

CITY OF ROCKWALL, TEXAS

REQUEST FOR PROPOSAL FOR ATHLETIC COMPLEX FEASIBILITY STUDY

The City of Rockwall, Texas is accepting sealed proposals from qualified firms for an Athletic Complex Feasibility Study. **Sealed proposals will be accepted until 2:00 p.m., CST, May 18, 2018.**

INTRODUCTION

This RFP is issued by City of Rockwall (City) for the purpose of obtaining a market needs assessment and financial analysis related to potential new or remodeled sports facilities located in the City. Key stakeholder and user groups in Rockwall have identified a growing need for sporting event facilities in order to better serve their residents; provide high quality venues to host regional and state sporting events, drawing outside dollars into the local economy; and identify sporting event facilities that are found to be lacking, thus increasing the financial viability of recommended facilities.

The City will use the information presented in the feasibility study to create a realistic action plan and the study will be used to assist in securing the funding to build, operate and maintain venues that would be financially viable in the City. Please Review "Scope of Services" on page 6.

The project objectives are:

- To deliver a feasibility study to the City which will be conducted by a neutral third-party consulting firm with experience in the area of amateur sports facility planning to help them determine a realistic and documented need to build new facilities and/or improve existing facilities in order to meet the growing demand for sports venues in the Rockwall area.
- To identify the potential for economic benefit in the form of a sports tourism opportunity profile and sports tourism market assessment.
- To identify the opportunity for job creation, including the identification of the types of jobs and realistic wage ranges for projected jobs.
- To recommend sustainable funding models, including examples currently in operation.
- To identify opportunities for public-private participation.

RFP SUBMISSION

It is understood that the City reserves the right to reject any or all proposals and to waive irregularities contained therein, as it shall deem to be in the best interests of City. Receipt of any proposal shall under no circumstances obligate the City to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offerer (hereinafter referred to as "Contractor") whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposal. All timely proposals become the property of the City upon receipt and shall not be returned. **Any information deemed to be confidential by respondent should be clearly noted on the page(s) where the confidential information is contained.** The City, however, 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 the respondent may not be considered confidential under Texas law, or pursuant to a Court Order

Proposals shall include this RFP and all additional documents submitted. The proposal shall be placed in a separate, sealed envelope, marked clearly on the outside as shown below. **FACSIMILE AND ELECTRONIC TRANSMITTALS SHALL NOT BE ACCEPTED.**

Submission of proposals: One original, ten paper copies and 1 electronic copy of all proposal documents shall be sealed and submitted no later than **2:00 p.m. CST, May 18, 2018** to:

Mailing Address: Lea Ann Ewing, Purchasing Agent
City of Rockwall
385 S. Goliad
Rockwall, Texas 75087

MARK OUTSIDE OF ENVELOPE WITH: RFP Athletic Complex Feasibility Study

ALL PROPOSALS MUST BE RECEIVED IN THE CITY'S PURCHASING OFFICE BEFORE OPENING DATE AND TIME.

LATE PROPOSALS: Proposals received in City's General Service Office after submission deadline will be considered void, unacceptable and will not be opened. City is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.

DISCLAIMER

This RFP does not form or constitute a contractual document. The Entities issuing this RFP shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this RFP. The CITY also will not be responsible for any expenses which may be incurred in the preparation of this RFP.

EXAMINATION OF DOCUMENTS

Before submitting the proposals, the proposer shall:

- (a) Carefully review the terms of this request as well as the attachments;
- (b) Fully inform yourself of the existing conditions and limitations;
- (c) Include with the proposal sufficient information to cover all items required in the specifications

QUESTIONS

Questions regarding the Request for Proposals contents may be sent to Andy Hesser, Director of Parks and Recreation, at ahesser@rockwall.com no later than five (5) business days prior to due date for proposals. The issuing Entities will make every effort to provide a written response within two business days. Whenever responses to inquiries would constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to the Request for Proposals, a copy of which will be posted on the City's website.

ALTERING PROPOSALS: Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals. Once opened, a proposal may not be withdrawn or canceled by the offerer without permission of the City for a period of ninety (90) days following the date designated for the receipt of proposals, and offerer so agrees upon submittal of their proposal.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated above. Offerers, their representatives and interested persons may be present. The proposals shall be received

and acknowledged only to avoid disclosure of the contents to competing offerers and kept secret during negotiations.

However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by offerer.

SALES TAX: City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore, the proposal shall not include sales taxes.

CONTRACT: This proposal, accompanying documents, and any mutually agreed negotiated terms, when properly accepted by City, shall constitute a contract equally binding between the Contractor and City. No different or additional terms will become a part of this contract with the exception of change orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions of specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Purchasing Department.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The offerer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of City.

ADDENDA: Any interpretations, corrections or changes to this RFP and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Purchasing Department. Addenda will be mailed to all that are known to have received a copy of this RFP. Offerers shall acknowledge receipt of all addenda.

PROPOSAL MUST COMPLY with all federal, state, county, and local laws concerning this type of service.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERERS: A prospective offerer must affirmatively demonstrate offerer's responsibility. A prospective offerer must meet the following requirements:

1. have adequate financial resources;
2. be able to comply with the required or proposed schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive the award.

City may request representation and other information sufficient to determine offerer's ability to meet these minimum standards listed above.

REFERENCES: Offerer shall supply with this RFP a list of at least three (3) references where similar services have been provided by their firm.

OFFERER SHALL PROVIDE with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS City and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for

or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with costs, which may be obtained, against City growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. Contractor must state therein the reasons for such cancellation. City reserves the right to award cancelled contract to next best offerer as it deems to be in the best interest of City.

TERMINATION OF DEFAULT: City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of City in the event of breach or default of this contract. City reserves the right to terminate the contract immediately in the event the Contractor fails to:

1. meet delivery or completion schedules;
2. otherwise, perform in accordance with the accepted proposal.

Breach of contract or default authorizes City to award to another offerer, purchase elsewhere and charge the full increase in cost to the defaulting offerer.

NOTICE: Any notice provided by this proposal (or required by Law) to be given to the Contractor by City shall be conclusively deemed to have been given and received on the next business day after such written notice has been deposited in the mail in Rockwall, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any manner.

CONTRACT ADMINISTRATOR: Under this contract, City may appoint a contract administrator with the designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between the City (which has the overall contract responsibilities) and the Contractor.

INVOICES shall be issued within ten (10) days following the end of the preceding month for services rendered during that month. Invoices shall be mailed directly to Donna Allen, City of Rockwall, 385 South Goliad, Rockwall, TX 75087.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Rockwall County, Texas.

ASSIGNMENT: The Contractor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without prior written consent of City.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

SELECTION: The award of the contract shall be made to the responsible offerer whose proposal is determined to be the highest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the Request for Proposals in accordance with Texas Local Government Code, Chapter 271.

The evaluation criteria will be grouped into percentage factors as follows:

- 20% Examples of past experience for similar types of projects and scope of work
- 10% Firm/personnel qualifications
- 10% Evidence of specific relevant expertise and value to the project
- 20% Proposed methodology and resources of how applicant proposes to complete the scope of work including timeline for completion
- 15% Historical success of client implementation of recommendations/references
- 25% Proposed fee schedule

THE PROCESS: Along with staff, a citizen input panel will be utilized to help evaluate each application. Input panel will recommend two finalists to the Parks and Recreation Advisory Board, who will then make a final recommendation to the City Council. The two finalists will be asked to make a full presentation to the Park Board at the first meeting in June. Presentations will be held in the City Hall Council Chambers that can accommodate full audio/visual presentation needs.

Timeline:

Issue public notice – April 13th
 Application deadline: May 18th
 Two weeks for review
 Park Board meeting – June 5th or 6th
 Council meeting agenda target – June 18th

Scope of Services

The following tasks represent a comprehensive list of required elements in the *Best Value Request for Proposals* for an Athletic Complex Feasibility Study. Each applicant will be required to address the City's athletic needs in two separate categories, "diamond sports" such as baseball and softball; for "grass sports" such as soccer, football, and lacrosse, and "court sports" such as tennis and pickle ball. Based on the tasks below, the Consulting Team should provide recommendations for existing facility improvements and/or non-site specific potential capital improvement projects and estimated costs associated with all improvements.

Eligible RFP's will initially be reviewed by a citizen input committee, who will recommend two finalists to the Parks and Recreation Advisory Committee. Those two finalists will be invited to make a final presentation to the Park Board. The Park Board's final recommendation will then go to the City Council for consideration. The finalist may be asked to provide a presentation to City Council as well.

Task 1 – Project Management

This kick-off meeting should be attended by key management and staff members, and Consulting Team members to confirm project goals, objectives, and expectations that will help guide actions and decisions of The Consulting Team. Steps of this task include:

A. Kick-off Meeting – Conduct a meeting to present and discuss the following:

- **Outcome Expectations and Feasibility Factor Confirmation** – Determine core strategies, project goals and objectives, feasibility factors, detailed work plan and project schedule.

- **Communications** – Determine lines of communication, points of contact, level of involvement by key personnel and stakeholders and other project details.
 - **Work Plan** – Review statement of project requirements and milestones.
- B. Data Collection** – The Consulting Team will request, collect, log and review potential data and information required to facilitate a thorough understanding of the project background.

Task 2 – Background Research

- A. Field Inventory and Comprehensive Assessment** – Collect and log key data and information to facilitate dissemination and assimilation of information. This review will be in all areas of athletic field inventory and FULL ASSESSMENT of conditions. The initial analysis and site visits will incorporate a review of the athletic fields to evaluate design standards that in turn impact the level of service standards necessary to meet community needs. In addition to the City of Rockwall's fields, the consulting team will inventory and assess fields associated with other local providers as well.
- B. Field Utilization Analysis** –The Consulting Team will analyze the carrying capacity of the current sports field assets based on usage factors and best management practices by field type (e.g. engineered, non-engineered, synthetic, lighted, non-lighted, etc.). Utilizing this information, the Consulting Team will define the demand based on available information from the City. This analysis will document the current number of events and levels of play for each field. Lastly, recommendations will be prepared to maximize the use of fields, while maintaining the City's desired condition standards.

Task 3 – Leadership, Stakeholder, and Community Input

- A. Key Leadership and Stakeholder Interviews** – The Consulting Team will perform interviews with key stakeholders to evaluate the vision for the athletic fields in Rockwall; these interviews will occur within the first 30 days of the project. The community values, strengths and challenges, trends, and existing level of services provided will also be evaluated during this time. It is important to have one-on-one interviews or small groups with these key leaders to ascertain candid input.
- B. Focus Group Meetings** – The Consulting Team will work with the management team to identify all groups and key contact persons for each. The focus groups will identify vision, values, and key issues and provide insight into facility and program needs, operational issues, and opportunities.

Task 4 – Market Analysis

A market analysis will be performed to define the target market and quantify the associated needs. Following quantification and definition of the market need, an analysis of the competition will be performed to project potential market capture and assist in deriving the core service offerings of the studied facility. From this review, the Consulting Team will provide the core market program plan to guide athletic field improvements and development. The following steps will provide the basis for the Market Definition:

- A. Demographic Analysis** – The Consulting Team will complete a demographic trends analysis which is based on the Census 2010 baseline data, 2014 reported data and project populations. Demographic characteristics analyzed and reported should include population, age and gender distribution, households and income characteristics. This analysis will provide an understanding of the demographic environment for the following reasons:
- To understand the market areas that are potentially served by the existing and proposed facilities.
 - To determine changes and assist in making proactive decisions to accommodate those shifts.

- B. Service Provider Analysis –Market Definition** – The Consulting Team will confirm the size of the market by age segment and race/ethnicity for the study area. Detailed demographic analysis will be compared to potential recreational activities to estimate potential participation per national and local trends, as documented in the Sporting Goods Manufacturer's Association and National Sporting Goods Association market research data. This will help to determine the size of the activity market by age segment and frequency rates that can be applied to the facility. These figures along with locally available data will serve as the basis for participation and revenue projections of the athletic fields.
- C. Visioning and Core Program** – Utilizing the Stakeholder Input, Demographic Analysis, Service Provider Analysis, Market Definition, and current partner offerings the Consulting Team will identify the recommended core programs. This will include key activities and programs for both adult and youth participants as well as the potential size of the core program, and market positioning. This information will be presented in a Visioning Session with the appropriate participants to finalize a recommended program plan from which the concept, spatial analysis, and operational and finance plan will be created.

Task 5 - Levels of Service

- A. Sports Fields Standards** – The Consulting Team will establish customized level of service standards for athletic fields. The levels of service analysis will take into account the number of fields required to serve the current population and ten to twenty years out to support demographic projections. This will include the capacity level for sports program use as it applies to hours of operation for practices, leagues, tournaments, camps, clinics, and other program users.
- B. Inventory and Service Area Mapping** – The Consulting Team will develop inventory and equity mapping to identify service area analysis for sports fields. This includes mapping by sports field typology as applied to population density and geographic areas. A service area is defined as a circular area around a sports field whose radius encompasses the population associated with the appropriate facility standard for each sports field. Using the level of service standards and service areas provided by Consulting Team for each sports field type, a series of maps will be prepared.

Task 6 – Operational/Financial Plan and Economic Impact

- A. Operational Standards** – The Consulting Team will prepare operational standards for the athletic fields. This task will include:
- **Staffing Analysis** – The Consulting Team will analyze current management practices and limitations to understand the operational situation. This analysis will provide support for a future organizational structure and staffing requirements, and ways to improve operational efficiencies, policy development, process improvements, system and technology improvements, and marketing/communication capabilities
 - **Operational Standards** – The Consulting Team will establish operational standards and costs based on full operations. This will include hours of operation, maintenance standards, part-time and full-time staffing levels needed, technology requirements and customer service requirements based on established and agreed upon outcomes. Where appropriate, personnel standards as dictated by all state and/or local codes and ordinances will also be determined based on the design and program of the facility. This task will require a workshop with key management and staff. Levels of service and operational costs for the facility will be finalized.

- B. Management Strategy** – The Consulting Team will evaluate management alternatives and opportunities. Management alternatives will be developed to guide decision-making by the City of Rockwall. This will include identification of potential partners by specific activity, funding parameters, and agreement guidelines to support formal agreements.
- C. Financial Plan** – The Consulting Team shall provide recommendations and estimated costs for existing facility improvements and/or non-site specific capital investment projects. The final report should also include any potential tax rate implications for capital expenditures and operating costs.

Based on the operational and management plan and debt service, the Consulting Team will develop a detailed financial plan illustrating pricing strategies for each of the appropriate services as well as a five-year pro forma. The financial plan will include a space utilization summary based on detailed line item projections and detailed participation by program area, including

- **Expenditure detail**

- (1) Detailed staffing by program area
- (2) Contractual costs, including but not limited to, utilities, maintenance and repair, insurance, office/licenses/dues, advertising and promotion.
- (3) Maintenance costs associated with managing of the site.
- (4) Commodity costs for program area and general facilities requirements.
- (5) Contract instructor and/or officiating costs.
- (6) Equipment and vehicles required for program start up and ongoing operating tool/supply costs.

- **Revenue and participation detail**

- (1) General admission costs (if any) by month and by participant category and price point.
- (2) Program registration fees by season, by sport and by participant category.
- (3) Rental by space/program area and by price point.

Pricing strategies will be based on a process which highlights the level of exclusivity received by the participant category, Rockwall resident or non-resident and the value of experience provided, (i.e. the Pyramid Methodology of service pricing). The detailed financial plan shall be included as a deliverable to provide staff with the ability to affectively plan and budget for future years. In addition to the line item detail and summary schedules for revenues and expenditures, this task will provide a five-year pro forma and cash flow for budgetary purposes.

- D. Economic Impact Analysis** – The Consulting Team will assess the tourism economic impact of the Sports Complex. The economic data includes:

- Potential tourism impacts based on available data.
- The Consulting Team will work with the City of Rockwall to collect data and at locations to determine origin of users and visitors, length of stay, accommodations used, revenue spent by type of user.
- The survey data will be used to estimate the economic impact that the sports complex could potentially generate for the City of Rockwall and local businesses.

- Economic multipliers will be applied to the estimated visitor spending to estimate the tourism economic impact. The impact multipliers for the area should be derived from the Regional Input-Output Modeling System (RIMS II) from the U.S. Dept. of Commerce Analysis and Special Studies Branch or as otherwise approved in writing by the City of Rockwall designee.

Task 7 – Implementation Plan

- A. Draft Report** – The feasibility study will establish a definitive direction for the facility and future management team. The plan should be one that generates confidence in the business practices required for success. The draft plan will include an implementation plan and will be developed and distributed to key management and staff. This will include all market analysis, program development, and operational and financial plan.
- B. Presentation of Findings and Recommendations** – The Consulting Team will present the feasibility study findings, recommendations and implementation strategy with key City of Rockwall management.
- C. Final Report** – Following consensus on the development plan and recommendations, the Consulting Team will prepare the final report documenting all findings, analysis and recommendations to support implementation. This will include the goals and objectives along with the strategies and actions, anticipated costs to develop, target market, programming plan, management / staffing plan, partnering / management plan, pricing strategies, funding recommendations, priorities/timelines and performance measurements.

Signature Page:

In submitting the attached Proposal, the offerer agrees that acceptance of any or all Proposal items by the City of Rockwall within a reasonable period constitutes a contract.

FIRM/OFFERER:

BY:

Signature

Title

PRINT NAME:

ADDRESS:

TELEPHONE: _____

EMAIL ADDRESS: _____

RETURN ENTIRE PACKET AND
ALL DOCUMENTATION REQUIRED BY THIS REQUEST FOR PROPOSAL

PUBLIC NOTICE

CITY OF ROCKWALL, TEXAS REQUEST FOR PROPOSALS

Sealed Proposals addressed to the Purchasing Agent, City of Rockwall will be received at City Hall, 385 South Goliad, Rockwall, Texas 75087 until 2:00 p.m. CST on May 18, 2018 for an Athletic Complex Feasibility Study. All submitted proposals duly received will be publicly opened and the names of the proposers read aloud. The City reserves the right to reject any or all proposals, waive formalities, re-advertise, re-bid and consider the most advantageous proposal thereof. Proposal packet may be examined and or obtained without charge at City of Rockwall Finance Department, 385 S. Goliad, Rockwall, TX 75087 972-771-7700 and available on the City's website at www.rockwall.com.

Publish Dates:

April 13, 2018

April 20, 2018

DISCLOSURE OF CERTAIN RELATIONSHIPS (HB 914). Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Rockwall not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Forms may be obtained on the City's website at www.rockwall.com, City Departments, Finance Department, Purchasing page.

CERTIFICATE OF INTERESTED PARTIES FORM 1295

Definition and Instructions

Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

All vendors entering into a contract that is approved by City Council must complete a Form 1295.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

HOUSE BILL 89 VERIFICATION – See attached form to be completed by the offerer and submitted with the RFP response.



City Of Rockwall

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, do hereby depose and verify 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 the above-named Company, business or individual with the City of Rockwall.

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