



HARRIS COUNTY REQUEST FOR PROPOSAL COVER SHEET

**Job No.
20/0056**

PROPOSAL FOR: Operator/Event Coordinator at the Sylvan Beach Pavilion for Harris County Precinct 2 (For one (1) year beginning approximately June 1, 2020)

DUE DATE: Monday, March 23, 2020

Due no later than 2:00 P.M. local time in Houston, Texas. Proposals received later than the date and time above will not be considered.

OFFERORS NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and/or samples in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL"**.

RETURN PROPOSAL TO:
**HARRIS COUNTY PURCHASING AGENT
1001 PRESTON, SUITE 670
HOUSTON, TEXAS 77002**

Buyer: Chris Kaminski at (713) 274-4419 or email: Ckaminski@pur.hctx.net

Total Amount of Proposal: \$ _____

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone: _____ Fax: _____ e-mail: _____

Do you carry Health Insurance on your employees? ___ Yes ___ No If yes, what % of employees: ___%

Print Name _____

Signature: _____

Vendor must sign in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

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This bid/proposal package includes the components checked below. If the item **is not** checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

- X 1. **Cover Sheet** - Complete this page, sign **IN INK** and return it.
- X 2. **Table of Contents** - This page lists the applicable components of this bid/proposal documentation.
- X 3. **General Requirements** - It is offeror's responsibility to be thoroughly familiar with the General Requirements.
- X 4. **Special Requirements/Instructions** - This section provides information needed in order to make an offer properly. Special requirements supersede General Requirements when applicable.
- X 5. **Specifications** - This section contains a detailed description of the goods/services sought by the County.
- X 6. **Pricing/Delivery Information** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.
- X 7. **Attachments**
 - X a. **Tax Form/Debt/Residence Certification** - Complete this form and return it with your offer.
 - X b. **Bid Guaranty & Performance Bond Information & Requirements** - This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.
 - X c. **Bid Check Return Authorization Form** - This form applies only to certain bids/proposals. Read this form carefully and fill it out completely.
 - _____ d. **Vehicle Delivery Instructions** - Included only when purchasing vehicles.
 - X e. **Minimum Insurance Requirements** - Included in specific requirements when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - X f. **Worker's Compensation Insurance Coverage Rule 110.110** - This requirement is applicable for a building or construction contract.
 - _____ g. **Financial Statement** - When this information is required, you must use this form or submit acceptable financial documents.
 - X h. **Reference Sheet** - When references are required, you must use this form.
 - _____ i. **HIPAA Requirements**
 - X j. **Questionnaire**
 - X k. **Anti-Collusion Affidavit**
 - X l. **Site Plan**

GENERAL REQUIREMENTS FOR PROPOSALS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. Vendor must keep records within Harris County or note in proposal that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County.

ACH VENDOR PAYMENT (Automated Clearinghouse)

Harris County offers ACH vendor payment services for all vendors providing products or services. Instructions and authorization agreement forms are provided at www.hctx.net/auditor/.

ADDENDA

When specifications are revised, the Harris County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned proposal package**.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court or other applicable governing body.

AWARD

Harris County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Trustees, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BONDS

If this RFP requires submission of proposal guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Proposals submitted without the required proposal bond or cashier's checks are not acceptable.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to submitting your response. Failure to do so may result in disqualification of your response.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's Services.

Pursuant to Chapter 2252, Texas Government Code, the vendor represents and certifies that, at the time of execution of this Contract/Agreement neither the vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended, the Texas Pay Day Act, the Equal Pay Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended, or any provisions of the Texas Labor Code Ann., as amended.

Harris County operates its business ethically and in compliance with the law. We ask that any contractor's or vendor's employee doing business with Harris County who believes he or she has witnessed any suspected ethical violation or fraud immediately report the allegations to:

Harris County Purchasing Agent, 1001 Preston, Suite 670, Houston, Texas 77002, 713-274-4400, Dewight.dopslauf@pur.hctx.net

Harris County will conduct a prompt and thorough investigation. At the conclusion of the investigation, Harris County will refer any suspected criminal activity to the District Attorney or an appropriate law enforcement agency. Contractors or vendors who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any contractor or vendor for reporting suspected ethical violations or fraud is strictly prohibited.

Contractor/Vendor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2270.002, that unless Contractor/Vendor meets an exemption under subsection (a), then, as required by subsection (b), Contractor's/Vendor's signature on the Contract/Agreement constitutes written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

CONTRACT OBLIGATION

Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the original proposal.

CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, **the proposal must be submitted in hard copy** according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's proposal specifications **as published** shall control. Furthermore, if an alteration of any kind to the County's published proposal specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals - for different products or services.

E-MAIL ADDRESSES CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiations by the Harris County Purchasing Department with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Harris County will be held and appropriate proposals will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Harris County will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

GOVERNING LAW

This request for proposal is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. Forum for contractual issues shall be in Texas and venue shall be exclusively in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify, defend, and hold Harris County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal as inadequate.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

MAINTENANCE

Maintenance required for equipment proposed should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Harris County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Harris County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Harris County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a proposal for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds \$100,000.00, contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

PROPOSAL FORM COMPLETION

Fill out and return to the Harris County Purchasing Department ONE (1) complete proposal form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL."** An authorized representative of the offeror should sign the Proposal Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

PROPOSAL RETURNS

Offerors must return all completed proposals to the Harris County Purchasing Department reception desk at 1001 Preston, Suite 670, Houston, Texas **before 2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS** on the date specified. Late proposals will not be accepted for any reason.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. **Where delivery times are critical, Harris County reserves the right to award accordingly.**

RECYCLED MATERIALS

Harris County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Harris County will be the sole judge in determining product preference application.

SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any proposal applying thereto.

SCANNED OR RE-TYPED RESPONSE

If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package **as published** shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the

highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

TAXES

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this proposal package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

VENDORS OWING TAXES OR OTHER DEBTS

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors' taxes and other Harris County debts be current as of the date bids/proposals are due. Bidders with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after November 1, 2009.

Revised 10/18

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

VENDOR INSTRUCTIONS

Responses to this Request for Proposal (RFP) shall be formatted and organized in the following order for consistency and easy screening:

- All proposals must be typed, single spaced, and printed single-sided on 8 ½” by 11” paper.
- One (1) original, **clearly marked “ORIGINAL”**, and eight (8) copies, **clearly marked “COPY”**, must be submitted in separate three-ring, loose-leaf binders with identification of the vendor, the job number as located on the RFP cover sheet, and the RFP title on the front cover. One (1) CD-ROM or flash drive containing the complete response in Word/Excel format must be provided and placed in the ORIGINAL response; a self-adhesive packet may be used to secure the CD-ROM or flash drive.
- The complete proposal response must be sealed in an envelope or box for delivery to the Office of the Harris County Purchasing Agent per instructions in the Proposal Returns paragraph of the General Requirements section.
- All documents must be labeled with the vendor’s name and the job number. Any response received by the Office of the Harris County Purchasing Agent that is not identified on the outside with the job number will be at risk for rejection.
- Each section of the vendor’s response should start on a new page. A tabbed divider page marked with the section number should separate each section.
- Prepare a Table of Contents for the proposal being submitted and place it after the RFP cover sheet and before Section I. The Table of Contents must list Sections I-VII and the contents of each section.

Proposals must be submitted in the following order:

RFP Cover Sheet

Table of Contents

Section I: Transmittal Letter, Residence Certification (Attachment a), Proof of Insurance (Attachment e and f), and signed Addenda (when applicable; see Addenda under General Requirements) – The transmittal letter should include:

- Company name and address; name, title, email, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding proposal;
- Name, title, email, telephone and fax number of person authorized to contractually obligate vendor’s company with proposal and any future negotiations; and
- A brief statement summarizing the vendor’s understanding of the project and relevant experience.

Section II: Scope of Service/Narrative of Proposed Services

- Describe your firm’s philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables in the Specifications.
- Provide the greatest amount of meaningful detail possible to describe the proposed products/services. Indicate if vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If vendor is not able to meet the specification, briefly explain why, noting any concerns or issues Harris County should be aware of.
- Provide a timeline indicating deliverables, vendor responsibilities and resources needed from Harris County.

SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)

Mere reiterations of specifications are strongly discouraged, as they do not provide insight into the vendor's ability to meet the specifications.

Section III: Pricing Information – See PRICING/DELIVERY INFORMATION page for instructions. Each proposer must submit a bid bond or cashier's check for five percent (5%) of the total amount bid as required in Attachment b., Bid Guaranty & Performance and/or Payments Bond Information & Requirements, and Attachment c., Bid Check Return Authorization Form (if applicable), and include it in section III.

Section IV: Organizational Information/Qualifications

- Vendor's history, background and principal officers
- Company organization chart
- Description of project team organization; names and resumes of team members
- Financial Stability
 - Current Dunn & Bradstreet Report;
 - A narrative that describes the vendor's financial capacity to undertake and complete the project as proposed;
 - Audited statements of financial condition, prepared by an independent certified public accountant, for the past three (3) years;
 - Provide names and addresses of at least two (2) banking and lending institutions, which Harris County may contact for financial references;
 - A statement disclosing any bankruptcy or insolvency proceeding that the vendor has filed or that has been filed against the vendor pursuant to Chapter 11 or Chapter 7 of the United States Bankruptcy Code, or any applicable state law of comparable effect;
 - A copy of the vendor's most recent annual report (if applicable);
 - If the proposal is submitted by a partnership and/or joint venture, provide full information concerning the nature and structure of the partnership and/or joint venture, including:
 - Name of the entity that will be guaranteeing contract performance;
 - Date that the joint venture or partnership was created;
 - A statement that the agreement between members comprising the joint venture make each jointly responsible and severally liable for contractual obligations of this project; and
 - A statement indicating that all parties to the partnership or joint venture agree to the terms and conditions set forth in this RFP.
- Licenses/accreditations
- Proposed Subcontractor Utilization Plan including minority, women-owned, small, and disadvantaged business enterprises (MWSDBEs) participation
- References (Attachment h)
- Copy of a completed Certificate of Interested Parties Form 1295

Section V: Legal Documents – Include any standard agreement(s) and/or contracts(s) associated with vendor's response.

Section VI: Questionnaire (Attachment j) – Vendor must complete and return all answers to the questionnaire in the order in which they are listed. Failure to do so may result in disqualification.

SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)

Section VII: Miscellaneous – State exceptions to any of the requirements in this RFP, if any. Company brochures, sample of website (refer to page 17), marketing materials, or any other information vendor deems appropriate to the RFP response may be included in this section.

Harris County will not be liable for any costs incurred by the vendor in preparing a response to this RFP. Vendors submit proposals at their own risk and expense. Harris County makes no guarantee that any products or services will be purchased as a result of this RFP, and reserves the right to reject any and all proposals. All proposals and accompanying documentation will become the property of Harris County. All proposals are open to negotiation.

The vendor is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at vendor's risk.

At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until time of award and execution of an agreement. When an award is made and an agreement is executed, proposals are subject to review under the "Public Information Act". To the extent permitted by law, vendors may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be readily separable from the proposal, and shall be CLEARLY MARKED "CONFIDENTIAL". For those portions identified as confidential by the vendor, Harris County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

EVALUATION PROCESS

All proposals will be examined by an Evaluation Committee consisting of Harris County personnel and Harris County Purchasing.

Proposals that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration. However, Harris County reserves the right to accept such a proposal if it is determined to be in the best interest of Harris County.

While Harris County appreciates a brief, straightforward, concise reply, the offeror must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the offeror. The proposal response may be incorporated into any contract which results from this RFP, and vendors are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

Harris County Purchasing may initiate discussions with selected vendors. However, discussions may not be initiated by vendors. Harris County Purchasing expects to conduct discussions with a vendor's representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any Harris County personnel during the RFP process without the express permission from the Harris County Purchasing Agent. The Harris County Purchasing Agent may disqualify any vendor who has made site visits, contacted Harris County personnel or distributed any literature without authorization from the Harris County Purchasing Agent.

All correspondence relating to this RFP, from advertisement to award, shall be sent to the Harris County Purchasing Agent. All presentations and meetings between Harris County and the vendor relating to this RFP will be coordinated by the Harris County Purchasing Agent.

SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)

Selected vendors may be expected to make a presentation or product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendors as selected by the Evaluation Committee. Harris County expects to conduct negotiations with vendors' representatives authorized to contractually obligate the vendors with an offer. If vendor is unable to agree to contract terms and conditions, Harris County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

EVALUATION CRITERIA

Award shall be made to the responsible vendor(s) whose proposal is determined to be the best evaluated offer resulting from negotiations and taking into consideration all aspects of proposal impact items and the following in order of relative importance:

- Professional qualifications and experience of vendor and its staff with a minimum of two (2) years of relevant experience and demonstrated success in providing the services requested in this RFP – 25%
- Perceived value to the Sylvan Beach Pavilion (the Pavilion) patrons and Harris County – 25%
- Past experience on projects of similar size and scope – 15%
- Financial strength – 15%
- Experience based on references submitted with the vendor's proposal – 10%
- Overall quality of vendor's proposal – 10%

Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor's recognition that subjective judgments must be made by the Evaluation Committee.

AWARD

Harris County reserves the right to award to more than one (1) vendor if in the best interest of Harris County.

No award can be made until approved by Harris County Commissioners Court. This RFP does not obligate Harris County to the eventual purchase of any product/service described, implied, or proposed. Progress toward this end is solely at the discretion of Harris County and may be terminated at any time prior to execution of an agreement.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to submitting your response. Failure to do so may result in disqualification of your response.

LEGAL DOCUMENTS

Vendor should submit any agreement for products/services which may be required by the vendor's organization to enter into a contract with Harris County. The awarded vendor will be required to execute an agreement with Harris County which finalizes the terms and conditions set forth in vendor's proposal, best and final offer, and any negotiations between vendor and Harris County. The agreement is subject to review and amendment by the Harris County Attorney's Office.

INSURANCE

Harris County requires that each proposal be accompanied by the company's *current* Certificate of Insurance. The Certificate **MUST** be on the standard industry ACORD form and signed by the agent. If the

SPECIAL REQUIREMENTS/INSTRUCTIONS - (CONTINUED)

insurance on the certificate will expire in six months or less from the time the proposal is submitted, the company must include a letter on its own stationery that verifies it will continue insurance at the same levels beyond the expiration date on the certificate. The proposer does not need to commit to the same agent or carrier, but must continue insurance.

When said current policies expire, the proposer must provide new certificates, as no further agreement will be pursued until verification of coverage is confirmed.

The Certificate of Insurance must include coverage for each and every insurance requirement in this document particularly the Workers Compensation 110.110 requirements. Vendor shall procure and maintain appropriate insurance coverage, including as a minimum, public liability and property damage with adequate limits to cover Vendor's liability as may arise directly or indirectly from work performed under terms of this proposal. The certificate must identify Harris County as an additional insured, provide a waiver of subrogation and confirm the Hold Harmless status of the County.

POTENTIAL CONFLICT OF INTEREST

Notwithstanding any other requirements contained in the General Requirements section, the Potential Conflicts of Interest section specifically disqualifies any consultant, vendor and or any other entity who may have been a contributor to the creation of this RFP from proposing on this RFP and shall constitute a "prohibited proposal".

BOND REQUIREMENTS

A bid bond or bank cashier's check only (company checks are not acceptable) in the amount of 5% of proposal is required, and must be submitted with vendor's proposal. The successful vendor is required to furnish a performance bond and/or payment bond in the amount of 100% of proposal within ten (10) days of the award. The performance bond and/or payment bond must remain in effect for the duration of the contract including renewals. Upon award, Harris County Purchasing will send awarded vendor a performance bond application. If a vendor is not awarded, bank cashier's checks will be returned within (10) ten days of award. If a vendor is awarded, checks will be returned (10) ten days after receipt of the performance and/or payment bond.

PAYMENT CARD INDUSTRY COMPLIANCE

As a merchant accepting payment cards, the County is required to maintain compliance with the Payment Card Industry (PCI) Data Security Standard (DSS). This requirement extends to all cardholder information and systems within the County's control, including information and systems that may be accessed or managed by County contracted vendors.

A County contracted vendor may have access to confidential information, which may include customer credit card information, that may be accessed and utilized by the vendor to perform services under the terms of this Agreement and/or other agreements between the County and said vendor. The vendor acknowledges that any such confidential information is the sole property of the County and the vendor agrees to protect and secure the information from unauthorized access, whether by the vendor's employees or other parties.

The vendor agrees to comply with the PCI DSS in all vendor-owned systems, networks, and hosts which interface with County-owned systems. The vendor agrees that the processes it uses for developing and/or accessing systems that contain client confidential information will be PCI DSS compliant. The vendor agrees to promptly notify the County of any security breach or failure of a vendor-owned system that affects confidential information belonging to the County.

SPECIFICATIONS

Operator/Event Coordinator at the Sylvan Beach Pavilion for Harris County Precinct 2

SCOPE

Harris County is seeking proposals from qualified vendor(s) with operator and event planning experience to serve as an Operator/Event Coordinator at the Sylvan Beach Pavilion (the Pavilion) in La Porte, Texas for Harris County Precinct 2 as described herein beginning on or about June 1, 2020 and ending one (1) year thereafter or until all services ordered prior to the expiration date have been satisfactorily delivered and accepted or performed satisfactorily for the using department.

MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will be a **MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT** on **March 17, 2020, 10:00 a.m. CST**, to be held at the Pavilion, 1 Sylvan Beach Drive, La Porte, Texas 77571. Meeting participants will assemble in the main lobby. **Attendance is mandatory and all interested vendors must attend to discuss the requirements of this RFP.** The mandatory pre-proposal conference and site-visit will not be rescheduled due to tardiness or any other issues that may arise; no exceptions. Persons with disabilities requiring special accommodations should contact the Purchasing Office at (713) 274-4400 at least two (2) days prior to the pre-bid conference.

It is the responsibility of each vendor to examine the entire RFP package, seek clarification in writing, and review their response for accuracy before submitting. Questions relating to this RFP must be submitted in writing. The deadline for submission of questions relating to this RFP is **March 18, 2020, no later than 12:00 p.m. CST**. All questions submitted in writing prior to the deadline will be compiled and answered in writing. A copy of all questions and answers will be forwarded via online, fax and/or email to all firms. The County will not be bound by any information conveyed verbally. If vendors require additional assistance, please contact Chris Kaminski, Office of the Purchasing Agent, via email to Ckaminski@pur.hctx.net.

RENEWAL OPTIONS

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

BACKGROUND

The historic 1956 Pavilion has been many things to many people since it opened its doors in 1956. The Pavilion has hosted beauty pageants, weddings, retirements, quinceañeras, ball room dances, Houston Symphony and community meetings. The Pavilion allows Harris County to give back to the community a rejuvenated structure that has earned a place in the hearts and memories of many.

The Pavilion retains its integrity to a substantial degree despite alterations occasioned by Hurricanes Carla and Alicia and modifications made to bring the building into compliance with accessibility and safety requirements. The principal alterations involve the insertion in 1980 of an entrance to the ballroom that bypasses the foyer block, replacement of the original handrails on the terrace deck, and demolition of much of the ground floor level interior space. The 1962 wing added to the south side of the foyer block is compatible in its design, proportions, and materials with the foyer block. The Pavilion retains the integrity of its location on the bayshore of the only public park along the west edge of Galveston Bay in Harris County, integrity of its architectural design, integrity of its setting in Sylvan Beach Park, integrity of the construction and finish materials and workmanship that identify it as a mid-century modern building, and

integrity of feeling and association with the entertainment and social events that have transpired there and the visitors who attended, despite the impact of destructive hurricanes.

During Hurricane Ike in 2008, the Pavilion experienced heavy damage. Harris County received a contract award from the Texas Department of Rural Affairs (TDRA), administered by the General Land Office (GLO), for renovations and repairs to the facility. The Pavilion is listed on the National Historic Registry. It is also a State Archeological Landmark (SAL) and a Recorded Texas Historical Landmark (RTHL). These listings will preserve the building's historical character as any alterations must be approved by the Texas Historical Commission.

SPECIFICATION

Harris County requires an experienced, motivated, and energized vendor(s) to promote and facilitate events at the Pavilion. The operator will promote, manage, and supervise all Pavilion events. The Pavilion does not have a full service kitchen; therefore, food for events must be prepared offsite. Maximum capacity of the Pavilion is 1,000 guests (see Attachment I., Floor Plan).

The Harris County Precinct 2 Parks & Recreation Department (Parks Department) employs an online calendar and reservation software that allows residents to see when facilities are available for booking and to reserve facilities online. The Pavilion's event calendar will be managed on this same Parks Department software, and the vendor will be given access to book events at the Pavilion using this software.

The base daily rental rate will be paid directly to Harris County Precinct 2 through the online reservation system. The facility rental rates are as follows:

- a. Monday through Thursday – \$1,500
- b. Fridays – \$3,000
- c. Saturdays – \$4,000
- d. Sunday – \$2,000

Vendor(s) shall be responsible for the following:

1. Promotion of Pavilion uses including, but not limited to:

- Banquets
- Community Events
- Concerts (i.e., Music, Comedy)
- Corporate events
- County events
- Exercise classes
- Fundraising events
- Luncheons
- Meetings
- Parties
- Quinceañeras
- Receptions
- Religious events
- Reunions
- School events (i.e., Proms, Award Ceremonies)
- Seminars
- Small local conventions
- Social and non-profit profit organizations events
- Trade shows/exhibits
- Weddings

2. Property Management

- Event scheduling using software provided by the Parks Department.
- Facility rental, including the development of lease agreements notifying renters of their rights and obligations as they relate to their use of the Pavilion.
- Formation of approved vendors list, which must be approved by the Parks Department prior to publication and use.

3. Public Relations

- Website containing, but is not limited to, the following information:
 - Schedule showing booked and available dates using software provided by the Parks Department.
 - Contact information for the vendor and the Parks Department through the Precinct 2 website.
 - Pricing information.
- Printed collateral materials (i.e. brochures, flyers, etc.)
- Social Media

(Sample website and printed materials must be provided with response and included in Section VII.)

4. Supervision

- Subcontractors – Vendors submitting proposals involving sub-contracting of services must demonstrate a committed partnership, identify the service provided and the provider, and service provider must agree to all provisions of this RFP.
 - Catering
 - Bartending
 - Security
 - Photographers/Videographers
 - Florists
 - Audio/Visual
 - Linens
 - Concierge
 - Valet (when necessary)
 - Any other event services as needed

5. Maintenance of Facility

- All lost and found articles located by the vendor or its employees or by patrons found in or around the Pavilion shall be turned over to Harris County. Items not claimed within ninety (90) days will be turned over to Precinct 2.
- Vendor is responsible for any and all janitorial and pest control services that are required or needed in the area assigned for the vendor's use.
- Vendor shall be responsible for the security of all areas of the Pavilion, and be responsible for determining that all equipment has been turned off, lights and fans turned off, and doors locked when the location is closed for the day.
- Vendor shall be responsible for all repairs or replacement of any equipment located within designated area. Vendor shall not utilize any department within Harris County for any maintenance or repairs of equipment. Vendor must obtain approval from the Parks Department prior to making any repairs on the property.

6. Accounting

- Budget
- Payroll and payroll taxes

- Insurance
 - Quarterly report summaries on income, expenses, utilization rates
7. Establishment of operating procedures that reduce the likelihood of damage to Harris County property and assume responsibility for costs associated with replacement and/or repair resulting from negligence or inappropriate use on the part of the sub-contractors.
 8. Performance of any other duties that are required to ensure the safe, sanitary, and legal operation of the Pavilion.

Sanitation and Safety

Preparation sites must comply with federal, state, and local fire, health, sanitation, safety, and building codes, regulations, and licensure requirements. At the time of application, current and legible inspection reports must be on file with AAA for public view.

Health Inspections

Health inspections of the preparation sites and storage areas shall take place as required by law and/or upon request of Harris County. Health inspectors shall be allowed access to vendor’s food service area at any time. Vendor will provide Harris County with copies of all health inspection reports within two (2) working days of receipt of the inspection findings, along with a corrective action plan.

Quality Management

Provide a proposed customer service evaluation plan to the Parks Department. The vendor should have an active and formal program of continuous quality improvement. This should include an ongoing means of obtaining and assessing reactions to the Pavilion experience by:

- Informal discussion with patrons;
- Observing reactions and listening to comments about the venue, operations, and environment from patrons;
- Periodic, short question surveys requesting that patrons comment on their experience at the Pavilion;
- Making available suggestion boxes and forms as approved by the Parks Department; and
- Resolving all problems and issues raised by patrons. Resolution must be coordinated with the Parks Department.

Other

1. Except for utilities, vendor shall be responsible for all bills for materials, supplies, taxes, permits, etc. to or at the Pavilion operations or of any person employed or claiming to have been employed at the Pavilion.
2. Vendor shall furnish, at their expense, all other equipment, fixtures, dishes, silver, linens, pots and pans, etc. not furnished by the County which are necessary for the Pavilion operation.
3. Vendor shall not commit or permit any waste upon or in the assigned premises and equipment and will, upon termination of the Agreement, whether by accomplishment of the term hereof or on account of any of the provisions thereof for its earlier termination, yield to the County immediate possession of all premises and equipment in as good condition as they now are, reasonable wear and tear and damage from the elements only expected.
4. Vendor shall adhere to the following:
 - a. To collect and remit, on a timely basis, all applicable taxes and fees, including sales tax, payroll and withholding taxes, and hold Harris County harmless from all claims arising under laws

regarding such taxes and fees. Income taxes/Payroll taxes for vendor's employees shall be the sole responsibility of the vendor.

- b. To perform accounting of all expenditures in accordance with the fiscal periods established by Harris County, which shall include, but not be limited to, monthly expense reports and preparation of all fiscal year-end, close-out accounting documents. Vendor must provide monthly accounting and reporting on site operations.
5. Vendor must provide an Emergency Evacuation Plan and a Hurricane Preparedness Plan to the Parks Department. Vendor must also provide a description of each program and train its employees to assist patrons during these events.

Harris County Responsibilities

1. Harris County will, at its expense, assume the following responsibilities:
 - a. Provide facility space outfitted with furnishings, fixtures, and some equipment, including fixed and movable equipment and appliances.
 - b. Provide adequate ingress and egress for vendor employees and suppliers. This will include reasonable use of corridors, passageways, and designated loading areas.
 - c. Maintain and repair existing building structures in areas assigned for vendor use. This includes the maintenance of electrical, water and sewer lines, heating, air conditioning and permanent building fixtures (such as plumbing components and light fixtures), and windows up to the demised space. Repairs of damages caused by the vendor will be approved by Harris County and be paid by the vendor. Redecorating and painting will be at the discretion of the vendor, and subject to Harris County and Texas Historical Society approval.
 - d. Provide water service, lighting, heating and air conditioning of the assigned premises, but without liability on the County for temporary interruption on account of breakdown, power failure or like causes; provided that the vendor agrees that in the use of such utilities he/she will exercise the same degree of care and economy as would be exercised if he/she were paying for such utilities.
 - e. Furnish adequate electrical, water, and drain connections. However, the County does not warrant that the amount or kind of power will be sufficient to handle any device/equipment that the vendor wishes to install.
 - f. Provide office space for administrative activities. However, it is the responsibility and at the expense of the vendor to equip such space with adequate desk, chairs, filing cabinets, telephone, and other office items required.
 - g. Provide limited phone, fax and Local Area Network (LAN) line drops.
 - h. Utility Outages – Harris County will not guarantee the uninterrupted provision to the utilities and service described above, except to ensure that all reasonable and diligent efforts will be pursued in restoring the interrupted service. Harris County will not be liable for business loss, which may result from the interruptions or failure of these services. In an extended outage situation, Harris County does not have the structure to support the utility requirements of refrigerated areas. Vendor is responsible for back-up provisions or contingency plan for responding to an extended outage situation.
 - i. Provide access to a dumpster for all garbage disposals. All garbage, including but not limited to; food, food scraps, food waste, food packaging, grease, butter, and other “wet” garbage shall be placed in leak proof bags and delivered to the dumpster within three (3) hours subsequent to the completion of any meal. In no event, will any garbage be allowed to remain within the premises overnight. Vendor shall not permit or allow any leakage or discharge of any substance, either in or on the premises, parking area, common area, or any portion of the facility. In the event of a spill, leak, or other discharge of any substance, vendor shall immediately clean or cause the area of the spill or discharge to be cleaned and hereby holds harmless and indemnifies Harris County for any damage to property or injury to person(s), including death, that is caused by or is the result of any transportation, spill, leakage or discharge of any garbage or other substance.

2. Harris County will not be responsible in any manner for loss or damage to the vendor's stored supplies, materials, or equipment or for any of the vendor's employees' personal belongings brought on the premises.
3. Indicate any assumptions vendor has made with respect to responsibilities required from Harris County. Examples of assumptions will be the area of the facility that will be cleaned by Harris County, whether trash receptacles in areas on the "outside" of the service line will be provided by Harris County, whether light fixtures are included in cleaning services provided by Harris County, etc.

Transition Upon Expiration/Termination

Upon termination or expiration, Harris County shall conduct a physical inventory of all supplies and equipment owned by Harris County. At that time, the vendor shall surrender the premises and Harris County-owned supplies and equipment to Harris County in as good condition as the start of the contract; ordinary wear and tear and loss or damage by fire, flood and other perils covered by extended coverage insurance is expected. Describe a plan for the efficient transition of services upon expiration and termination.

PRICING/DELIVERY INFORMATION

PRICING

1. Flat Commission Rate – Flat rate on all gross sales revenue generated inclusive of subcontractor services and excluding base daily rental rate; or
2. Tiered Commission Rate – Commission rate varies depending on the gross sales revenue generated inclusive of subcontractor services and excluding base daily rental rate in a month;
3. Minimum DAILY facility rental rate shall be paid directly to Harris County.

RENEWAL OPTIONS

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

**BID/OFFER GUARANTY AND PERFORMANCE AND/OR PAYMENT BOND
INFORMATION AND REQUIREMENTS**

A guaranty shall be submitted with each bid that the bidder will, if required, execute and furnish performance and/or payment bonds within ten days after award of the contract and receipt of contract and performance and/or payment bond forms. Guaranty may be submitted in either of these forms:

- A. Individual bid bonds payable to Harris County for 5% for each separate bid, or
- B. Bank cashier's check payable to Harris County for 5% for each separate bid.

If the successful bidder submits a bank cashier's check, as guaranty, Harris County may elect to hold the check until all provisions of the contract have been completed, or require the contractor to make payment and/or performance bonds. The bond(s) shall be in the amount of 100% of contract price, and shall be executed by a surety company authorized to do business in the State of Texas. The prescribed form of contract and bond application(s) are available to the bidder from Harris County, and are the only form(s) Harris County will accept.

If the performance and/or payment bond forms and related documents are not returned to the Harris County Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, Texas 77002 within ten days, Harris County has the right to render the award ineffective. Written verification of the validity of the bond shall be received by the Purchasing Office from the Contractor's Surety before any payments will be made.

BID CHECK RETURN AUTHORIZATION FORM

Offeror must complete this form and attach to bid check. All bid checks must be for the required amount and be payable to Harris County, **not payable to any individual**.

If a bid, the County Clerk may retain the bid checks of the three lowest bidders until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond. The County Clerk shall return the bid checks of all other bidders at any time within seventy-two (72) hours following the opening of bids. If an RFP, all bid checks will be retained by the Office of the Purchasing Agent until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond.

Authorization is hereby granted for Harris County to return the bid check via regular mail without liability of any kind or nature to the address listed below if:

1. we are an unsuccessful bidder, or
2. a performance bond, and payment bond, if required, has replaced the bid check, or
3. upon completion of contract.

Bid for: _____

Cashier's Check Number _____, Drawn on _____

Bank of _____, Dated _____ in

the amount of \$ _____.

Name: _____

Business Address: _____

Signature: _____

Mailing Address: _____

City & State: _____ Zip Code: _____

Telephone: _____ Email: _____

For Use of County Clerk/Purchasing Agent Only:

Date Check Mailed: _____ By: _____

Ledger Number: _____ Dept: _____

MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

A. **Workers Compensation**, as required by the laws of Texas, **and Employers' Liability**, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- Each Accident: \$1,000,000
- Disease-Each Employee: \$1,000,000
- Policy Limit: \$1,000,000

B. **Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not contain any restrictive endorsements nor exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Each Occurrence: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Products/Completed Operations: \$1,000,000
- General Aggregate (per project): \$2,000,000

C. **Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the Contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Combined Single Limit-Each Accident: \$1,000,000

D. **Umbrella/Excess Liability** (*Harris County shall be named Additional Insured on primary/non-contributory basis*)

- Each Occurrence/Aggregate: \$1,000,000

E. **Professional/Errors & Omissions Liability** (if applicable)

- Each Occurrence/Aggregate: \$1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.

TWCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project, and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

REFERENCES

Vendor must provide a minimum of five (5) references as detailed in attachment h., References, or letters of reference from companies for whom vendor has provided similar services a minimum of five (5) concurrent years as demonstration of vendor’s prior experience. Letters must include the following information:

- Organization/client name/address
- Name of contact person
- Telephone number for contact
- Vendor services provided to this client
- Professional relationship with the organization/client
- Description of vendor’s ability to fill recruitment requests
- Description of quality of personnel provided by vendor
- Whether the organization/client would recommend vendor

References provided must be current and verifiable. Harris County may conduct reference checks to verify and validate vendor’s past performance. Reference checks indicating poor or failed performance by vendor will be cause for rejection of the response submitted. In addition, failure to provide verifiable letters of reference or attachment h., References, will be cause for rejection of the response submitted (please include under Section IV).

Reference #1

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Reference #2

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

REFERENCES (CONTINUED)

Reference #3

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

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Reference #4

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Reference #5

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

REFERENCES (CONTINUED)

Reference #6

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

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QUESTIONNAIRE

This questionnaire requests information about the vendor that will be used in the evaluation process and include in Section VI. All vendors must complete this questionnaire and answer the questions in the order listed. Answers should be as thorough and definitive as possible and include all pertinent data. Supplemental materials, additional pages, or requested lists providing additional information may be attached to further clarify answers. All documents should be submitted in 8-1/2" x 11" page size.

General Information

1. Name of company/organization: _____
2. Address of company/organization: _____
3. Home office address (if other than above): _____
4. Telephone No: _____ Fax No. _____
5. Years in business under above name: _____
6. Years in business in Texas _____
7. Primary individual to contact: _____
8. Primary individual's phone number: _____
9. Name of any parent companies: _____
10. Name of any affiliated companies: _____
11. Is company (check all that apply):

Local only _____	Proprietorship _____
Statewide _____	Partnership _____
Nationwide _____	Corporation _____
International _____	Joint Venture _____
12. How long has your organization provided operator/event coordinator services to the following?
 - a. Government Entities _____
 - b. Private Entities _____
13. List all the names under which this company has operated in the last ten (10) years in the State of Texas.
14. Has your organization been in business under its present name for at least five (5) years? If not, please explain why.
15. If your organization is a corporation, please attach a separate sheet(s), detailing the following:
 - a. Date of incorporation,
 - b. State of incorporation,

c. Names of President, Vice-president, Secretary, and Treasurer.

16. If your organization is a partnership or individually owned, please attach a list detailing the following:
 - a. Date of organization,
 - b. Name of owner(s) or partners.
17. What is your largest account?
18. A. List the major projects your organization has in progress, giving the name and location of project, and the nature of the type of services you are providing. Provide owner, architect, contract, amount, percent complete and schedule completion date.

B. List five (5) similar projects as the one specified in this RFP that your organization has completed over the last five (5) years. For each project, provide the name, nature of the project/function, location, cost, completion date, and owner.
19. Describe your organization's concepts for working in a team relationship with the owner and user groups during the project. Which of the project(s) listed on attachment h., References, best exemplify these concepts and experiences.
20. Is your company presently in compliance with all City, State and Federal requirements with jurisdiction over your business? If your answer is "NO", what is the specific area of noncompliance and what do you anticipate as the outcome?
21. Has vendor had any complaints filed with the Better Business Bureau (BBB) for failure to perform in accordance with agreements for vendor to provide services.
22. Has your organization filed any lawsuits or requested arbitration with regards to any contracts within the last (5) years? If yes, attach a list of any lawsuits or requested arbitrations and their final outcome.
23. Describe and litigation against vendor's company in the past five (5) years including any settled or dismissed matters. Is vendor's company under investigation or subject to any regulatory action by either state or federal agency? If yes, explain.
24. Is vendor's company currently involved in any active/pending civil matters? If yes, explain.
25. Has vendor or any senior level executive to be assigned to this project been involved in any claim or litigation with the County or any other federal, state, or local government, or private entity during the last ten (10) years?
26. Has vendor or any senior level executive ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years? Is the vendor's company or any of its officers, director, partners or principals now under indictment, court order or investigation?

27. Has vendor or any senior level executive to be assigned to this project been terminated (for cause or otherwise) from any work being performed for the County or any other federal, state or local government, or private entity?
28. Within the last five (5) years, has any owner, officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? If yes, attach a list describing all actions and their final outcome.
29. Has your organization ever failed to complete any work awarded to it?
30. Is company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, explain the expected impact, both in organizational and directional terms.
31. How would you promote the facility to achieve utilization from a broad spectrum of the community?
32. List and describe specific events that you would promote for the Pavilion.
33. Describe how you would interface and communicate with the community.
34. Describe the process you would use for someone to book an event at the Pavilion.
35. What event services will be provided by vendor? Subcontractor?
36. Describe the business methods you would use to supervise the Pavilion operations and communicate with Harris County and Precinct 2 constituents.

ANTI-COLLUSION AFFIDAVIT

STATE OF ()

COUNTY OF ()

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the offeror to submit the attached offer. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any state or county official or employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the offeror had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this offer.

Signed

Subscribed and sworn before me this __day of _____, 20_____.

Notary Public (or Clerk or Judge) _____

My commission expires _____

