



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE

Advertisement for Request for Proposal

May 23, 2016

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 16-011/JW, Management of the Ford Park Entertainment Complex for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://co.jefferson.tx.us/Purchasing/main.htm>, or by calling 409-835-8593.**

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward an original and six (6) copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Department Conference Room located on the 5th floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

PROPOSAL NAME: Management of the Ford Park Entertainment Complex for Jefferson County

PROPOSAL NO: RFP 16-011/JW

DUE DATE/TIME: 11:00 AM CDT, Tuesday, June 28, 2016

**MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or via email at jwest@co.jefferson.tx.us; or County Judge Jeff Branick's office at 409-835-8466.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the proposal submission process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

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Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Entertainment Complex Management Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) original and six (6) copies of the proposal should be mailed or delivered no later than 11:00 AM CDT, Tuesday, June 28, 2016, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, TX 77701.
- Explanations, exceptions, comments, etc. pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

1. Introduction to Offerors

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

Jefferson County, Texas is accepting responses to this Request for Proposals (RFP) from firms experienced in managing sports and entertainment facilities and that are interested in providing management services for the Ford Park Entertainment Complex located in Beaumont, Texas. The management firm shall oversee all aspects of the complex including operations, concessions, scheduling, ticketing, and marketing.

Firms responding to this RFP must be prepared to undertake in the most efficient manner, all aspects of facility management, marketing, and operations of the Ford Park Entertainment Complex. Respondents to the RFP shall be expected to meet or exceed the minimum qualifications set forth in this RFP document. The intent of this RFP is to select a facility management entity that is qualified and capable of operating and managing the Ford Park Entertainment Complex on behalf of Jefferson County.

Selection will be made on the basis of the proposal that is deemed most advantageous to County.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 Vendor Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein.** Be sure your proposal package is complete.

1.2 Governing Law

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson 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.

1.3 Ambiguity, Conflict, or other errors in the RFP

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 Notification of Most Current Address

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson, Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 Proposal Preparation Cost

Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

1.6 Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 Economy of Presentation

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 Incorporation by Reference and Precedence

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement,

including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractor's response to the RFP.

1.10 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, Jefferson County's interpretation shall govern.

1.11 Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

1.12 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

1.13 Vendor Registration: SAM (System for Award Management)

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Offerors are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Proposal Submission.

1.14 Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires all awarded vendors to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. Awarded Vendors must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.15 Evaluation

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of Jefferson County.

1.16 Withdrawal of Proposal

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.17 Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

1.18 Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

1.19 Award

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

1.20 Ownership of Proposal

All proposals become the property of Jefferson County and will not be returned to Offerors.

1.21 Disqualification of Offeror

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer 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.

1.22 Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.23 Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.24 Contract Obligation

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

1.25 Termination

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson 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 other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.26 Inspections

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal 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 Offeror as inadequate.

1.27 Testing

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.28 Loss, Damage, or Claim

The Offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall totally indemnify Jefferson County against all claims of loss or damage to the Offeror's and Jefferson County's property, equipment, and/or supplies.

1.29 Taxes

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.30 Non-Discrimination

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.31 Conflict of Interest

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

1.32 Waiver of Subrogation

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

1.33 Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its

offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

1.34 Insurance Requirements

The contractor (including any and all subcontractors as defined in Section 1.35.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

Public Liability \$1,000,000.00

Excess Liability \$1,000,000.00

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (see attached)

1.35 Worker's Compensation Insurance

1.35.1 Definitions:

1.35.1.1 **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, DWC-81, DWC-82, DWC-83, or DWC-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.

1.35.1.2 **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.

1.35.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under 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, subcontractor, 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" includes, 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.

1.35.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing 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.

- 1.35.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.30 above.
- 1.35.4 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.
- 1.35.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1.35.5.1 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
 - 1.35.5.2 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 ends during the duration of the project.
- 1.35.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.35.7 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.
- 1.35.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers’ Compensation, 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.
- 1.35.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 1.35.9.1 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.
 - 1.35.9.2 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.
 - 1.35.9.3 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.
 - 1.35.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.35.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.35.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 1.35.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 1.35.9.6 Notify the governmental 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
 - 1.35.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.35.1.1 – 1.35.9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

- 1.35.10 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 of 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.
- 1.35.11 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.

By the submission of a response to this RFP, Offeror acknowledges that they have read and understand the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind their acceptance of the Offeror's proposal. The insurance requirements are part of this package.

1.36 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CDT, Tuesday, June 28, 2016, to:

**Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701**

Courthouse Security: Bidders are advised that all visitors to the Courthouse must pass through Security. Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

County Holidays – 2016:

January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
March 25	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday & Friday	Thanksgiving
December 23 & 26	Friday & Monday	Christmas

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Offeror.

Jefferson County will not accept any responsibility for proposals being delivered by third party carriers.

Offeror must submit one (1) original and six (6) exact duplicate, numbered copies of the proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

1.37 Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

1.38 Questions

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or via email at jwest@co.jefferson.tx.us; or County Judge Jeff Branick's office at 409-835-8466.

1.39 Tentative Schedule of Events

May 23, 2016	Issuance of Request for Proposal
June 28, 2016	Deadline Submission (late proposals will not be considered)
Week of July 4, 2016	Proposals distributed to Evaluation Committee
July 13, 2016	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
Week of July 25, 2016	Conduct Interview/Best and Final Offer/Short List
August 8, 2016	Recommendation for Award

Please note:

The above schedule of events is *tentative* in nature. Dates listed are subject to change.

2. Response Format

2.1 Introduction

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal
- h. Other information that may be helpful in the evaluation

2.3 Transmittal Letter

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

The transmittal letter must include a statement of acceptance of the Standards of Performance for the contract resulting from this RFP.

2.4 Executive Summary

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

2.5 Table of Contents

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

2.6 Offeror Identifying Information

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offerors performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offerors principal contact person regarding all contractual matters relating to this RFP;
- f. The Offerors Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

2.7 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal

relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

3. Proposal Submittal

The Proposal is due no later than 11:00 AM CDT, June 28, 2016, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Management Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) original and six (6) copies of the proposal should be mailed or delivered to:

Jefferson County Purchasing Department
First Floor
1149 Pearl Street
Beaumont, TX 77701
- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

4. Scope of Services

4.1 Goals and Objectives

Jefferson County, Texas is accepting responses to this Request for Proposals (RFP) from firms experienced in managing sports and entertainment facilities and that are interested in providing management services for the Ford Park Entertainment Complex located in Beaumont, Texas. The management firm shall oversee all aspects of the complex including operations, concessions, scheduling, ticketing, and marketing.

Firms responding to this RFP must be prepared to undertake all aspects of facility management, marketing, and operations of the Ford Park Entertainment Complex. Respondents to the RFP shall be expected to meet or exceed the minimum qualifications set forth in this RFP document. The intent of this RFP is to select a facility management entity that is qualified and capable of operating and managing the Ford Park Entertainment Complex on behalf of Jefferson County.

All proposers are advised that The County has an obligation to negotiate in good faith with the current Ford Park Management Company for the extension of their agreement for the management of Ford Park.

The County intends the Ford Park Entertainment Complex as a high-quality complex that meets the needs of trade shows, consumer shows, meetings, entertainment, and community events. The County has identified the following operational goals for the complex. The intent is to achieve these goals in the most efficient and cost effective manner. Proposers should consider these goals an important part of the RFP process, as their ability to meet them will be carefully evaluated in the selection process. Goals that have been identified at this point are summarized below.

- Manage day-to-day operations of the complex in a cost effective, high quality, and efficient manner
- Develop and market products and services associated with the complex
- Management and creation of systems and policies to eliminate unnecessary operating expenses
- Work to ensure that events, exhibitions, trade shows, and other meetings are attractive to and retained at the complex by producing exhibitor-friendly and cost effective environment
- Properly maintain and safeguard the County's investment in the complex through the exercise of the highest standards of maintenance and preservation, and as the need arises, recommend capital improvements
- Provide superior services to users of the complex and patrons and visitors attending events at the complex, thereby maximizing customer satisfaction as exhibited by industry-wide positive image of the complex, and maximizing re-bookings
- Develop and oversee a customer friendly, cost efficient labor workforce
- Maximize the economic impact to the community, region, and state (via the accommodation of non-local events, trade shows, conferences, and meetings) and overall utilization of the facility, while focusing on minimizing the annual operating cost for the complex
- Develop and implement initiatives to penetrate new markets, attract new events and promote the complex to enhance the usage of the complex and to increase local and nearby motel occupancy

4.2 Facility Information

Ford Park Entertainment Complex is a state of the art multipurpose facility that has been under the management of SMG since its opening. The current contract with SMG is due to expire on March 31, 2017.

The complex is made up of 5 facilities on 221 acres. The five facilities (as described below) are: Ford Fields; Ford Pavilion; Ford Arena; Ford Exhibit Hall; and Ford Midway. The complex also offers Meeting Rooms and The Barns.

- **Ford Fields** – opened in 2002. It is comprised of 12, championship caliber, fast pitch youth softball/baseball fields. Each field has hard covered stands and all-weather-in fields. The complex has one centralized gate, concession stands, restrooms, and 1,000 on-site parking spaces.

- **Ford Pavilion** – opened in the Spring 2003. The 14,000-seat Pavilion has first class amenities including state-of-the-art lighting and sound, ample parking, restrooms, food and beverage plazas.

- **Ford Arena** – opened in the Fall of 2003. The 8,500 seat multi-purpose arena hosts concerts, rodeos, circuses, motor sports and many other special events.

 - **The Arena Club** – A 2,300 sq. ft. club room inside the arena hosts meetings and large group events.

 - **The Arena Floor** - The arena floor offers a location that can be personally designed for sit-down dinners with parties of 250 to 1,000. It can also be used for trade and consumer show floor space.

- **The Main Lobby** – A 1,000 sq. ft. lobby that can be setup for formal banquets with parties of 200, into a “nightclub” for teen dance parties, or concert hall for up to 800.

- **Meeting Rooms** - Ford Park has 8 meeting rooms ranging in size from 525 sq. ft. to 1,680 sq. ft.

- **Ford Exhibit Hall** – opened in the Fall of 2003. The 48,000 sq. ft. of exhibit space includes eight individual meeting rooms, an 11,000 square foot lobby or pre function space, a full kitchen for catering, concession stands and restrooms. The exhibit hall is flexible enough to accommodate small banquets for 200 up to large company picnics for 1,000+. The exhibit hall also hosts concerts as well as consumer and trade shows. Ford Exhibit Hall is attached to the Arena offering a combined 83,000 sq. ft. of space.

- **The Barns** - Two free-span, open air barns offering space for such events as a company picnic, trail ride, or family reunion. The large barn measures to 44,000 sq. ft. while the small barn measures to 25,000 sq. ft. Call for rates.

- **Ford Midway** – opened in the Fall of 2003. With 9 acres of paved Midway, there is plenty of room for festivals, fairs, and rodeos. Structures in Ford Midway include a 45,000 sq. ft. practice arena, over 25,000 sq. ft. of covered barn space and a dedicated parking area.

4.3 Concessions and Catering

Concessions and Catering Services for the Complex are currently being provided by SAVOR/SMG, and compensated at a rate of 2.5% gross receipts.

4.4 Ticketing Service

The ticketing service under contract for Ford Park is Ticketmaster. The term for this contract coincides with the current SMG management agreement.

4.5 Commercial Rights

Service for commercial rights at the Complex (advertising signage, sponsorships, premium seating, food and beverage product branding, pouring rights, etc.) are currently compensated through SMG's management.

4.6 Financials

Audited Financial Statements for the period ending September 30, 2014 are provided in these specifications. See Appendix A.

Audited Financial Statements for the period ending September 30, 2015 are provided in these specifications. See Appendix B.

4.7 Staffing

A complete list of full-time SMG employees at the Complex by title and salary range is provided in these specifications. See Appendix C.

4.8 Event History

An event history for the complex for Fiscal Years 2014 and 2015 are provided in these specifications. See Appendix D.

4.9 Marketing Plan

The current Marketing Plan for the Complex is provided in these specifications. See Appendix E.

5. Project Requirements

5.1 Objective

Responses should be prepared simply and economically, providing a straightforward and concise description of the responder's experience and qualifications related to the operation and management of Ford Park. At a minimum the following information should be included in your response. This outline is not all inclusive and respondents can provide additional information as deemed appropriate.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, the submissions in response to this RFP must be organized in the following manner:

5.2 General Information

Provide a transmittal letter that specifically states the responder understands of the work to be accomplished and briefly outlines the responder's strengths in providing the required services. The letter should also state that responder meets or exceeds the minimum qualification criteria previously outlined. This letter should be signed by an authorized corporate officer for each entity included as a team proposal.

Include the name of responder's firm/entity, address, telephone number, name of contact person, and the title of the RFP.

Provide a description of the proposing entity's current legal status (i.e. Corporation, Partnership, Sole Proprietor, Joint Venture, etc.)

Provide the proposing entity's current Federal and State Identification Numbers.

5.3 Firm Background and Qualifications

Provide a profile of your organization and describe its legal structure, principal officers and organizational structure. The responder must identify and distinguish between its own experience and qualifications and that of any parent entity, predecessor and/or wholly-owned or partially-owned subsidiary of the responder.

Provide a copy of any organization profile, sales brochure or other documentary information pertaining to your organization.

Provide resumes of key personnel and principals of the organization. Identify the extent to which each principal executive or staff member will be involved in the management of Ford Park Entertainment Complex and whether such involvement will be on a fully informed daily basis or in an advisory capacity.

Provide audited and certified financial statements for your organization's last three years of operation. If the responder is a Joint Venture, a copy of the Joint Venture agreement must be submitted for each party.

Provide a complete and detailed history of your organization's facility management experience for the last five years. Information provided should include a description of services provided, examples of successful operational strategies and the term of the management contract.

Provide a list of all facilities managed by your organization on behalf of public entities.

Provide an explanation of your organization's experience in working with public entities and other entities that market facilities for a public entity including cooperative efforts. Provide examples

of non-sporting events your organization has booked at arenas similar to Ford Park Arena, indicating the name of the event(s), where and when the event(s) occurred, and the event(s) attendance. Using specific examples, explain how your organization has effectively booked top-rate concert and family shows.

Each of the successful Offerors personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

5.4 Financial Sustainability:

To the extent available, proposers are encouraged to provide the following financial documents:

1. Balance Sheets for the prior three years.
2. Income Statements for the prior three years.
3. Statements of Cash Flows for the prior three years.
4. Statements of changes in stockholder's equity for the prior three years.
5. Notes to Financial Statements.
6. Corporate/partnership federal income tax returns for the last completed fiscal year.
7. Credit Report (e.g., Dun & Bradstreet Report)
8. Credit history letter(s) from financial institution(s).
9. Most recent quarterly financial statement.

In any event, should Jefferson County require evidence of financial stability other than what is submitted, the proposers will be expected to provide such acceptable evidence in order for their proposer to be considered responsive to this RFP.

5.5 Background and Project Summary

Provide a description of the overall philosophy and approach for the management and operation of the Ford Park Entertainment Complex. Provide information describing the proposed strategies, policies, and procedures to be employed in managing the Ford Park Entertainment Complex that clearly addresses the scope of services presented in this RFP.

5.6 Terminated Contracts

List any contracts (of the proposer) for Management and Operation Services of a facility that were terminated or not renewed within the past ten (10) years, including reasons for termination or non-renewal and whether the termination or non-renewal was initiated by the proposer or the facility.

5.7 Management Plan

Provide an explanation of the overall philosophy on how you would manage and operate the Ford Park Entertainment Complex. This may include:

An overview of the plan for transitioning from an existing management entity to your organization, including key steps, a timeline of critical milestones and a description of roles and responsibilities;

A suggested management organizational chart for key management of the Ford Park Entertainment Complex, including positions at the corporate and local levels;

Description of the reporting structure between facility management and corporate offices and Jefferson County;

Description of the resident management personnel that could be assigned to Ford Park Entertainment Complex;

Actual examples of management/financial reports used by your organization to advise governmental entities of performance;

5.8 Marketing Plan

Provide an explanation of the overall philosophy you would use to market Ford Park Entertainment Complex, including:

- A summary of components of a sales and marketing plan that you would consider for use at the Ford Park Entertainment Complex. Include elements that address your innovative and creative approach to the unique conditions with respect to the Ford Park Entertainment Complex.
- An overview of marketing and promotional concepts that will further the goals of Ford Park Entertainment Complex as a premier venue and maximize the benefits of Ford Park Entertainment Complex to Southeast Texas and surrounding areas;
- Description of your approach to booking/scheduling, promoting, advertising and marketing events at the Ford Park Entertainment Complex;
- Description of past experience working with entities such as Jefferson County or other entities in marketing and booking events. Describe how event scheduling and promoting will be coordinated with other entities;
- Identification of any competing facilities managed by your organization, including any facilities in the State of Texas regardless of size, and any facilities anywhere in the United States that are of such a size or in such a market as to compete with Ford Park Entertainment Complex for booking events. Present a plan for preventing any conflict of interest in managing competing facilities.

5.9 Operations and Management

Provide an operations and management plan that describes the operating policies and procedures for managing and operating the Ford Park Entertainment Complex, including approaches related to labor supplier and management, security, customer service, repair and maintenance and other primary building functions, training programs offered to staff, financial management, risk management, life/safety management, employee

management, and administrative policies and procedures. Include the key elements of a management plan for the Ford Park Entertainment Complex to include considerations for cost containment/expense reduction, revenue enhancement (including non-operating revenue sources), customer service improvement, enhanced economic impact generation for Jefferson County, improvements to building maintenance procedures, and other key Ford Entertainment Complex operational characteristics.

5.10 Financial Plan

Provide an explanation of the overall financial plan for the Ford Park Entertainment Complex including:

Summarize your proposed strategy for minimizing the annual operating expenses and maximizing the annual operating revenues of the Ford Park Entertainment Complex. Your strategy should be based on existing understanding of the Ford Park Entertainment Complex operations and/or your overall approach for maximizing revenues and minimizing expenses;

Understanding the Jefferson County will be financially responsible for and will have final approval of capital improvements, please provide a description of your entity's role with respect to identifying and prioritizing capital improvements, including approval, billing, purchasing, and letting of contracts.

6. Proposal Evaluation and Selection Process

6.1 Introduction

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

6.2 Compensation Proposal

All proposers are advised that the current Ford Park Management Company made a capital contribution to facility improvements when the original contract was executed. At the end of Fiscal 2016 Year, the present contract term with such management company the unamortized amount of (\$23,333.00) of such original capital contribution will be required to pay this amount to the current management company in the event their contract is not renewed and a new management firm is selected.

Please provide an outline of a potential compensation proposal that you may be willing to enter into if selected as the Ford Park Entertainment Complex manager. Jefferson County is seeking creative compensation proposals, which may include, but should not be limited to, the following basic structure:

- At Risk Operator Structure – in such a scenario, the selected entity would be solely responsible for the operations of the Ford Park Entertainment Complex, retaining all operating revenues and accepting all responsibility for all operating expenses, including any potential operating losses.
- Base and Incentive Fee Structure – under this plan, the selected entity would receive a base fee and potential incentive fee in exchange for operating the facility, while all operating revenues and expenses would be allocated to Jefferson County.
- Other Compensation Plan – please identify any alternative compensation plans related to the operation of the Ford Park Entertainment Complex that Jefferson County should consider as a part of your submission. This could include options for risk sharing, marketing participation or such options which could further promote the success of the Ford Park Entertainment Complex and limit Jefferson County's operating exposure.
- The intent of this request is to obtain a preliminary understanding of the potential compensation structures that may be required in a new management agreement for the Ford Park Entertainment Complex.

6.3 Proposal Evaluation and Selection

Prior to the receipt of proposals, the County will establish an Evaluation Committee.

6.4 Evaluation Criteria (Total 100 Points)

Experience in the Industry Network of Promoters Ticket Master Sales	20 points
Experience in the region	20 points
Compensation (total 35 points)	
Management Fee	20 points
Food and Beverage Fee	10 points
Other fees	5 points
Quality of Management Team	10 points
Marketing Plan	5 points
Financial Soundness	10 points

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and make a recommendation to the Commissioners' Court.

Upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

Non-Disclosure Agreement

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Offeror Must Complete and Return This Page With Offer.

Vendor References

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Offeror Must Complete and Return This Page With Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... **Yes** **No**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Offeror Must Complete and Return This Page With Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p style="text-align: center;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your bid.

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized
Representative

Signature

Title

Date

Offeror Must Complete and Return This Page With Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Offeror Must Complete and Return This Page With Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.

- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Offeror Must Complete and Return This Page With Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 2016.

Notary Public in and for
the State of _____

Offeror Must Complete and Return This Page With Offer.

APPENDIX A

4.6 Financials

SMG OPERATIONS – FORD PARK

AUDITED FINANCIAL STATEMENTS

SEPTEMBER 30, 2014

SMG OPERATIONS – FORD PARK

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PATILLO, BROWN & HILL, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

INDEPENDENT AUDITORS' REPORT

To the Management of
SMG/Ford Park
Beaumont, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of SMG Operations – Ford Park as of and for the year ended September 30, 2014, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SMG Operations – Ford Park as of September 30, 2014, and the changes in financial position and cash flows thereof, for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the operations managed by SMG Operations – Ford Park, and do not purport to, and do not, present fairly the financial position of Jefferson County, Texas, as of September 30, 2014, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

PaHillo, Brown & Hill, L.L.P.

Waco, Texas
March 17, 2015

SMG OPERATIONS - FORD PARK

STATEMENT OF NET POSITION

SEPTEMBER 30, 2014

ASSETS

Current assets:

Cash and investments	\$ 897,102
Accounts receivable (note 2)	61,068
Prepaid expenses	2,914
Inventory, at cost	<u>31,768</u>

Total assets \$ 992,852

LIABILITIES AND NET POSITION

Current liabilities:

Accounts payable	113,627
Accrued expenses	182,974
Deferred revenue (note 3)	80,100
Customer deposits	<u>42,655</u>
Total liabilities	<u>419,356</u>

Net position:

Unrestricted 573,496

Total liabilities and net position \$ 992,852

The accompanying notes to the financial statements are an integral part of the statement.

SMG OPERATIONS - FORD PARK

**STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION**

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014

OPERATING REVENUES

Charges for services	\$ 3,018,785
Total operating revenues	<u>3,018,785</u>

OPERATING EXPENSES

Administrative	140,074
Contracted services	3,113
Insurance	430,855
Event expenses	1,539,575
Maintenance and repairs	217,975
Management fees	121,701
Materials and supplies	86,842
Operations expenses	61,034
Salaries and benefits	1,440,812
Utilities	<u>910,003</u>
Total operating expenses	<u>4,951,984</u>

OPERATING INCOME BEFORE TRANSFERS (1,933,199)

TRANSFERS 2,042,039

CHANGE IN NET POSITION 108,840

NET POSITION, BEGINNING 464,656

NET POSITION, ENDING \$ 573,496

The accompanying notes to the financial statements are an integral part of the statement.

SMG OPERATIONS - FORD PARK

STATEMENT OF CASH FLOWS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers and users	\$ 3,075,559
Payments to employees	(1,426,274)
Payments to suppliers	(3,405,606)
Net cash used by operating activities	(1,756,321)

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

Transfers in	2,042,039
Net cash provided by noncapital financing activities	<u>2,042,039</u>

NET DECREASE IN CASH 285,718

CASH AND CASH EQUIVALENTS, BEGINNING 611,384

CASH AND CASH EQUIVALENTS, ENDING \$ 897,102

RECONCILIATION OF OPERATING LOSS TO NET

CASH USED BY OPERATING ACTIVITIES

Operating loss	\$(1,933,199)
Net cash used by operating activities:	
Changes in assets and liabilities	
Accounts receivable	47,996
Prepaid expenses	(829)
Inventory	13,932
Customer deposits	11,061
Accounts payable	83,603
Accrued expenses	24,052
Deferred revenue	(2,937)
Total changes in assets and liabilities	<u>176,878</u>
Net cash used by operating activities	<u>\$(1,756,321)</u>

The accompanying notes to the financial statements are an integral part of the statement.

SMG OPERATIONS – FORD PARK

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2014

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Jefferson County, Texas (the “County”) was created in 1836 and organized in 1837 as one of the original counties of the Republic of Texas. The County operates under a Commissioners’ Court form of government. Some of the services of the County include operation of a detention system, construction and maintenance of roads, various levels of civil and criminal courts, a district attorney’s office, a county sheriff’s department, juvenile probation and detention, a mosquito control, a library, and other public health and social welfare services. The following is a summary of the most significant accounting and reporting policies and practices used by the County.

A. Reporting Entity

The accompanying financial statements include only the revenue and expenditures related to operations at Ford Park managed by SMG.

B. Special Purpose Financial Statements

The County owns Ford Park, which consists of an amphitheater, arena, midway, exhibition hall, agricultural barns, and softball diamonds. The County has engaged SMG to manage, operate, and promote the facilities which comprise Ford Park. SMG is responsible for paying the operating expenses at Ford Park from revenues generated by the facilities at Ford Park. In the event operating expenses exceed operating revenues, the County is required to fund this excess.

C. Basis of Presentation – Fund Accounting

Jefferson County uses funds and account groups to report its financial position and results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

D. Basis of Accounting

The financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned, and expenses when they are incurred. The operations are accounted for using a cost of service or “capital maintenance” measurement focus. This means that all assets and liabilities (whether current or non-current) associated with their activity are included in the fund’s statement of net position.

E. Capital Assets

Jefferson County has decided that all the capital assets relating to Ford Park should be accounted for by the County in order to maintain proper accountability and control.

F. Statement of Cash Flows

For purposes of the statement of cash flows, all highly liquid investments with a maturity of three months or less when purchased are considered to be cash equivalents.

G. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

II. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following as of September 30, 2014:

Billed settlement charges -	
Rent and other event expenses	\$ 88,772
Allowance	(27,704)
	<u>\$ 61,068</u>

III. DEFERRED REVENUE

Deferred revenue consists of income not yet earned on suites sold for Ford Park Arena, advanced ticket sales, and boxes sold for the amphitheater. It also includes deferred sponsorship income and naming rights.

APPENDIX B

4.6 Financials

SMG OPERATIONS – FORD PARK

AUDITED FINANCIAL STATEMENTS

SEPTEMBER 30, 2015

SMG OPERATIONS – FORD PARK

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P A T T I L L O , B R O W N & H I L L , L . L . P .
 CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

INDEPENDENT AUDITORS' REPORT

To the Management of
 SMG/Ford Park
 Beaumont, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of SMG Operations – Ford Park as of and for the year ended September 30, 2015, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SMG Operations – Ford Park as of September 30, 2015, and the changes in financial position and cash flows thereof, for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the operations managed by SMG Operations – Ford Park, and do not purport to, and do not, present fairly the financial position of Jefferson County, Texas, as of September 30, 2015, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
May 9, 2016

SMG OPERATIONS - FORD PARK

STATEMENT OF NET POSITION

SEPTEMBER 30, 2015

ASSETS

Current assets:

Cash and investments	\$	643,643
Accounts receivable (note 2)		130,417
Prepaid expenses		9,861
Inventory, at cost		<u>49,833</u>

Total assets 833,754

LIABILITIES

Current liabilities:

Accounts payable		75,290
Accrued expenses		211,110
Unearned revenue (note 3)		109,572
Customer deposits		<u>77,272</u>

Total liabilities 473,244

NET POSITION

Unrestricted \$ 360,510

The accompanying notes to the financial statements are an integral part of the statement.

SMG OPERATIONS - FORD PARK

**STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION**

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

OPERATING REVENUES

Charges for services	\$ 3,359,698
Total operating revenues	<u>3,359,698</u>

OPERATING EXPENSES

Administrative	123,814
Contracted services	2,655
Insurance	439,105
Event expenses	1,732,250
Maintenance and repairs	341,197
Management fees	129,433
Materials and supplies	118,065
Operations expenses	106,072
Salaries and benefits	1,468,411
Utilities	<u>896,190</u>
Total operating expenses	<u>5,357,192</u>

OPERATING INCOME BEFORE TRANSFERS (1,997,494)

TRANSFERS 1,784,508

CHANGE IN NET POSITION (212,986)

NET POSITION, BEGINNING 573,496

NET POSITION, ENDING \$ 360,510

The accompanying notes to the financial statements are an integral part of the statement.

SMG OPERATIONS - FORD PARK

STATEMENT OF CASH FLOWS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers and users	\$ 3,354,438
Payments to employees	(1,445,829)
Payments to suppliers	(3,946,576)
Net cash used by operating activities	<u>(2,037,967)</u>

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

Transfers in	<u>1,784,508</u>
Net cash provided by noncapital financing activities	<u>1,784,508</u>

NET DECREASE IN CASH (253,459)

CASH AND CASH EQUIVALENTS, BEGINNING 897,102

CASH AND CASH EQUIVALENTS, ENDING 643,643

RECONCILIATION OF OPERATING LOSS TO NET

CASH USED BY OPERATING ACTIVITIES

Operating loss	(1,997,494)
Net cash used by operating activities:	
Changes in assets and liabilities	
Accounts receivable	(69,349)
Prepaid expenses	(6,947)
Inventory	(18,065)
Customer deposits	34,617
Accounts payable	(38,337)
Accrued expenses	28,136
Deferred revenue	<u>29,472</u>
Total changes in assets and liabilities	<u>(40,473)</u>
Net cash used by operating activities	<u><u>\$(2,037,967)</u></u>

The accompanying notes to the financial statements are an integral part of the statement.

SMG OPERATIONS – FORD PARK

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2015

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Jefferson County, Texas (the “County”) was created in 1836 and organized in 1837 as one of the original counties of the Republic of Texas. The County operates under a Commissioners’ Court form of government. Some of the services of the County include operation of a detention system, construction and maintenance of roads, various levels of civil and criminal courts, a district attorney’s office, a county sheriff’s department, juvenile probation and detention, a mosquito control, a library, and other public health and social welfare services. The following is a summary of the most significant accounting and reporting policies and practices used by the County.

A. Reporting Entity

The accompanying financial statements include only the revenue and expenditures related to operations at Ford Park managed by SMG.

B. Special Purpose Financial Statements

The County owns Ford Park, which consists of an amphitheater, arena, midway, exhibition hall, agricultural barns, and softball diamonds. The County has engaged SMG to manage, operate, and promote the facilities which comprise Ford Park. SMG is responsible for paying the operating expenses at Ford Park from revenues generated by the facilities at Ford Park. In the event operating expenses exceed operating revenues, the County is required to fund this excess.

C. Basis of Presentation – Fund Accounting

Jefferson County uses funds and account groups to report its financial position and results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

D. Basis of Accounting

The financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned, and expenses when they are incurred. The operations are accounted for using a cost of service or “capital maintenance” measurement focus. This means that all assets and liabilities (whether current or non-current) associated with their activity are included in the fund’s statement of net position.

E. Capital Assets

Jefferson County has decided that all the capital assets relating to Ford Park should be accounted for by the County in order to maintain proper accountability and control.

F. Statement of Cash Flows

For purposes of the statement of cash flows, all highly liquid investments with a maturity of three months or less when purchased are considered to be cash equivalents.

G. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

II. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following as of September 30, 2015:

Billed settlement charges -	
Rent and other event expenses	\$ 132,454
Allowance	(2,037)
	<u>\$ 130,417</u>

III. UNEARNED REVENUE

Unearned revenue consists of income not yet earned on suites sold for Ford Park Arena, advanced ticket sales, and boxes sold for the amphitheater. It also includes unearned sponsorship income and naming rights.

APPENDIX C

4.7 Staffing

SMG - Ford Park Administrative Salaries & Benefits Budget Summary

Dept	Title	
Executive		
	1 General Manager	
	1 Booking/Sales Administration	
	- Receptionist (PT)	
	Subtotal Executive	<u>\$ 258,786.00</u>
Finance		
	1 Director of Finance	
	1 Accounting Staff	
	1 Human Resource Coordinator	
	- AP Clerk (PT)	
	Subtotal Finance	<u>\$ 241,347.00</u>
Sales & Marketing		
	1 Director of Sales & Marketing	
	- Sales Coordinator	
	1 Marketing Coordinator	
	Subtotal Sales & Marketing	<u>\$ 164,966.00</u>
Operations		
	1 Operations Director	
	- Operations Manager	
	1 Housekeeping Supervisor	
	1 Changeover Supervisor	
	- Maintenance Tech/HVAC (PT)	
	1 Maintenance Supervisor	
	1 Fields Supervisor	
	- Laborers (PT)	
	Subtotal Operations	<u>\$ 396,176.00</u>
Event Services		
	- Event Services Director	
	- Event Manager	
	2 Event Coordinator	
	1 Bldg Security Supervisor	
	- Event Staff (PT)	
	Subtotal Event Services	<u>\$ 165,010.00</u>
Box Office		
	1 Box Office Manager	
	- Box Office Supervisor (PT)	
	- Box Office Staff (PT)	
	Subtotal Box Office	<u>\$ 67,509.00</u>
Food & Beverage		
	1 Director of Food & Beverage	
	1 Catering Manager	
	1 Concessions Manager	
	1 Executive Chef	
	1 F&B Finance Coordinator	
	- Lead Supervisors (PT)	
	Subtotal F&B	<u>\$ 357,226.00</u>
		<u><u>\$ 1,651,020.00</u></u>

APPENDIX D

4.8 Event History

FY14

Event Type	Quantity
Assembly	5
Banquet	9
Consumer/Public	11
Concert	4
Convention	7
Entertainment	4
Family Show	17
Meeting	10
Sporting	3
Softball/Baseball	78
Other	18
Tenant	8

174

FY15

Event Type	Quantity
Assembly	3
Banquet	10
Consumer/Public	9
Concert	4
Convention	7
Entertainment	5
Family Show	6
Meeting	8
Sporting	6
Softball/Baseball	73
Other	30
Tenant	9

170

APPENDIX E

4.9 Marketing Plan

Approved FYE16 Operating Budget marketing allocations are as follows:

Website Maintenance	Ticketmaster Messenger	\$ 3,500	\$ 3,500
Travel	EAMC (Airfare/Hotel) - 2 ppl	\$ 3,000	\$ 4,500
	SMG National Marketing Summit (Airfare/Hotel) - 1 person	1,000	
	Local (Mileage - Ticket Deliveries, Sign Hanging)	500	
Meals & Entertainment	EAMC - 2 ppl	\$ 500	\$ 1,000
	SMG National Marketing Summit - 1 person	250	
	Business Entertainment	250	
Meetings & Conventions	EAMC Registration - 2 ppl	\$ 1,000	\$ 1,400
	SMG National Marketing Summit - 1 person	400	
Dues & Subscriptions	Beaumont Enterprise	\$ -	\$ 30
	Beaumont Rotary Club	-	
	Beaumont Press Club	30	
Office Supplies		\$ 500	\$ 1,000
	Stationary & envelopes	350	
	Business Cards	150	
Advertising	Local PR/Advertising	\$ 12,500	\$ 15,000
	TVEyes - Media Monitoring Service	2,500	
Photography Expense	Updated Overhead Facility Image Shots	\$ -	\$ -
PR Activities		\$ -	\$ -
PR Firm/Agency Fees	Graphic Design Fees	\$ 500	\$ 500
Promotional	Promo items	\$ 1,000	\$ 1,000