REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed proposals to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Proposals will be received until **3:00 p.m. Central Time**, on **Monday, October 31, 2016**, shortly thereafter all submitted proposal will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any proposal received after the closing time will not be accepted and will be returned to the proposer unopened. It is the responsibility of the proposer to see that any proposal submitted shall have sufficient time to be received by the City Secretary's Office prior to the proposal opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. Proposals will not be accepted by telephone or facsimile machine. All proposals must bear original signatures and figures. The Proposal shall be for:

RFP NO. 2017-003
ALL-AMERICA CITY 10K RACE-TIMING RESULTS

If you have any questions or require additional information regarding this proposal, please contact Mr. Ramiro Moreno, Superintendent of Recreation, at (956) 381-5631.

Hand-delivering Proposals: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Proposals: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities and to accept the proposal deemed most advantageous to the City, and hold the proposals for a period of **60** days without taking action.

Proposals must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the proposal envelope with corresponding proposal number and title.

PURPOSE

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for:

2017-ALL AMERICA CITY 10K RACE TIMING AND RESULTS

INTENT

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

(3) RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Three (3) complete sets of the response One (1) original marked "**ORIGINAL,"** and two (2) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

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TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFP/s **60** days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

RIGHT TO REJECT/AWARD
(5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT
(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD
(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS
(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

STATUTORY REQUIREMENTS
(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP
(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP
(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS
(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT
(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM
(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for 2017-ALL AMERICA CITY 10K RACE TIMING AND RESULTS as specified.

RESPONDENT'S EMPLOYEES
(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service

Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

VERBAL THREATS

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under 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.

PAST PERFORMANCE

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly

reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE 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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law 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. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(26) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

(27) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

(28) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, October 31, 2016 until 3:00 p.m.** for consideration. An original and two (2) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFP for **"2017-ALL AMERICA CITY 10K RACE TIMING AND RESULTS". Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

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If Mailing RFPs:	City of Edinburg c/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

(29) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

(30) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

(31) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964

Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

(32) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

BRAND OR MANUFACTURER REFERENCE

(33) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Proposals on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

STANDARD INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	**Limits of Liability**
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	$250,000 each person/$500,000 each occurrence
Property Damage	$100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits

The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	**Limits of Liability**
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: $100,000 each accident Bodily Injury by Disease: $100,000 each employee/$500,000 policy limit
Comprehensive General Liability Bodily Injury Property Damage	 $250,000 each person/$500,000 each occurrence $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits
Comprehensive Auto Liability Bodily Injury Property Damage	 $100,000 each person/$500,000 each occurrence $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits
City's Protective Liability Bodily Injury Property Damage	 $250,000 each person/$500,000 each occurrence $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.
Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of

any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

CITY OF EDINBURG
REQUEST FOR PROPOSALS

The City of Edinburg Department of Parks & Recreation is seeking proposals from qualified local or area Companies/Firms for Race timing and results of the 35th Annual All-America City 10k Run/Walk to take place on February 4, 2017 in Edinburg, Texas.

Race Timing firms interested in submitting a proposal are asked to submit the following information:

Background on firm such as but not limited to:

- Qualifications
- Length of time in business
- Any additional information services that firm provides with this proposal

The evaluation of Firm's qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the Parks Selection Committee to be applicable to the particular requirements of the project for which the services have been requested.

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SCOPE OF SERVICES:

1.) Provide race timing and race results. Race results of top runners must be provided within two hours of the start of race.
2.) Provide starting and finish line structures that can display event sponsors on structures.
3.) Provide up to 3,500 to 4,000 race numbers for event.
4.) Provide two sided clock at finish line.
5.) Provide safety pins for race bib numbers.
6.) Provide large zip-lock bags for race packets.
7.) Bib Tag Timing Chip disposable bibs for 3,500 to 4,000 race numbers
8.) On-line registration.
9.) Method(s) of timing system.
10.) 10K website
11.) Provide how soon results can be posted on City of Edinburg's web site.
12.) Include number of staff and list of duties and responsibilities of each.

Vendor must note their arrival and departure date.

PROPOSAL EVALUATION PROCESS AND CRITERIA:

EVALUATION PROCESS

The evaluation of Firm's qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the Parks Selection Committee to be applicable to the particular requirements of the project for which the services have been requested.

Written proposals will be evaluated and rated by The Evaluation Committee's. Proposals receiving the highest ratings may be scheduled for an interview with the Evaluation Committee. Ratings will be based on the Proposer's' experience providing similar services for another city of the size and complexity of the City of Edinburg; reasonableness of proposed fee schedule and basis for periodic adjustment; ability to provide appropriate levels of staffing support and service to and coordination with the Parks Department's Administrative Staff; ability to provide clear and timely results and reports to regarding aggregate data.

A. The Evaluation Committee may also contact references to help verify the Proposers' ability to perform the scope of services outlined herein.

B. Based on the results of the evaluation of written proposals, interviews and references, the Evaluation Committee will make its recommendation to Mayor and City Council.

C. Contract negotiations will commence with the selected Proposer.

D. The Evaluation committee reserves the right to:
   1. Request a consultant submitting an application to clarify its contents or to supply any additional material deemed necessary to assist in the selection process.
   2. Negotiate the program scope, materials, and costs with the selected consultant. If a contract cannot be negotiated with the selected consultant, The City may cease negotiations and reserves the rights to have the Evaluation committee re-evaluate the next highest ranked Proposer if an agreement cannot be reached with the highest ranked Proposer.
   3. Modify or alter any of the requirements herein and identify additional tasks to be accomplished prior to executing a formal contractual agreement.
   4. Select the Proposer with the best project approach and ability to meet The Evaluation committee's program needs regardless of cost.
   5. Visit a Proposer's office or clinic facilities to meet with respondent's staff.
   6. Reject any or all applications at any time without penalty.
   7. Retain all original data and working papers generated during this RFP process.

RFP - EVALUATION **The evaluation system consists of a 100 percentage point system. The RFP will be ranked after evaluation. The submittal evaluation will be based on the following criteria.**

EVALUATION
For the Proposer selection, written proposals will be scored using the following criteria:

Item	**Points**
Cost Proposal	60
Proposer Qualifications, Expertise, Experience and References	20
Proposed Method of Performance	20

Should you have any questions or require additional information, do not hesitate to contact Mr. Ramiro Moreno, Superintendent of Recreation, at (956) 381-5631.

SIGNATURE PAGE

I have read and understood the requirements set forth in this RFP #2015-003 and agree to comply except as noted. The cost proposal includes all shipping and handling and detailed pricing on Computer Hardware items as required by the City of Edinburg.

Does the company have an office located in Edinburg, Texas? Yes _____ No_____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No_____

Respectfully submitted this _____ day of _____, 2016.

SUBMITTED BY: _____

PROPOSER: _____

SIGNED: _____

NAME (PRINT):_____

ADDRESS: _____

CITY/STATE: _____ ZIP: _____

TELEPHONE: (_____) _____
Area Code

FAX: (_____) _____
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: _____

EMAIL ADDRESS: _____