

**REQUEST FOR PROPOSAL
GALVESTON COUNTY PARKS, RECREATION, OPEN SPACE &
CONSERVATION/NATURAL RESOURCE MASTER PLAN
GALVESTON COUNTY, TEXAS**

Sealed proposals in sets of seven (7), one (1) original and six (6) copies, will be received in the office of the County Purchasing Agent until **10:00 AM** on **04/22/2010** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Any proposal received after **10:00 AM** on the date specified will be returned unopened.

All proposals must be marked on the outside of the envelope:

**RFP #: B101014
GALVESTON COUNTY PARKS, RECREATION, OPEN SPACE & CONSERVATION/NATURAL
RESOURCE MASTER PLAN**

Proposers name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be as shown in Request for Proposal.

A non-mandatory pre-proposal conference will be held on Thursday, April 15, 2010 at 10:00 a.m. at the Galveston County Parks Administration Office, (Carbide Park), located at 4102 Main Street (FM 519), LaMarque, Texas 77568. Vendor attendance is strongly encouraged.

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street) Fifth (5th) Floor, Galveston, Texas.

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), vendor is to be paid via Galveston County's normal accounts payable process.

Sealed proposals are to be delivered to the Galveston County Purchasing Agent, Galveston County Courthouse, 722 Moody Avenue (21st Street) Fifth (5th) Floor, Galveston, Texas 77550.

Commissioners' Court reserves the right to waive any informality and to reject any and all proposals and to accept the proposal or proposals which, in its opinion, is most advantageous to the County.

Bruce Hughes, CPPO, CPPB
Purchasing Agent
Galveston County

**GALVESTON COUNTY
PURCHASING DEPARTMENT**



REQUEST FOR PROPOSAL:

RFP #B101014

**GALVESTON COUNTY PARKS, RECREATION, OPEN SPACE &
CONSERVATION/NATURAL RESOURCE MASTER PLAN**

**PROPOSAL DUE DATE: APRIL 22, 2010
10:00 A.M.**

*Bruce Hughes, CPPO, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372*

RFP #B101014
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GENERAL PROVISIONS
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1. PROPOSAL PACKAGE

The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted in sets of seven (7), one (1) original and six (6) copies on the forms provided by the County, including the proposal sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheets/contract page(s) may disqualify the proposal from being considered by the Commissioners' Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by the Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.

2. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

1. have adequate financial resources or the ability to obtain such resources as required;
2. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

3. TIME FOR RECEIVING PROPOSALS

Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening. If the proposer fails to identify the Proposal Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the proposal number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a proposal. If you do not submit a proposal, return this Request for Proposal and state reason, otherwise your name may be removed from our mailing list.

4. PROPOSAL OPENING

Only the names of proposers will be read at the opening. The Purchasing Agent will examine proposals promptly and thoroughly. No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date.

5. COMMISSIONERS' COURT

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department head and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

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6. REJECTION OF PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all proposals and waive any informality in the proposals received; (2) disregard the proposal of any proposer determined to be not responsible.

7. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for proposal opening. Vendors are to proposal as specified herein or proposal an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

8. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified; however, should the proposer desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

9. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other proposers.

10. PRICING

Proposals will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Cash discount must be shown on proposal, otherwise prices will be considered net. Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

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11. PROCUREMENT CARD PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your proposal submittal.

12. TAX EXEMPTION

Any resultant purchase orders are issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise and use taxes pursuant to section 151.309 – 151.311, Texas Tax Code. The contractor performing this contract may purchase all materials, and supplies, used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9307 in lieu of tax. Any such exemption certificate issued by the Contractor in lieu of tax shall be subject to the provisions of the State Comptroller's ruling #95.05 (effective October 2, 1968) or as hereafter amended. As a general rule, a vendor is not required to pay state sales tax on goods purchased that are totally incorporated into or consumed by the public improvements. Certificates may be issued upon request.

13. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage or oil embargo.

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original Proposal.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the proposal. But in no event will the amount of additional compensation exceed 25% increase in Vendor's original cost for his product as such cost is reflected in Vendor's original proposal or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

14. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

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15. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheets may disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

16. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. **The proposed cost to the County will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

Each proposer, by submitting a proposal, agrees that if their proposal is accepted by the Commissioners' Court, such proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this proposal and contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Galveston County. The contractor will perform all services indicated in the proposal in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being signed by the County's authorized representatives.

The County of Galveston reserves the right to accept proposals on individual items listed, or group items, or on the proposal as a whole; to reject any and all proposals; to waive any informality in the proposals; and to accept the proposal that appears to be in the best interest of the County. In addition, the selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

In determining and evaluating the best proposal, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP may be considered noncompliant.

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The invitation to submit a proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, the specifications which follow, the proposal sheets, and any addenda issued are all considered part of the proposal.

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP and contract.

Notice of contract award will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible contractor, whose proposal complies with all the requirements in the Request for Proposals.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Proposals.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent.

17. DISPUTE AFTER AWARD/PROTEST

Any actual or prospective Proposer who is allegedly aggrieved in connection with the solicitation of this RFP or award of a contract resulting therefrom may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests until this procedure is followed.

18. PUBLIC INFORMATION ACT

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

19. RESULTANT CONTRACT

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid/proposal, bidder/proposer must sign three (3) original contracts and return with their bid/proposal submittal.

The Criteria utilized for determining responsibility of proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The proposers shall furnish any information requested by the County in order for the County to determine whether a proposer is responsible.

20. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

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21. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Proposer of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or proposals or further negotiations. At a minimum, Proposer shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by Proposer.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Proposer:

- Fails to meet delivery or completion schedules;
- Fails to otherwise perform in accordance with the accepted proposal and the contract

22. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Proposer should this contract be terminated early.

23. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

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24. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Proposals are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

25. CONTRACTOR INVESTIGATION

Before submitting a proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

26. NO COMMITMENT BY COUNTY OF GALVESTON

This Request for Proposal does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

27. BEST AND FINAL OFFERS

In acceptance of proposals, the County of Galveston reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitation of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their Best and Final offer. Any such Best and Final offer must include discussed and negotiated changes.

28. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

29. REJECTION/DISQUALIFICATION OF PROPOSALS

Galveston County reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the contract by the County. Proposers may be disqualified and rejection of proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the proposal form(s) furnished by the County;
- B. Lack of signature by an authorized representative on the proposal form(s);
- C. Failure to properly complete the proposal;
- D. Proposals that do not meet the mandatory requirements;
- E. Evidence of collusion among proposers.

30. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be provided to all proposers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to proposers in a written addendum from the Purchasing Agent.

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The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Request for Proposal list for this material/service or those who have obtained documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their proposals. In any case, the proposal opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable, for the opening or proposals.

31. PROPOSAL IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal.

32. PROPOSAL DISCLOSURES

The names of those who submitted proposals will not be made public information until after an award is made by Commissioners' Court. No pricing or staffing information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

33. WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

34. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

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35. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful proposer and providing that the amount by reason of services limits of not less than the following sums:

- A. For damages arising out of bodily injury to or death of one person in any one accident – ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident – THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.
- C. For any injury to or destruction of property in any one accident – ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

36. PATENT AND COPYRIGHT PROTECTION

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights.

37. 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). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

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If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an 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.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 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.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st 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 web sites are linked to 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.

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. 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.

If you have questions about compliance with Chapter 176, please consult your own 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.

38. 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.

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

Bruce Hughes, CPPO, CPPB, Purchasing Agent
722 Moody
Fifth Floor
Galveston, Texas 77550
Fax: (409) 621-7987
E-mail: bruce.hughes@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.

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

39. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

40. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Proposal.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

41. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

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42. MERGERS, ACQUISITIONS

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Proposer's Federal Identification Number (FEIN); and
3. New Proposer's proposed operating plans.

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

43. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

44. ACCURACY OF DATA

Information and data provided through this RFP are believed to be reasonably accurate.

45. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

46. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal.

47. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

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48. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the county.

CODE OF ETHICS – Statement of Purchasing Policy

“Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County’s integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of the Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.”

General Ethical Standards

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee’s duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee’s immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities

It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

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Kickbacks

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

49. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

To the County at:

Hon. James Yarbrough, County Judge
722 Moody
Second Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

Bruce Hughes, CPPO, CPPB
Purchasing Agent
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax: (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax: (409) 770-5560

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1. **GOAL**

It is the intent of Galveston County to provide a high level of public service through the development of a new Galveston County Parks, Recreation, Open Space & Conservation/ Natural Resource Master Plan to meet the needs of the citizens of Galveston County and its visitors. Each proposer must meet the requirements set forth herein.

2. **OBJECTIVE**

The Department of Parks and Senior Services (hereinafter “the Department”) is requesting proposals for the creation of a new Parks Master Plan document. This document will be used to provide guidance for orderly and consistent park, recreation and open space enhancements in Galveston County, provide recommendations and guidance for the acquisition and preservation of quality open space and wildlife habitat, as well as establishing priorities and recommendation for improvements to existing County owned parks, based on the community needs analysis.

3. **BACKGROUND**

Galveston County, Texas, is located southeast of Houston, in a county of approximately 287,250 citizens. The County is bordered by Brazoria County to the southwest, Harris County to the northwest, Chambers County to the northeast, and the Gulf of Mexico to the south and east. Galveston County is approximately 33 miles north-to-south and 52 miles east-to-west and includes approximately 908 square miles of land.

The County defined its role in providing Parks, Recreation and Senior Services that focused on regional parks rather than neighborhood or community parks. Also the County’s desire is to provide parks, recreation, open space amenities and senior services to resident in unincorporated areas as well as incorporated areas through as many public and private partnerships as possible to avoid duplication of expenditures and resources.

4. **CURRENT MASTER PLAN**

In 1998, Galveston County adopted the Galveston County Parks, Recreation & Open Space Master Plan. This plan was updated September 29, 2003. The purpose of the update was to:

- A. Provide guidance for orderly and consistent park, recreation and open space enhancements in Galveston County;
- B. Provide guidance for the Senior Services Program, including the development of new programs and facilities;
- C. Establish priorities and recommendations for the development of new Parks and Recreation facilities based on the community-based needs analysis;
- D. Establish priorities and recommendation for the improvement of existing County owned parks and senior citizens facilities, based on the community-based needs analysis;

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5. SCOPE OF WORK

Although the applicant should submit their proposal based upon their professional expertise regarding the development of a county-wide parks master plan, the following items should be included in the proposal:

1. The development of a document that includes a complete inventory of all existing parks, recreation, and open space facilities in Galveston County;
2. Completion of a needs assessment through various methodologies including, but not limited to, County Judge and County Commissioner's interviewers, other key leader interviewers, key stakeholder meetings, telephone surveys, staff interviews, and various public meetings;
3. Development of a prioritized ranking system for the creation and development of future park and senior services facilities.
4. Develop recommendations and guidance for the acquisition and preservation of quality open space and conservation areas in Galveston County.
5. Development of a 5 - 10 year action plan that identifies types of recreational needs, possible funding sources and other budget recommendations.

6. BASIS OF COMPENSATION

The total budget for this project as described by the Scope of Work and requested deliverables is set at \$100,000.

Proposers must provide a break out of basic services to be performed for each recommended task to be completed in their proposal submittals.

7. COMPANY/FIRM TEAM QUALIFICATIONS

Describe your company/firm experience toward development of Parks, Recreation, Open Space & Conservation/ Natural Resources Master Plans. Proposers should also give detailed explanation of the teams direct approach and project manager.

A. Company Profile

Proposer must:

- 1) Provide a description of the Proposer's company background including, but, not limited to:
 - name
 - address
 - home office if different from local address
 - phone number, facsimile number
 - number of years of experience in similar work requested by this RFP
 - total number of years in business
 - type of business entity
 - place of incorporation (if applicable), and
- 2) Answer whether it has ever defaulted on a similar project. If so, explain.

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- 3) Provide the number of years experience in developing the type of work requested for projects similar to that described in this RFP.
- 4) Provide a description of other similar size contracts displaying type of work requested and ability to provide such services. Include a summary of the projects, outcome, contact reference, address, and telephone number.
- 5) State why its organization believes its proposed services best meet the objectives of the County. Describe in detail any additional aspects, or advantages of its services in any relevant area not covered elsewhere in this proposal.

B. References

Proposer must submit the names, business addresses, and telephone and fax numbers of at least the individuals and/or organizations who can attest to the Proposer's capability to carry out the requirements set forth in this RFP.

C. Proposer's Qualifications

The Proposer certifies that it is:

1. A duly qualified, capable, and otherwise bondable business entity;
2. With experience in performing the work as requested by the RFP;
3. That it is not in receivership;
4. That it does not owe any back taxes within Galveston County;
5. That it is able and capable of performing this contract through its own resources without subcontracting or assignment;
6. That it is normally engaged in this type of business, and
7. That it is familiar with all laws, regulations and customs applicable to this type of service.

D. Ethics in Public Contracting

No Proposer shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any County officer or employee.

Proposers shall be prohibited from utilizing the services of lobbyists, political activists or consultants to secure this contract. Proposers found in violation of this provision will be disqualified.

No public official shall have interest in this contract as such term is defined in Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171.

E. Noncompliance

Any Proposer unable to comply with any requested information must furnish the reason for such inability.

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8. ALTERNATE PROPOSALS

Firms submitting alternate proposals to the Scope of Work set forth in this RFP, must submit them on separate sheet(s) of paper and include with original submittal. Although, the County is seeking proposals as specified in this RFP, reasonable alternatives may be considered.

9. EVALUATION OF PROPOSALS – SELECTION CRITERIA

The general contract terms and conditions set forth certain criteria which will be used in the receipt of proposals and selection of the successful firm.

The County Evaluation Committee will independently read, review, and evaluate each proposal and selection will be made on the basis of the criteria listed below in addition to other factors that the County deems necessary to make an award.

Once the proposals have been rated, the Evaluation Committee may conduct interviews with the top ranked firms (usually the top two firms, dependent upon the number of proposals received). The Evaluation Committee will then make a recommendation to the Purchasing Agent to present to the Galveston County Commissioners' Court for the contract award.

10. AWARD CRITERIA

The County Evaluation Team will read, review, and evaluate each proposal and selection will be made on the basis of the criteria listed below:

1.	Professional qualifications of similar work	20%
2.	Experience/Availability of Project Manager	20%
3.	Experience of Project Team	25%
4.	Understanding of Project	15%
5.	Time frame & deliverables	10%
6.	Cost of service (total price of proposal)	10%

11. SUBMITTALS

All proposals should be submitted to:

Bruce Hughes, CPPO, CPPB,
Purchasing Agent
722 Moody Fifth (5th) floor, Purchasing
Galveston, TX 77550

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12. CONTROL, SUPERVISION, AND APPROVAL AUTHORITY

Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the general supervision of the Parks and Senior Services Director who for the purposes of this contract is:

Dennis J. Harris, Director
Galveston County Department of Parks and Senior Services
4102 Main Street
LaMarque, Texas 77568
Telephone: (409) 934-8100
Fax: (409) 934-8140
E-mail: dennis.harris@co.galveston.tx.us

13. PRICING, BILLING AND PAYMENT

A. Pricing

If an Proposer contemplates any additional costs of any kind, other than those submitted, Proposer must clearly indicate on the pricing proposal form any such costs contemplated or forfeit the right to payment for same. All prices submitted in a properly signed proposal will constitute firm offers. Such offers will be held open through time of award by Commissioners' Court and may only be modified by a Best and Final Offer, if process is invoked, which also will be held open through the time of award.

For the services to be rendered by Proposer, County agrees to pay the prices indicated on the final contract.

B. Billing and Payment

Proposer must describe the required payment schedule for this project (e.g., at end of project, progress payments, etc). In intervals as described by the Proposer, a comprehensive itemized invoice shall be submitted to:

Attention: Cliff Billingsley, County Auditor
P.O. Box 1418
Galveston, Texas 77553

With a Copy to:

Galveston County Parks and Senior Services
Attention: Dennis J. Harris, Director
4102 Main Street
La Marque, TX 77568

All payments must have prior approval by the Commissioners' Court before payments can be made. Payment will be made within thirty (30) workdays after receipt of a proper invoice by the successful proposer.

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Neither a signed receipt nor payments shall be construed as an acceptance by County of any work or material(s), or as a release for any claim for damage.

14. CONTRACT TERM

The term of this contract shall be from the date of execution of this contract by the Galveston County Commissioners' Court through the final date of receipt of requested deliverables and acceptance by the County, unless terminated earlier as hereinafter set forth.

This contract may be immediately canceled upon written notice by the County in any of the following situations:

- a) substandard or unsatisfactory performance by contractor; or
- b) inability of the contractor to fulfill the terms of this contract.

County reserves the right to terminate the contract immediately for default by giving notice if Proposer breaches any of the terms herein, including warranties of Proposer or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which 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 County's satisfaction and/or to meet all other obligations and requirements. It also includes failure to comply with usual and customary practices of the industry, breach of any laws, rules, or regulations, or failure to significantly comply or meet the performance expectations as established in a subsequent contract, if any, between County and an Proposer.

15. DOCUMENTATION

Proposer shall enclose a sample contract and proposal forms all with original signatures.

1. All information requested under Section VII. Company/Firm Team Qualifications.
2. References as described in Section VII. Company/Firm Team Qualifications, B. References.
3. A detailed and sound description of the approach to be taken in meeting the objectives described in the specifications section of this RFP. This section should outline the Proposer's specific responsibilities for management as described in this RFP.
4. The completed proposal form(s) disclosing references, method of payment and company information as requested.

The following information may be required from the Proposer(s) following the proposal opening:

1. Prior to award of the contract, Proposer must provide current and valid proofs of insurance.
2. After award of the contract, as provided for in RFP, Proposer must provide a performance bond and a payment bond if required by the County.

16. QUESTIONS AND INQUIRIES

Questions and inquiries, both verbal and written, will be accepted from any and all firms. All communication regarding this Request for Proposal must be directed to the Galveston County Purchasing Agent via e-mail bruce.hughes@co.galveston.tx.us, or fax (409) 621-7987, or by phone at (409) 770-5372. Inquiries pertaining to Request for Proposals must give RFP number, title and acceptance date. Material questions will be answered in writing and will be distributed to all firms who receive the RFP provided. All questions must be received prior to the close of business (5:00 p.m.) on Friday, April 16, 2010.

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17. PROPOSAL CONTENTS

This proposal consists of the Request for Proposals, Proposal, Provisions, Specifications, Attachments and other terms and conditions as are attached or incorporated by reference in the schedule of the Request for Proposals.

18. ENTIRE AGREEMENT

This agreement is the entire agreement between the parties.

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PROPOSAL FORM

THE FIRM OF: _____

Address: _____

FEIN (TAX ID): _____

Hereby agrees to provide the requested services as defined herein for a total contract price of:

\$ _____

The following shall be returned with your proposal. Failure to do so may be ample cause for rejection of proposal as non responsive. It is the responsibility of the Proposer to ensure that Proposer has received all addenda.

- | Items: | Confirmed (X): |
|--|----------------------------|
| 1. References (if required) | _____ |
| 2. Addenda, if any. | #1 _____ #2 _____ #3 _____ |
| 3. One (1) original and six (6) copies of submittal | _____ |
| 4. Vendor Qualification Packet | _____ |
| 5. Payment Terms: | _____ net 30 _____ Other |
| 6. Sample Contract | _____ |

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

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PROPOSAL FORM

References:

Please submit at least five (5) public references including name of organization, the name and title of a contact person and telephone number for contact person, and a brief description of the project (number of employees, number of different jobs/classes, work performed, etc.)

- 1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Description _____

- 2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Description _____

- 3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Description _____

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4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Description _____

5. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Description _____

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