



# City of Galveston

DEPARTMENT OF PARKS AND RECREATION  
2222 – 28<sup>th</sup> Street | Galveston, TX 77550  
409-797-3700

June 12, 2021

To: Brian Maxwell, City Manager  
Hon. Mayor and City Council Members

From: Cesar Garcia, Director of Parks & Recreation

**RE: CONSIDER FOR APPROVAL AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONCESSIONAIRE AGREEMENT WITH VERTEX HOLDINGS, LLC TO PROVIDE FOOD, BEVERAGE, ALCOHOL SALES, BEACH EQUIPMENT RENTALS, BEACH POCKET PARKS #1 AND #2. TERM OF THE AGREEMENT IS 3 YEARS WITH TWO ONE-YEAR RENEWAL OPTIONS. CONCESSIONAIRE AGREEMENT LEASE AMOUNT WILL BE \$1,950.00 FOR POCKET PARK # 1 AND \$36,000 PLUS 10% OF GROSS SALES FOR POCKET PARK # 2 ANNUALLY.**

## I. Background

- A. On April 20, 2021 City staff advertised RFP 21-06 seeking proposals for Parks Concessions and Vending Services at various city-wide locations.
- B. The City received multiple proposals to provide concessionaire services at the locations listed herein.
- C. Vertex Holdings, LLC was selected as staff's recommendation to enter into a concessionaire agreement. The vendor was selected following a competitive bid process using RFP # 21-06 titled Parks Vending & Concessions Services. Below is the evaluation summary for the submitted proposals after completion of the evaluation matrixes by members of the review committee.

RFP 21-06 Parks Concessions & Vending Services (Pocket Park # 1)

	Proposal Candidate	Total Score	Rank
1)	Vertex Holdings, LLC	2,350	1

RFP 21-06 Parks Concessions & Vending Services (Pocket Park # 2)

	Proposal Candidate	Total Score	Rank
1)	Vertex Holdings, LLC	1,532	1
2)	Tipsy Turtle Seaside Bar & Grill	1,500	2





# City of Galveston

DEPARTMENT OF PARKS AND RECREATION  
2222 – 28<sup>th</sup> Street | Galveston, TX 77550  
409-797-3700

## II. Current Situation

- A. Both Pocket Park # 1 and Pocket Park # 2 currently provide vending services to park patrons.

## III. Alternatives

- A. Approve authorizing the City Manager to enter into a Concessionaire Agreement with Vertex Holdings, LLC to provide vending services at Pocket Park # 1 and Pocket Park # 2.
- B. Do not approve the authorization.

## IV. Recommendation

Approval of Staff's Recommendation to allow the City Manager to enter into a Concessionaire Agreement with Vertex Holdings, LLC to provide vending services.

## V. Fiscal Impact Report

- A. Vending revenue of \$1,950.00 for Pocket Park # 1 and \$36,000.00 plus 10% gross sales for Pocket Park # 2 annually.

Requested by: Cesar Garcia  
Director of Parks & Recreation

Cost of Implementation: N/A

Respectfully Submitted,

Approved,

\_\_\_\_\_  
Cesar Garcia  
Director of Parks & Recreation

\_\_\_\_\_  
Brian Maxwell  
City Manager





# City of Galveston

## Purchasing Division

purchasing@galvestontx.gov | 409.797.3579 | [www.galvestontx.gov](http://www.galvestontx.gov)

6/16/2021

Vertex Holdings, LLC  
2126 Shellbark Way  
Texas City, Texas, 77568  
Gregory.Picard@VertexHoldingsllc.com

RE: Parks Concession and Vending Services

Dear Sir/Madam:

The City of Galveston is pleased to inform you that your company has been selected to receive a contract for the above item. No contract is awarded until such time as approved by the City Council of the City of Galveston. Staff anticipates the City of Galveston Council to approve the award on 6/24/2021. This is a single vendor award contract and payment will be made by a purchase order issued by the City of Galveston. The City appreciates the time and effort given to your solicitation.

The State of Texas adopted a required form through House Bill 1295. It is called the Disclosure of Interested Parties – Form 1295. It is required for all of our vendors with contracts of at least \$1,000,000.00 or that have gone before and been approved by Galveston's City Council. Please visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) to fill out the required document. You will need to print, sign, as an unsworn declaration, before filing with the City.

Your contract number from the City of Galveston is COG-CON-21-678; you will need this number when filling out the form online. Please include the following documents with your signed and notarized contract: completed Form 1295, and Certificate of Insurance, naming the City of Galveston as the additional insured. Return all originals to the address above, or you may scan a color copy of the documents listed above to [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov), no later than 5 business days. Please contact us if you have any questions.

Sincerely,

Michael Caruso – CTCD  
Purchasing Manager  
Finance Department - Purchasing



**CONTRACT FOR SERVICES**  
**Parks Concession and Vending Services**  
**Pocket Park 1 and Pocket Park 2**

This Contract (the “Contract”) is made and entered into this \_\_\_\_\_ day of Month, 201X, by and between the City of Galveston (“City”), a Texas home-rule municipality, and **Vertex Holdings, LLC**, (Company), located at 2126 Shellbark Way, Texas City, TX 77568. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

**WHEREAS**, the City of Galveston desires to obtain services in connection with its Parks Concession and Vending Services for Pocket Part 1 and Pocket Park 2, within the City of Galveston (“City”) and Vertex Holdings, LLC (“Company”) desires to provide such services; and

**WHEREAS**, this Agreement between the Parties consist of the terms and conditions set forth herein, and **Exhibit A – Pocket Park 2 and Exhibit B – Pocket Park 1**, identified as the proposal from the Company for the scope of services, and those document(s), attached and incorporated for all purposes for the following Project:

**Parks Concessions and Vending Services RFP 21-06**

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

**1.SCOPE OF SERVICES:** Company will provide the services (“Work”) to the City in connection with the Project, more specifically described in **Exhibit A – Pocket Park 2 and Exhibit B – Pocket Park 1**, attached and fully incorporated for all intents and purposes. **NOTE: Alcohol sales are not permitted at Pocket Park 1.**

**2. COMPENSATION:** The Company shall compensate City for the Services at the agreed as expressed in **Exhibit A – Pocket Park 2 and Exhibit B – Pocket Park 1**. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

**3. EQUIPMENT:** The City may provide equipment to the Company so that the Company may provide its services in accordance with this agreement. The Company will be responsible for the maintenance, repair, and care of all equipment provided by the City. The City or its designee, as well as the County of Galveston, have the right of entry onto the leased premises at all times to inspect the equipment.

**4. ACCESS TO INFORMATION:** It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to City by the Company. The Company will provide the City or its designee access to log-ins to the Company’s Point of Sale System (POS) as outlined in Exhibit A – Pocket Park 2 and Exhibit B – Pocket Park 1.

**5. PREMISES:** The Company will be responsible for cleaning all service areas inside the concession areas/facilities. These areas/facilities are required to meet or exceed the Health Department requirements. The Company will be responsible for ensuring all trash and rubbish is picked up in and around the immediate areas/facilities as often as needed and removal of all garbage to the trash dumpster. The City or its designee, will have the right of entry onto the premises at all times.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession

practicing under similar circumstances at the same time and in the same locality.

**7. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

**8. CHANGES:** The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

**9. TERM:** The initial term of this agreement shall be for a period of three (3) years. The City, at its sole option, may exercise two (2) additional one (1) year options, to be served consecutively after the end of the initial term. The entire term of this agreement shall not last more than five (5) years.

**10. SCHEDULE AND DELIVERABLES:** Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A – Pocket Park 2 and Exhibit B – Pocket Park 1.

**11. FORCE MAJEURE:** In the event that the performance of any of the covenants of this agreement shall be prevented by an act of God, the acts and regulations of public authorities, or labor disputes, acts of the public enemy, acts of superior governmental authority, or other circumstances, or cause beyond their or its reasonable control, the City and Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented. In the above mentioned event, Company grants City the right to reschedule the performance(s) under the same terms and conditions of this contract.

**12. INSURANCE REQUIREMENTS:** Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

**\$2,000,000** general liability (includes products and personal, etc.)

**\$1,000,000** fire damage

**\$1,000,000** automobile damage

**\$500,000** workers compensation employers' liability

**Statutory** limits for workers compensation

Insurance coverage shall be on an **“occurrence basis”**

**13. TERMINATION:** This Agreement shall terminate according to the dates listed in the Terms section of this agreement. This Contract may be terminated prior to completion of the Work by either party upon 10 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and

specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

**14. INDEMNIFICATION. FOR CONSIDERATION RECEIVED,** Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

**15. INDEPENDENT CONTRACTORS:** The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

**16. PERMITS:** The Company shall obtain all necessary permits for performing its services at no costs to the City. All permits shall be visibly posted at all times in a conspicuous location. All permits associated with the project shall be sole responsibility of Company.

**17. PROTECTION OF PERSONS AND PROPERTY:** The Company is responsible for its own conduct. The City warrants that the venue will be of sufficient size, is of stable construction and is an open-air venue, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary.

**18. ASSIGNMENT:** Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

**19. NO WAIVER:** The failure of any party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

**20. ENTIRE AGREEMENT:** This Contract incorporates all provisions of the attached proposal for Parks Concessions and Vending Services for Pocket Park 1 and Pocket Park 2 as attached in Exhibit A – Pocket Park 2 and Exhibit B – Pocket Park 1. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The Company, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

**21. SEVERABILITY CLAUSE:** The phrases, clauses, sentences, paragraphs or sections of these

conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

**22. ATTORNEY'S FEES:** In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

**23. APPLICABLE LAW, VENUE, AND JURISDICTION:** This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

**24. NOTICES:** All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney  
City of Galveston  
823 Rosenberg, Suite 203  
Galveston, Texas 77553

Vertex Holdings, LLC  
2126 Shellbark Way  
Texas City, TX 77568P. O. Box 779

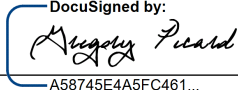
**IN WITNESS WHEREOF**, the parties have executed this Agreement in duplicate on the day and year first above written.

**CITY OF GALVESTON, TEXAS**

**Vertex Holdings, LLC**

By: \_\_\_\_\_

**Brian Maxwell, City Manager**

By:  \_\_\_\_\_  
A58745E4A5FC461...

**Gregory Picard, Owner**

**ATTEST:**

\_\_\_\_\_

**Janelle, Williams, City Secretary**



**APPROVED AS TO FORM**

\_\_\_\_\_

**City Attorney's Office**



## City of Galveston

### REQUEST FOR PROPOSAL

**Proposal Reference Number:** 21-06

**Project Title:** Parks Concessions and Vending Services

**Sealed Proposals Due to and Opened by City:** 10:00  
A.M.(CST), Monday, May 17, 2021

Electronic submittals are required: [Upload Submittal Here](#)  
***No Proposals submitted after the above deadline will be accepted.***

**Contact:** City of Galveston Purchasing Division at  
[purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov) or 409-797-3579.

## TABLE OF CONTENTS

<b>Table of Contents</b> .....	Page 1 & 2
<b>Request for Proposal</b>	
(1) Introduction.....	Page 3
(2) Contact Information .....	Page 4
(3) General Information .....	Page 4
(4) RFP Withdrawals and / or Amendments.....	Page 4
(5) Estimated Quantities .....	Page 5
(6) Proposal Submittal Requirements.....	Page 5
(7) Proposal Evaluation and Contract Award .....	Page 6
(8) Declaration of Policy .....	Page 8
<b>Appendix A - Proposal</b>	
(-) Label Format for Submittal Packet's Sealed Envelope .....	Page 9
<b>I. Required Proposal Information:</b>	
(1) Proposed Products and / or Services .....	Page 10
(2) Cost of Proposed Products and Services .....	Page 10
(3) Term of Contract and Option to Extend.....	Page 10
(4) Proposer's Experience / Staff.....	Page 11
(5) References .....	Page 12
(6) Trade Secrets and / or Confidential Information.....	Page 13
(7) Federal, State and / or Local Identification Information .....	Page 13
(8) Emergency Business Services Contact Notice.....	Page 13
(9) Cooperative Governmental Purchasing Notice .....	Page 14
<b>II. Contract Terms and Conditions:</b>	
(1) Delivery of Products and Services .....	Page 14
(2) Miscellaneous.....	Page 16
(3) Financial Responsibility Provisions.....	Page 17
<b>Appendix B - Conflict of Interest Form.....</b>	<b>Page 19</b>
<b>Appendix C - House Bill 89 Verification.....</b>	<b>Page 21</b>
<b>Appendix D - Property Tax Statement.....</b>	<b>Page 22</b>
<b>Appendix E - Nepotism Statement.....</b>	<b>Page 23</b>
<b>Appendix F - Non-Collusion Statement.....</b>	<b>Page 24</b>
<b>Appendix G - Document 00435.....</b>	<b>Page 25</b>
<b>Appendix H - No Intent to Submit Form.....</b>	<b>Page 26</b>
<b>Appendix I - Intentionally Left Blank.....</b>	<b>Page 27</b>

## **Appendix J - Scope of Services**

(1) Project Title .....	Page 28
(2) Scope of Services Contact.....	Page 28
(3) Special Conditions.....	Page 28
(4) Proposal Evaluation Factors.....	Page 29
(5) Brand Manufacture Reference.....	Page 29
(6) Key Events Schedule.....	Page 29
(7) Scope of Services.....	Page 29

# Galveston, Texas

## Request for Proposal

### 1. Introduction

- A. Project Overview: The City of Galveston is requesting proposals with the intent of awarding a contract for the purchase of goods and services for Parks Concessions and Vending Services as contained in Appendix J – Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to the Purchasing Division. Contact information provided in section 2 below.
  - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.
  - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
  - iv. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the proposal document or the submittal will be considered Non-Responsive.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix B. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or proposals, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the proposal packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

## 2. Contact Information

**Mailing Address:** City of Galveston, Purchasing Division, Room 300, PO Box 779, Galveston, Texas 77553

**Physical Address:** City of Galveston, Purchasing Division, 823 Rosenberg Street, Room 300, Galveston, Texas 77550

**Email Address:** [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov)

## 3. General Information

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Proposals:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that chapter. Vendor or contractor acknowledges that the solicitation is part of any resulting contract of the solicitation, as Exhibit A.

- C. All Proposers are hereby put on notice that if the Proposer is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.
- E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at \$100,000 or greater.

## 4. RFP Withdrawals and/or Amendments

- A. **RFP Withdrawal:** The City reserves the right to withdraw this RFP for any reason.
- B. **RFP Amendments:** The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have notified the Purchasing Division of their intent to Proposal, but failure to notify shall impose no obligation or liability on the City.

## 5. Estimated Quantities

An award of a contract to a vendor(s) does not guarantee the vendor(s) that the City shall issue any Purchase Orders for the offeror's goods or services, or guarantee any particular volume use, number, or sales.

## 6. Proposal Submittal Requirements

- A. Submittal Packet – How to submit: All Proposals must be submitted electronically. No Proposal will be accepted by mail or hand delivery. Proposals submitted by mail or hand delivery will be marked non-responsive. Submittals shall be submitted through the City of Galveston online portal at the URL address indicated in Appendix J. 3. Scope of Services – Special Conditions.
- B. Submittal Packet – Required Contents: All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. Offerors must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the title of the Proposal and on page 9 (nine) of Appendix A-Proposal. It is the Offeror's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Proposals will be accepted.
- D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Purchasing Office, by the City's online submittal portal, shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
- F. Proposal Document Format: All proposal documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. **The package must be in the order required in the Scope of Services.** The submittal must be written in pen or typed, signatures must be signed in pen, or a digital signature via the electronic submittal process, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed by the individual signing the proposal. The City only accepts proposals that are submitted through the online portal. The link is provided on the title page of this document and in Appendix J. 3. Scope of Work – Special Conditions. No hand delivered or mailed submittals will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding proposals must be addressed to the Purchasing Division [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov). The subject line must read "**RFP 21-06 Parks Concessions and Vending Services**". The question deadline will be addressed in Appendix J-Scope of Services. Responses will be answered after the question deadline in

the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Division will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

- H. Pre-Proposal Conferences: The date and time of a pre-proposal conference, if necessary, will be found in Appendix J-Scope of Services.
- I. Validity Period: Once the submittal deadline has passed, any proposal Document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

## 7. Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this project. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the proposal process without the express permission from the City's Purchasing Supervisor.
- B. All correspondence relating to this proposal, from advertisement to award, shall be sent to the City of Galveston's Purchasing Division. All presentations and/or meetings between the City of Galveston and the vendor relating to this proposal shall be coordinated by the City of Galveston Purchasing Division. The City reserves the right to determine which proposal provides the City with the best value and which will be in the City's best interest.
- C. Completeness: If the Proposal Document is incomplete or otherwise fails to conform to the requirements of the RFP, the City alone will determine whether the variance is so significant as to render the Proposal non-responsive.
- D. Ambiguity: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix J – Scope of Services or Appendix A – Proposal, the Appendices shall prevail.
- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.

- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- H. No Commitment: The Request for Proposal does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (Proposal/proposal) to this request, or to procure or contract for services or supplies.
- I. Protest Procedures: Any actual or prospective offeror who is allegedly connected with the solicitation or award of an offer may protest. The protest will be submitted in writing to the City of Galveston's Purchasing Division within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Division will promptly issue a decision in writing, via electronic mail, to the protesting person.
- i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing, via electronic mail, and contain the following information:
    - a. Name, address and telephone number of the protestor.
    - b. Identification of the solicitation or contract number and time.
    - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
    - d. Identification of the issue(s) to be resolved and statement of what relief is requested.
    - e. Arguments and authorities in support of the protest.
    - f. A statement that copies of the protest have been delivered, via electronic mail, to all interested parties in the invitation to bid or request for proposals process.
  - ii. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester deliver, via electronic mail, the protest to relevant parties.
  - iii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. Single Proposal Response: If only one bid or proposal is received in response to the Request for Proposal/Bid, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.
- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:

- i) The successful Proposer fails to perform in accordance with the provisions of these specifications; or
- ii) The successful Proposer violates any of the provisions of these specifications; or
- iii) The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
- iv) The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
- v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful Proposer seven (7) days written notice of such termination. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
- vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

## 8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
  - i. Increase the capacity of local M/WBE's to provide products and services.
  - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Proposer and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Proposer.
- C. Additionally, The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

## Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

- Appendix A (pages \_9\_ through \_17\_) must be included in the submittal.  
 Appendix B - G (pages \_18\_ through \_27\_) all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Appendix B – Conflict of Interest       | <input checked="" type="checkbox"/> Appendix E – Nepotism Statement                |
| <input checked="" type="checkbox"/> Appendix C – House Bill 89 Verification | <input checked="" type="checkbox"/> Appendix F – Non-Collusion Statement           |
| <input checked="" type="checkbox"/> Appendix D – Property Tax Statement     | <input checked="" type="checkbox"/> Appendix G – Certification Regarding Debarment |

Appendix J (pages \_29\_ through \_36\_) must be included in the submittal.

All Proposals delivered to the City of Galveston shall include this page with the submittal.

<b>RFP Number:</b>	<b>21-06</b>		
<b>Project Title:</b>	<b>Parks Concessions and Vending Services</b>		
<b>Submittal Deadline:</b>	<b>10:00 a.m CST, Monday, May 17, 2021</b>		
<b>Submit Electronically:</b> <a href="#">Upload Submittal Here</a>			
<b>Proposer Information:</b>			
<b>Proposer's Legal Name:</b>	Gregory E. Picard		
<b>Address:</b>	2126 Shellbark Way		
<b>City, State &amp; Zip</b>	Texas City, Texas 77568		
<b>Federal Employers Identification Number #</b>			
<b>Phone Number:</b>	770-268-9492	<b>Fax Number:</b>	
<b>E-Mail Address:</b>	Gregory.Picard@VertexHoldingsllc.com		
<b>Proposer Authorization</b>			
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Offeror.			
Printed Name and Position of Authorized Representative: <u>Gregory Picard</u>			
Signature of Authorized Representative: <u><i>Gregory Picard</i></u>			
Signed this <u>14th</u> (day) of <u>May</u> (month), <u>2021</u> (year)			

**Appendix A – Proposal Document (continued)**

***I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION***

**1. Proposed Products and/or Services**

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Material Safety Data Sheets (MSDS): If applicable, the successful Proposer shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: The Project Schedule will mirror the contract schedule with deliverables being the payments due to the City of Galveston on the 5<sup>th</sup> day of each month or after the next business day.

**2. Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Pricing Form: The pricing form, if provided in Appendix J.7. Scope of Services, will be considered the official pricing form for this solicitation. No other pricing will be considered or accepted as a part of the contract for goods or services for this solicitation. All pricing provided outside the official pricing form included will be void and will not be considered during any evaluation by the City of Galveston.
- C. Schedule of Pricing: **Only if a pricing form is NOT provided in Section Appendix J.7.,** shall an offeror quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		<b>TOTAL ALL LINE ITEMS</b>	\$	\$

D. Projected annual sales: \$800,000 .

**3. Term of Contract and Option to Extend:**

Any contract resulting from this RFP shall be effective for three (3) year upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor’s past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor’s cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be two percent (2%) per year. The City of Galveston will not accept, or agree, to any escalation clause higher than four percent (2%) per year. If an escalation clause of greater than the maximum allowed by the City, as stated previously, is inserted in the blanks below, the City will consider that the amount of escalation is 0%. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor’s rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City’s Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2025) ESCALATION ..... 2% %  
 SECOND ADDITIONAL YEAR (FY 2026) ESCALATION..... 2% %

**4. Proposer’s Experience / Staff**

- A. Project Team: Identify all members of the Proposer’s team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer’s business has been established and operating. If Proposer’s business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and

previous business entities operated by the principals, if different than present, must be provided;

**State the number of years' experience the business has:   1  ; and the number of employees:   2  .**

- D. Project Related Experience: All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

**5. References - This section is required.**

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: Fresh Hub Eatery	
Contact Name: Andrew Kruger	Contact Title: Partner/Owner
Phone: 603-475-3173	Email:
Date and Scope of Services Provided: 2019 Restaurant	

Reference #2:

Client / Company Name: The Colosseum Restaurant	
Contact Name: Micheal Todesca	Contact Title: Owner/Manager
Phone: 603-465-8500	Email:
Date and Scope of Services Provided: Over 30 years. Upscale Restaurant.	

Reference #3:

Client / Company Name: Mija Cantina and Bar	
Contact Name: Mike Winter	Contact Title: Partner/Owner
Phone: 617-620-2200	Email:
Date and Scope of Services Provided: 10+ years. Prominant Boston Restaurant	

Reference #4:

Client / Company Name: Texas Road House	
Contact Name: Doug Lyons	Contact Title: National Product Manager
Phone: 978-360-8958	Email:



Business Name: Vertex Holdings, LLC

Contract #: \_\_\_\_\_

Description: OwnerPrimary Contact (Name): Gregory PicardPrimary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: 770-268-9492

Secondary Contact (Name): \_\_\_\_\_

Secondary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

After Hours emergency opening fee, if applicable: \$ \_\_\_\_\_

**9. Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining inter-local agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase  No, Only the City can purchase.

**II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:**

**1. Delivery of Products and/or Services**

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 225 I, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: [accountspayable@galvestontx.gov](mailto:accountspayable@galvestontx.gov). See Appendix H for ACH Payment Information, if you elect to receive your payments according to Appendix H, fill out the form and return with your documents.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed

shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- G. Liquidated Damages: This section left intentionally blank.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS.
- (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

## 2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

- J. **Non-Discrimination:** During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

### 3. Financial Responsibility Provisions

- A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:
- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
  - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
  - iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for

personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. Indemnity for Intellectual Property: Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. Bond Requirements: If applicable, per the Scope of Work, prior to the commencement of work on this Project, Offeror shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:

- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
- ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
- iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
- iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

## Appendix B – Form CIQ

### INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

**WHO:** The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
  - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
  - b. contracts for the purchase or sale of real property, personal property including an auction of property;
  - c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

**THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:**

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

**EXCLUSIONS:** A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

**WHAT:** A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

**WHEN:** The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

**WHERE:** The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City’s website.***

**ENFORCEMENT:** Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

**NOTE:** The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

## CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

### For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE  
USE  
ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date  
Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

2.  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer 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.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?  
 Yes       No
- B. Is the filer of the questionnaire 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?  
 Yes       No
- 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 of 10 percent or more?  
 Yes       No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Gregory Picard  
 Signature of person doing business with the governmental entity

5/14/21

Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF  
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE  
PROPOSAL.**

## Appendix C – House Bill 89 Verification

**Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:**

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

I, Gregory Picard (Person name), the undersigned representative of (Company or Business Name) Vertex Holdings, LLC (hereinafter referred to as Company)

**being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named–above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- a. **Does not boycott Israel currently; and**
- b. **Will not boycott Israel during the term of the contract the above–named Company, business or individual with the City of Galveston, Texas.**

5/14/21  
DATE

Gregory Picard  
SIGNATURE OF COMPANY REPRESENTATIVE

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

## Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR  
DEEMING YOUR BID OR PROPOSAL  
“NON-RESPONSIVE.”**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

I do not owe the City property taxes that are delinquent.

I owe City property taxes that are delinquent on property located at

---

Gregory Picard

Proposer's Printed or Typed Name

*Gregory Picard*

Proposer's Signature

5/14/21

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A  
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE  
PROPOSAL.**

## Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

I am not related by blood or marriage to any official or employee of the City of Galveston

I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

If the Bidder or Proposer is **NOT** an individual:

The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: \_\_\_\_\_

Employee and title of City Official or Employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

## Appendix F - Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR Vertex Holdings, LLC

ADDRESS 2126 Shellbark Way, Texas City, TX 77568

---

PHONE 770-268-9492

FAX \_\_\_\_\_

PROPOSER (SIGNATURE) *Gregory Picard*

PROPOSER (PRINTED NAME) Gregory Picard

POSITION WITH COMPANY Owner

SIGNATURE OF COMPANY OFFICIAL  
AUTHORIZING THIS PROPOSAL *Gregory Picard*

COMPANY OFFICIAL  
(PRINTED NAME) Gregory Picard

OFFICIAL POSITION Owner

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

## Appendix G - Document 00435 The City of Galveston, Texas

### PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Gregory Picard

\_\_\_\_\_  
(Printed or typed Name of Signatory)

*Gregory Picard*

\_\_\_\_\_  
(Signature)

5/14/21

\_\_\_\_\_  
(Date)

**NOTE:** The penalty for making false statements in offers is prescribed in **18 U.S.C.**

**1001 END OF DOCUMENT 00435-FAA**

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

## Appendix H – No Intent to Submit Form

If your firm has chosen not to submit a Proposal for this procurement, please complete this form and submit to:

City of Galveston  
Purchasing Division  
PO Box 779  
Galveston, Texas 77553

City of Galveston  
Purchasing Division  
823 Rosenberg St. Room 300  
Galveston, Texas 77550

Please check all items that apply:

- |   |   |
|---|---|
| <input type="checkbox"/> Do not sell the item(s) required                               | <input type="checkbox"/> Cannot provide Insurance required              |
| <input type="checkbox"/> Cannot be competitive  | <input type="checkbox"/> Cannot provide Bonding required                |
| <input type="checkbox"/> Cannot meet specifications highlighted in the attached request | <input type="checkbox"/> Cannot comply with Indemnification requirement |
| <input type="checkbox"/> Job too large  | <input type="checkbox"/> Job too small                                  |
| <input type="checkbox"/> Do not wish to do business with the City of Galveston          | <input type="checkbox"/> Other: _____                                   |
| <input type="checkbox"/> Cannot submit electronically                                   |   |

COMPANY NAME (Please print): \_\_\_\_\_

Authorized Officer Name (Please print): \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

You may also email this form to: [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov).

## Appendix I - Intentionally Left Blank

## Appendix J – Scope of Work

### 1. Project Title: RFP 21-06 Parks Concessions and Vending Services

### 2. Scope of Work Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov).

### 3. Special Conditions

There are no bonding requirements for this solicitation.

**Proposal submittals must be uploaded to the City’s online electronic submission portal here: [Upload Submittal Here](#)**

**The maximum file size for upload is 250 mb.**

Electronic submittals must include the information below, in the order listed with tab pages at the beginning of each section. If additional information provided is not in a category listed below, include a miscellaneous section with a tab page entitled “Miscellaneous”. Failure to follow the instructions above may result in the disqualification of the submittal.

Proposals must be submitted in the following order:

- a. Required Documents – Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix G, and Acknowledgement of Addenda
- b. Usage Fee Proposal – how much will you pay to the City of Galveston for usage of facilities
- c. Qualifications – business summary, relevant information regarding business operations and size of company, brochures, resumes of project management staff and principle/owner of the company
- d. Methodology/Approach – how does your company plan to manage and operate the concessions for the City of Galveston – include information on number of staff at each facility, shift schedules, requirements for each employee (i.e. certificates required, etc.), cleaning schedules
- e. Product Lists and Proposed Pricing Schedule – provide the detailed product list and pricing for each item

Failure to follow the above order may result in the disqualification of the submittal.

#### 4. Proposal Evaluation Criteria

Percentages	Evaluation Criteria
Pass/Fail	Meets Minimum Qualifications
20	Price Structure and Types of Services
10	Quality of inventory offered and the Concessionaire's cleaning, maintenance, repair, and employee training capabilities.
10	Quality of inventory offered
20	Experience/References/Qualifications
40	Monthly Flat fee Paid to the City of Galveston

#### 5. Brand Manufacture Reference

As applicable.

#### 6. Key Events Schedule

Proposal Advertisement Date	April 20, 2021
Deadline for Submittal of Written Questions	April 30, 2021 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	May 17, 2021 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	June 2021
Anticipated Award Date	June 2021

#### 7. Scope of Services

##### I. Introduction

The City of Galveston is seeking proposals from qualified vendors to operate and manage concession and vending services at various park and seawall locations in the city limits of Galveston.

The purpose of offering a concession and vending program is to provide convenience and enhance the enjoyment of visitors to the City of Galveston. More information regarding the City of Galveston is available on the City of Galveston website: [www.galvestontx.gov](http://www.galvestontx.gov).

##### II. General Information

All proposals meeting the minimum qualifications requirements of this RFP will be reviewed and evaluated based on pre-determined evaluation criteria. All communication in regards to this solicitation must go through the Purchasing Division at [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov). Any communication to City personnel could result in disqualification.

The categories for evaluation are listed in Appendix J – Scope of Work Section 4 page 29. The selected proposer(s) will have the exclusive rights to sell approved concessions within the city limits of Galveston, only at the locations specified within this RFP.

The selected proposer will be required to operate in accordance with the terms and conditions outlined in the City of Galveston's RFP Terms and Conditions within Section II of this RFP document. Locations are as follows:

**Seawall Locations:**

Operating Hours:

No earlier than 7 a.m.; no later than 10 p.m.

- **Hampton Battery Park**
  - Located at 45<sup>th</sup> and Seawall Blvd.
  - Number of Available Vending Spaces - 1
  - Vendors may propose food and beverage trailer(s), cart(s), or kiosk(s) with any, or all of the following items: food, beverages, frozen novelties, beach supplies, and/or souvenirs.
  
- **Izard Battery Park**
  - Located at 48<sup>th</sup> and Seawall Blvd.
  - Number of Available Vending Spaces - 3
  - Vendors may propose food and beverage trailer(s), cart(s), or kiosk(s) with any, or all of the following items: food, beverages, frozen novelties, beach supplies, amusement rides, and/or souvenirs.
  
- **57<sup>th</sup> Street Seawall Ramp**
  - Number of Available Vending Spaces – 1 small space
  - Vendors may propose food and beverage trailer(s), cart(s), or kiosk(s) with any, or all of the following items: food, beverages, frozen novelties, beach supplies, amusement rides, and/or souvenirs.
  
- **Fort San Jacinto Park – east end of Seawall**
  - Number of Vending Spaces - 1
  - Vendors may propose a food and beverage truck(s), trailer(s), cart(s) with any, or all of the following items: food, beverages, frozen novelties, beach supplies, souvenirs, chair and umbrella rentals, water sport rentals, and horseback riding rentals.

The City of Galveston, its designee, and Galveston County have the right of entry at reasonable times to inspect, as necessary, vendor property.

**Pocket Park Locations:**

Operating Hours:

Hours of operation. Minimum 9 a.m. to 5 p.m. – weekdays and 9 a.m. to 6 p.m. – weekends.

- **Beach Pocket Park #1 – Parking Lot and Beachfront**
  - Located at the 7 ½ Mile Road Beach Access Point
  - Vendors may propose food and beverage truck(s), trailer(s), cart(s) with any, or all of the following items: food, beverages, alcohol sales considered with proper licensing and permitting, frozen novelties, beach supplies, souvenirs, chair and umbrella rentals, water sport rentals, and horseback riding rentals.
  
- **Beach Pocket Park #2 – Pavilion, Park Grounds, and Beachfront**
  - Located at 11745 FM 3005 – also known as 9 Mile Road Beach Access Point
  - Vendors may propose food and beverage concession stand, truck(s), trailer(s), cart(s) with any, or all of the following items: food, beverages, alcohol sales considered with proper licensing and permitting, frozen novelties, beach supplies, souvenirs, chair and umbrella rentals, water sport rentals, and horseback riding rentals.
  - The Pavilion and Park Grounds (includes beachfront) have the ability to be operated exclusively by the proposer.
    - Vendor will be required to maintain the park grounds of litter and debris.
    - Pavilion amenities must be maintained by the vendor including, but not limited to restrooms and showers.
    - Proposer must allow public access to the park amenities, including the pavilion during regular business hours. (9 am to 5 pm weekdays; 9 am to 6 pm weekends)
    - All utilities will be the sole responsibility of the awarded vendor.
  
- **Beach Pocket Park #3 – Parking Lot and Beachfront**
  - Located at 13315 Termini San Luis Pass Road – also known as 11 Mile Road Beach Access
  - Vendors may propose food and beverage truck(s), trailer(s), cart(s) with any, or all of the following items: food, beverages, alcohol sales considered with proper licensing and permitting frozen novelties, beach supplies, souvenirs, chair and umbrella rentals, water sport rentals, and horseback riding rentals.
  
- **Beach Pocket Park #4- Parking Lot and Beach Front**
  - Located at Beach Access Point #32
  - Vendors may propose food and beverage truck(s), trailer(s), cart(s) with any, or all of the following items: food, beverages, alcohol sales considered with proper licensing and permitting, frozen novelties, beach supplies, souvenirs, chair and umbrella rentals, water sport rentals, and horseback riding rentals.

The City of Galveston, or its designee, and Galveston County has the right of entry at reasonable times to inspect, to make repairs and alterations, or to run pipes or electrical wires as selected proposer may deem necessary, and must have access to the following:

- Beach Pocket Park #1 – Park Grounds

- Beach Pocket Park #2 – Pavilion, Parking Lot, and Ticket Booth
- Beach Pocket Park #3 – Park Grounds

#### **IV. Concession Operations**

Concession operations are a key component to the overall character of the beaches. The selected proposer will be required to satisfy the following conditions as part of the concession operations.

##### Personnel

The proposer will be responsible for hiring necessary personnel to conduct the operation of the concession stands. The operator will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, unemployment compensation, and workers' compensation.

##### Menu Items

The selected proposer is expected to serve quality food and drinks at a competitive price to meet the needs of beach patrons. All menu items and pricing must be submitted to the City of Galveston's Parks and Recreation Director for approval prior to any product sales. Alcohol sales are subject to City Ordinance and limited to specific locations. Any alcohol sales must require permits per City Ordinance and State of Texas law.

##### Subletting

No subletting will be allowed at any park, or Seawall location. Any violation will result in the immediate termination of the contract.

##### Submittals

The awarded vendor(s) will be required to submit a monthly sales report along with their monthly fee check to the City of Galveston. Payments are due to the City of Galveston on the 5<sup>th</sup> day of each month or after the next business day.

An annual financial statement of all sales will be required to be submitted to the City of Galveston no more than 2 weeks after the close of the annual contract term.

#### **V. Minimum Qualification Requirements**

Description of proposer's relative experience in operating a concession facility including relative size of business operated.

Description of proposer's key staff and their qualifications.

Minimum of four references to demonstrate the proposer's experience in successfully operating and managing a similar type of business. Do not use City of Galveston employees.

A sample menu including all proposed food and beverage items.

A list of non-food items to be sold and the pricing structure for each item.

Proof of commercial liability, worker's compensation, and automotive insurance.

Proposer's price structure for concession service for the agreement term.

A list of equipment with photos of the equipment must be submitted with the proposal.

## VI. Selection Criteria

The objective of this RFP is to provide dependable quality service with a reasonable usage fee or percentage paid to the City. The City selection panel will score the proposals, determine the proposal deemed most advantageous to the City. The City will make a final recommendation regarding the award to the qualified proposer. Accordingly, the successful Concessionaire will be selected by the City Council.

The evaluation categories are as follows:

- Meets Minimum Qualifications - Qualifications outlined in Section V. – Pass/Fail
- Price Structure and Types of Services – pricing should be competitive for items and services – 20%
- Quality of Equipment and Operational Approach – list equipment (brand, type, quantity, age of equipment) and operations plan – 10%
- Quality of inventory offered and the Concessionaire’s cleaning, maintenance, repair, and employee training capabilities. – 10%
- Experience/References/Qualifications – vendor should be experienced in the food and beverage industry and provide references of entities they provide a similar/like service – 20%
- Usage Fees Paid to the City of Galveston – vendor must provide the amount of usage fees they will pay to the City of Galveston for utilizing the properties. – 40%

## VII. RFP Overview

Any and all agreements arising out of proposals submitted hereunder (including any negotiations that follow) will not be binding on the City of Galveston, its officers, employees, or agents unless set forth in a Concession Agreement duly executed by the City Manager of the City of Galveston or appointed designee in accordance with applicable governing codes.

The Selection Committee will evaluate each responsive proposal submitted to the City of Galveston. Each proposal will be evaluated according to the following process:

- The first step in the evaluation process will be to determine whether the proposal conforms to the minimum qualification requirements for evaluation. Those proposals failing to meet minimum requirements, including completeness, format and content, will be rejected without further evaluation.
- Proposals not rejected will be submitted to the Selection Committee to be evaluated according to the criteria listed.

The proposal evaluation criteria have been established to assist the Selection Committee in determining which proposer will provide the best overall mix of products, service, choice and quality to the City of Galveston park patrons.



CITY OF GALVESTON – RFP # 21-06  
ADDENDUM # 1  
Parks Concessions and Vending Services

**Date:** 4/30/2021  
**To:** Prospective Proposers  
**Subject:** Addendum No. 1  
Parks Concessions and Vending Services to Pre-Bid Questions.

**This addendum forms part of the proposal and contract documents and modifies the original solicitation documents dated 4/20/2021. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.**

1. Question:  
Pocket Park 2: Would the current Bar and Restaurant Equipment stay with the Pavilion or will it be an empty shell that will need to have bar and cooking, dishwashing equipment added?

Answer:  
It will be the responsibility of the awarded vendor to supply the equipment.

The City of Galveston has adopted Resolution 20-015 concerning the acceptance of electronic solicitation submittals. The City will now begin accepting secured electronic submittals of solicitations. No paper copies will be accepted by the City of Galveston.

Submit the response to this solicitation using the link below: [Upload Submittal Here](#)

**I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.**

Gregory Picard  
**Authorized Signature**

5/15/2021  
**Date**

Gregory Picard  
**Printed Name**

Vertex Holdings, LLC  
**Company Name**

**A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL**



RFP 21-028

## Proposal for Pocket Park 2

May 14th, 2021

*Gregory Picard*  
*Owner/Operator*  
*770-268-9492*

[Gregory.Picard@vertexholdingsllc.com](mailto:Gregory.Picard@vertexholdingsllc.com)

May 14th, 2021

City of Galveston, Purchasing Division  
823 Rosenberg Street Rm300  
Galveston, TX 77550

RE: RFP # 21-06- Operation and Management of Pocket Park #2

Dear members of the review panel,

It is with great optimism and enthusiasm that I submit the enclosed proposal for your consideration. You have a vision for the success and effectiveness of your Pocket Park # 2 Pavilion and we want to help you realize and exceed those expectations. The team that you select to represent you, your venue, and your reputation is one of the most important decisions you can make when operating in a service industry, as you do. We are honored that you have taken the time to review our information and I look forward to earning a meeting in the hopes of attaining a contract to become your newest venue operating concessionaire.

When you entrust others to represent you it bestows the highest honor one can be given. I don't take that lightly. With our company, I will treat your venue as if it is my very own, providing professional and strategic solutions to your professional venue operation needs. As for opportunities, with this facility, they are endless. Before we start getting into the additions we will have put in place for this location, we want to first focus on repairing what there currently is on site. In order to assure that we can begin operations quickly, we plan on attacking the kitchen first and making the facility in general as COVID friendly as possible including the addition of germicidal ultraviolet lights and touchless fixtures. The other additions to be added include site amenities that will make the patrons visit to the venue a memorable and repeatable experience, whether they are coming for a day at the beach, a wedding, or for a night out. We look forward to going more in depth on our amenity additions in our meeting.

On behalf of our entire team, I thank you for taking the time to review the enclosed information on how I will exceed your expectations. For any questions, comments, or concerns please feel free to contact me via phone at 770-268-9492 or via e-mail at [Gregory.Picard@vertexholdings.com](mailto:Gregory.Picard@vertexholdings.com).

Sincerely,

Gregory Picard  
Owner, Vertex Holdings

**Table of Contents**

• Usage Fee Proposal	Pg 4
• Qualifications	Pg 5-8
• References	Pg 9
• Methodology & Approach	Pg 10-11
• Scope of Services	Pg 12-16
• Equipment	Pg 17-23
• Miscellanies	Pg 24

**Usage Fee Proposal**

- \$36,000 + 10% of Gross Revenue (Before Taxes)\_up to \$100,000
  - 2% of gross after \$100,000 paid to the City of Galveston
- All to be paid monthly by the 5<sup>th</sup> day of the following month
- We will offer Galveston their own log-in to our POS system for full transparency of real time financials
- We will also allocate for up to 1% profit share to local charities every year. Including but not limited to Better Parks for Galveston, Vision Galveston and Galveston Humane Society.
- We also would like to offer an option for a 5-year contract, for which we would increase payment on years 4 and 5 to \$45,000 + 10% of Gross Revenue (Before Taxes) up to \$120,000 and 2% of gross after \$120,000 in payment.

**Qualifications**  
**Owner/Operator Vertex Holdings LLC**



# GREGORY PICARD, MBA

Marketing Executive

2126 SHELBARK WAY  
TEXAS CITY, TX 77568

**SKILLS**

Working knowledge of MS Word, Excel, Power Point, ACT Database, ~~MapInfo, RayGeo~~, Power BI, Sales Management, ~~Comex~~, Sourcing, Sales Operations, Lean Processes, Inventory Management, Full P&L, CAPEX, NPV, ITAR, Cost Reduction Solutions, Shipping, Purchasing, POS, Salesforce, Microsoft Dynamics, Lotus Notes, Outlook, Excel, Payroll, Schedules, Business Process Mapping, Hiring, Employee Training, Management, Sales Growth, Cold Calling, Outside Sales, Inventory Control, National Accounts, Sales Presentations, Key Account Development, Logistics.

**CONTACT**

770-268-9492

EMAIL:

GREGORY.PICARD@VERTEXHOLDINGSLLC.COM

**EDUCATION**

University of Massachusetts Lowell – Lowell, MA  
B.S. in Business Administration (2010)  
GPA: 3.7

Boston College – Carroll School of Management  
M.B.A. in Business Administration (2013)  
GPA: 3.9

**WORK EXPERIENCE**

Siemens Industrial – Norcross, GA (Remote)  
Oct 2016 – Present

Director of Channel Marketing

- Lead, coach, train and maintain a team of 6 direct reports including product managers, marketing specialists and marcom for the Industrial Network, Wireless, Power Security and RFID product categories. With 23 indirect reports in product consultants, channel account managers and security specialist roles.
- Development and implementation of 12-month brand strategy with full P&L to include sales and marketing business plan specifically designed to increase profitability while growing attention and mindshare within channel
- Lead monthly update meetings with the executive leadership to report current status and ongoing action items.
- Define sales marketing programs with key channel partners in each region in coordination with channel marketing and channel sales management, track progress and ROI for reporting up in executive summary.
- Oversee ongoing development of marketing and sales processes, trainings and portfolio updates via online tools as well as in-person and hands on.
- Support business development within targeted verticals, such as panel shops, material handling, building automation, automotive, oil and gas and aerospace, utilizing specific marketing designed to ensure highest level of ROI according to defined KPI's.

## MAJOR STRENGTHS

Ambitious, natural leader, effective and persuasive communication skills, internally driven, self-starter, analytical, forward thinking, detail oriented and process driven.

- Oversee and assign go to market strategy and key target accounts list for team of regional product consultants.
- Develop long term growth strategy utilizing acquired market and competitive knowledge while leveraging key strategic relationships.
- Total business of \$203mil that I have worked with my team to grow twice market, according to CME data, for the past 3 years. With being one of only two BU's to show YoY growth for FY18 and FY19 within Siemens automation.

### Anixter – Woburn, MA

May 2014 – Oct 2016

#### Sales and Operations Manager

- Oversee a team of 6 inside sales professionals and 3 sales support staff, coaching the entire sales process from prospecting and cold calling through the close.
- Act as liaison between the customer, sales team and operations in developing, implementing and maintaining sales support programs and initiatives using analytics and metrics derived from internal PDS and CRM platforms. I am also charged with maintaining and using this data to undertake local and regional targeted marketing campaigns through both email and traditional mailers.
- Helped develop the current inside sales team business model, including the commission structure to ensure top profitability while driving growth through competitive incentives.
- Provide top service and value building as most of the core product offerings are quoted based on current ~~CME~~ commodity pricing in addition to market-based costing. Team was on pace to exceed sales plan by about 11% and growing the customer base horizontally and vertically year over year by almost 20% in GP sales dollars.
- Left as number two in the company for the Presidents club in year over year GP sales growth.

### The Fastenal Company– Nashua, NH

June 2011 – May 2014

#### General Manager (Dec 2011 – May 2014)

- Managed all operations, inventory management, strategic sales planning, scheduling, hiring, and training and advancement of 6 direct reports for a 150K a month branch.
- Held full P&L responsibility and managed customer base consisted of the top 10 key accounts and account for more than 60% of the total sales within the branch.
- Broke sales records monthly and moved branch from underperforming business unit to the top 5 of 100 branches for the New England region.

### The Colosseum Restaurant – Salem, NH

Nov 2005 – Mar 2010

#### Service Manager/Bartender

- Provided a high level of customer service and satisfaction for an upscale clientele.
- Memorized an extensive drink and food menu with a daily and seasonal rotating specials menu.
- ~~SAP~~Safe certified
- In charge of bar schedule and bar inventory management, including order management

**Qualifications:**  
**General Manager**

**A Corporan**  
Cell: 201 245 7858  
Email: corporan7@msa.com

**PROFESSIONAL SUMMARY**

Dedicated manager with a strong work ethic and ability to build lasting client relationships. Experienced in operations management, sales, budget development, staffing, and cost control. With a significant knowledge and over 20 years of experience solving problems and up-selling products in the hospitality industry.

**SKILLS**

- Conflict Resolution
- Reading physical and emotional cues
- Excellent organizational skills
- Teamwork
- Clear communication, fluent in English and Spanish
- Food safety & management certified
- Planning menus
- Staff scheduling

**PROFESSIONAL EXPERIENCE**

**Bartender May 2018**

Grandoozy Festival

**Duties:**

- Bartender Server

**General Manager/Travel Agent June 1999- November 2010**

Arnold Travel Corporation

**Duties:**

- Working collaboratively and proactively with leadership to develop and implement key cost savings initiatives and process improvements.
  - Manage supplier relationships for travel partners, including partner management, negotiating and managing contracts with travel suppliers/partners.
  - Proposing strategies for business development of the travel industry.
  - Maintaining the financial account details and other budgetary reports of the agency.
  - Analyzing the reports to ascertain the growth of the agency and if needed, employing better work strategies to improve the business aspect of the agency.
  - Maintaining the up to date information on the travel operation and transportation mediums like trains, airplanes and buses.
  - Facilitating the customers in the booking of travel tickets and accommodation arrangements.
-

---

**Restaurant Server/ Restaurant Manager October 2005-November 2010**  
Mi Bandera Restaurant

**Duties:**

- Schedule and direct staff in daily work assignments to maximize productivity
- Conduct daily pre-shift and weekly meeting to ensure organizational efficiency.
- Training and developing Crew Members, Assistant Manager and Manager Trainee
- Manage the development and performance of the restaurant team and work with HR and the restaurant leadership team in the hiring and training of seasonal staff.

**EDUCATION**

**Bachelor of Arts in Health Services Administration**  
Keiser University - Fort Lauderdale, FL, June 2015  
FDA and ISO regulations

**COMPUTER SKILLS**

- Microsoft Office (Word, Excel, PowerPoint)
- Sabre/Amadeus
- Square/Clover and other point of sale.

**Gregory Picard's Professional References**

<b>Andrew Krueger - Owner/Operator</b>	<b>Fresh Hub Eatery</b>	<b>(603) 475-3173</b>
<b>Michael Todesca – Partner/Manager</b>	<b>The Colosseum Restaurant</b>	<b>(603) 465-8500</b>
<b>Mike Winter – Partner/Owner</b>	<b>Mija Cantina</b>	<b>(617) 620-2200</b>
<b>Doug Lyons – National Product Coach</b>	<b>Texas Roadhouse</b>	<b>(978) 360-8958</b>

## **Methodology and Approach**

Mission Statement –To focus on becoming embedded in the community as an agent of unity and service. To enhance the beach going experience through providing a high level of customer service, great locally sourced food at a fair price and amenities that are fun for all ages.

### **Community Out-Reach:**

- Culinary co-op with local high school
- Humane Society adoption nights
- Winter Farmers Market
- Participation with Toys for Tots
- Local live music
- Local gallery pop ups
- Corn hole league
- Offering locally sourced brands of beer, liquor and food
- Become an active member in the Chamber of Commerce
- Special Olympics Texas
- Hosted charity events for local non-profits ( x % of gross sales will be donated to charity hosting)
- Host cook-off(s) with local high school and college culinary departments
- Host Galveston Food Bank-Food Drives

### **Goods and Services (Not including food):**

- Trivia and Bingo Nights
- Wine Down Wednesdays
- Beach Yoga/Zumba Classes
- Brunch on the Beach
- Pet Friendly
- Rental of cabanas/umbrellas with service
- Beach volleyball/badminton/corn hole
- Military/First Responder appreciation nights
- Sandcastle competition
- Large game (Jenga, Life size Chess, Connect Four)
- Opportunities for local attractions and features to advertise
- Possible addition of aquatics amusement features

### **Health, Safety and Environmentally Friendly:**

- Save the turtles-Biodegradable straws or no straws
- Germicidal ultraviolet lighting for restrooms (kills covid)
- Introduction of touch free bathroom fixtures
- Introduction of Eco-friendly flatware

### Sample Schedule

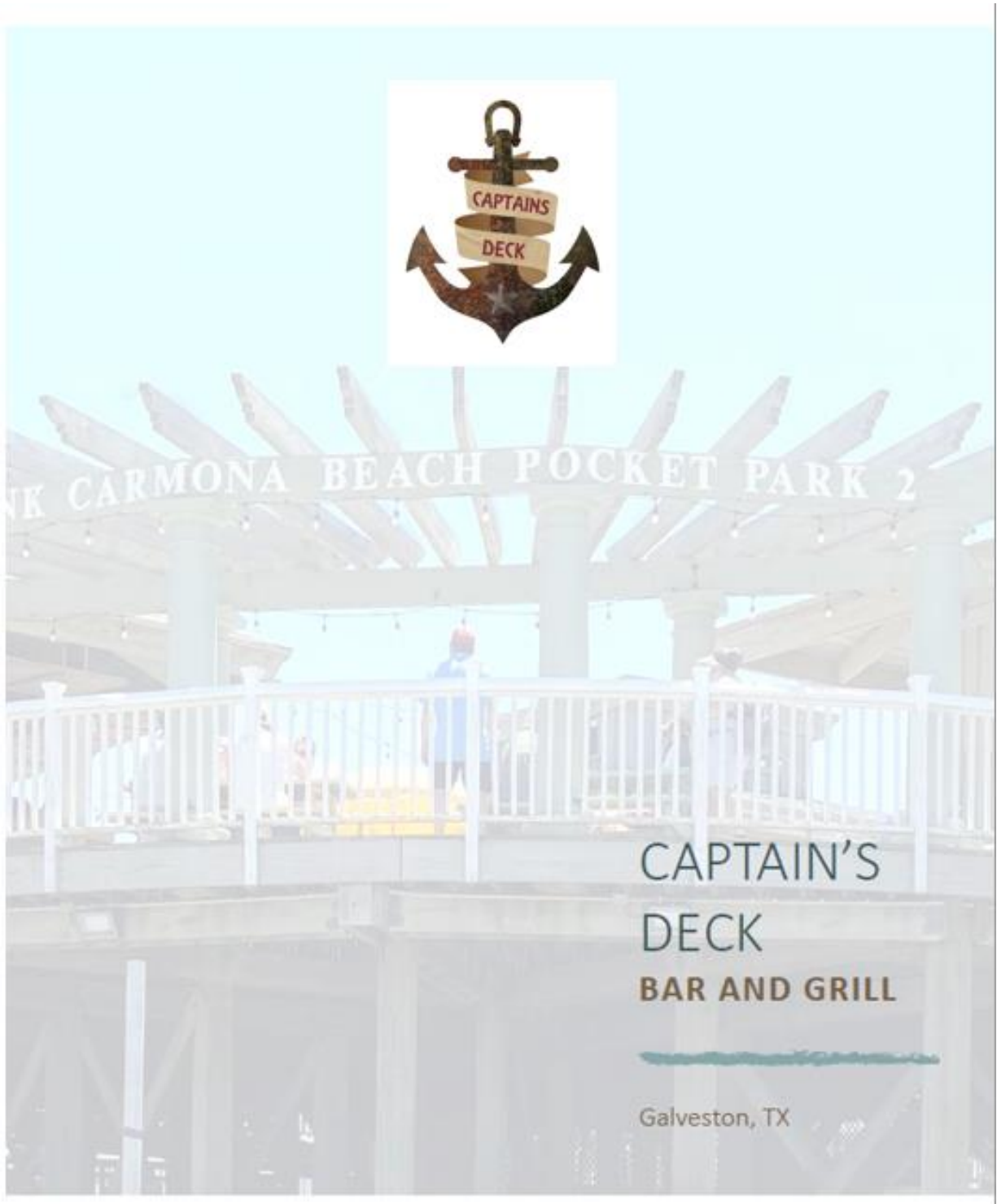
5/4/2021

Schedule (1).html

Staff	Mon, Apr 26	Tue, Apr 27	Wed, Apr 28	Thu, Apr 29	Fri, Apr 30	Sat, May 1	Sun, May 2
Owner Picard 44 hrs	8:00am - 7:00pm	12:00pm - 7:00pm		12:00pm - 7:00pm	8:00am - 4:00pm	8:00am - 7:00pm	
General Manager 43 hrs		8:00am - 4:00pm	8:00am - 7:00pm	8:00am - 2:00pm	12:00pm - 7:00pm		8:00am - 7:00pm
Bartender 29 hrs	10:00am - 3:00pm	2:00pm - 7:00pm	10:00am - 3:00pm	10:00am - 3:00pm		12:00pm - 4:00pm	10:00am - 3:00pm
Bartender 26 hrs	2:00pm - 7:00pm	10:00am - 3:00pm			10:00am - 3:00pm	10:00am - 3:00pm	11:00am - 5:00pm
Bartender 25 hrs			2:00pm - 7:00pm	2:00pm - 7:00pm	2:00pm - 7:00pm	2:00pm - 7:00pm	2:00pm - 7:00pm
Cook 30 hrs		1:00pm - 7:00pm	8:00am - 2:00pm	1:00pm - 7:00pm	8:00am - 2:00pm	1:00pm - 7:00pm	
Cook 30 hrs	1:00pm - 7:00pm	8:00am - 2:00pm		8:00am - 2:00pm		8:00am - 2:00pm	1:00pm - 7:00pm
Cook 24 hrs	8:00am - 2:00pm		1:00pm - 7:00pm		1:00pm - 7:00pm		8:00am - 2:00pm
Expediter 20 hrs				11:00am - 4:00pm	11:00am - 4:00pm	11:00am - 4:00pm	11:00am - 4:00pm
Runner 24 hrs	12:00pm - 5:00pm		12:00pm - 5:00pm		12:00pm - 4:00pm	12:00pm - 4:00pm	12:00pm - 6:00pm
Runner 26 hrs		12:00pm - 5:00pm		12:00pm - 5:00pm	12:00pm - 6:00pm	12:00pm - 6:00pm	12:00pm - 4:00pm
Rentals Attendant 22 hrs	12:00pm - 5:00pm		12:00pm - 5:00pm		12:00pm - 6:00pm		12:00pm - 6:00pm
Rentals Attendant 16 hrs		12:00pm - 5:00pm		12:00pm - 5:00pm		12:00pm - 6:00pm	

**Scope of Services**

**Menu:**



## FINGER FOODS/SHAREABLES

### EMPANADAS \$7.50

SAVORY STUFFED PASTERIES WITH YOUR CHOICE OF BEEF, CHEESE AND VEGGIE

### ARTISAN PIZZA SELECTION \$8.50

OUR PIZZA IS TOPPED WITH MOZARELLA CHEESE, PIZZA SAUCE, YOUR CHOICE OF GRILLED/FRIED SHRIMP, PEPPERONI, GRILLED CHICKEN

### QUESADILLA \$6.00

FAJITA BEEF OR CHICKEN AND MONTEREY JACK CHEESE GRILLED IN A LARGE FLOUR TORTILLA

### KEBABS \$7.50

SUCCULENT BLEND OF PROTEIN & SEASONAL VEGETABLES SEASONALLY MARINATED

### LOADED NACHOS \$7.50

BUILD YOUR NACHO TOWER-CHOICE OF BEEF, CHICKEN, BABY SHRIMP, CHILLI, OLIVES, JALAPEÑO, SHREDDED CHEESE, SOUR CREAM, GUACAMOLE

### JARCUTERIE \$7.50

PERSONAL CHARCUTERIE BOARDS WRAPPED UP INTO A JAR, PACKED FULL OF ALL YOUR FAVORITE FRUITS, CHEESE AND CRACKERS, MEATS, OLIVES, HERBS AND EVEN FRUITS AND VEGGIE

### CEVICHE \$9.00

LOCAL RAW SEAFOOD CURED IN CITRUS AND INFUSED WITH CARRIBEAN SPICES

### CHICHARRON \$10.75

CRISPY FRIED PORK BELLY WITH CARRIBEAN SPICES

## DEEP SIX-SANDWICHES/BURGER

CHOICE OF SIDE.

### BLT \$12.75

A NEW TWIST ON A CLASSIC SANDWICH WITH MAPLE CURED BACON. ADD AVOCADO IF FEELING ADVENTUROUS

### FIRST MATE CLUB. \$13.75

HONEY CURED HAM, OVEN ROASTED TURKEY, LETTUCE, TOMATO & MAYO ON A BUTTERED CROSSAINT & HONEY MUSTARD WITH YOUR CHOICE OF CHIPS OR FRIES

### HAWAIIAN SLIDERS. \$9.75

PINEAPPLE JELLY TOPPED MINI BURGERS ON WORLD FAMOUS HAWAIIAN

### CAPTAIN'S BURGER \$14.95

ALL BEEF SEASONED BURGER ON A TOASTED BUN WITH BLUE CHEESE CRUMBLE, BBQ SAUCE AND BACON

### ROAST BEEF AND SMOKED GOUDA \$12.75

DELICIOUS HONEY MUSTARD ON 2 CHALLAH BREAD, SANDWICH SLICED ROAST BEEF, SLICED GOUDA AND ROMAINE LETTUCE BETWEEN THE BREAD SLICES.

### TOMATO AND MOZZARELLA WITH PESTO

FRESH MOZZARELLA, TOMATO, CIABATTA ROLLS, PESTO

## **GUNG HO-BOWLS \$16-\$20**

CHOICE OF BROWN/WHITE RICE, LETTUCE, NOODLE OR CAULIFLOWER

CHOICE OF PROTEIN SAUSAGE, BEEF, CHICKEN, FISH OR SHRIMP

CARRIBEAN-BEANS, TOMATO & BLENDED SPICES

ASIAN-EDAMAME, SOY, CARROTS & SCRAMBLED EGGS

SPICY HAWAIIAN-PINEAPPLE & SRIRACHA

ITALIAN-SAUSAGE & PEPPERS

MEXICAN- PEPPERS, TOMATOES & TORTILLAS STRIPS

CALIFORNIAN-CAULIFLOWER & AVOCADO

## **MIGHTY MATES-KIDS MENU**

MAC AND CHEESE \$3

CHEESE PIZZA \$5

GRILLED CHEESE SLIDERS \$4

HAM AND CHEESE SLIDERS \$4

HOT/CORN DOGS \$3

CHICKEN FINGERS/FRIES \$5

## **BITTER END-DESSERTS**

RICE PUDDING

FLAN

FRUIT CUPS

GUAVA PASTELITOS

### THREE SHEETS TO THE WIND-SPECIALTY DRINKS \$8/\$12

BEACH BLOSSOM  
CAPTAIN'S PUNCH  
DARK N STORMY  
HURRICANE  
ISLAND MARGARITA  
LONG ISLAND ICE TEA  
MAI TAI  
PINA COLADA  
SEX ON THE BEACH  
WOO WOO

MELON BREEZE MARTINI  
TEQUILA SUNRISE  
MEXICAN JULEP  
CHERRY BOM  
BLACK MULE  
GILLIGAN'S ISLAND  
RUM RUNNER  
MOJIO  
PALOMA  
COSMOPOLITAN

### HAPPIEST HAPPY HOUR

\$5.00 SHAREABLES  
\$5.00 WELL DRINKS

\$4.00 BOTTLE BEER/WINE  
\$2.00 OFF SPECIALTY COCKTAILS

### Rental Fee's

- (2) Chairs and Umbrella \$28.00

- (2) Lay-backs and Umbrella \$38.00

- (1) Cabana \$48.00

- Additional Chair \$9.00



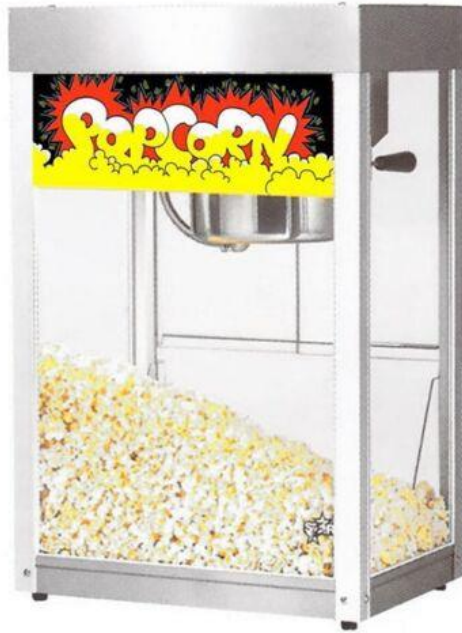
**Equipment**



Omcan 39580 18" Commercial Double Deck Countertop Pizza Oven - 240V, 3200W



Commercial Reach In Freezer Solid Door - 48 Cu Ft Kitchen Monkey KMFZ-2D



Star 8C-39S-A-230V Jetstar Popcorn Poppers Stainless Steel Top 230V



Star 8A-35SSC-120V Hot Dog Steamer 120V



Eurodib OASIS3 Frozen Drink Machine 3 Tanks 2.6 Gallons Each



Migali C-3RB-HC 82" 3-Door Reach-In Refrigerator - 72 Cu Ft



Electrolux 169188 EMPower 2/3 Smooth and 1/3 Ribbed Scratch Resistant Chrome Gas Griddle  
Top 48"



Floor Fryer Liquid Propane 40 lb 90,000 BTU - Kitchen Monkey KMGF-90/LPG



South Beach Chaise Lounge



Adirondack Style Beach Chairs



Commercial Beach Umbrella



Commercial Grade Beach Side Tables

**Licenses, Insurance and Certification:**

- TABC-Certification Texas Alcoholic Beverage Commission
- Texas Food Handler Certificate
- CPR Certification for all employees within first 3 months
- Serve Safe
- Chamber of Commerce membership
- Food Service Permit
- Mixed beverage permit
- Certified Tourism Ambassador (CTA) for all employees within first 3 months

**Food and Beverages:**

- Working on a spirit partnership with a top tier celebrity
- Specialty gluten-free, vegan, kosher items
- Rotating seasonal menu items (ex: lobster roll in the summer)
- Locally sourced ingredients
- Locally sourced beer, wine and liquor



## City of Galveston

### REQUEST FOR PROPOSAL

**Proposal Reference Number:** 21-06

**Project Title:** Parks Concessions and Vending Services

**Sealed Proposals Due to and Opened by City:** 10:00  
A.M.(CST), Monday, May 17, 2021

Electronic submittals are required: [Upload Submittal Here](#)  
***No Proposals submitted after the above deadline will be accepted.***

**Contact:** City of Galveston Purchasing Division at  
[purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov) or 409-797-3579.

## TABLE OF CONTENTS

<b>Table of Contents</b> .....	Page 1 & 2
<b>Request for Proposal</b>	
(1) Introduction.....	Page 3
(2) Contact Information .....	Page 4
(3) General Information .....	Page 4
(4) RFP Withdrawals and / or Amendments.....	Page 4
(5) Estimated Quantities .....	Page 5
(6) Proposal Submittal Requirements.....	Page 5
(7) Proposal Evaluation and Contract Award .....	Page 6
(8) Declaration of Policy .....	Page 8
<b>Appendix A - Proposal</b>	
(-) Label Format for Submittal Packet's Sealed Envelope .....	Page 9
<b>I. Required Proposal Information:</b>	
(1) Proposed Products and / or Services .....	Page 10
(2) Cost of Proposed Products and Services .....	Page 10
(3) Term of Contract and Option to Extend.....	Page 10
(4) Proposer's Experience / Staff.....	Page 11
(5) References .....	Page 12
(6) Trade Secrets and / or Confidential Information.....	Page 13
(7) Federal, State and / or Local Identification Information .....	Page 13
(8) Emergency Business Services Contact Notice.....	Page 13
(9) Cooperative Governmental Purchasing Notice .....	Page 14
<b>II. Contract Terms and Conditions:</b>	
(1) Delivery of Products and Services .....	Page 14
(2) Miscellaneous.....	Page 16
(3) Financial Responsibility Provisions.....	Page 17
<b>Appendix B - Conflict of Interest Form.....</b>	<b>Page 19</b>
<b>Appendix C - House Bill 89 Verification.....</b>	<b>Page 21</b>
<b>Appendix D - Property Tax Statement.....</b>	<b>Page 22</b>
<b>Appendix E - Nepotism Statement.....</b>	<b>Page 23</b>
<b>Appendix F - Non-Collusion Statement.....</b>	<b>Page 24</b>
<b>Appendix G - Document 00435.....</b>	<b>Page 25</b>
<b>Appendix H - No Intent to Submit Form.....</b>	<b>Page 26</b>
<b>Appendix I - Intentionally Left Blank.....</b>	<b>Page 27</b>

## **Appendix J - Scope of Services**

(1) Project Title .....	Page 28
(2) Scope of Services Contact.....	Page 28
(3) Special Conditions.....	Page 28
(4) Proposal Evaluation Factors.....	Page 29
(5) Brand Manufacture Reference.....	Page 29
(6) Key Events Schedule.....	Page 29
(7) Scope of Services.....	Page 29

# Galveston, Texas

## Request for Proposal

### 1. Introduction

- A. Project Overview: The City of Galveston is requesting proposals with the intent of awarding a contract for the purchase of goods and services for Parks Concessions and Vending Services as contained in Appendix J – Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to the Purchasing Division. Contact information provided in section 2 below.
  - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.
  - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
  - iv. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the proposal document or the submittal will be considered Non-Responsive.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix B. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or proposals, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the proposal packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

## 2. Contact Information

**Mailing Address:** City of Galveston, Purchasing Division, Room 300, PO Box 779, Galveston, Texas 77553

**Physical Address:** City of Galveston, Purchasing Division, 823 Rosenberg Street, Room 300, Galveston, Texas 77550

**Email Address:** [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov)

## 3. General Information

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Proposals:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that chapter. Vendor or contractor acknowledges that the solicitation is part of any resulting contract of the solicitation, as Exhibit A.

- C. All Proposers are hereby put on notice that if the Proposer is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.
- E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at \$100,000 or greater.

## 4. RFP Withdrawals and/or Amendments

- A. **RFP Withdrawal:** The City reserves the right to withdraw this RFP for any reason.
- B. **RFP Amendments:** The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have notified the Purchasing Division of their intent to Proposal, but failure to notify shall impose no obligation or liability on the City.

## 5. Estimated Quantities

An award of a contract to a vendor(s) does not guarantee the vendor(s) that the City shall issue any Purchase Orders for the offeror's goods or services, or guarantee any particular volume use, number, or sales.

## 6. Proposal Submittal Requirements

- A. Submittal Packet – How to submit: All Proposals must be submitted electronically. No Proposal will be accepted by mail or hand delivery. Proposals submitted by mail or hand delivery will be marked non-responsive. Submittals shall be submitted through the City of Galveston online portal at the URL address indicated in Appendix J. 3. Scope of Services – Special Conditions.
- B. Submittal Packet – Required Contents: All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. Offerors must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the title of the Proposal and on page 9 (nine) of Appendix A-Proposal. It is the Offeror's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Proposals will be accepted.
- D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Purchasing Office, by the City's online submittal portal, shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
- F. Proposal Document Format: All proposal documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. **The package must be in the order required in the Scope of Services.** The submittal must be written in pen or typed, signatures must be signed in pen, or a digital signature via the electronic submittal process, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed by the individual signing the proposal. The City only accepts proposals that are submitted through the online portal. The link is provided on the title page of this document and in Appendix J. 3. Scope of Work – Special Conditions. No hand delivered or mailed submittals will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding proposals must be addressed to the Purchasing Division [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov). The subject line must read "**RFP 21-06 Parks Concessions and Vending Services**". The question deadline will be addressed in Appendix J-Scope of Services. Responses will be answered after the question deadline in

the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Division will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

- H. Pre-Proposal Conferences: The date and time of a pre-proposal conference, if necessary, will be found in Appendix J-Scope of Services.
- I. Validity Period: Once the submittal deadline has passed, any proposal Document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

## 7. Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this project. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the proposal process without the express permission from the City's Purchasing Supervisor.
- B. All correspondence relating to this proposal, from advertisement to award, shall be sent to the City of Galveston's Purchasing Division. All presentations and/or meetings between the City of Galveston and the vendor relating to this proposal shall be coordinated by the City of Galveston Purchasing Division. The City reserves the right to determine which proposal provides the City with the best value and which will be in the City's best interest.
- C. Completeness: If the Proposal Document is incomplete or otherwise fails to conform to the requirements of the RFP, the City alone will determine whether the variance is so significant as to render the Proposal non-responsive.
- D. Ambiguity: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix J – Scope of Services or Appendix A – Proposal, the Appendices shall prevail.
- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.

- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- H. No Commitment: The Request for Proposal does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (Proposal/proposal) to this request, or to procure or contract for services or supplies.
- I. Protest Procedures: Any actual or prospective offeror who is allegedly connected with the solicitation or award of an offer may protest. The protest will be submitted in writing to the City of Galveston's Purchasing Division within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Division will promptly issue a decision in writing, via electronic mail, to the protesting person.
- i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing, via electronic mail, and contain the following information:
    - a. Name, address and telephone number of the protestor.
    - b. Identification of the solicitation or contract number and time.
    - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
    - d. Identification of the issue(s) to be resolved and statement of what relief is requested.
    - e. Arguments and authorities in support of the protest.
    - f. A statement that copies of the protest have been delivered, via electronic mail, to all interested parties in the invitation to bid or request for proposals process.
  - ii. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester deliver, via electronic mail, the protest to relevant parties.
  - iii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. Single Proposal Response: If only one bid or proposal is received in response to the Request for Proposal/Bid, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.
- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:

- i) The successful Proposer fails to perform in accordance with the provisions of these specifications; or
- ii) The successful Proposer violates any of the provisions of these specifications; or
- iii) The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
- iv) The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
- v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful Proposer seven (7) days written notice of such termination. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
- vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

## 8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
  - i. Increase the capacity of local M/WBE's to provide products and services.
  - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Proposer and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Proposer.
- C. Additionally, The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

## Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

- Appendix A (pages \_9\_ through \_17\_) must be included in the submittal.  
 Appendix B - G (pages \_18\_ through \_27\_) all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Appendix B – Conflict of Interest<br><input checked="" type="checkbox"/> Appendix C – House Bill 89 Verification<br><input checked="" type="checkbox"/> Appendix D – Property Tax Statement | <input checked="" type="checkbox"/> Appendix E – Nepotism Statement<br><input checked="" type="checkbox"/> Appendix F – Non-Collusion Statement<br><input checked="" type="checkbox"/> Appendix G – Certification Regarding Debarment |
|---|---|

Appendix J (pages \_29\_ through \_36\_) must be included in the submittal.

All Proposals delivered to the City of Galveston shall include this page with the submittal.	
<b>RFP Number:</b>	<b>21-06</b>
<b>Project Title:</b>	<b>Parks Concessions and Vending Services</b>
<b>Submittal Deadline:</b>	<b>10:00 a.m CST, Monday, May 17, 2021</b>
<b>Submit Electronically:</b> <a href="#">Upload Submittal Here</a>	
<b>Proposer Information:</b>	
<b>Proposer's Legal Name:</b>	Gregory E. Picard
<b>Address:</b>	2126 Shellbark Way
<b>City, State &amp; Zip</b>	Texas City, Texas 77568
<b>Federal Employers Identification Number #</b>	
<b>Phone Number:</b>	770-268-9492
<b>Fax Number:</b>	
<b>E-Mail Address:</b>	Gregory.Picard@VertexHoldingsllc.com
<b>Proposer Authorization</b>	
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Offeror.	
Printed Name and Position of Authorized Representative: <u>Gregory Picard</u>	
Signature of Authorized Representative: <u><i>Gregory Picard</i></u>	
Signed this <u>14th</u> (day) of <u>May</u> (month), <u>2021</u> (year)	

**Appendix A – Proposal Document (continued)**

**I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION**

**1. Proposed Products and/or Services**

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Material Safety Data Sheets (MSDS): If applicable, the successful Proposer shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: The Project Schedule will mirror the contract schedule with deliverables being the payments due to the City of Galveston on the 5<sup>th</sup> day of each month or after the next business day.

**2. Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Pricing Form: The pricing form, if provided in Appendix J.7. Scope of Services, will be considered the official pricing form for this solicitation. No other pricing will be considered or accepted as a part of the contract for goods or services for this solicitation. All pricing provided outside the official pricing form included will be void and will not be considered during any evaluation by the City of Galveston.
- C. Schedule of Pricing: **Only if a pricing form is NOT provided in Section Appendix J.7.,** shall an offeror quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
<b>TOTAL ALL LINE ITEMS</b>			\$	\$

D. Projected annual sales: \$800,000.

**3. Term of Contract and Option to Extend:**

Any contract resulting from this RFP shall be effective for three (3) year upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor’s past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor’s cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be two percent (2%) per year. The City of Galveston will not accept, or agree, to any escalation clause higher than four percent (2%) per year. If an escalation clause of greater than the maximum allowed by the City, as stated previously, is inserted in the blanks below, the City will consider that the amount of escalation is 0%. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor’s rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City’s Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2025) ESCALATION ..... 2% %  
 SECOND ADDITIONAL YEAR (FY 2026) ESCALATION..... 2% %

**4. Proposer’s Experience / Staff**

- A. Project Team: Identify all members of the Proposer’s team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer’s business has been established and operating. If Proposer’s business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and

previous business entities operated by the principals, if different than present, must be provided;

**State the number of years' experience the business has:   1  ; and the number of employees:   2  .**

- D. Project Related Experience: All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

**5. References - This section is required.**

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: Fresh Hub Eatery	
Contact Name: Andrew Kruger	Contact Title: Partner/Owner
Phone: 603-475-3173	Email:
Date and Scope of Services Provided:  2019 Restaurant	

Reference #2:

Client / Company Name: The Colosseum Restaurant	
Contact Name: Micheal Todesca	Contact Title: Owner/Manager
Phone: 603-465-8500	Email:
Date and Scope of Services Provided:  Over 30 years. Upscale Restaurant.	

Reference #3:

Client / Company Name: Mija Cantina and Bar	
Contact Name: Mike Winter	Contact Title: Partner/Owner
Phone: 617-620-2200	Email:
Date and Scope of Services Provided:  10+ years. Prominant Boston Restaurant	

Reference #4:

Client / Company Name: Texas Road House	
Contact Name: Doug Lyons	Contact Title: National Product Manager
Phone: 978-360-8958	Email:

Date and Scope of Services Provided:

12+ years. Restaurant product management.

## 6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal (does) (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

## 7. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: Applied for.

B. Prime contractor HUB / MWBE registration number: \_\_\_\_\_.

C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # 002 - 74 - 8265.

D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS):  
Applied for.

E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/###I#I>.

## 8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Vertex Holdings, LLC

Contract #: \_\_\_\_\_

Description: Owner

Primary Contact (Name): Gregory Picard

Primary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: 770-268-9492

Secondary Contact (Name): \_\_\_\_\_

Secondary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

After Hours emergency opening fee, if applicable: \$ \_\_\_\_\_

**9. Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining inter-local agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase  No, Only the City can purchase.

**II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:**

**1. Delivery of Products and/or Services**

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 225 I, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: [accountspayable@galvestontx.gov](mailto:accountspayable@galvestontx.gov). See Appendix H for ACH Payment Information, if you elect to receive your payments according to Appendix H, fill out the form and return with your documents.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed

shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- G. Liquidated Damages: This section left intentionally blank.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS.
- (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

## 2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include “approved as to form” and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

- J. **Non-Discrimination:** During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

### 3. Financial Responsibility Provisions

- A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:
- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
  - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
  - iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for

personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. Indemnity for Intellectual Property: Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. Bond Requirements: If applicable, per the Scope of Work, prior to the commencement of work on this Project, Offeror shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:

- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
- ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
- iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
- iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

## Appendix B – Form CIQ

### INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

**WHO:** The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
  - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
  - b. contracts for the purchase or sale of real property, personal property including an auction of property;
  - c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

**THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:**

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

**EXCLUSIONS:** A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

**WHAT:** A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

**WHEN:** The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

**WHERE:** The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City’s website.***

**ENFORCEMENT:** Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

**NOTE:** The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

## CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

### For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE  
USE  
ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date  
Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

2.  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer 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.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?  
 Yes       No
- B. Is the filer of the questionnaire 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?  
 Yes       No
- 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 of 10 percent or more?  
 Yes       No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Gregory Picard  
 Signature of person doing business with the governmental entity

5/14/21

Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF  
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE  
PROPOSAL.**

## Appendix C – House Bill 89 Verification

**Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:**

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

I, Gregory Picard (Person name), the undersigned representative of (Company or Business Name) Vertex Holdings, LLC (hereinafter referred to as Company)

**being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named–above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- a. **Does not boycott Israel currently; and**
- b. **Will not boycott Israel during the term of the contract the above–named Company, business or individual with the City of Galveston, Texas.**

5/14/21  
DATE

Gregory Picard  
SIGNATURE OF COMPANY REPRESENTATIVE

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

## Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR  
DEEMING YOUR BID OR PROPOSAL  
“NON-RESPONSIVE.”**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

I do not owe the City property taxes that are delinquent.

I owe City property taxes that are delinquent on property located at

---

Gregory Picard

Proposer's Printed or Typed Name

*Gregory Picard*

Proposer's Signature

5/14/21

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A  
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE  
PROPOSAL.**

## Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

I am not related by blood or marriage to any official or employee of the City of Galveston

I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

If the Bidder or Proposer is **NOT** an individual:

The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: \_\_\_\_\_

Employee and title of City Official or Employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

## Appendix F - Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR Vertex Holdings, LLC

ADDRESS 2126 Shellbark Way, Texas City, TX 77568

PHONE 770-268-9492

FAX \_\_\_\_\_

PROPOSER (SIGNATURE) *Gregory Picard*

PROPOSER (PRINTED NAME) Gregory Picard

POSITION WITH COMPANY Owner

SIGNATURE OF COMPANY OFFICIAL  
AUTHORIZING THIS PROPOSAL *Gregory Picard*

COMPANY OFFICIAL  
(PRINTED NAME) Gregory Picard

OFFICIAL POSITION Owner

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

## Appendix G - Document 00435 The City of Galveston, Texas

### PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Gregory Picard

\_\_\_\_\_  
(Printed or typed Name of Signatory)

*Gregory Picard*

\_\_\_\_\_  
(Signature)

5/14/21

\_\_\_\_\_  
(Date)

**NOTE:** The penalty for making false statements in offers is prescribed in **18 U.S.C.**

**1001 END OF DOCUMENT 00435-FAA**

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

## Appendix H – No Intent to Submit Form

If your firm has chosen not to submit a Proposal for this procurement, please complete this form and submit to:

City of Galveston  
Purchasing Division  
PO Box 779  
Galveston, Texas 77553

City of Galveston  
Purchasing Division  
823 Rosenberg St. Room 300  
Galveston, Texas 77550

Please check all items that apply:

- |   |   |
|---|---|
| <input type="checkbox"/> Do not sell the item(s) required                               | <input type="checkbox"/> Cannot provide Insurance required              |
| <input type="checkbox"/> Cannot be competitive  | <input type="checkbox"/> Cannot provide Bonding required                |
| <input type="checkbox"/> Cannot meet specifications highlighted in the attached request | <input type="checkbox"/> Cannot comply with Indemnification requirement |
| <input type="checkbox"/> Job too large  | <input type="checkbox"/> Job too small                                  |
| <input type="checkbox"/> Do not wish to do business with the City of Galveston          | <input type="checkbox"/> Other: _____                                   |
| <input type="checkbox"/> Cannot submit electronically                                   |   |

COMPANY NAME (Please print): \_\_\_\_\_

Authorized Officer Name (Please print): \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

You may also email this form to: [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov).

## Appendix I - Intentionally Left Blank

## Appendix J – Scope of Work

### 1. Project Title: RFP 21-06 Parks Concessions and Vending Services

### 2. Scope of Work Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov).

### 3. Special Conditions

There are no bonding requirements for this solicitation.

**Proposal submittals must be uploaded to the City’s online electronic submission portal here: [Upload Submittal Here](#)**

**The maximum file size for upload is 250 mb.**

Electronic submittals must include the information below, in the order listed with tab pages at the beginning of each section. If additional information provided is not in a category listed below, include a miscellaneous section with a tab page entitled “Miscellaneous”. Failure to follow the instructions above may result in the disqualification of the submittal.

Proposals must be submitted in the following order:

- a. Required Documents – Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix G, and Acknowledgement of Addenda
- b. Usage Fee Proposal – how much will you pay to the City of Galveston for usage of facilities
- c. Qualifications – business summary, relevant information regarding business operations and size of company, brochures, resumes of project management staff and principle/owner of the company
- d. Methodology/Approach – how does your company plan to manage and operate the concessions for the City of Galveston – include information on number of staff at each facility, shift schedules, requirements for each employee (i.e. certificates required, etc.), cleaning schedules
- e. Product Lists and Proposed Pricing Schedule – provide the detailed product list and pricing for each item

Failure to follow the above order may result in the disqualification of the submittal.

#### 4. Proposal Evaluation Criteria

Percentages	Evaluation Criteria
Pass/Fail	Meets Minimum Qualifications
20	Price Structure and Types of Services
10	Quality of inventory offered and the Concessionaire's cleaning, maintenance, repair, and employee training capabilities.
10	Quality of inventory offered
20	Experience/References/Qualifications
40	Monthly Flat fee Paid to the City of Galveston

#### 5. Brand Manufacture Reference

As applicable.

#### 6. Key Events Schedule

Proposal Advertisement Date	April 20, 2021
Deadline for Submittal of Written Questions	April 30, 2021 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	May 17, 2021 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	June 2021
Anticipated Award Date	June 2021

#### 7. Scope of Services

##### I. Introduction

The City of Galveston is seeking proposals from qualified vendors to operate and manage concession and vending services at various park and seawall locations in the city limits of Galveston.

The purpose of offering a concession and vending program is to provide convenience and enhance the enjoyment of visitors to the City of Galveston. More information regarding the City of Galveston is available on the City of Galveston website: [www.galvestontx.gov](http://www.galvestontx.gov).

##### II. General Information

All proposals meeting the minimum qualifications requirements of this RFP will be reviewed and evaluated based on pre-determined evaluation criteria. All communication in regards to this solicitation must go through the Purchasing Division at [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov). Any communication to City personnel could result in disqualification.

The categories for evaluation are listed in Appendix J – Scope of Work Section 4 page 29. The selected proposer(s) will have the exclusive rights to sell approved concessions within the city limits of Galveston, only at the locations specified within this RFP.

The selected proposer will be required to operate in accordance with the terms and conditions outlined in the City of Galveston's RFP Terms and Conditions within Section II of this RFP document. Locations are as follows:

**Seawall Locations:**

Operating Hours:

No earlier than 7 a.m.; no later than 10 p.m.

- **Hampton Battery Park**
  - Located at 45<sup>th</sup> and Seawall Blvd.
  - Number of Available Vending Spaces - 1
  - Vendors may propose food and beverage trailer(s), cart(s), or kiosk(s) with any, or all of the following items: food, beverages, frozen novelties, beach supplies, and/or souvenirs.
  
- **Izard Battery Park**
  - Located at 48<sup>th</sup> and Seawall Blvd.
  - Number of Available Vending Spaces - 3
  - Vendors may propose food and beverage trailer(s), cart(s), or kiosk(s) with any, or all of the following items: food, beverages, frozen novelties, beach supplies, amusement rides, and/or souvenirs.
  
- **57<sup>th</sup> Street Seawall Ramp**
  - Number of Available Vending Spaces – 1 small space
  - Vendors may propose food and beverage trailer(s), cart(s), or kiosk(s) with any, or all of the following items: food, beverages, frozen novelties, beach supplies, amusement rides, and/or souvenirs.
  
- **Fort San Jacinto Park – east end of Seawall**
  - Number of Vending Spaces - 1
  - Vendors may propose a food and beverage truck(s), trailer(s), cart(s) with any, or all of the following items: food, beverages, frozen novelties, beach supplies, souvenirs, chair and umbrella rentals, water sport rentals, and horseback riding rentals.

The City of Galveston, its designee, and Galveston County have the right of entry at reasonable times to inspect, as necessary, vendor property.

**Pocket Park Locations:**

Operating Hours:

Hours of operation. Minimum 9 a.m. to 5 p.m. – weekdays and 9 a.m. to 6 p.m. – weekends.

- **Beach Pocket Park #1 – Parking Lot and Beachfront**
  - Located at the 7 ½ Mile Road Beach Access Point
  - Vendors may propose food and beverage truck(s), trailer(s), cart(s) with any, or all of the following items: food, beverages, alcohol sales considered with proper licensing and permitting, frozen novelties, beach supplies, souvenirs, chair and umbrella rentals, water sport rentals, and horseback riding rentals.
  
- **Beach Pocket Park #2 – Pavilion, Park Grounds, and Beachfront**
  - Located at 11745 FM 3005 – also known as 9 Mile Road Beach Access Point
  - Vendors may propose food and beverage concession stand, truck(s), trailer(s), cart(s) with any, or all of the following items: food, beverages, alcohol sales considered with proper licensing and permitting, frozen novelties, beach supplies, souvenirs, chair and umbrella rentals, water sport rentals, and horseback riding rentals.
  - The Pavilion and Park Grounds (includes beachfront) have the ability to be operated exclusively by the proposer.
    - Vendor will be required to maintain the park grounds of litter and debris.
    - Pavilion amenities must be maintained by the vendor including, but not limited to restrooms and showers.
    - Proposer must allow public access to the park amenities, including the pavilion during regular business hours. (9 am to 5 pm weekdays; 9 am to 6 pm weekends)
    - All utilities will be the sole responsibility of the awarded vendor.
  
- **Beach Pocket Park #3 – Parking Lot and Beachfront**
  - Located at 13315 Termini San Luis Pass Road – also known as 11 Mile Road Beach Access
  - Vendors may propose food and beverage truck(s), trailer(s), cart(s) with any, or all of the following items: food, beverages, alcohol sales considered with proper licensing and permitting frozen novelties, beach supplies, souvenirs, chair and umbrella rentals, water sport rentals, and horseback riding rentals.
  
- **Beach Pocket Park #4- Parking Lot and Beach Front**
  - Located at Beach Access Point #32
  - Vendors may propose food and beverage truck(s), trailer(s), cart(s) with any, or all of the following items: food, beverages, alcohol sales considered with proper licensing and permitting, frozen novelties, beach supplies, souvenirs, chair and umbrella rentals, water sport rentals, and horseback riding rentals.

The City of Galveston, or its designee, and Galveston County has the right of entry at reasonable times to inspect, to make repairs and alterations, or to run pipes or electrical wires as selected proposer may deem necessary, and must have access to the following:

- Beach Pocket Park #1 – Park Grounds

- Beach Pocket Park #2 – Pavilion, Parking Lot, and Ticket Booth
- Beach Pocket Park #3 – Park Grounds

#### IV. Concession Operations

Concession operations are a key component to the overall character of the beaches. The selected proposer will be required to satisfy the following conditions as part of the concession operations.

##### Personnel

The proposer will be responsible for hiring necessary personnel to conduct the operation of the concession stands. The operator will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, unemployment compensation, and workers' compensation.

##### Menu Items

The selected proposer is expected to serve quality food and drinks at a competitive price to meet the needs of beach patrons. All menu items and pricing must be submitted to the City of Galveston's Parks and Recreation Director for approval prior to any product sales. Alcohol sales are subject to City Ordinance and limited to specific locations. Any alcohol sales must require permits per City Ordinance and State of Texas law.

##### Subletting

No subletting will be allowed at any park, or Seawall location. Any violation will result in the immediate termination of the contract.

##### Submittals

The awarded vendor(s) will be required to submit a monthly sales report along with their monthly fee check to the City of Galveston. Payments are due to the City of Galveston on the 5<sup>th</sup> day of each month or after the next business day.

An annual financial statement of all sales will be required to be submitted to the City of Galveston no more than 2 weeks after the close of the annual contract term.

#### V. Minimum Qualification Requirements

Description of proposer's relative experience in operating a concession facility including relative size of business operated.

Description of proposer's key staff and their qualifications.

Minimum of four references to demonstrate the proposer's experience in successfully operating and managing a similar type of business. Do not use City of Galveston employees.

A sample menu including all proposed food and beverage items.

A list of non-food items to be sold and the pricing structure for each item.

Proof of commercial liability, worker's compensation, and automotive insurance.

Proposer's price structure for concession service for the agreement term.

A list of equipment with photos of the equipment must be submitted with the proposal.

## VI. Selection Criteria

The objective of this RFP is to provide dependable quality service with a reasonable usage fee or percentage paid to the City. The City selection panel will score the proposals, determine the proposal deemed most advantageous to the City. The City will make a final recommendation regarding the award to the qualified proposer. Accordingly, the successful Concessionaire will be selected by the City Council.

The evaluation categories are as follows:

- Meets Minimum Qualifications - Qualifications outlined in Section V. – Pass/Fail
- Price Structure and Types of Services – pricing should be competitive for items and services – 20%
- Quality of Equipment and Operational Approach – list equipment (brand, type, quantity, age of equipment) and operations plan – 10%
- Quality of inventory offered and the Concessionaire’s cleaning, maintenance, repair, and employee training capabilities. – 10%
- Experience/References/Qualifications – vendor should be experienced in the food and beverage industry and provide references of entities they provide a similar/like service – 20%
- Usage Fees Paid to the City of Galveston – vendor must provide the amount of usage fees they will pay to the City of Galveston for utilizing the properties. – 40%

## VII. RFP Overview

Any and all agreements arising out of proposals submitted hereunder (including any negotiations that follow) will not be binding on the City of Galveston, its officers, employees, or agents unless set forth in a Concession Agreement duly executed by the City Manager of the City of Galveston or appointed designee in accordance with applicable governing codes.

The Selection Committee will evaluate each responsive proposal submitted to the City of Galveston. Each proposal will be evaluated according to the following process:

- The first step in the evaluation process will be to determine whether the proposal conforms to the minimum qualification requirements for evaluation. Those proposals failing to meet minimum requirements, including completeness, format and content, will be rejected without further evaluation.
- Proposals not rejected will be submitted to the Selection Committee to be evaluated according to the criteria listed.

The proposal evaluation criteria have been established to assist the Selection Committee in determining which proposer will provide the best overall mix of products, service, choice and quality to the City of Galveston park patrons.



CITY OF GALVESTON – RFP # 21-06  
ADDENDUM # 1  
Parks Concessions and Vending Services

**Date:** 4/30/2021  
**To:** Prospective Proposers  
**Subject:** Addendum No. 1  
Parks Concessions and Vending Services to Pre-Bid Questions.

**This addendum forms part of the proposal and contract documents and modifies the original solicitation documents dated 4/20/2021. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.**

1. Question:  
Pocket Park 2: Would the current Bar and Restaurant Equipment stay with the Pavilion or will it be an empty shell that will need to have bar and cooking, dishwashing equipment added?

Answer:  
It will be the responsibility of the awarded vendor to supply the equipment.

The City of Galveston has adopted Resolution 20-015 concerning the acceptance of electronic solicitation submittals. The City will now begin accepting secured electronic submittals of solicitations. No paper copies will be accepted by the City of Galveston.

Submit the response to this solicitation using the link below: [Upload Submittal Here](#)

**I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.**

Gregory Picard  
**Authorized Signature**

5/15/2021  
**Date**

Gregory Picard  
**Printed Name**

Vertex Holdings, LLC  
**Company Name**

**A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL**



RFP 21-028

# Proposal for Pocket Park 1

May 14th, 2021

*Gregory Picard*  
*Owner/Operator*  
*770-268-9492*

[Gregory.Picard@vertexholdingsllc.com](mailto:Gregory.Picard@vertexholdingsllc.com)

May 14th, 2021

City of Galveston, Purchasing Division  
823 Rosenberg Street Rm300  
Galveston, TX 77550

RE: RFP # 21-06- Operation and Management of Pocket Park # 1

Dear members of the review panel,

It is with great optimism and enthusiasm that I submit the enclosed proposal for your consideration. You have a vision for the success and effectiveness of your Pocket Park # 1 concessionaire services and we want to help you realize and exceed those expectations. The team that you select to represent you, your venue, and your reputation is one of the most important decisions you can make when operating in a service industry, as you do. We are honored that you have taken the time to review our information and I look forward to earning a meeting in the hopes of attaining a contract to become your newest venue operating concessionaire.

When you entrust others to represent you it bestows the highest honor one can be given. I don't take that lightly. With our company, I will treat your venue as if it is my very own, providing professional and strategic solutions to your professional venue operation needs. As for opportunities, with this facility, they are endless. The additions include site amenities that will make the patrons visit to the venue a memorable and repeatable experience, whether they are coming for a day at the beach, a sun-tan, a quick dip in the Gulf. We look forward to going more in depth on our amenity additions in our meeting.

On behalf of our entire team, I thank you for taking the time to review the enclosed information on how I will exceed your expectations. For any questions, comments, or concerns please feel free to contact me via phone at 770-268-9492 or via e-mail at [Gregory.Picard@vertexholdings.com](mailto:Gregory.Picard@vertexholdings.com).

Sincerely,

Gregory Picard  
Owner, Vertex Holdings

**Table of Contents**

• Usage Fee Proposal	Pg 4
• Qualifications	Pg 5-8
• References	Pg 9
• Methodology & Approach	Pg 10-11
• Scope of Services Menu	Pg 12-15
• Equipment	Pg 16-20
• Misc.	Pg 21

**Usage Fee Proposal**

In-line with what the Parks Board considers a Tier IV location, we are hereby proposing the following:

- \$1,300 per year for umbrella rentals
- \$650 per year for mobile vending
- Total amount to be \$1,950 to be paid over the course of the months the park is open.
- All to be paid monthly by the 5<sup>th</sup> day of the following month

~~If an option of not going with a flat rate is desired, we would offer the following:~~

- ~~• \$50 per month for 6 months of season plus 5% of gross sales.~~
- ~~• We will offer designated City of Galveston official their own log-in to our POS system for full transparency of real time financials.~~

**Qualifications**  
**Owner/Operator Vertex Holdings LLC**



# GREGORY PICARD, MBA

Marketing Executive

2126 SHELBARK WAY  
TEXAS CITY, TX 77568

**SKILLS**

Working knowledge of MS Word, Excel, Power Point, ACT Database, ~~MapInfo, RayGeo~~, Power BI, Sales Management, ~~Comex~~, Sourcing, Sales Operations, Lean Processes, Inventory Management, Full P&L, CAPEX, NPV, ITAR, Cost Reduction Solutions, Shipping, Purchasing, POS, Salesforce, Microsoft Dynamics, Lotus Notes, Outlook, Excel, Payroll, Schedules, Business Process Mapping, Hiring, Employee Training, Management, Sales Growth, Cold Calling, Outside Sales, Inventory Control, National Accounts, Sales Presentations, Key Account Development, Logistics.

**CONTACT**

770-268-9492

EMAIL:

GREGORY.PICARD@VERTEXHOLDINGSLLC.COM

**EDUCATION**

University of Massachusetts Lowell – Lowell, MA  
B.S. in Business Administration (2010)  
GPA: 3.7

Boston College – Carroll School of Management  
M.B.A. in Business Administration (2013)  
GPA: 3.9

**WORK EXPERIENCE**

Siemens Industrial – Norcross, GA (Remote)  
Oct 2016 – Present

Director of Channel Marketing

- Lead, coach, train and maintain a team of 6 direct reports including product managers, marketing specialists and marcom for the Industrial Network, Wireless, Power Security and RFID product categories. With 23 indirect reports in product consultants, channel account managers and security specialist roles.
- Development and implementation of 12-month brand strategy with full P&L to include sales and marketing business plan specifically designed to increase profitability while growing attention and mindshare within channel
- Lead monthly update meetings with the executive leadership to report current status and ongoing action items.
- Define sales marketing programs with key channel partners in each region in coordination with channel marketing and channel sales management, track progress and ROI for reporting up in executive summary.
- Oversee ongoing development of marketing and sales processes, trainings and portfolio updates via online tools as well as in-person and hands on.
- Support business development within targeted verticals, such as panel shops, material handling, building automation, automotive, oil and gas and aerospace, utilizing specific marketing designed to ensure highest level of ROI according to defined KPI's.

**MAJOR STRENGTHS**

Ambitious, natural leader, effective and persuasive communication skills, internally driven, self-starter, analytical, forward thinking, detail oriented and process driven.

- Oversee and assign go to market strategy and key target accounts list for team of regional product consultants.
- Develop long term growth strategy utilizing acquired market and competitive knowledge while leveraging key strategic relationships.
- Total business of \$203mil that I have worked with my team to grow twice market, according to CME data, for the past 3 years. With being one of only two BU's to show YoY growth for FY18 and FY19 within Siemens automation.

**Anixter – Woburn, MA**

May 2014 – Oct 2016

**Sales and Operations Manager**

- Oversee a team of 6 inside sales professionals and 3 sales support staff, coaching the entire sales process from prospecting and cold calling through the close.
- Act as liaison between the customer, sales team and operations in developing, implementing and maintaining sales support programs and initiatives using analytics and metrics derived from internal PDS and CRM platforms. I am also charged with maintaining and using this data to undertake local and regional targeted marketing campaigns through both email and traditional mailers.
- Helped develop the current inside sales team business model, including the commission structure to ensure top profitability while driving growth through competitive incentives.
- Provide top service and value building as most of the core product offerings are quoted based on current ~~Copay~~ commodity pricing in addition to market-based costing. Team was on pace to exceed sales plan by about 11% and growing the customer base horizontally and vertically year over year by almost 20% in GP sales dollars.
- Left as number two in the company for the Presidents club in year over year GP sales growth.

**The Fastenal Company– Nashua, NH**

June 2011 – May 2014

**General Manager (Dec 2011 – May 2014)**

- Managed all operations, inventory management, strategic sales planning, scheduling, hiring, and training and advancement of 6 direct reports for a 150K a month branch.
- Held full P&L responsibility and managed customer base consisted of the top 10 key accounts and account for more than 60% of the total sales within the branch.
- Broke sales records monthly and moved branch from underperforming business unit to the top 5 of 100 branches for the New England region.

**The Colosseum Restaurant – Salem, NH**

Nov 2005 – Mar 2010

**Service Manager/Bartender**

- Provided a high level of customer service and satisfaction for an upscale clientele.
- Memorized an extensive drink and food menu with a daily and seasonal rotating specials menu.
- ~~SAP~~Safe certified
- In charge of bar schedule and bar inventory management, including order management

**Qualifications:**  
**General Manager**

**A Corporan**  
Cell: 201 245 7858  
Email: corporan7@msa.com

**PROFESSIONAL SUMMARY**

Dedicated manager with a strong work ethic and ability to build lasting client relationships. Experienced in operations management, sales, budget development, staffing, and cost control. With a significant knowledge and over 20 years of experience solving problems and up-selling products in the hospitality industry.

**SKILLS**

- Conflict Resolution
- Reading physical and emotional cues
- Excellent organizational skills
- Teamwork
- Clear communication, fluent in English and Spanish
- Food safety & management certified
- Planning menus
- Staff scheduling

**PROFESSIONAL EXPERIENCE**

**Bartender May 2018**

Grandoozy Festival

**Duties:**

- Bartender Server

**General Manager/Travel Agent June 1999- November 2010**

Arnold Travel Corporation

**Duties:**

- Working collaboratively and proactively with leadership to develop and implement key cost savings initiatives and process improvements.
  - Manage supplier relationships for travel partners, including partner management, negotiating and managing contracts with travel suppliers/partners.
  - Proposing strategies for business development of the travel industry.
  - Maintaining the financial account details and other budgetary reports of the agency.
  - Analyzing the reports to ascertain the growth of the agency and if needed, employing better work strategies to improve the business aspect of the agency.
  - Maintaining the up to date information on the travel operation and transportation mediums like trains, airplanes and buses.
  - Facilitating the customers in the booking of travel tickets and accommodation arrangements.
-

---

**Restaurant Server/ Restaurant Manager October 2005-November 2010**

Mi Bandera Restaurant

**Duties:**

- Schedule and direct staff in daily work assignments to maximize productivity
- Conduct daily pre-shift and weekly meeting to ensure organizational efficiency.
- Training and developing Crew Members, Assistant Manager and Manager Trainee
- Manage the development and performance of the restaurant team and work with HR and the restaurant leadership team in the hiring and training of seasonal staff.

**EDUCATION**

**Bachelor of Arts in Health Services Administration**

Keiser University - Fort Lauderdale, FL, June 2015

FDA and ISO regulations

**COMPUTER SKILLS**

- Microsoft Office (Word, Excel, PowerPoint)
- Sabre/Amadeus
- Square/Clover and other point of sale.

**Gregory Picard's Professional References**

<b>Andrew Krueger - Owner/Operator</b>	<b>Fresh Hub Eatery</b>	<b>(603) 475-3173</b>
<b>Michael Todesca – Partner/Manager</b>	<b>The Colosseum Restaurant</b>	<b>(603) 465-8500</b>
<b>Mike Winter – Partner/Owner</b>	<b>Mija Cantina</b>	<b>(617) 620-2200</b>
<b>Doug Lyons – National Product Coach</b>	<b>Texas Roadhouse</b>	<b>(978) 360-8958</b>

## **Methodology and Approach**

Mission Statement –To focus on becoming embedded in the community as an agent of unity and service. To enhance the beach going experience through providing a high level of customer service, great locally sourced food at a fair price and amenities that are fun for all ages.

### **Community Out-Reach:**

- Culinary co-op with local high school
- Humane Society adoption nights
- Winter Farmers Market
- Participation with Toys for Tots
- Local live music
- Local gallery pop ups
- Corn hole league
- Offering locally sourced brands of beer, liquor and food
- Become an active member in the Chamber of Commerce
- Special Olympics Texas
- Hosted charity events for local non-profits ( x % of gross sales will be donated to charity hosting)
- Host cook-off(s) with local high school and college culinary departments
- Host Galveston Food Bank-Food Drives

### **Goods and Services (Not including food):**

- Trivia and Bingo Nights
- ~~Wine Down Wednesdays~~
- Beach Yoga/Zumba Classes
- Brunch on the Beach
- Pet Friendly
- Rental of cabanas/umbrellas with service
- Beach volleyball/badminton/corn hole
- Military/First Responder appreciation nights
- Sandcastle competition
- Large game (Jenga, Life size Chess, Connect Four)
- Opportunities for local attractions and features to advertise
- Possible addition of aquatics amusement features

### **Health, Safety and Environmentally Friendly:**

- Save the turtles-Biodegradable straws or no straws
- Germicidal ultraviolet lighting for restrooms (kills covid)
- Introduction of touch free bathroom fixtures
- Introduction of Eco-friendly flatware

### Sample Schedule

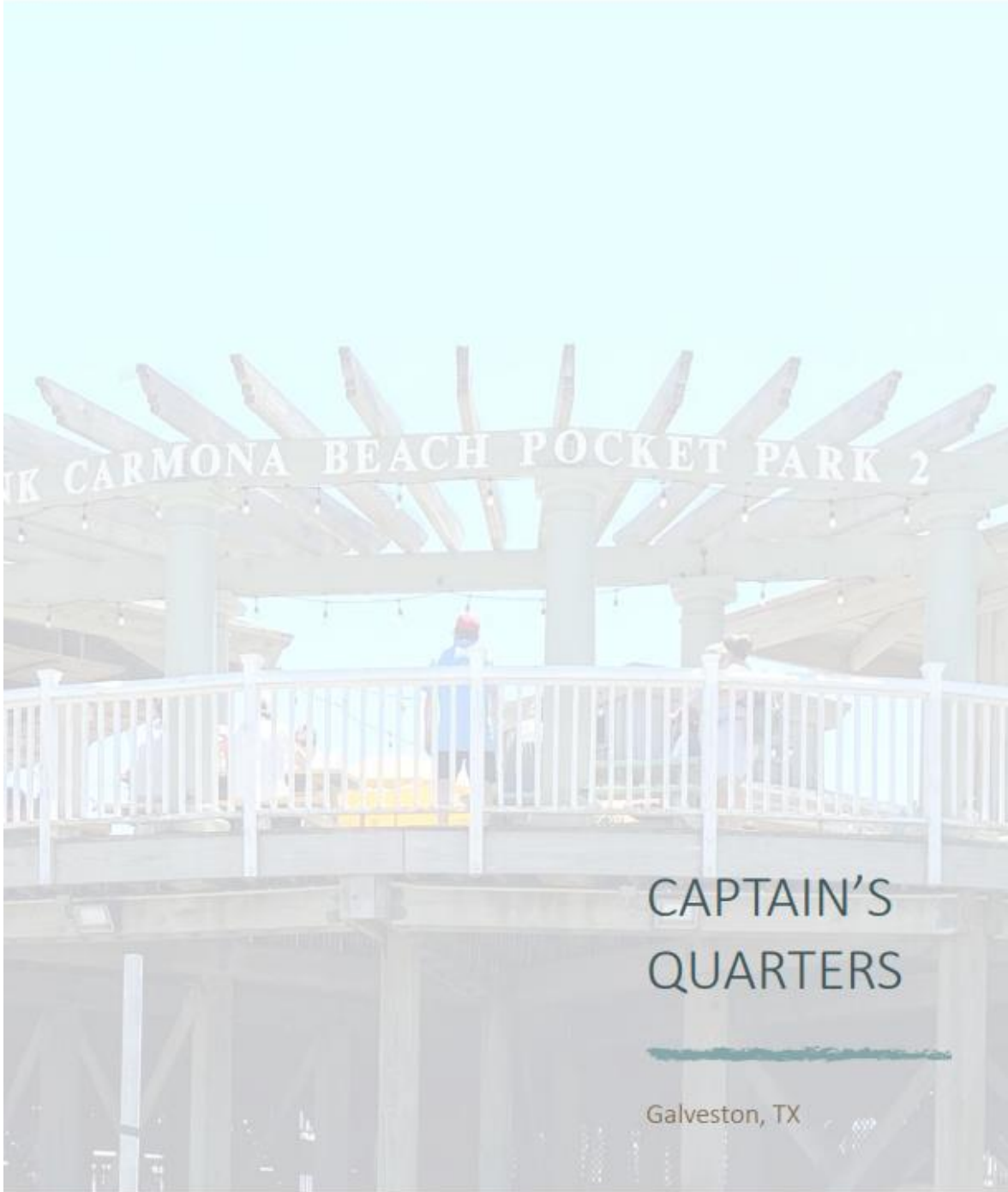
5/4/2021

Schedule (1).html

Staff	Mon, Apr 26	Tue, Apr 27	Wed, Apr 28	Thu, Apr 29	Fri, Apr 30	Sat, May 1	Sun, May 2
Owner Picard 44 hrs	8:00am - 7:00pm	12:00pm - 7:00pm		12:00pm - 7:00pm	8:00am - 4:00pm	8:00am - 7:00pm	
General Manager 43 hrs		8:00am - 4:00pm	8:00am - 7:00pm	8:00am - 2:00pm	12:00pm - 7:00pm		8:00am - 7:00pm
Bartender 29 hrs	10:00am - 3:00pm	2:00pm - 7:00pm	10:00am - 3:00pm	10:00am - 3:00pm		12:00pm - 4:00pm	10:00am - 3:00pm
Bartender 26 hrs	2:00pm - 7:00pm	10:00am - 3:00pm			10:00am - 3:00pm	10:00am - 3:00pm	11:00am - 5:00pm
Bartender 25 hrs			2:00pm - 7:00pm	2:00pm - 7:00pm	2:00pm - 7:00pm	2:00pm - 7:00pm	2:00pm - 7:00pm
Cook 30 hrs		1:00pm - 7:00pm	8:00am - 2:00pm	1:00pm - 7:00pm	8:00am - 2:00pm	1:00pm - 7:00pm	
Cook 30 hrs	1:00pm - 7:00pm	8:00am - 2:00pm		8:00am - 2:00pm		8:00am - 2:00pm	1:00pm - 7:00pm
Cook 24 hrs	8:00am - 2:00pm		1:00pm - 7:00pm		1:00pm - 7:00pm		8:00am - 2:00pm
Expediter 20 hrs				11:00am - 4:00pm	11:00am - 4:00pm	11:00am - 4:00pm	11:00am - 4:00pm
Runner 24 hrs	12:00pm - 5:00pm		12:00pm - 5:00pm		12:00pm - 4:00pm	12:00pm - 4:00pm	12:00pm - 6:00pm
Runner 26 hrs		12:00pm - 5:00pm		12:00pm - 5:00pm	12:00pm - 6:00pm	12:00pm - 6:00pm	12:00pm - 4:00pm
Rentals Attendant 22 hrs	12:00pm - 5:00pm		12:00pm - 5:00pm		12:00pm - 6:00pm		12:00pm - 6:00pm
Rentals Attendant 16 hrs		12:00pm - 5:00pm		12:00pm - 5:00pm		12:00pm - 6:00pm	

**Scope of Services**

**Menu:**



## FINGER FOODS/SHAREABLES

### EMPANADAS \$7.50

SAVORY STUFFED PASTERIES WITH YOUR CHOICE OF BEEF, CHEESE AND VEGGIE

### QUESADILLA \$6.00

FAJITA BEEF OR CHICKEN AND MONTEREY JACK CHEESE GRILLED IN A LARGE FLOUR TORTILLA

### KEBABS \$7.50

SUCCESSFUL BLEND OF PROTEIN & SEASONAL VEGETABLES SEASONALLY MARINATED

### LOADED NACHOS \$7.50

BUILD YOUR NACHO TOWER-CHOICE OF BEEF, CHICKEN, BABY SHRIMP, CHILLI, OLIVES, JALAPEÑO, SHREDDED CHEESE, SOUR CREAM, GUACAMOLE

## DEEP SIX-SANDWICHES/BURGER

CHOICE OF SIDE.

### BLT \$12.75

A NEW TWIST ON A CLASSIC SANDWICH WITH MAPLE CURED BACON. ADD AVOCADO IF FEELING ADVENTUROUS

### FIRST MATE CLUB. \$13.75

HONEY CURED HAM, OVEN ROASTED TURKEY, LETTUCE, TOMATO & MAYO ON A BUTTERED CROSSAINT & HONEY MUSTARD WITH YOUR CHOICE OF CHIPS OR FRIES

### HAWAIIAN SLIDERS. \$9.75

PINEAPPLE JELLY TOPPED MINI BURGERS ON WORLD FAMOUS HAWAIIAN

### CAPTAIN'S BURGER \$14.95

ALL BEEF SEASONED BURGER ON A TOASTED BUN WITH BLUE CHEESE CRUMBLE, BBQ SAUCE AND BACON

### ROAST BEEF AND SMOKED GOUDA \$12.75

DELICIOUS HONEY MUSTARD ON 2 CHALLAH BREAD, SANDWICH SLICED ROAST BEEF, SLICED GOUDA AND ROMAINE LETTUCE BETWEEN THE BREAD SLICES

### TOMATO AND MOZZARELLA WITH PESTO

FRESH MOZZARELLA, TOMATO, CIABATTA ROLLS, PESTO

## DRESSED TO THE NINES-SALADS

COBB SALAD

PIZZA PASTA SALAD

CAPRESE SALAD

CESAR SALAD

## GUNG HO-BOWLS \$16-\$20

CHOICE OF BROWN/WHITE RICE, LETTUCE, NODDLE OR CAULIFLOWER

CHOICE OF PROTEIN SAUSAGE, BEEF, CHICKEN, FISH OR SHRIMP

CARRIBEAN-BEANS, TOMATO & BLENDED SPICES

ASIAN-EDAMAME, SOY, CARROTS & SCRAMBLED EGGS

SPICY HAWAIIAN-PINEAPPLE & SRIRACHA

ITALIAN-SAUSAGE & PEPPERS

MEXICAN- PEPPERS, TOMATOES & TORTILLAS STRIPS

CALIFORNIAN-CAULIFLOWER & AVOCADO

## MIGHTY MATES-KIDS MENU

MAC AND CHEESE \$3

CHEESE PIZZA \$5

GRILLED CHEESE SLIDERS \$4

HAM AND CHEESE SLIDERS \$4

HOT/CORN DOGS \$3

CHICKEN FINGERS/FRIES \$5

### DRINK MENU

BEER \$4.00

WINE

\$5.00

SODA \$2.00

FROZEN MARGARITAS/DAIQUIRI

\$7.00

WATER \$1.00

### Rental Fee's

- (2) Chairs and Umbrella \$28.00

- (2) Lay-backs and Umbrella \$38.00

- (1) Cabana \$48.00

- Additional Chair \$9.00



**Equipment**



Omcan 39580 18" Commercial Double Deck Countertop Pizza Oven - 240V, 3200W



Star 8C-39S-A-230V Jetstar Popcorn Poppers Stainless Steel Top 230V



Star 8A-35SSC-120V Hot Dog Steamer 120V



Eurodib OASIS3 Frozen Drink Machine 3 Tanks 2.6 Gallons Each



Electrolux 169188 EMPower 2/3 Smooth and 1/3 Ribbed Scratch Resistant Chrome Gas Griddle  
Top 48"



Floor Fryer Liquid Propane 40 lb 90,000 BTU - Kitchen Monkey KMGF-90/LPG



South Beach Chaise Lounge



Adirondack Style Beach Chairs



Commercial Beach Umbrella



Commercial Grade Beach Side Tables

**Licenses, Insurance and Certification:** (All insurances and certificates presented at time of contract execution)

- TABC-Certification Texas Alcoholic Beverage Commission
- Texas Food Handler Certificate
- CPR Certification for all employees within first 3 months
- Serve Safe
- Chamber of Commerce membership
- Food Service Permit
- Mixed beverage permit
- Certified Tourism Ambassador (CTA) for all employees within first 3 months

**Food and Beverages:**

- Working on a spirit partnership with a top tier celebrity
- Specialty gluten-free, vegan, kosher items
- Rotating seasonal menu items (ex: lobster roll in the summer)
- Locally sourced ingredients
- ~~Locally sourced beer, wine and liquor~~

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2021-763950

Date Filed:  
 06/09/2021

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 VERTEX HOLDINGS, LLC  
 Texas City, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 City of Galveston

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 COG-CON-21-673  
 Parks Concessions and Vending Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Picard, Gregory	Texas City, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Gregory Picard, and my date of birth is 7/1/83.

My address is 2126 Shellbark Way, Texas City, TX, 77568, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Galveston County, State of Texas, on the 10 day of June, 2021.  
(month) (year)

*Gregory Picard*  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2021-763950

Date Filed:  
 06/09/2021

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 VERTEX HOLDINGS, LLC  
 Texas City, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 City of Galveston

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 COG-CON-21-673  
 Parks Concessions and Vending Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Picard, Gregory	Texas City, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Gregory Picard, and my date of birth is 7/1/83.

My address is 2126 Shellbark Way, Texas City, TX, 77568, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Galveston County, State of Texas, on the 10 day of June, 2021.  
(month) (year)

*Gregory Picard*  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)