

REQUEST FOR PROPOSALS ADULT LEAGUES – SOFTBALL, KICKBALL AND OTHER FIELD SPORTS

RELEASE DATE: NOVEMBER 7, 2016

PROPOSALS DUE: DECEMBER 2, 2016

Purpose

The City of Rochester Department of Recreation and Youth Services delivers quality leisure time programs and services to residents of all ages. The Bureau of Recreation is seeking a qualified contractor to operate its popular **Adult Softball Program, including daily maintenance of a maximum of nine fields at two City parks, depending on the size of the proposed league(s).** Proposals for leagues in related sports such as senior softball, kickball and/or other field sports will also be considered. The selected contractor would receive a one-year contract, with the possibility of extension up to 4 additional years.

The project fee is to be determined and negotiated after selection of qualified individual(s) or organization(s).

Proposal Format

The response must be single-spaced, between 10 and 12 point type, 8½ x 11 white standard-weight paper. Binders and folders will not be accepted. The response must be organized and numbered in the following format, must contain all listed items in the sequence indicated, and must adhere to the page limits:

1. Cover Letter (1 page)

Each proposal must have a one-page Cover Letter that includes:

- A. The legal name of the submitting organization or individual
- B. The primary contact person, including name(s), title(s), postal mailing addresses (or P.O. box), email addresses, and telephone numbers
- C. A brief description of the scope of services to be provided
- D. Acknowledgement that you will collect and submit documentation as requested by the City

2. Description of Proposed Offerings & Qualifications (no more than 5 pages)

The proposal should **provide sufficient detail about the leagues you propose to operate as well as your qualifications to operate these leagues.** Resumes can be attached.

- A. Offerings must include:
 1. Operation of an adult softball league with a minimum of 100 teams
 2. Operation of other adult field sports leagues or leagues for seniors (optional)
 3. Cost
 4. Revenue provided to City
- B. Qualifications must include:
 1. Relevant experience and qualifications of the organization and/or person(s) directly providing

the services.

2. prior experience organizing, coordinating and operating an adult Men's, Women's and Co-Ed softball or other related sports league program with a minimum of 50 teams
3. knowledge of all pertinent and ASA/USSSA regulations rules and guidelines
4. minimum of 5 years' experience maintaining multiple softball and baseball fields
5. experience dealing with a diverse variety of people in an effective manner
6. ability and capacity to develop and maintain a website with up to date standings, statistics and schedules for the league(s)
7. ability to obtain liability insurance in the amount of \$2,000,000
8. equipment and personnel necessary to maintain 9 fields on a daily basis for both league and non-league play **contractor may have access to City-owned Toro Field Groomer(s)*
9. ability to maintain an on-site office at Cobbs Hill Park and have staff on site during all league games

3. References (1 page)

Responses must also include **three (3)** external references from clients who received similar services. For each reference, provide:

- A. Name and nature of your relationship to the reference, with contact information for the reference including postal address, e-mail address and telephone number
- B. A brief description of the services provided and the participants (number of participants, age, etc.), with dates and accomplishments achieved.

Timeline

The City of Rochester will make every effort to adhere to the following schedule, however changes to the schedule may be made in the City's sole discretion:

Action	Deadline
A. Issue RFP	November 7, 2016
B. Deadline to Submit Written Questions Written questions may be submitted by e-mail to the following: John.Picone@cityofrochester.gov	November 14, 2016 5:00 PM
C. Response to Written Questions	November 21, 2016
D. Submission of Proposals Six (6) printed copies of the proposal and any supporting documentation must be clearly labeled and submitted to: Softball RFP Attn: John Picone, Coordinator of Athletics & Aquatics City of Rochester Department of Recreation and Youth Services 400 Dewey Avenue Rochester, NY 14613	December 2, 2016 5:00 PM
E. Selection of Proposal(s)	December 31, 2016

Responses submitted by e-mail, fax or other electronic means will not be accepted.

Proposal Evaluation

The City may select one or more individuals or organizations if it is determined to be in the best interest of the City. The selection is within the City's sole discretion and no reasons for rejection or acceptance of responses are required to be given. **The decision will be based on qualifications and not solely on cost.**

The evaluation will be performed by a Review Committee, which will score the proposals and recommend those respondents who are qualified to perform the work, taking into consideration the evaluation criteria in this RFP. The Review Committee may interview the respondents, however determinations may be made without any interviews. Discussions shall not be initiated by Respondents.

Other Terms and Conditions

Agreement

The Review Committee will recommend the individual or organization whose proposal most closely meets the evaluation criteria. The City will negotiate and enter into a Professional Services Agreement (PSA) with the chosen Respondent. **The City of Rochester reserves the right to negotiate all costs with selected vendor based upon the available budget and the demand for the proposed service.** A copy of the City's standard PSA form is attached. In the event that mutually agreeable terms cannot be reached, within the time specified, the City reserves the right to enter into a PSA with the next most advantageous Respondent without conducting a new procurement process.

Any PSA over \$10,000, and any PSA which, in aggregate with all prior PSAs between the respondent and the City, totals over \$10,000 (within the City's fiscal year) will require authorization by City Council, which may delay implementation.

All payments will be made after completion of services, advance payments are not usually provided.

Agreement Time Period(s)

The services are scheduled to **begin in March 2017**, with **potential** renewals for **four additional years through 2021**, at the discretion of the City and contingent upon availability of funding.

Ownership of Materials in Response

All materials submitted with the response shall become the property of the City and will be subject to the NYS Freedom of Information Law (FOIL). If any proprietary information is submitted with the response, it must be clearly identified and a request to keep such information confidential must be submitted.

Withdrawal of RFP and Incurred Costs

The City may withdraw this RFP at any time and for any reason. The City shall have no liability for any costs incurred by the Respondent in preparing a submission.

Use of Subcontractors

Any use of subcontractors must be clearly explained in the response. The Respondent will be wholly responsible for the entire performance whether or not subcontractors are used.

ATTACHMENT: SAMPLE AGREEMENT

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, is made this _____ day of _____, 20___, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, hereinafter referred to as the "City" and _____, with offices located at _____, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City desires to secure the professional services of a Consultant to provide services required for **the operation of an Adult Softball league**, hereinafter referred to as the "Project", and,

WHEREAS, the Consultant has the necessary equipment, personnel and expertise to perform the Project.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows:

SECTION 1. DESCRIPTION OF CONSULTANT'S SERVICES

A. The Consultant shall, upon receipt of Notice to Proceed, or upon the commencement date specified in Section 3 hereof, whichever is earlier, perform in a professional and workmanlike manner to the reasonable satisfaction of the City, all of the services required below or reasonably required in order to carry out the services set forth herein:

1.

B. Except as otherwise specified in this Agreement, all equipment, materials and supplies required to carry out the provisions of this Agreement and to perform the services described above shall be furnished by the Consultant and shall be fit for their purpose to the reasonable satisfaction of the City.

SECTION 2. CITY RESPONSIBILITIES

Not Applicable.

SECTION 3. TERM

The services required of the Consultant pursuant to this Agreement shall **commence on (date) and shall terminate on (date)**.

SECTION 4. FEE

A. The City agrees to pay and the Consultant agrees to accept as full payment for the work and services performed pursuant to this Agreement, the following payable in the following manner:

Upon completion of tasks

B. The total fee payable by the City pursuant to this Agreement, including all costs and disbursements whatsoever shall not exceed the sum of _____ Dollars (\$____.00).

SECTION 5. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT

A. The City hereby designates:

Eric Rose, Deputy Commissioner
Department of Recreation and Youth Services
400 Dewey Avenue
Rochester, New York 14613

B. The Consultant hereby designates:

or their authorized representatives in case of absence, as Authorized Agents of the City and of the Consultant for receipt of all notices, demands, vouchers and other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered if dispatched by registered or certified mail, postage prepaid, or delivered personally to the authorized agents designated herein. The parties reserve the right to designate other or additional agents upon written notice to the other party which shall be signed by the Authorized Agent of the requesting party.

SECTION 6. INDEMNIFICATION

A. The Consultant hereby agrees to defend, indemnify and save harmless the City of Rochester against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which the City may directly or indirectly incur, or be required to pay by reason or in consequence of the intentionally wrongful or negligent act or omission of the Consultant, its agents, employees or contractors. If a claim or action is made or brought against the City and for which the Consultant may be responsible hereunder in whole or in part, then the Consultant shall be notified and shall handle or participate in the handling of the defense of such matter.

B. General Liability Insurance

The Consultant shall obtain at his own expense general liability insurance in the amount of at least **Two Million Dollars** for protection against claims of personal injury, including death, or damage to property, arising out of the Project. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. Said insurance shall also name the City of Rochester as an insured. The insurance shall stipulate that, in the event of cancellation or modification the insurer shall provide the City with at least thirty (30) days written notice of such cancellation or modification. In no event shall such liability insurance exclude from coverage any municipal operations or municipal property related to this agreement.

SECTION 7. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE

This Agreement shall be void and of no effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of the Consultant's residence, whichever may apply. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability Benefits coverage have been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Workers' Compensation and/or Disability Benefits coverage is not required by submitting the then current and required New York State Workers' Compensation Board's form.

SECTION 8. EQUAL OPPORTUNITY

A. General Policy

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Opportunity, in accordance with the requirements set forth herein. The City further does not discriminate on the basis of disability, in admission or access to, or treatment or employment in its programs and activities. The City is including these policy statements in all bid documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall comply with all State and Federal Equal Opportunity laws and regulations and shall submit documentation regarding Equal Opportunity upon the City's request.

B. Definitions

GOOD FAITH EFFORT - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.

MINORITY GROUP PERSONS - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

C. Compliance

The Consultant shall comply with all of the following provisions of this Equal Opportunity Requirement:

1. The Consultant shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status in the performance of services or programs pursuant to this agreement. The Consultant agrees to make a good faith effort to employ minority group persons and females and that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post notices in conspicuous places available to employees and applicants for employment, and to include language in all solicitations or advertisements for employment placed by or on behalf of the Consultant, reflecting this nondiscrimination policy.

2. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status by any court or administrative

agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

3. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

SECTION 9. COMPLIANCE WITH ALL LAWS

The Consultant shall familiarize itself and comply with all applicable laws, ordinances and regulations of all federal, state and municipal governments or the legally constituted agencies thereof.

SECTION 10. AUDIT

The Consultant agrees that to the extent provisions of the Federal Acquisition Regulations apply to services provided by Consultant under this Agreement, the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts. In all other instances, the City shall have the right during the term of this Agreement, and up to one (1) year thereafter, to inspect all relevant records related to invoices submitted by Consultant or Fee modifications requested by Consultant.

SECTION 11. PROHIBITION AGAINST ASSIGNMENT

The parties are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of both parties. However, Contractor may assign its rights to receive payment upon prior written approval of the City unless otherwise prohibited by law.

SECTION 12. OBLIGATIONS LIMITED TO FUNDS AVAILABLE

The parties specifically agree that the Consultant's duty to perform work under this agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or his authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

SECTION 13. EXTENT OF AGREEMENT

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by the party's authorized agent.

SECTION 14. STATUS AS INDEPENDENT CONTRACTOR

The Consultant, as an independent contractor, covenants and agrees to conduct the work under this Agreement consistent with such status. The Consultant shall neither pretend nor claim to be an officer or employee of the City by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

SECTION 15. LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

SECTION 16. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.

SECTION 17. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

SECTION 18. DEBARMENT AND SUSPENSION

The Consultant certifies, by the signing of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24 or similar federal regulations based upon 2 CFR Part 180 (see 68 FR 66533, 70 FR 51863, 71 FR 66431).

SECTION 19. TERMINATION FOR DEFAULT

The performance of work under this Agreement may be terminated by the parties in accordance with this clause in whole, or from time to time in part, whenever either party shall default in the performance of this Agreement in accordance with its terms. Upon termination due to City's default, Consultant shall be paid that part of the fee proportionate to the amount of services provided by Consultant under this Agreement as of the date of default. Upon termination due to Consultant's default, the City may take over the work to be

performed and complete the same by contract or otherwise, and the Consultant shall be liable to the City for any excess cost occasioned thereby.

SECTION 20. LIVING WAGE REQUIREMENTS

A. Applicability of Living Wage Requirements

This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the “Rochester Living Wage Ordinance”, in the event that payments by the City to the Consultant under this Agreement are equal to or greater than \$50,000, or involves retention by the Consultant of fees equal to or greater than \$50,000 during a period of one year. If this Agreement is amended to increase the amount payable hereunder to a value equal to or greater than fifty thousand dollars (\$50,000) during a period of one year, then any such amendment shall be subject to Section 8A-18.

B. Compliance

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City’s website, at www.cityofrochester.gov. Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

C. Exemption

This section shall not apply to any of Consultant’s employees who are compensated in accordance with the terms of a collective bargaining agreement.

SECTION 21. COMPLIANCE WITH MACBRIDE PRINCIPLES

The Consultant agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons contracting to provide goods and services to the City to comply with the MacBride Principles. A copy of the MacBride Principles is on file in the Office of the Director of Finance.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

CITY OF ROCHESTER

By: _____
Lovely A. Warren, Mayor

CONSULTANT

By: _____
Name: _____
Taxpayer I.D. No.: _____

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 20____, before me, the subscriber, personally came LOVELY A. WARREN, to me known, who being by me duly sworn, did depose and say that she resides in the City of Rochester; that she is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that she signed her name to the foregoing instrument by virtue of the authority vested in her by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public