation to grant interviews to any Candidate receiving a copy of this RFP and/or submitting a written proposal in response to this RFP

## **RESPONSE FORMAT**

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Proposer to include all listed items will result in their proposal being rejected.

### **❖ Tab 1 – Cover Letter**

Provide a cover letter indicating your understanding of the requirements relating to this proposal. The letter must be brief and formal from the proposer that provides information regarding the person's interest in and ability to perform the requirements of this RFP. A person who is authorized by the organization to enter into an agreement with the City of Conroe will sign the letter.

Please include all contact information.

### **❖ Tab 2 – Acceptance of Conditions**

Indicate any exceptions to the specifications, terms and conditions of this RFP, including the Scope of Services.

### **❖ Tab 3 –Background (3 – Pages Maximum)**

1. Name, address and brief bio of each person represented in the proposal
2. Qualifications and Experience of each person represented in the proposal
3. Schedule of availability of each person represented in the proposal
4. Detailed outline of typical lesson plan
5. Proposed Fee structure (considering the percentage to the CITY)

### **❖ Tab 4 – References (1 – Page Maximum)**

Provide professional references where you have provided services or performed similar work to the City of Conroe scope of work, in whole or in part.

**PROPOSAL AGREEMENT AND CERTIFICATION**

**The Undersigned Agrees That:**

The individual signing this proposal certifies that he/she is a legal agent of the Proposer, authorized to represent the Proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.
- F. Agent shall **initial** each applicable item below to certify acknowledgement.

\_\_\_\_\_ Initial to indicate the required proposal submittals are enclosed.

\_\_\_\_\_ Initial to acknowledge receipt of addendum and/or amendment (if applicable).

-----  
\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Name of Authorized Agent – Printed)

\_\_\_\_\_  
(Street Address / P.O. Box)

\_\_\_\_\_  
(Authorized Agent Signature)

\_\_\_\_\_  
(City / State / Zip Code)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Email address)

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

### OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**



**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

\_\_\_\_\_ (“Company or Business Name”)  
**House Bill 89 Verification**

I, \_\_\_\_\_ (Person name), the undersigned representative of \_\_\_\_\_(Company or Business Name) hereafter referred to as “Company”; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
Date

**CITY OF CONROE  
PURCHASING DEPARTMENT**

**SENATE BILL 252 CERTIFICATION**

On this day, I, \_\_\_\_\_, the Purchasing Representative for the City of Conroe, Texas, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the City of Conroe by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan or any Foreign Terrorist Organization.

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

\_\_\_\_\_  
RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date



(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

4. "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
5. "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
6. "Firearm entity" means:
  - (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
  - (B) a sport shooting range as defined by Section 250.001, Local Government Code.
7. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
  - (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
  - (B) has two or more firearm entities as members; and
  - (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**Senate Bill 13 Verification**

I, \_\_\_\_\_ (Person name), the undersigned representative of \_\_\_\_\_ (Company or Business Name) hereafter referred to as "Company"; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

- 1. "Boycott energy company" has the meaning assigned by Section 809.001.
- 2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
DATE