



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE Advertisement for Invitation for Bids

May 26, 2009

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 09-100/KJS Minnie Rogers Juvenile Justice Center Surveillance System Upgrade for Jefferson County. **Specifications for this project may be obtained from the website, www.co.jefferson.tx.us or by calling 409-835-8593.**

Bids are to be addressed to the Purchasing Agent with the bid number and bid name marked on the outside of the envelope. Bidders shall forward an **original and two (2) copies** of their bid to the address shown below. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

There will be a pre-bid meeting on Thursday June 11, 2009, at 9:00am, at the Minnie Rogers Juvenile Justice Center at 5326 HWY 69 South, Beaumont, Texas 77705. For site viewing please contact Mike Fuselier, Jefferson County Engineering, at 409-835-8584.

BID NAME:	Minnie Rogers Juvenile Justice Center Surveillance System Upgrade for Jefferson County
BID NO:	IFB 09-100/KJS
DUE DATE/TIME:	11:00 AM, June 29, 2009
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas, 77701

Any questions relating to these requirements should be directed to Karen J. Smith, MBA, Contract Specialist/Senior Buyer, at 409-835-8593 or ksmith@co.jefferson.tx.us.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise – May 27, 2009 and June 3, 2009
Port Arthur News – May 27, 2009 and June 3, 2009

IFB 09-100/KJS
MINNIE ROGERS JUVENILE JUSTICE CENTER SURVEILLANCE
SYSTEM UPGRADE FOR JEFFERSON COUNTY
BIDS DUE: 11:00 AM, JUNE 29, 2009

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INSTRUCTIONS TO BIDDERS

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

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

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

All bids shall be tightly sealed in an opaque envelope and **plainly marked with the Invitation for Bid number**, due date, and the bidder's name and address.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

3. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

4. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

5. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investi-

gation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

6. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

7. Waiver of Subrogation

Bidder and bidder'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 bidder's performance under this agreement.

8. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

9. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

10. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

11. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

12. Delivery

Bids 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.

13. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

14. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

15. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

16. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

17. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

18. Definitions

“County” – Jefferson County, Texas.

“Contractor” – The bidder whose proposal is accepted by Jefferson County.

19. Minority-Women Business Enterprise Participation

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

GENERAL TERMS AND CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids

All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures

The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids After Bid Opening

Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates

The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status

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.

1.12 Quantities

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be distributed to all known recipients of bid documents. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery

schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder

To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Proprietary Data

Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 Public Bid Opening

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights

The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing

At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is **not** the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. **Contract shall commence on date of award and continue with an option for up to a four (4) year period.**

4.3 Change Order

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination

A price re-determination may be considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination

Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder become insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which 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 service within the proper amount of time, and/or to properly perform any and all services required 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. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 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.

When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder should submit as a bid this entire IFB, completed where necessary, for example, the IFB cover sheet, the Price Sheets, etc. Use an opaque envelope, **clearly indicating on the outside the Job Number, Job Description**, and marked "SEALED BID". Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

3. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

4. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

5. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

6. Insurance

The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements

Public Liability	\$300,000.00
Property Damage	\$300,000.00
Bodily Injury	\$300,000.00
Excess Liability	\$1,000,000.00
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

- 7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - 7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
 - 7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
 - 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
 - 7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
 - 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
 - 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
 - 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

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

MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Requirements where applicable. Contact Karen J. Smith, MBA, Contract Specialist/Senior Buyer (e-mail: ksmith@co.jefferson.tx.us , Phone: 409-835-8593), regarding any questions or comments. Please reference bid number 09-086/KJS.

SECTION 16010 - BASIC ELECTRICAL REQUIREMENTS

SECTION 16011 - SUPPORTS AND FASTENERS

SECTION 16015 - ELECTRICAL ALTERNATION PROJECT PROCEDURES

SECTION 16022 - CORRECTIONS DURING THE WARRANTY PERIOD

SECTION 16024 - INSTRUCTION OF OWNER'S PERSONNEL

SECTION 16025 - OPERATION AND MAINTENANCE MANUALS

SECTION 16026 - CONTRACT QUALITY CONTROL

SECTION 16028 - CLEANING

SECTION 16030 - TESTING OF ELECTRICAL SYSTEM

SECTION 16040 - PRODUCT DATA

SECTION 16090 - CONDUCTOR SYSTEMS - 600 VOLT RATING

SECTION 16100 - CONDUIT SYSTEMS

SECTION 16103 - GROUNDING

SECTION 16729 - CLOSED CIRCUIT TELEVISION SYSTEM WITH ATTACHMENTS:

BOSCH FLEXIDOME (xt+) VDC-455V SERIES CAMERAS

BOSCH FLEXIDOME (xf) VDC-485V SERIES CAMERAS

BOSCH FLEXIDOME (dn) VDN-495V SERIES DAY/NIGHT CAMERAS

BOSCH 42RTH 42-INCH HIGH-PERFORMANCE COLOR LCD FLAT PANEL MONITOR

D iBos 19 INCH DIGITAL VIDEO RECORDERS - VERSION 8 (AMEC)

MCS SERIES POWER SUPPLY

SECTION 16010 - BASIC ELECTRICAL REQUIREMENTS

SECTION 16011 - SUPPORTS AND FASTENERS

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MCS SERIES POWER SUPPLY

The specifications shown are **intended to define the level of quality, performance, and features ONLY**. Products offered shall be of equivalent dimensions, quality, performance and features or better (**the brand name product listed is not required**). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered

SECTION 16010

BASIC ELECTRICAL REQUIREMENTS

1.1 CONTRACTOR'S QUALIFICATIONS

- A. An approved contractor for the work under this division.
 - 1. A specialist in this field and have the personnel, experience, training, skill and the organization to provide a practical working system.
 - 2. Be able to furnish evidence of having contracted for and installed not less than three systems of comparable size and type to this one that have served their Owners satisfactorily for not less than three years.
- B. The Contractor shall employ a competent project superintendent for this work with experience in installing not less than three such systems.
 - 1. The superintendent shall be in attendance at the project during the performance of the work of this division.

1.2 MATERIALS AND EQUIPMENT

- A. All materials or equipment furnished for this work:
 - 1. New and delivered in undamaged original crates.
 - 2. Plainly marked for identification.
 - 3. Quality as specified.

1.3 DRAWINGS AND SPECIFICATIONS

- A. The electrical drawings:
 - 1. Are diagrammatic and shall be followed as closely as the actual construction will permit.
- B. Should any changes be required to make work specified in this division conform to the project as it is constructed submit request for directions before proceeding with the work. All changes due to poor coordination made without additional expense to the Owner.
- C. Exact locations of equipment and accessories in finished spaces:
 - 1. Determined by reference to drawings. When not specifically shown, locations of items to be approved prior to installation. Relocation before installation of up to 3 feet both vertically and horizontally from the position indicated on the drawings may be directed without additional cost.

1.4 PERMITS AND REGULATIONS

- A. Obtain all permits required.
- B. Conform to all federal, state and local ordinances and codes.
- C. Electrical work shall comply with applicable inspection services.
 - 1. Underwriter's Laboratories.
 - 2. National Fire Protection Association.
 - 3. State Health Department.
 - 4. Local Municipal Building Inspection Department.
- D. Where laws, codes or ordinances conflict with the specifications, then the laws, codes or ordinances govern.
- E. In cases where the specifications exceed in quantity or quality of material or labor, specifications shall be followed.
- F. In cases of conflict, submit request for direction before proceeding.

SECTION 16011 SUPPORTS AND FASTENERS

1.1 GENERAL

- A. Use methods and devices recommended by the equipment manufacturer.
- B. Fasteners shall be compatible with the material into which they are applied.
- C. The supporting and attaching devices shall be approved by all applicable codes and regulations.

1.2 QUALITY ASSURANCE

- A. Support systems shall be adequate for weight of equipment and conduit, including wiring, which they carry.

SECTION 16015 ELECTRICAL ALTERATION PROJECT PROCEDURES

1.1 EXISTING MATERIAL AND EQUIPMENT

- A. All existing material and equipment indicated on the drawings or in the specifications to be reused shall be thoroughly cleaned and reconditioned before installation and reuse in the modified system.
- B. All material or equipment removed which is not to be salvaged for Owner's use or for reuse on the project shall:
 - 1. Become the property of the contractor.
 - 2. Be promptly removed from the site.
- C. Material or equipment salvaged for Owner's use shall be carefully handled and stored where directed by the Owner.
- D. All material and equipment not indicated to be removed shall be re-connected to the systems.

1.2 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Demolish and extend existing electrical work under provisions of this section.
- B. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- C. Remove, relocate and extend existing installations to accommodate new construction.
- D. Remove abandoned wiring to source of supply.
- E. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit to a point beyond the finish line.
- F. Disconnect abandoned outlets and remove devices.
 - 1. Remove abandoned outlets if conduit servicing them is abandoned and removed.
 - 2. Provide blank cover for abandoned outlets which are not removed.
- G. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.

1.3 PROJECT/SITE CONDITIONS

- A. Install the work as shown on the drawings, unless prevented by project conditions.
- B. Prepare drawings showing proposed rearrangement of the work to meet project conditions, including changes to work specified in other sections.
 - 1. Obtain permission of the Owner before proceeding.

1.4 SEQUENCE AND SCHEDULING

- A. Refer to drawings for work in building areas.
 - 1. Where facilities in these areas are required to remain in service, any related work required to keep these facilities in operation is specified in this division.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.

1.5 PROTECTION OF THE WORK

- A. Provide adequate temporary support and auxiliary structure as necessary to assure structural value or integrity of affected portion of work.
- B. Provide devices and methods to protect other portions of the project from damage.
- C. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.

- D. Maintain access to existing electrical installations which remain active. Modify installation or provide access panel as appropriate.

1.6 MATCHING EXISTING ELEMENTS

- A. All materials, equipment and components of the new work in the same area with existing work; and exposed to common view with existing work; shall exactly match in appearance the existing materials, equipment and components.
- B. Discrepancies between drawings and specification references for the new work and the actual existing materials, equipment and components shall be resolved prior to the submission of shop drawings.

1.7 SITE SURVEY AND SYSTEM VERIFICATION

- A. Make a field survey of the existing camera system and general construction in the area of the work. Verify:
 - 1. Conduit clearances with respect to existing general construction, ductwork and piped services.
 - 2. Existing circuits that are to remain in service.
 - 3. Abandoned wiring and equipment serve only abandoned facilities.
 - 4. Other information required to construct the project.
- B. Demolition drawings are based on casual field observation and existing documents. Report discrepancies to Owner before disturbing existing installation.
- C. Relocate conduit in the area of the work, for other systems requiring precedence.

SECTION 16022 CORRECTIONS DURING THE WARRANTY PERIOD

1.1 GENERAL

- A. The guarantee and warranty period is for 12 months after Substantial Completion of the project.
- B. The Owner will notify the contractor of any failure or observed defects in the system during this period.
- C. Corrections to the work during this period and during regular working hours shall be at no cost to the Owner.
 - 1. Response time shall be no longer than the day following the call from the Owner.
- D. Emergency service shall be available to the Owner on a 24 hour every day basis during this period.
- E. Overtime work, if requested by the Owner, will be reimbursed at the difference between regular and premium labor at the contractor's current standard hourly billing rate for contract customers.

1.2 PROCEDURES

- A. Prior to commencing corrections during the warranty period, determine from the Owner any special requirements required to conform to his established policy for work on his premises.
- B. When the service technician arrives at the project to perform the corrective work, notify the Owner's authorized representative.
- C. Upon completion of the corrective work, file a signed copy of the service report with:
 - 1. The Owner's authorized representative.
 - 2. If the corrective work requires more than one day to complete, notify the Owner and give an estimate of the completion date.

SECTION 16024 INSTRUCTION OF OWNER'S PERSONNEL

1.1 GENERAL

- A. Before final inspection, conduct an on site training program to instruct the Owner's operating personnel in the operation of the camera system.
- B. Provide the training during the Owner's regular working day.
- C. The instructors shall be experienced in their phase of operation and maintenance of the building camera system and with the project.
- D. The Owner will provide a list of personnel to receive instructions and will coordinate their attendance at the agreed upon times.
- E. Use the Operation and Maintenance Manuals as the basis of instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- F. Demonstrate operation, control, adjustment, trouble shooting, servicing and maintenance of each item of equipment.
- G. Demonstrate equipment functions (both individually and as part of the total integrated system).
- H. Prepare and insert additional data in Operation and Maintenance Manuals when need for additional data becomes apparent during instructions.
- I. For equipment or systems requiring specific seasonal operation, perform instructions for other seasons within six months.

1.2 PROGRAM SYLLABUS

- A. Submit the proposed program syllabus prior to the requested date to commence training.
 - 1. Time and dates for each session.
 - 2. Subjects.
 - 3. Instructors.
 - 4. Other pertinent information.

1.3 MINIMUM INSTRUCTIONAL TIME

- A. As a minimum, allocate (4) total hours of dedicated instructor time.

1.4 CERTIFICATES AND REPORTS

- A. At the conclusion of the on site training program, have the person designated by the Owner sign a certificate to verify:
 - 1. He has a proper understanding of the system.
 - 2. The demonstrations and instructions have satisfactorily completed.
- B. The scope and content of the Operation and Maintenance Manuals used for the training program are satisfactory.

SECTION 16025 OPERATION AND MAINTENANCE MANUALS

1.1 REQUIREMENTS INCLUDED

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products and systems furnished under Contract.
 - 1. Prepare operation and maintenance data as specified in this section and as referenced in other pertinent sections of specifications.
- B. Deliver complete manual in final form.

1.2 FORM FOR MANUALS

- A. Prepare data in form of an instructional manual for use by Owner's personnel.

1.3 FORMAT FOR MANUALS

- A. Size: 8 1/2 in. x 11 in.
- B. Paper: 20 pound minimum, white, for typed pages.
- C. Text: manufacturer's printed data or neatly typewritten.
- D. Drawings:
 - 1. Provide reinforced punched binder tab and bind in text.
- E. Internally subdivide the manual contents with permanent page dividers, logically organized.
 - 1. Index tab titling clearly printed under reinforced laminated plastic tabs.
 - 2. Indexed tabs for each separate product or each piece of operating equipment or each operating system.
- F. Provide typed description of products and major component parts of equipment.

1.4 BINDERS

- A. Commercial quality "D ring" binders (three rings) with hard back and cleanable plastic covers.

1.5 COVER

- A. Identify volume with typed or printed title "OPERATION AND MAINTENANCE INSTRUCTIONS".
 - 1. Title of Project.
 - 2. Identify separate structures as applicable.
- B. Print identifying information on the front cover and spine.

1.6 CONTENT OF MANUALS

- A. Title sheet for volume.
- B. Title of Project.
 - 1. Names, addresses and telephone numbers of Architect/Engineer; sub-consultants; Contractor and subcontractor with name, address and telephone number of responsible parties.
- C. Table of Contents for each volume arranged in systematic order.
- D. For each product or system, list names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- E. Product data:
 - 1. Include only those sheets which are pertinent to the specific product.
 - 2. Annotate each sheet to clearly identify specific project or part installed.

3. Identify each product by product name and other identifying symbols as set forth in the Contract Documents.
4. Delete references to inapplicable information.
- F. Type text as required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- G. Warranties, reports, certificates, forms and other documents.
 1. Original copy of each warranty.
 2. Copy of the tests and reports specified in the related individual specification section.
 3. Original copy of each certificate, report and receipt bearing signatures and Notary Seal as appropriate.

1.7 **MANUAL FOR EQUIPMENT AND SYSTEMS**

- A. Content for each electric and electronic system as appropriate:
 1. Description of system and component parts.
 2. Function, normal operating characteristics and limiting conditions.
- B. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.

1.8 **OPERATION AND MAINTENANCE MANUAL SUBMISSION SCHEDULE**

- A. The Operation and Maintenance Manual to the Owner shall be complete.

SECTION 16026 CONTRACT QUALITY CONTROL

1.1 REQUIREMENTS INCLUDED

- A. General Quality Control.
- B. Workmanship.
- C. Manufacturer's Instructions.

1.2 QUALITY CONTROL PROGRAM

- A. Maintain quality control over supervision, subcontractors, suppliers, manufacturers, products, services, site conditions and workmanship to produce work in accordance with the Contract Documents.

1.3 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration and racking.
- D. Provide finishes to match approved samples.

1.4 MANUFACTURER'S INSTRUCTIONS

- A. Comply with instructions in full detail, including each step in sequence.
- B. Should instruction conflict with Contract Documents, request clarification from Owner before proceeding.

SECTION 16028 CLEANING

1.1 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods suitable for or recommended by the manufacturer of the surface material to be cleaned.

- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

1.2 DURING CONSTRUCTION

- A. Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

1.3 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels and other foreign materials from sight-exposed surfaces of equipment and luminaries.
- C. Touch up damage to painted surfaces using only manufacturer's supplied touch-up paint.

SECTION 16030 TESTING OF ELECTRICAL SYSTEM

1.1 GENERAL

- A. Provide an electrical testing technician to make tests and evaluations to determine that the electrical system is installed and adjusted for successful energization and operation.
- B. The testing technicians shall be trained and experienced in the testing they conduct.
- C. Testing equipment shall be in good working order and comply with the requirements of the applicable industry standards.
- D. The testing technician shall utilize comprehensive report forms to document appraisal and test results.
 - 1. Upon completion of the work, the report forms shall be signed by the technician and included in the final report.
- E. Testing shall be done in accordance with:
 - 1. Manufacturer's printed testing procedures.
 - 2. ANSI Standards
 - 3. NEMA Standards.
- F. Coordinate with special tests and equipment start up specified in the related section.

1.2 TESTS

- A. Tests shall be complete and results approved before final inspection is begun.
- B. Each complete device connected shall test free from short circuits and grounds and have an insulation resistance between conductors and ground, based on maximum load, not less than required by the latest edition of the National Electrical Code.
- C. Test the ground of the electrical neutral. Ground resistance shall not exceed 10 ohms.
- D. Test reports shall be bound in the Operation and Maintenance Manuals.

SECTION 16040 PRODUCT DATA

1.1 GENERAL

- A. Prepare submittal as required by the Contract Documents.
- B. The term submittal, as used herein, refers to all:
 - 1. Product data.
- C. Submittals shall be prepared and produced for:
 - 1. Inclusion in the Operation and Maintenance Manuals, as specified, in the related section.
- D. Submittals shall be reviewed by the Owner.

1.2 PRODUCT DATA

- A. Submit only pages which are pertinent.
- B. Mark each copy of standard printed data to identify pertinent products, referenced to specification section and article number.
- C. Show reference standards, performance characteristics and capacities; wiring diagrams and controls; component parts; finishes; dimensions and required clearances.
- D. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the work. Delete information not applicable.

1.3 CONTRACTOR RESPONSIBILITIES

- A. Review submittals prior to transmittal.
- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Manufacturer's catalog numbers.
 - 4. Conformance with requirements of Contract Documents.
- C. Coordinate submittals with requirements of the work and of the Contract Documents.
- D. Notify the Owner in writing at time of submission of any deviations in the submittals from requirements of the Contract Documents.
- E. Do not fabricate products, or begin work for which submittals are specified, until such submittals have been produced and approved by Owner.
- F. Submittals shall show sufficient data to indicate complete compliance with Contract Documents:

1.4 SUBMISSION REQUIREMENTS

- A. Make submittals promptly in accordance with approved schedule and in such sequence as to cause no delay in the work or in the work of any other Contractor.
- B. Number of submittals required:
 - 1. Product data: submit the number of copies which the contractor requires, plus one which will be retained by the Owner.
- C. Accompany submittals with transmittal letter, in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. The number of each shop drawing and project datum.
 - 5. Other pertinent data.

- D. Submittals shall include:
 - 1. The date of submission.
 - 2. The project title and number.
 - 3. Contract identification.
 - 4. The names of:
 - a. Contractor.
 - b. Subcontractor.
 - c. Supplier.
 - d. Manufacturer.
 - 5. Identification of the product.
 - 6. Field dimensions, clearly identified as such.
 - 7. Relation to adjacent or critical features of the work or materials.
 - 8. Applicable standards, such as ASTM or federal specifications numbers.
 - 9. Identification of deviations from Contract Documents.
 - 10. Contractor's signed and dated Stamp of Approval.

1.5 SUBMITTAL SPECIFICATION INFORMATION

- A. Every submittal document to be reviewed by the Owner shall bear the following information as used in the Project Manual:
 - 1. The related specification section number.
 - 2. The exact specification section title.

1.6 RESUBMISSION REQUIREMENTS

- A. Make re-submittals under procedures specified for initial submittals.
 - 1. Indicate that the document is a re-submittal.
 - 2. Identify changes made since previous submittals.

1.7 CONTRACTOR'S STAMP OF APPROVAL

- A. Contractor shall stamp and sign each document certifying to the review of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of Contract Documents.
- B. Contractor's stamp of approval on any submittal shall constitute a representation to Owner that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each submittal with the requirements of the work and the Contract Documents.
- C. Do not deliver any submittals to the Owner that do not bear the Contractor's stamp of approval and signature.
- D. Submittals delivered to the Owner without Contractor's stamp of approval and signature will not be processed.
 - 1. The Contractor shall bear the risk of all delays, as if no submittal had been delivered.

1.8 OWNER REVIEW OF IDENTIFIED SUBMITTALS

- A. The Owner will:
 - 1. Review submittals with reasonable promptness and in accordance with schedule.
 - 2. Affix stamp and initials or signature and indicate requirements for

- 3. resubmittal or approval of submittal.
- B. Return submittals to Contractor.
- B. Review and approval of submittals will not extend to design data reflected in submittals which is peculiarly within the special expertise of the Contractor or any party dealing directly with the Contractor.
- C. Owner's review and approval is only for conformance with the design concept of the project and for compliance with the information given in the contract.
 - 1. The review shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto.
 - 2. The review shall not extend to review of quantities, dimensions, weights or gauges, fabrication processes or coordination with the work of other trades.
- D. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

SECTION 16090 CONDUCTOR SYSTEMS - 600 VOLT RATING

1.1 GENERAL

- A. Conductors:
 - 1. Soft drawn annealed copper.
 - 2. Having a conductivity of not less than 98% of that of pure copper.
 - 3. Continuous without weld or splice throughout its length.
 - 4. Approved by NEC for the environment.
 - 5. Bear the UL label.

1.2 CIRCUITRY

- A. The intent of the drawings is to indicate schematically the circuitry required.
- B. Branch circuits may be grouped in a single raceway provided the work performed in grouping conductors:
 - 1. Complies with all applicable articles in the National Electrical Code and governing local codes.
 - 2. Includes but shall not be limited to ampacity derating of conductors.
 - 3. Observes maximum capacities of raceways.
- C. Adopt a standard connection system to lights and appliances uniform throughout the system.
- D. Insure that branch circuits are so connected to the panels as to provide balanced loading insofar as practical.

1.3 CONDUCTORS AND CONNECTIONS

- A. Install no branch circuit with wire smaller than No. 12.
 - 1. Control wiring may be No. 16 unless larger conductors are required to offset voltage drop.
- B. Connections for electrical and mechanical security:
 - 1. No. 10 wire and smaller made with indent type splice caps or electrical spring connectors.
 - 2. Cover joints with sufficient plastic tape or caps to insure insulating value equal to that of the conductor insulation itself.
 - 3. Pad sharp corners and voids to prevent damage.

SECTION 16100 CONDUIT SYSTEMS

1.1 GENERAL

- A. Install conduit systems as scheduled or as shown on the drawings.
- B. Installation and all components of the system:
 - 1. UL labeled.
 - 2. Conform to:
 - a. National Electrical Code.
 - b. All local codes.
- C. Use fittings and methods of joining conduit as set forth in the National Electrical Code.
- D. Conduit terminations at electrical equipment and boxes:
 - 1. Secured in place by locknuts inside and outside.
 - 2. Provided with approved bushings.
- E. Join rigid conduit with standard couplings according to the manufacturer's recommendations.
- F. Install all conduit in the most direct, neat and workmanlike manner, employing only skilled mechanics.
 - 1. Install conduit to conserve building space and not interfere with use of space.
- G. Hold horizontal and vertical conduit as close as possible to walls, ceilings, struts and members as to occupy the minimum space consistent with the proper requirements for service of adjacent elements.
- H. Concealed work shall finish off within the limits permitted by the chases.
- I. Layout to maintain headroom, neat mechanical appearance and to support equipment loads required.

1.2 CONDUIT

- A. Electrical metallic tubing (EMT).
 - 1. Cold rolled steel tubing.
 - 2. Zinc coated inside and out.
 - 3. UL labeled standard weight.
- B. Fittings meet same requirements as for EMT. UL labeled.
 - 1. Compression fittings.
 - 2. Cast metal not approved.

1.3 INSTALLATION

- A. In suspended ceilings, support conduit runs from structure, not ceiling system construction.
- B. Lay out and install all conduit runs to avoid proximity to hot pipes. Do not install runs within 6" of hot pipes.
- C. Conduit concealed unless definitely shown otherwise.
- D. Cap or plug conduit ends upon completion of the run until the wire is pulled.
- E. Swab out conduit to remove moisture and debris before wires are pulled in.
- F. Completely install each conduit run prior to pulling conductors.
- G. Install expansion fittings and bonding jumpers where conduit crosses building expansion joints.
- H. Route all exposed conduits parallel or perpendicular to building lines.
- I. Alter conduit routing to avoid structural obstructions, minimizing crossovers.

1.4 MINIMUM CONDUIT SIZES

- A. All branch circuits (unless noted otherwise): 3/4".

1.5 RACEWAY CONTINUITY

- A. Assure the electrical continuity of all metal conduit systems.
- B. Approved methods:
 - 1. Threadless fittings made up tight, with conduit or metal clad cable.
 - 2. Two locknuts, one inside and one outside of boxes or cabinets.
 - 3. Threaded compression couplings and threaded bosses on enclosures: make up joints wrench tight.
 - 4. Threadless compression coupling on rigid metal conduit and electrical metallic tubing: make joints tight.
 - 5. Use bonding jumpers around knockouts which are formed to impair the electrical grounding continuity.
- C. Locknuts and bushings are not approved for electrical continuity.

SECTION 16103 GROUNDING

1.1 GENERAL

- A. Grounding shall conform to the requirements of:
 - 1. National Electrical Code.
 - 2. Governing local codes.
- B. Ground effectively and permanently.
 - 1. Neutral conductor.
 - 2. All conduit systems.
 - 3. All electrical equipment.

1.2 REFERENCE STANDARDS

- A. ANSI/IEEE Standard 142 - "Recommended Practice for Grounding of Industrial and Commercial Power Systems".
- B. ANSI/UL 467 - "Safety Standard for Grounding and Bonding Equipment".

SECTION 16729 CLOSED CIRCUIT TELEVISION SYSTEM

1.1 GENERAL

- A. Expand existing closed circuit television system for surveillance of the areas shown on the drawings.
- B. Provide all the equipment specified as well as all miscellaneous parts and materials required for proper installation and operation of the system.
- C. Install the equipment according to the specifications and with regard to the manufacturers recommendations.
- D. Provide all Electrical Contractor services required.

1.2 ACCEPTABLE CONTRACTOR

- A. An acceptable contractor shall be an authorized agent/distributor for the specified components of the CCTV system.
 - 1. Maintain a staff of specialists for technical assistance, installation and maintenance of the systems.
 - 2. Stock the required spare parts to keep the system in operation.
 - 3. Provide next working day service.
- B. The contractor shall provide proof of having installed at least three similar systems within the past three years.
 - 1. Satisfactorily served for the intended use.

1.3 CONDUIT AND CONDUCTORS

- A. Install all systems in conduit where required.
- B. Color code wires in accordance with IPCEA Standards.
- C. Provide numbered labels on both ends of all cables.
- D. Refer to Section 16100 of the specifications for conduit specifications.
- E. Use cables as specified by the system manufacturer.
- F. Use plenum rated cables above existing ceilings.

1.4 SYSTEM COMPONENTS

- A. Cameras
 - 1. Bosch **(equivalent or better than)** VDN-495V03-20S Camera
 - 2. Bosch **(equivalent or better than)** VDC-485V03-20S Camera
 - 3. Bosch **(equivalent or better than)** VDC-455V03-20S Camera
- B. Monitor
 - 1. Bosch **(equivalent or better than)** 42RTC 42" Monitor
 - 2. Bosch **(equivalent or better than)** ST660 Monitor Mounting Bracket
- C. Miscellaneous Components
 - 1. Bosch **(equivalent or better than)** DBSR002 Client Software
 - 2. Bosch **(equivalent or better than)** DB30C5160R2 Digital Video Recorder
 - 3. Pelco **(equivalent or better than)** MCS16-20S 16 Output Power Supply
 - 4. Pelco **(equivalent or better than)** CM9760-VCC Video Connection Card
 - 5. Pelco **(equivalent or better than)** CM9760-RPC Rear Panel Card
 - 6. Coleman **(equivalent or better than)** P20RG59/182/CMP RG59 Coax Power Cable

7. TDK (**equivalent or better than**) LTO-ULTRIUMS 3 4GB Backup Tapes
8. Miscellaneous materials required for installation and system operation

1.5 INSTRUCTIONS

- A. Demonstrate the performance of the system and give instructions for proper operation and maintenance to the owner.
- B. Instruct the owners building operating personnel and the campus security personnel.
- C. The manufacturer's representative, the installer, and the contractor will instruct the owner on how to operate the system and demonstrate each function.
 1. Prepare a demonstration intrusion scenario to simulate every capability of the system.
- D. Complete instructions prior to the final inspections.

1.6 SUBMITTALS

- A. Submit product data sheets of each device to be furnished.

**MINNIE ROGERS JUVENILE JUSTICE CENTER
SURVEILLANCE SYSTEM UPGRADE**

FOR

BEAUMONT

JEFFERSON COUNTY

TEXAS

GALEWSKY & JOHNSTON

CONSULTING ENGINEERS, INC.

1275 NORTH MAJOR DRIVE

BEAUMONT, TEXAS 77706-4060

MAY, 2009



JOB NUMBER: 09001



1 SECURITY PLAN - PROBATION/COURT
SCALE: 1/8" = 1'-0"

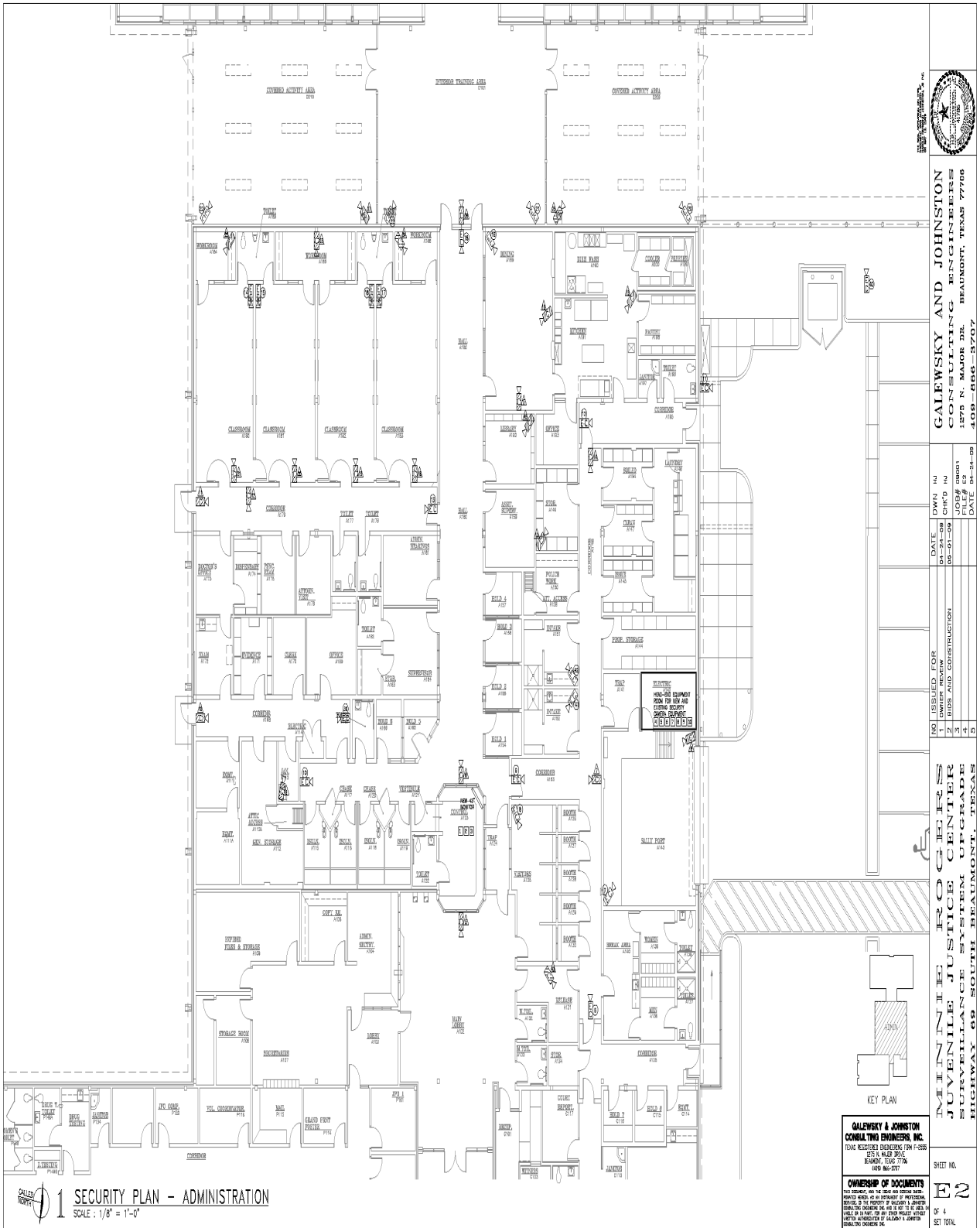


GALEWSKY AND JOHNSTON
CONSULTING ENGINEERS
1275 N. MAJOR DR. BEAUMONT, TEXAS 77705
409-866-3707

NO.	ISSUED FOR	DATE	DRAWN BY	DATE
1	OWNER REVIEW	04-24-08	CHK'D BY	
2	BIDD AND CONSTRUCTION	05-21-08	JOB#	08001
3			FILE#	01
4			DATE	11-24-08

MINNIE ROGERS
JUVENILE JUSTICE CENTER
SURVEILLANCE SYSTEM UPGRADE
HIGHWAY 69 SOUTH BEAUMONT, TEXAS

<p>GALEWSKY & JOHNSTON CONSULTING ENGINEERS, INC. 1506 REDWOOD DR. #100 1575 N. MAJOR DR. BEAUMONT, TEXAS 77706 (409) 866-3707</p>	<p>SHEET NO. E1</p> <p>OF 4 SET TOTAL</p>
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1 SECURITY PLAN - ADMINISTRATION
SCALE: 1/8" = 1'-0"

OWNERSHIP OF DOCUMENTS
THIS DOCUMENT IS THE PROPERTY OF GALEWSKY & JOHNSTON CONSULTING ENGINEERS, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GALEWSKY & JOHNSTON CONSULTING ENGINEERS, INC.

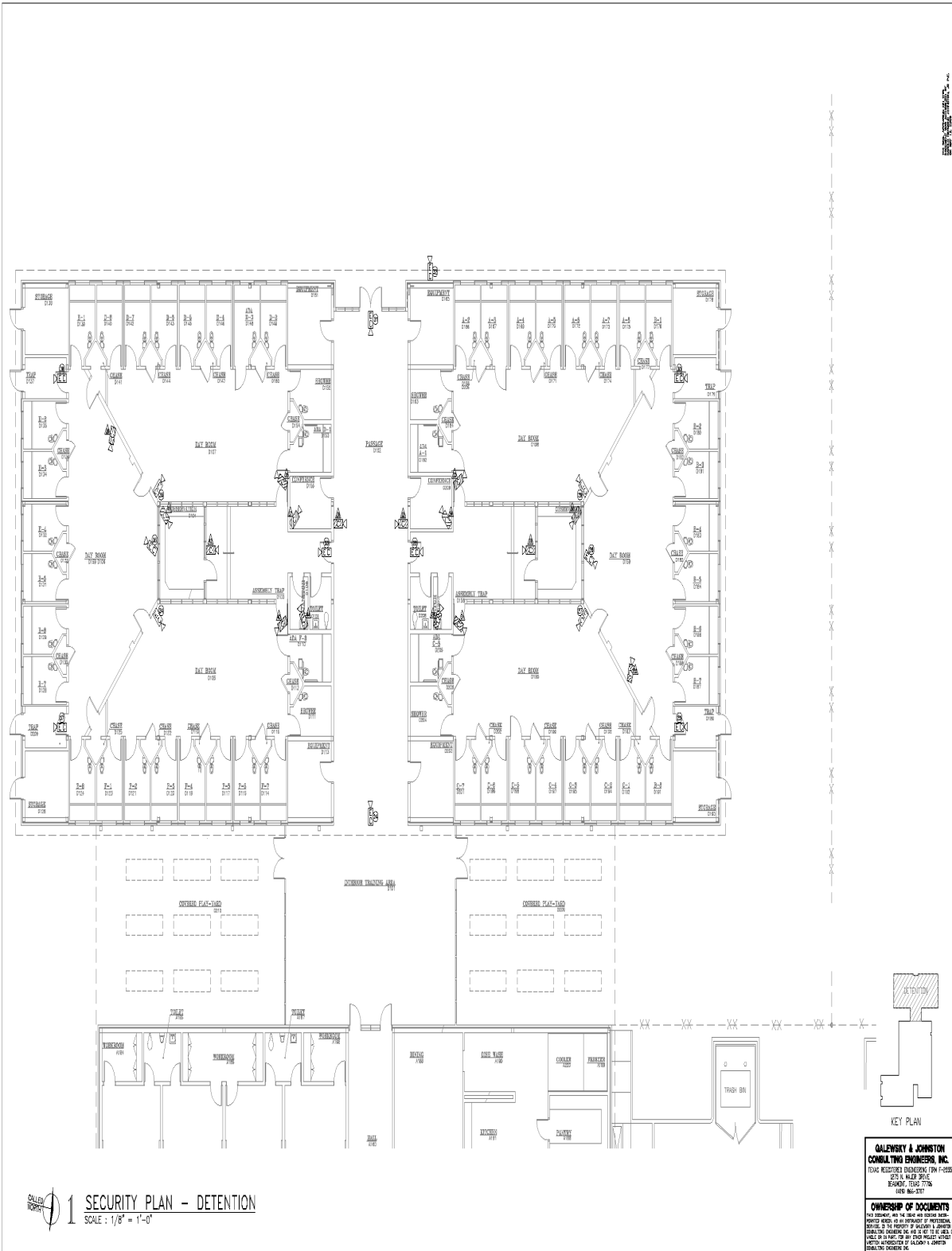
KEY PLAN

GALEWSKY & JOHNSTON CONSULTING ENGINEERS, INC.
15275 N. MAJOR DR. BEADMONT, TEXAS 77708
409-866-3707

MINNIE ROGERS JUVENILE JUSTICE CENTER SURVEILLANCE SYSTEM UPGRADE
HIGHWAY 69 SOUTH BEADMONT, TEXAS

NO. ISSUED FOR: 1 OWNER REVIEW, 2 BIDS AND CONSTRUCTION, 3 PERMITS, 4 AS-BUILT
DATE: 04-24-08
DWG. NO.: 09-100-08
CHK'D BY: JCS
JOB# REPORT: 09-01-09
FILE# 02
DATE: 04-24-08

SHEET NO. **22**
OF 4
SET TOTAL



1 SECURITY PLAN - DETENTION
SCALE: 1/8" = 1'-0"



GALEWSKY AND JOHNSTON
CONSULTING ENGINEERS
1876 N. MAJOR DR. BEADMONT, TEXAS 77705
409-886-3707

NO.	ISSUED FOR	DATE	DRAWN BY	CHECKED BY
1	OWNER REVIEW	04-24-08	JK	JK
2	ISSUE AND CONSTRUCTION	05-01-08	JK	JK
3				
4				

MINNIE ROGERS JUVENILE JUSTICE CENTER
SURVEILLANCE SYSTEM UPGRADE
HIGHWAY 69 SOUTH BEADMONT, TEXAS

SHEET NO. **E3**
OF 4
SET TOTAL

GALEWSKY & JOHNSTON
CONSULTING ENGINEERS, INC.
5000 WESTCAMP DRIVE, SUITE 100
BEADMONT, TEXAS 77705
409-886-3707

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BID SUBMITTAL CHECKLIST

Items checked below represent components comprising this bid package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Bidder's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet –**
- 2. **Table of Contents**
- 3. **Offer and Acceptance Form**
- 4. **General Requirements**
You should be familiar with all of the General Requirements.
- 5. **Special Requirements/Instructions**
Provides information you must know in order to make an offer properly.
- 6. **Specifications**
Contains the detailed description of the product/service sought by the County.
- 7. **Bid Form**
Used to solicit exact pricing of goods/services and delivery costs.
- 8. **Attachments**
 - a. **Bid Guaranty & Performance Bond Information & Requirements**
Applies only to certain bids/proposals. Read carefully and fill out completely.
 - b. **Bid Check Return Authorization Form**
Applies only to certain forms. Read carefully and fill out completely.
 - c. **Vehicle Delivery Instructions**
Included only when purchasing vehicles.
 - d. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - e. **Workers' Compensation Insurance Coverage Rule 110.110**
Applicable for a building or construction contract.
 - f. **Financial Statement**
When this information is required, you must use this form.
 - g. **Reference Sheet**
 - h. **Other -** From time to time other attachments may be included.
 - i. **Signature Page**
 - j. **Conflict of Interest**
 - k. **Good Faith Effort**
 - l. **Notice of Intent (HUB)**
 - m. **Declaration Form (HUB)**
 - n. **Residence Certification/Tax Form**
 - o. **Bid Affidavit**

BIDDER MUST RETURN THIS PAGE WITH OFFER

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____	For clarification of this offer, contact:
Company Name	
_____	_____
Address	Name
_____	_____
City State Zip	Phone Fax
_____	_____
Signature of Person Authorized to Sign	E-mail

Printed Name	

Title	

BIDDER MUST RETURN THIS PAGE WITH OFFER

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items:

The Vendor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. [09-100/KJS]. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Ronald L. Walker
County Judge

Date

Carolyn L. Guidry
County Clerk

BIDDER MUST RETURN THIS PAGE WITH OFFER

BID FORM

BIDDER MUST RETURN THIS PAGE WITH OFFER

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 IFB..

1.	Bosch (equivalent or better than) 495V03-20S Camera	VDN-	Make & Model	\$
2.	Bosch (equivalent or better than) 485V03-20S Camera	VDC-	Make & Model	\$
3.	Bosch (equivalent or better than) 455V03-20S Camera	VDC-	Make & Model	\$
4.	Bosch (equivalent or better than) 42RTC 42" Monitor		Make & Model	\$
5.	Bosch (equivalent or better than) ST660 Monitor Mounting Bracket		Make & Model	\$
6.	Bosch (equivalent or better than) DBSR002 Client Software		Make & Model	\$
7.	Bosch (equivalent or better than) DB30C5160R2 Digital Video Recorder		Make & Model	\$
8.	Pelco (equivalent or better than) MCS16-20S 16 Output Power Supply		Make & Model	\$
9.	Pelco (equivalent or better than) CM9760-VCC Video Connection Card		Make & Model	\$
10.	Pelco (equivalent or better than) CM9760-RPC Rear Panel Card		Make & Model	\$
11.	Coleman (equivalent or better than) P20RG59/182/CMP RG59 Coax Power Cable		Make & Model	\$
12.	TDK (equivalent or better than) LTO- ULTRIUMS 3 4GB Backup Tapes		Make & Model	\$
13.	Miscellaneous materials required for installation and system operation		Make & Model	\$

14. Cost of Training and Support	Make & Model	\$
----------------------------------	--------------	----

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies (preferably a municipality) 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

SIGNATURE PAGE

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

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

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

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

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

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

E-mail Address	

BIDDER MUST RETURN THIS PAGE WITH OFFER

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity	
<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 7th 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>	OFFICE USE ONLY
<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="text-align: center; font-size: small;">(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 7th 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

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

HISTORICALLY 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: _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

BIDDER MUST RETURN THIS PAGE WITH OFFER

BID AFFIDAVIT

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

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

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 2008.

Notary Public in and for
the State of _____

BIDDER MUST RETURN THIS PAGE WITH OFFER