



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Douglas Anderson III, Purchasing Agent*

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

### LEGAL NOTICE

#### Advertisement for Request for Proposal

January 28, 2008

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 08-020/DD, Security Equipment for Jefferson County. Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope. Offerors shall forward an original and seven (7) copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

There will be a pre-proposal conference and walk-through on February 6, 2008, at 9:00 AM in the Sheriff's office conference room at 1001 Pearl Street, Beaumont, Texas.

**PROPOSAL NAME:** Security Equipment for Jefferson County  
**PROPOSAL NO:** RFP 08-020/DD  
**DUE DATE/TIME:** 11:00 AM, February 25, 2008  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Donna Davis, Senior Buyer, at 409-835-8593.

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Douglas Anderson III

Purchasing Agent

Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News -

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## PROPOSAL SUBMITTAL CHECKLIST

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

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

Offeror shall check each box indicating compliance.

### THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Same contract with compensation sections blank.
- One (1) original and seven (7) copies of the proposal should be mailed to delivered no later than **11:00 AM, February 25, 2008**, to the Jefferson County Purchasing Department, 1149 Pearl Street, First Floor, Beaumont, TX 77701.

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Authorized Representative (Please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

# 1. INTRODUCTION TO OFFERORS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for a controlled building access system and video surveillance/CCTV for monitoring various building and property sites.

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

## 1.1 VENDOR INSTRUCTIONS

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

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

## 1.2 GOVERNING LAW

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

## 1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

#### **1.4 NOTIFICATION OF MOST CURRENT ADDRESS**

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

#### **1.5 PROPOSAL PREPARATION COST**

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

#### **1.6 SIGNATURE OF PROPOSAL**

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

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

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

#### **1.7 ECONOMY OF PRESENTATION**

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

#### **1.8 PROPOSAL OBLIGATION**

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

#### **1.9 INCORPORATION BY REFERENCE AND PRECEDENCE**

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

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

#### **1.10 GOVERNING FORMS**

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

#### **1.11 IMPLIED REQUIREMENTS**

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

#### **1.12 COMPLIANCE WITH RFP SPECIFICATIONS**

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

#### **1.13 EVALUATION**

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

#### **1.14 WITHDRAWAL OF PROPOSAL**

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



## 1.15 AWARD

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

## 1.16 OWNERSHIP OF PROPOSAL

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

## 1.17 DISQUALIFICATION OF OFFEROR

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Offerors.

## 1.18 CONTRACTUAL DEVELOPMENT

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

## 1.19 ASSIGNMENT

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

## 1.20 CONTRACT OBLIGATION

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

## 1.21 TERMINATION

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the bidder

becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

## **1.22 INSPECTIONS**

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

## **1.23 TESTING**

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

## **1.24 LOSS, DAMAGE, OR CLAIM**

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

## **1.25 WAIVER OF SUBROGATION**

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

## **1.26 CONFLICT OF INTEREST**

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure.

**1.27 ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS**

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

**1.28 PRE-PROPOSAL CONFERENCE**

There will be a pre-proposal conference and walk-through on February 6, 2008, at 9:00 AM, at Sheriff's Office Conference room at 1001 Pearl Street, Beaumont, Texas.

**1.29 DELIVERY OF PROPOSALS**

All proposals are to be delivered by 11:00 AM, central time, February 25, 2008, to:

Jefferson County Purchasing Department  
Douglas Anderson III, Purchasing Agent  
1149 Pearl Street, First Floor  
Beaumont, Texas 77701

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

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

Offeror must submit one (1) original and seven (7) exact duplicate, numbered copies of the proposal (for a total of eight (8)). Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

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

**1.30 QUESTIONS**

Questions may be faxed to Donna Davis at 409-835-8456. Technical questions may be directed to Brent Weaver at 409-835-8734.

**1.31 SCHEDULE OF EVENTS**

|                   |   |
|-------------------|---|
| January 28, 2008  | Issuance of Request for Proposal                            |
| February 6, 2008  | Pre Proposal Conference and walk-through (9:00 AM)          |
| February 25, 2008 | Deadline Submission (late proposals will not be considered) |

February 28, 2008

Proposals distributed to Evaluation Committee

March 6, 2008

Evaluation Committee Convenes to Tabulate Scoring  
and Determines Short List

March 10-14, 2008

Conduct Interview/Best and Final Offer/Short List

March 31, 2008

Recommendation for Award

## **2. RESPONSE FORMAT**

### **2.1 INTRODUCTION**

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

### **2.2 ORGANIZATION OF PROPOSAL CONTENTS**

Each proposal must be organized in the manner described below.

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

### **2.3 TRANSMITTAL LETTER**

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

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

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

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

## **2.4 EXECUTIVE SUMMARY**

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

## **2.5 TABLE OF CONTENTS**

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

## **2.6 OFFEROR IDENTIFYING INFORMATION**

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;

- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

## **2.7 CONFLICT OF INTEREST**

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

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

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

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

### 3. PROPOSAL SUBMITTAL

The Proposal is due no later than 11:00 AM, February 25, 2008, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided controlled building access system and video surveillance/CCTV of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Same contract with compensation sections blank.
- One (1) original and seven (7) copies of the proposal should be mailed to delivered to:

Jefferson County Purchasing Department  
First Floor  
1149 Pearl Street  
Beaumont, TX 77701

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.



## 4. SCOPE OF SERVICES

### 4.1 OVERVIEW

Jefferson County is located in Southeast Texas, with its county seat in Beaumont. Jefferson County is governed by a Commissioners' Court consisting of four (4) Precinct Commissioners and a County Judge. There are approximately forty-one (41) departments and approximately 1,064 full-time employees, assigned to the following government operations:

- General Government
- Judicial & Law Enforcement
- Education & Recreation
- Health & Welfare
- Maintenance (Equipment & Structures)

Public access is available Monday-Friday, 7:30 AM to 5:30 PM except on major holidays.

### 4.2 OBJECTIVE

Jefferson County is in need of a controlled building access system and video surveillance/CCTV for monitoring various building and property sites. This specification targets security industry integrators with a thorough complement of brands and technologies at their disposal, who can effectively manage the design, install, train and service of such systems. This RFP outlines the minimum requirements for building access system and surveillance/CCTV and components, which will serve as a starting point upon which Jefferson County can build their final desired system (through option add-ons), as well as mediums for proposal evaluation. This RFP is issued to establish minimum design and performance standards for Base Unit system configurations and comprehensive list of pricing for commercial/industry quality controlled building access components and video surveillance components. A comprehensive list of components related to each submitted proposal shall be priced and included in proposal. Offeror must have the ability to effectively sell and service the equipment to Jefferson County.

Offerors shall possess (and if a separate entity, Offeror's installation source) and submit evidence of with proposal, a current Texas Commission on Private Security license(s) for sales consulting and installation.

### 4.3 BASE SYSTEMS

A. Zonal Walk through Metal Detector with Positional Indicator Lights. Two (2) systems to be located at the front entrances, 1001 Pearl, Street, Beaumont, TX 77701. Minimum design and performance standards for this system as shown in "System A".

B. Advanced Imaging Medium Tunnel Capacity X-Ray Inspection System. Two (2) systems to be located at the front entrances, 1001 Pearl, Street, Beaumont, TX 77701. Minimum design and performance standards for this system as shown in "System B".

C. Digital Recording Closed Circuit Cameras with Associated monitoring equipment to support recording. Includes cameras, monitors, recorders, basic indoor mounting/housing for each base system camera and uninterruptible power supply for fifteen (15) minutes minimum system power backup. Twelve (12) cameras to be located at various sites, 1149 Pearl and 1001 Pearl, Beaumont, TX 77701. Minimum design and performance standards for this system as shown in "System C".

#### 4.4 MAINTENANCE AND REPAIR

All Offerors shall include pricing on labor costs for maintenance and repair, in cost per hour and/or lot price scenarios (note: maintenance contract pricing, such as a multi-year maintenance contracts/extended warranty options may be addressed).

#### 4.5 INSTALLATION: CABLE & LABOR COSTS

All Offerors shall include pricing for all installation elements.

#### 4.6 TRAINING

Offerors shall provide Jefferson County with comprehensive owner manuals, covering all components purchased in the specific systems. Jefferson County must have ongoing opportunity for communication with an engineer, sales engineer, or qualified technician, beginning at the time of installation and extending for the useful life of each system. Jefferson County prefers to have on-site training. Offerors shall include, pricing for system training, providing Jefferson County with detailed descriptions on training pricing. Offeror may present this in a price-per-hour and/or a set price scenario, but shall address training instructor costs, as well as training material, travel, and other relevant costs breakdowns. Where such training or training elements is standard and included in base prices, Offeror shall provide details and describe it as "Standard".

#### 4.7 SURETY FOR INSURANCE AND BONDING

Jefferson County shall require the successful Offeror to furnish, within ten (10) days after the date of the signing of a contract, a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). Within ten (10) days after the date of the signing of a contract, the successful Offeror shall furnish a payment bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

#### 4.8 PRICING

Proposals shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices bid will be considered as being based on F.O.B. delivered, freight included.

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

The following sections (Systems A, B and C) contain minimum configurations. Proposer may price all the controlled building access system and/or the video surveillance/CCTV system components. The cost proposal must be included in each copy of the proposal as provided in Appendix A.

## **SYSTEM A: ZONAL WALK THROUGH METAL DETECTOR WITH POSITIONAL INDICATOR LIGHTS**

### **Technical Specifications- Zonal Walk Through Metal Detector with Positional Indicator Lights**

- a. Purpose. The metal detector specified herein shall be used in such a manner as to prohibit the introduction of firearms, knives, and/or other weapons into the facility.
- b. Description. The equipment covered by this specification will provide a means by which packages and letters entering the facility shall be examined to insure that no weapons and/or potential explosives/contraband are being transported into a secure area.
- c. General Requirements. The equipment shall be new, not a used or demonstrator unit, and shall be from the manufacturer's latest offering and incorporate the manufacturer's newest technology and electronic design. All design and performance specifications shall be documented on the manufacturer's product cutsheets through photographs of the unit, the unit's dimensional drawings, and the unit's performance specifications.
- d. Physical Characteristics
  - 1) Weight: The unit shall weight at least 175 pounds.
  - 2) Overall Unit Dimensions: The unit's external dimensions shall not exceed 26 inches deep, 33 inches wide, and 88 inches high. Internal passageway dimensions shall not exceed 28 inches wide.
  - 3) Power Requirement: 110 VAC.

## **Technical Specifications- Zonal Walk Through Metal Detector with Positional Indicator Lights**

- 4) **Assembly and Disassembly Tools:** The unit shall include all tools for assembly and disassembly. Assembly time shall not exceed five (5) minutes.
- e. **Performance Requirements**
  - 1) No manual balancing or site calibration shall be required except for those functions associated with the actual detection applications, i.e., sensitivity, program, or volume.
  - 2) Throughput rate shall be from fifty (50) people per minute for hand gun detection to five (5) people per minute for detection of all metal, i.e., high security applications.
  - 3) Unit shall indicate the position of potential threat objects in at least sixteen (16) individual zones. The position of potential threat objects shall be displayed in a light bar mounted on the leg of the unit and extending the full length of the unit's support leg. The light bar shall have a minimum of twenty (20) indication zones and shall have at least a 180 degree field of view.
  - 4) No photoelectric or infrared or other detection device shall be used as an electronic gate to control traffic flow or serve as a means to disable the unit to reduce false alarms.
  - 5) The unit shall offer one hundred (100) different sensitivity levels.
  - 6) Synchronization shall be automatic between two or more metal detectors with a reciprocal distance down to 5 cm without the use of cables.
  - 7) The unit shall be capable of operating from 5 degrees F to 122 degrees F, up to 95% relative humidity. The maximum magnetic field level shall conform to the requirements of NILECJ-STD-00601.00 and the unit shall meet FCC Class A standards for emissions.
  - 8) Walk-through direction shall be bi-directional.
  - 9) Alarm duration shall be adjusted from .5 seconds to 5 seconds.
- f. **Electronics Console**

### **Technical Specifications- Zonal Walk Through Metal Detector with Positional Indicator Lights**

- 1) The electronics console shall be mounted on the overhead support of the archway.
- 2) The front panel shall be protected by a locking smoked plastic cover which when lifted will provide physical access to all the controls and indicators required by the user.
- 3) Access to the console's programming functions shall be via two user-programmable access codes.
- 4) Potential threats shall produce a visual and audible alarm proportional to the size of the object, i.e., more visual and audible alarm as the object increases in size.
- 5) One isolated from C alarm relay contact set shall be provided, 28VDC 2 Amp resistive.
- 6) Statistical analysis: Alarm count, transit counter, and alarm percentage shall be standard.
- g. Power Requirements: The AC power required to operate the system shall not exceed 50 VA. An AC circuit breaker shall provide safety protection, eliminating the need for fuses.
- h. Maintenance Support: The supplier shall provide a nationwide technical service network with toll-free (800 or equivalent) telephone support available 24 hours a day. On-site service shall be available seven (7) days a week. The manufacturer shall maintain a minimum of four (4) regional U.S. service centers managed by direct employees of the manufacturer and maintaining an inventory of equipment parts.
- i. Warranty: A minimum of a one (1) year parts warranty shall be delivered with the unit.

## **SYSTEM B: ADVANCED IMAGING MEDIUM TUNNEL CAPACITY X-RAY INSPECTION SYSTEM**

### **Technical Specifications: Advanced Imaging Medium Tunnel Capacity X-Ray Inspection System**

- a. Purpose. The X-ray screening equipment specified herein shall be used in such a manner as to prohibit the introduction of explosives, firearms, knives, and/or other potential threat objects or contraband into the facility.
- b. Description. The equipment covered by this specification shall provide a means by which packages and letters entering the facility shall be examined to insure that no weapons and/or potential explosives/contraband are being transported into a secured area.
- c. General Requirements: The equipment shall be new, not a used or a demonstrator unit, and shall be from the manufacturer's latest product offering and incorporate the manufacturer's newest technology and electronic design. All design and performance specifications shall be documented on the manufacturer's cutsheets through photographs of the unit, the unit's dimensional drawings, and the unit's performance specifications.
- d. Physical Characteristics.
  - 1) Weight: Not more than 750 pounds.
  - 2) Overall Unit Dimensions: Not greater than 68 inches long, 32 inches wide, and 47 inches high.
  - 3) Minimum Tunnel Size: 24 inches wide, 16 inches high
  - 4) Power Requirement: 110 VAC.
  - 5) Monitor Enclosure and Keyboard Mount: For securing the unit during relocation or after hours, the unit shall include a protective enclosure around the monitor that is secured to the unit's housing and a fold-up keyboard mount attached to the monitor enclosure.

**Technical Specifications: Advanced Imaging Medium Tunnel Capacity X-Ray Inspection System**

- 6) No Paint Chipping or Rust: All metal parts of the unit shall be either stainless steel or painted with a powder-coated technique to eliminate the possibility of chipping and rusting.
  - 7) The bidder shall submit with the bid a detailed architectural drawing showing the exact positioning of all equipment, including all dimensions.
- e. Imaging
- 1) Minimum Penetration: 30 mm of steel.
  - 2) Resolution: Greater than 40-gauge SWG or 38 gauge AWG.
  - 3) Digital Video Memory: 1280 x 1024 / 24.
  - 4) Grey Contrast: 22 visible/grey contrast levels.
  - 5) Grey Levels: 4096 stored.
  - 6) Image Processing/Conversion: 14-bit analog to digital conversion rate.
  - 7) Monitor: 17" SVGA.
- f. Design and Performance Requirements.
- 1) Long-Life Generator: Design shall be hermetically sealed oil-bath equipped with internal bellows expansion module with no oil breathing tube or tank. 140 kV operational power. Standard current shall not exceed 0.4 mA. Beam direction shall be diagonal with an L-shaped detector line.
  - 2) Photosensors at the entrance and exist of the tunnel shall activate and terminate the scanning process. The scanning process shall not be activated simply by starting the conveyor belt.
  - 3) Automatic Dense Area Detection and Enhancement: The system shall automatically identify dense areas and apply the high penetration function to only the dense area of the bag without lightening the surrounding objects.
  - 4) Infinite Stripping Capability: The unit shall incorporate the ability to strip layers of density in an infinite manner as opposed to a step method.

**Technical Specifications: Advanced Imaging Medium Tunnel Capacity X-Ray Inspection System**

- 5) Material Discrimination: Dual-Energy HI-MAT+ Organic/Inorganic presentation showing organic = orange, inorganic = blue, mixed = green.
- 6) Real-time Operation: All features shall be accessible to the operator without having to stop the belt.
- 7) Bi-Directional Scanning: The unit shall produce an image in both the forward and reverse belt directions.
- 8) Zoom: Stepless up to 16 times. Zoom function shall be available on partial images during the image generation process without stopping the belt.
- 9) Zoom Position Locator Box: In the zoom mode, the full image shall be displayed to the operator in the lower right of the monitor with the zoomed area highlighted.
- 10) Panning Zoom Pad: The zoom feature shall be controlled via buttons on the keyboard without the use of a mouse, trackball, or touchpad.
- 11) Single Button Zoom Function: The unit shall automatically center and magnify the most recent screen image to utilize the entire available monitor space.
- 12) Stored Image Review: The most recent 30 images shall be stored and available for retrieval by the operator for review by pressing a single button without having to reverse the belt and rescan the items.
- 13) Programmable Function Keys: All keyboard function keys shall be user programmable via a drop down menu without the assistance of factory personnel. All programming functions shall be accessible via the unit's primary keyboard without the need to connect a supplemental PC-style keyboard.
- 14) Computer-Based Operating System: all imaging functions shall be achieved via a PC-based operating system, Linux-based preferred.



**Technical Specifications: Advanced Imaging Medium Tunnel Capacity X-Ray Inspection System**

- 15) System Upgradeability: Future software upgrades or function enhancements shall be achieved by CD-ROM without the need to replace or exchange any hardware components.
- g. Image Archiving and Networking Capability: The system shall automatically archive all images with a unique time/date stamp and allow for automatic conversion and export of all images in JPEG and BMP format via a network connection on the outside of the unit's housing or directly to a USB thumbdrive on the outside of the unit's housing. No additional software shall be required on the unit or the network to view converted images that are automatically exported.
- h. Entry and Exit Table Requirements
  - 1) Entry table: .5 meter roller table
  - 2) Exit table: 1 meter roller table
- i. On-Site Training Requirement
  - 1) Operation training during installation (2 hours minimum)
  - 2) Image interpretation training (4 hours minimum scheduled for 2 weeks after installation)
- j. Warranty and Service
  - 1) One year all parts, labor, parts freight and travel expenses
  - 2) Five year pro-rated on the x-ray generator.
  - 3) Bidder shall provide documented minimum 7½ years mean time between failure (MTBF) on generator and 4½ years MTBF on the entire unit.
  - 4) Internationally certified ISO 9001 quality standard shall have been maintained by the manufacturer's factory for a minimum of 5 years.
  - 5) Bidder shall provide with bid package a detailed description of service response times and U.S. service locations.

## **SYSTEM C: DIGITAL RECORDING CLOSED CIRCUIT CAMERAS WITH ASSOCIATED MONITORING EQUIPMENT TO SUPPORT RECORDING**

**Technical Specifications: Digital Recording Closed Circuit Cameras with Associated monitoring equipment to support recording. Includes cameras, monitors, recorders, basic indoor mounting/housing for each base system camera and uninterruptible power supply for fifteen (15) minutes minimum system power backup.**

- a. Purpose. The Closed Circuit Camera equipment specified herein shall be used in such a manner as to prohibit the introduction of explosives, firearms, knives, and/or other potential threat objects or contraband into the facility.
- b. Description. The equipment covered by this specification shall provide a means by which packages and letters entering the facility shall be examined to insure that no weapons and/or potential explosives/contra-band are being transported into a secured area.
- c. General Requirements: The equipment shall be new, not a used or a demonstrator unit, and shall be from the manufacturer's latest product offering and incorporate the manufacturer's newest technology and electronic design. All design and performance specifications shall be documented on the manufacturer's cutsheets through photographs of the unit, the unit's dimensional drawings, and the unit's performance specifications.
- d. Physical Characteristics.
- e. Camera
  - 1) Color camera with day/night function and built-in motion detector
  - 2) Image Sensor: 1/3 – inch CCD chip
  - 3) Number of Pixels 512(H) x 492 (V)
  - 4) Horizontal Resolution: 480 TV Lines
  - 5) Video Output Level: 1 Volt p-p, 75 ohm
  - 6) Lens: 3.5 – 8.0 varifocal, auto iris
  - 7) Power Supply/Consumption: 1.8 or better
  - 8) Minimum Illumination: 0.1 Lux

**Technical Specifications: Digital Recording Closed Circuit Cameras with Associated monitoring equipment to support recording. Includes cameras, monitors, recorders, basic indoor mounting/housing for each base system camera and uninterruptible power supply for fifteen (15) minutes minimum system power backup.**

- 9) Lens Mount: C or CS
- 10) Power Supply/Consumption: OEM standard
- 11) Video Cable: RG59/U or RG6/U grade cable
- 12) Operating Temperature: 15 degrees F-120 degrees F
- 13) Other: DIN Outputs for Alarms, Motion, Sensors, and PIRs
- f. Color Monitor
  - 1) System Format: VGA
  - 2) Video Input: Standard Computer Monitor
  - Serial Connections
  - 3) Size: 17-inch Diagonal, Minimum
  - 4) Resolution, Horizontal: 400 TV lines
  - 5) Power Supply/Consumption: 120V
  - 6) Controls, Minimum: Sharp, Tint, Color
  - Brightness, Contrast, Volume
  - 7) Operating Temperature: 15 degrees F-120 degrees F
- g. Digital Video Multiplexer-Recorder
  - 1) Number of CPUs: 1
  - 2) Frames Rate: 7fps
  - 3) Surveillance: Simultaneous Camera Viewing and Recording
  - 4) Camera Inputs: 12
  - 5) Alarm Inputs: 4, Minimum
  - 6) Alarm Outputs: 4, Minimum

## **5. PROJECT REQUIREMENTS**

### **5.1 OBJECTIVE**

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included. In addition, the proposed work plan must contain provisions requiring review and approval by both the Jefferson County Executive and Jefferson County Commission.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

### **5.2 OFFEROR EXPERIENCE**

The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

### 5.3 OFFEROR PERSONNEL AND ORGANIZATION

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

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

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be

assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

## 6. PROPOSAL EVALUATION AND SELECTION PROCESS

### 6.1 INTRODUCTION

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

### 6.2 COST PROPOSAL

The Offeror must utilize the form provided in Appendix A in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.

### 6.3 PROPOSAL EVALUATION AND SELECTION

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from Jefferson County's Auditor Department, Purchasing Department, Legal Department, Engineering, and Correctional Facility.

### 6.4 EVALUATION CRITERIA

- a. **Responsiveness (15 points).** This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.
- b. **Implementation Plan (25 points).** Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the Management and Performance Review Consulting Services requested by this RFP and in managing the project.
- c. **Offeror Qualifications (25 points).** This refers to the overall qualifications of Offeror and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Offeror's performance on previous local government projects.
- d. **Personnel Qualifications (15 points).** This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Offeror's project team on previous projects with the County and similar projects.
- e. **Cost of Professional Services (20 points).** This is the expected amount your firm would be compensated for services provided to the County. The County will

consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

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

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

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

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



## APPENDIX A. COST PROPOSAL

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this RFP.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

|                  |  |    |
|------------------|--|----|
| 2                | System A. Zonal Walk-through Metal Detector with Positional Indicator Lights                                 | \$ |
| 2                | System B. Advanced Imaging Medium Tunnel Capacity X-Ray Inspection System                                    | \$ |
| 12               | System C. Digital Recording Closed Circuit Cameras with Associated Monitoring Equipment to Support Recording | \$ |
| Name of Offeror: |  |    |
| Signature:       |  |    |
| Title:           |  |    |

## APPENDIX B. NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX C. VENDOR REFERENCES

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

*THIS FORM MUST BE RETURNED WITH YOUR BID.*

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## APPENDIX D. SIGNATURE PAGE

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

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

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

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

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

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

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## APPENDIX E. CONFLICT OF INTEREST QUESTIONNAIRE

|   |                        |
|---|------------------------|
| <b>For vendor or other person doing business with local government entity</b>   |                        |
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government 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.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> | <b>OFFICE USE ONLY</b> |
| <p>1. Name of person doing business with local governmental entity.</p>   |                        |
| <p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>   |                        |
| <p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>   |                        |
| <p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>   |                        |

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**  
**Page 2**

**For vendor or other person doing business with local government entity**

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes       No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

# APPENDIX F. GOOD FAITH EFFORT (GFE)

## DETERMINATION CHECKLIST

*This information must be submitted with your bid.*

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

### Did the Prime Contractor/Consultant . . .

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

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

# APPENDIX G. NOTICE OF INTENT (NOI)

## TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

*This information must be submitted with your bid.*

**Instructions for Prime Contractor/Consultant:** Please submit the form to the Purchasing Agent's Representative after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

---

Contractor Name: \_\_\_\_\_ HUB: p Yes p No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

\_\_\_\_\_  
Printed Name of Contractor Representative

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of HUB

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

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

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



# APPENDIX H. HISTORICAL UNDERUTILIZED BUSINESS (HUB)

## SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

*This information must be submitted with your bid.*

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

---

### FOR HUB OFFICE USE ONLY:

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

---

### PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

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**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM  
PAGE 4 OF 4**

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
                                Street                                City                                State                                Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
                                Street                                City                                State                                Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

# APPENDIX I. RESIDENCE CERTIFICATION/TAX FORM

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

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

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

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

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

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Do you carry Health Insurance on your employees?      Yes       No

If yes, what is the percentage of employees insured?      \_\_\_\_\_%

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

# APPENDIX J. BID AFFIDAVIT

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

on this day personally appeared \_\_\_\_\_, who  
(name)

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

"I, \_\_\_\_\_ am a duly authorized officer of/agent  
(name)  
for \_\_\_\_\_ and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said \_\_\_\_\_  
(name of firm)

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

Name and address of bidder: \_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## APPENDIX K. AGREEMENT

**Agreement to Supply:** \_\_\_\_\_ **Contract No.:** \_\_\_\_\_

This agreement, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between Jefferson County, a county of the State of Texas, hereafter called the "County"

And Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

A Corporation  A Partnership  An Individual  Other: \_\_\_\_\_

authorized to do business in the State of Texas, hereinafter called the "Company." Witnesseth that: Whereas, the County did advertise and issue a Request for Proposal for supply the requirements of the County for the items and/or services above for a period of one year and the Contractor submitted a bid which was accepted and approved by the County.

Formal authorization of the contract was adopted by Commissioners' Court on: \_\_\_\_\_.

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide controlled building access system and video surveillance/CCTV for monitoring various building and property sites, per specifications, during the period beginning \_\_\_\_\_ and ending \_\_\_\_\_ for the requirements listed above and according to the following specifications, terms, covenants, and conditions:

a. The Legal Advertisement, Request for Proposal containing General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specification, addenda, and or any other attachments forming a part of RFP 08-020/DD, Security Equipment for Jefferson County and the Contractor's bid in response form a part of this contract and by reference made a part hereof.

b. In constructing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- 1) This contract for RFP 08-020/DD, Security Equipment for Jefferson County
- 2) The County's RFP and all addenda thereto
- 3) Contractor's proposal in response to the County's RFP

c. Warranty: The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the County shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the County is found to be defective or does not conform to specifications, the County reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. Cancellation: The County may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon thirty (30) days' written notice. This applies to all items of goods or services.

e. Taxes: All taxes applicable to the proceeds received by the Contractor hereunder shall be the liability of the Contractor. The County shall not hold nor pay amounts for Federal, State or Municipal income tax, Social Security, employment or Worker's Compensation.

f. Invoicing: Contractor will forward all invoices in duplicate for payment to the following: Jefferson County Auditor's Office, 1149 Pearl Street, 7<sup>th</sup> Floor, Beaumont, TX 77701. If discount, other than prompt payment terms applies, such discount must appear on the invoice.

g. Indemnification: Pursuant to the terms and conditions of this Agreement, the Contractor agrees to defend, save, hold harmless and indemnify the County, its successors and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, cause or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise against the County cause by the Contractor's, its employees' or agents' errors, omissions, or intentional or negligent acts in the performance of services pursuant to this Agreement.

h. Insurance: The Contractor shall within fifteen (15) days after signing this Agreement submit a Certification of Insurance to the Purchasing Agent indicating that the Contractor carries Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability, Comprehensive Automobile Liability Insurance, and Personal Property Insurance commensurate with the scope of services provided under this Agreement. Contractor shall maintain such policies at all times during the term of this Agreement. Certificate of Insurance shall be forwarded to:

Douglas Anderson III  
Jefferson County Purchasing Agent  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

2. Contract Special Conditions: The following special conditions are made a part of and modify this standard provisions contained in this contract. \_\_\_\_\_

3. Contract Summary:

a. Attachments: Vendor's proposal and blank copy of RFP specifications.

b. Payment terms: per RFP.

c. Delivery: per RFP.

d. Insurance:  Yes  No

e. Performance Bond/Letter of Credit:  Yes  No

4. Contractor's Phone Number: \_\_\_\_\_

5. Contractor's Fax Number: \_\_\_\_\_

6. Contractor's e-mail: \_\_\_\_\_ web site address: \_\_\_\_\_

Jefferson County

\_\_\_\_\_  
Ronald L Walker, County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

Approved as to Form by:

\_\_\_\_\_  
Tom Rugg, County Attorney

\_\_\_\_\_  
Name of Company Officer (print)

By:

\_\_\_\_\_  
Authorized Officer's Signature

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_



