



## THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB  
PURCHASING AGENT

GWEN MCLAREN, CPPB  
ASST. PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550  
(409) 770-5371

January 27, 2016

**RE: ADDENDUM #1**  
**RFP #B162004 Veteran's Sports Complex in Jack Brooks Park**

To All Prospective Proposers,

The following information is being provided to aid in preparation of your proposal submittal(s):

Attached you will find amended document pages for Addendum #1 for RFP #B162004 Veteran's Sports Complex in Jack Brooks Park. The following items have been amended:

### CONFLICT OF INTEREST DISCLOSURE REPORTING:

- Item No. 39, in the General Provisions section, pages 12-13, Conflict of Interest Disclosure Reporting which addresses the following topic:

### "Certificate of Interested Parties (Form 1295):

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."

This information and compliance instructions in their entirety can be found on the Texas Ethics Commission website. The awarded contractor must comply with this law.

### REQUIREMENTS:

- Item No. 13 in the Special Provisions section, under the Requirements tab, pages 23-24, has been amended.

As a reminder, all questions regarding this proposal must be submitted in writing to:

Rufus G. Crowder, CPPO CPPB  
Galveston County Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
E-mail: [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us)

If you have any further questions regarding this proposal, please address them to Rufus Crowder, CPPO CPPB, Purchasing Agent, via e-mail at [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us), or contact the Purchasing Department at (409) 770-5371.

Please excuse us for any inconvenience that this may have caused.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rufus Crowder', written in a cursive style.

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County

**GENERAL PROVISIONS  
VETERAN'S SPORTS COMPLEX IN JACK BROOKS PARK  
GALVESTON COUNTY, TEXAS**

on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. Proposer also agrees that if Proposer is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Proposer.

**39. CONFLICT OF INTEREST DISCLOSURE REPORTING**

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). The CIQ Form pertains to business relationship, gift giving, and family relationship reporting. If Proposer is required to file a CIQ Form, then the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

Business relationship. If Proposer has an employment or other business relationship with a local government officer of Galveston County or with a family member of a local government officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Gift-giving. If Proposer has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than one-hundred dollars (\$100.00) during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

For purposes of the business relationship and gift giving reporting requirements, a "family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

Family relationship. If Proposer has a "family relationship" with a local government officer of Galveston County then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Proposer has a business relationship or has given gifts to the local government officer or a family member of the local government officer. For this purpose, "family relationship" means Proposer is related within the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter 573 of the Texas Government Code, to a local government officer of Galveston County. Examples of such relationships include a son, daughter, mother, father, brother, sister, grandchild, great-grandchild, grandparent, great-grandparent, niece, nephew, uncle, aunt, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse's grandchild, spouse's grandparent, grandparent's spouse, grandchild's spouse, stepson, stepdaughter, stepmother, and stepfather.

Proposer must file its original CIQ Form with the Galveston County Clerk. The Galveston County Clerk has offices at the following locations:

Galveston County Clerk  
Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

**GENERAL PROVISIONS  
VETERAN'S SPORTS COMPLEX IN JACK BROOKS PARK  
GALVESTON COUNTY, TEXAS**

Galveston County Clerk  
North County Annex, 1<sup>st</sup> Floor  
174 Calder Road  
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these websites are linked from the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 of the Local Government Code. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code, and the failure to file may be grounds to void the contract, if Proposer is awarded a contract.

If Proposer has any questions about compliance with Chapter 176, Proposer may wish to consult its' legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

**40. COMPETITIVENESS AND INTEGRITY**

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, **proposers are to direct all communications regarding this proposal to the Galveston County Purchasing Agent**, unless otherwise specifically noted.

**Do not contact the requesting department.** Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

**All questions regarding this Request for Proposal must be submitted in writing to:**

**Rufus Crowder, CPPO CPPB, Purchasing Agent**  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 621-7997  
E-mail: [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us)

An authorized person from the submitting firm must sign all proposals. This signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

themselves with the entire provisions of this law and the penalties provided for its violations before submitting their proposals.

5. Proposal submittals should be typewritten or computer generated and signed in ink. Legibility, clarity, and completeness are essential elements of the proposal. **One (1) original and four (4) copies** must be provided in a sealed envelope clearly marked as **RFP #B162004**, Veterans' Sports Complex Concession and be delivered to:

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County Purchasing Department  
722 Moody, 5<sup>th</sup> Floor  
Galveston, Texas 77550  
(409) 770-5373

6. The deadline to submit proposals is **2:00 p.m. on 02/11/2016**. Proposals shall be opened and the names of proposers read aloud at 722 Moody, 5<sup>th</sup> Floor, Galveston, Texas in the office of the Purchasing Agent. No decision regarding any proposal will be made on that date.
7. Any inquiries regarding the proposals should be made to Rufus G. Crowder, CPPB, Purchasing Agent at (409) 770-5373 or via e-mail at [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us) .
8. The responses and any subsequent negotiated items of the successful proposal shall be incorporated into the final executed contract.
9. Information disclosed in the proposals is the property of Galveston County. No information will be disclosed until the award has been placed on the Commissioners' Court agenda. Once recommendations are made to the Galveston County Commissioners' Court, proposal information is subject to public access and disclosure through requests made under the Texas Open Records Act.
10. The County reserves the right to reject any and all proposals received as a result of this request. The County may waive any informality, technical defect, or clerical error in any proposal, as the interest of the County may require. The County may cancel the RFP process at any time for any reason or no reason prior to entering into a formal agreement. All proposals shall remain firm for 60 days.
11. The proposer must demonstrate his/her experience with past or existing similar operations such as the one described in this RFP.
12. Expenses for developing proposals are entirely the responsibility of the proposers and shall not be chargeable in any manner to the County.
13. Proposals will be evaluated by a panel made up of representatives from Galveston County. The evaluation criteria will consist of:

Possible Points    Criterion

- 30                    Competence: The proposal will be evaluated for qualifications, financial stability, and previous directly related experience of the proposer.

- 25            Quality: The proposal will be assessed as to the overall approach to the management, scheduling and operation of three baseball fields, a concession stand, restrooms, press box and meeting room and parking lot.
- 25            Revenue: The proposal will be evaluated with regard to financial benefits to Galveston County.
- 20            Completeness: The proposal will be evaluated with regard to inclusion of all items specified in this RFP.

**A proposal that does not meet each of the criteria set forth in this RFP and is not submitted by deadline will not be considered.**

**COST ADJUSTMENTS:**

Prices quoted shall be firm for the initial contract term and all approved extension periods. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for the materials requested in this solicitation.

Thereafter, any extensions that may be approved by the Galveston County Commissioners' Court shall be subject to the provisions of the accompanying contract document.

If during the life of the contract, the successful bidder's net prices to other customers for the supplies and materials awarded therein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Galveston County.

The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid.

Any requests for price increases must be made in writing on company letterhead and addressed to the Galveston County Purchasing Agent. The requests shall be accompanied by written documentation from company suppliers and manufacturers of the requested materials that evidence the extenuating circumstances. Likewise, if any decreases occur in the industry during the contractual period, the Contractor shall extend these decreases to the County without prior request from the County. Increases in freight rates, oil embargos, or other extenuating circumstances are governed by the General Provisions, page 3, Item 12, Pass Through Cost Adjustments. These particular requests may be allowed only if prior approved by the Galveston County Commissioners' Court. It is understood that rail freight rates are subject to increase or decrease by the regulatory authority.

The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the County does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the County, the Contract will be considered cancelled on the scheduled expiration date.