



Parks and Recreation
Department
Request for Proposal

Proposal No: 2022-52-A
Proposal Title: RFP for Youth Baseball and Softball League Provider
Questions Deadline: 05/06/2022 @ 5:00pm (CDT)
Proposals Due: 05/20/2022 @ 5:00pm (CDT)

Proposals for the services specified will be received by the Town of Flower Mound until the date and time as indicated above. Please submit one (1) original proposal and two (2) copies of the proposal in hard copy only.

Mailing Address: Town of Flower Mound
Attn.: Matt Chutchian
1200 Gerault Road
Flower Mound, Texas 75028

Delivery Address: Town of Flower Mound
Community Activity Center
1200 Gerault Road
Flower Mound, Texas 75028

Late submissions will not be considered. Proposals must be submitted with the RFP number and the respondent's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a proposal are provided within.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.

For questions regarding this RFP contact: **Marquita Shamlin**
Purchasing Buyer
(972) 874-6006
marquita.shamlin@flower-mound.com

The Town of Flower Mound appreciates your time and effort in preparing a proposal. **Please note that all proposals must be received at the designated location by the deadline shown.** Proposals received after the deadline will not be considered for the award of the contract and will be returned unopened.

Town of Flower Mound

Request for Proposal No. 2022-52-A

Youth Baseball and Softball League Provider

I. Introduction

The Town of Flower Mound Parks and Recreation Department (“Town”) has established criteria for a Youth Baseball and Softball Request for Proposal (RFP) document. The Town is seeking proposals from all qualified organizations to provide youth baseball and softball leagues during the spring and fall seasons.

At selected times during the calendar year; the chosen organization will be allowed to offer camps, league run tournaments, sport specific instructional programs and clinics outside of the league format so long as there are facilities available.

II. Town Philosophy

The Town believes in the overall benefits of participation in organized youth sports leagues and programs. Participation in sports plays a valuable role in the development of the youth of Flower Mound. Participation in youth recreational leagues, instructional programs, competitive leagues, and tournaments has proven to build self-esteem, promote teamwork, develop the body as well as the mind, and is an integral part of the maturation process, all which contributes to the overall quality of life in Flower Mound. To this end, the Town will strive to assist youth sports league providers in offering quality organized youth sports programs, facilities, and services while maintaining a safe, wholesome environment for children.

III. Youth Sports League Provider Requirements

Each youth sports league provider must meet certain standardized minimum requirements in order to provide a youth sports league to the community. The requirements are set forth by the findings and recommendations of the Youth Sports Task Force adopted by the Town Council on March 1, 2004.

Requirements include, but are not limited to, the following:

- Each recognized youth sports league provider must operate as a non-profit (501(c)3) organization under the laws set forth for incorporation in the State of Texas.
- Each youth sports league provider must have published bylaws that provide for the election of board members and officers, as well as overall governance of the organization/association.
- At a minimum, each youth sports league provider must convene four board meetings annually.
- Recreation should be the primary focus of all youth sports league providers. It is considered beneficial to afford some higher-level of play within each youth sports league provider.
- Develop balanced teams within recreational leagues through the team selection process.
- Ensure adult supervision is present in an official capacity for every league practice, official league game, tournament game, camp or clinic.
- Encourage staff, coaches, volunteers, and agents to conduct themselves as positive role models exemplifying proper sportsmanship, cooperation, and appropriate behavior. The youth sports league provider will validate the quality of adult leadership by requiring statewide criminal background checks of all head coaches, game officials, board members, and any other person acting in an official capacity with the youth sports league provider directly overseeing children. Background checks are valid for a one-year period.

- Ensure all head coaches are certified for coaching youth by a national, state, or local accredited coaching certification program that is recognized by the Town. Examples of recognized/approved coaching certification programs include National Alliance for Youth Sports (NAYS), and the Texas Amateur Athletic Federation (TAAF). Youth sports league providers may develop their own coaching certification program so long as it educates coaches regarding their responsibilities when working with children in youth sports and hold them accountable for inappropriate behavior.
- Ensure fiscal responsibility by establishing and operating according to generally accepted accounting principles and practices. All income derived from the use of Town owned or leased facilities shall be used solely to defray costs and expenses of legitimate activities.
- Be responsible for the collection and remittance to the Town of all participation/facility usage fees per Ordinance No. 54-02. The fee for residents shall be \$2/player/season. The fee for non-residents shall be \$14/player/season.

IV. Submittals

The proposal should include, but not be limited to the following information:

Section 1

The organization interested in operating a youth baseball and softball association. Please provide the name of the organization; names of all individuals associated with the proposal and their title, mailing address, phone number, and email address.

Section 2

Organizational structure and league overview. This includes information such as: (please be as detailed and specific as possible when answering the following questions)

A. Organizational leadership

- Board oversight/Organizational chart

B. League format and season overview

- Provide detailed plans for practices, game days, tournaments, camps, and clinics (example: number of games and practices each team will have per season, number of tournaments, etc.).
- Provide details on how recreational teams will be formed (example: draft, by school, randomly, by grade, age specific, etc.)
- Provide proposed registration dates and deadlines for each season.
- Provide details of how the organization will handle the registration of participants and teams. (Example: online, walk-in, mail-in, late registration, method of payment, etc.)
- Proposed start date and end date of each league.
- Grievance process.

C. Staffing (league administrators, field monitors, officials, scorekeepers, etc.)

D. Coaches (background checks, training, certifications, etc.)

E. Provide rules governing league and tournament play.

F. Provide bylaws for organization.

G. Mission Statement

H. Any other information that would be helpful in determining the qualifications, organizational skills, and resources of the applicants.

Section 3

Program fees (when calculating fees, please note that there are fixed external costs associated with operating youth baseball and softball leagues in Flower Mound. The Town collects a participation fee of \$2 per player/season for residents and \$14 per player/season for non-residents per Ordinance No. 54-2.) Tournament and event fees will be applicable as per Ordinance No. 54-2.

- Provide the Town with an estimated cost per individual, per season for recreational league participants.
- If a competitive/select division is offered, please provide the total registration cost per team or cost per individual.
- Provide proposed cost for tournaments, clinics, and camps.
- Include the estimated number of individual participants per season.

Section 4

Provide any prior experience in operating and/or managing a youth baseball and softball association or involvement in other youth sports associations including any references.

V. Insurance Requirements

Selected organization will be required to obtain public liability insurance of the types and the amounts set forth below from an underwriter licensed to do business in the State of Texas.

The insurance shall be the following types in the amounts not less than indicated:

1. Comprehensive General (Public) Liability or its equivalent, including \$500,000 each person, \$1,000,000 each occurrence, and property damage \$250,000 per occurrence of \$1,000,000 combined single limit for bodily injury and property damage.
2. On all insurance required, selected organization shall be required to name the Town, and their officers and employees, as additional insured and submit to the Town each year.

VI. Contract Term

The organization selected by the Town to provide the services of baseball and softball league provider will be required to enter into a contract with the Town prior to offering their services. The term of the contract for the organization shall be for a period of 1-year with up to four 1-year renewals pending a successful evaluation process. The contract may be terminated with or without cause by either party outside of an active season by giving thirty (30) days written notice to the other party.

VII. Evaluation Criteria

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of applicant to provide in their proposal any information requested in this RFP may result in disqualification of the proposal. The sole objective of the review committee will be to select the youth baseball and softball sports provider that presents the best overall program to the Town of Flower Mound.

A Youth Sports contract for youth baseball and softball will be awarded (with Town Manager approval) based on the following evaluation criteria:

- A. Section 1 (5%)
- B. Section 2 (45%)
- C. Section 3 (30%)
- D. Section 4 (20%)

VIII. Best and Final Offer

The Town reserves the right to request a best and final offer from any or all organizations. The Town reserves the right to reject any or all proposals, with or without cause, re-issue the RFP, or proceed in any manner determined to be in the best interest of the Town.

VIII.

INDEMNITY: The seller shall defend, indemnify and hold the Town of Flower Mound, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award and the seller so agrees upon the submission of the bid. The seller shall deliver, if so requested by the Town of Flower Mound, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

OFFICEUSEONLY

Date Received

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

O

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.)

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

Name of Officer

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

W 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.

J
D 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)(8), excluding gifts described in Section 176.003(a-1).

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](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 Ca-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.
-

INSURANCE REQUIREMENTS GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The vendor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.
- d. The vendor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

E. ACCEPTABILITY OF INSURERS

The Town prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

F. VERIFICATION OF COVERAGE

Vendor shall provide the Town certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

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