



**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 Request for Proposal**

**February 25, 2013**

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 13-004/KJS, Lease of Property on Viterbo Road (The Former National Guard Armory) in Jefferson County. Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.

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

<b>PROPOSAL NAME:</b>	<b>Lease of Property on Viterbo Road (The Former National Guard Armory) in Jefferson County</b>
<b>PROPOSAL NO:</b>	<b>RFP 13-004/KJS</b>
<b>DUE DATE/TIME:</b>	<b>11:00 AM, March 19, 2013</b>
<b>MAIL OR DELIVER TO:</b>	<b>Jefferson County Purchasing Department 1149 Pearl Street, 1<sup>st</sup> Floor Beaumont, Texas 77701</b>

Any questions relating to these requirements should be directed to Karen J. Smith MBA, Assistant Purchasing Agent at 409-835-8593. All interested parties are invited to submit a Bid in accordance with the terms and conditions stated in this Proposal.

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

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News –February 27<sup>th</sup> and March 6<sup>th</sup>, 2013

**RFP 13-004/KJS**  
**Lease of Property on Viterbo Road**  
**(The Former National Guard Armory)**  
**In Jefferson County**

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# 1. PROPOSAL SUBMITTAL CHECKLIST

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

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

Proposer shall check each box indicating compliance.

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

- Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the telephone facsimile numbers and E-mail address of Proposer.
- State proposed lease amount for property
- Provide a description of the intended use of the property
- Provide a description of the anticipated improvements to the property
- Provide any additional information pertinent to Proposer's specific proposal.
- Provide sufficient financial information for Jefferson County to determine the ability to fulfill the financial obligations arising from the lease.
- One (1) original and two (2) copies of the proposal should be mailed or delivered no later than 11:00 am, March 19, 2013 to the Jefferson County Purchasing Department, 1149 Pearl Street, First Floor, Beaumont, TX 77701.

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

## **2. GENERAL INFORMATION**

### **VENDOR INSTRUCTIONS**

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

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

### **GOVERNING LAW**

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

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

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

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

### **PROPOSAL PREPARATION COST**

The cost for developing proposals is entirely the responsibility of proposers and shall not be charged to Jefferson County.

### **SIGNATURE OF PROPOSAL**

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

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

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

### **ECONOMY OF PRESENTATION**

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

### **PROPOSAL OBLIGATION**

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

### **GOVERNING FORMS**

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

### **IMPLIED REQUIREMENTS**

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

### **COMPLIANCE WITH RFP SPECIFICATIONS**

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

### **EVALUATION**

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiation by the Purchasing Department and other appropriate departments, with recommendation to Commissioners' Court. Compliance with all requirements, delivery, and needs of the using department are considerations in evaluating proposals. Commissions are not the only criteria for making a recommendation. A preliminary evaluation by Jefferson County will be held and the appropriate proposals will be subject to negotiation. Upon completion of negotiations, Jefferson County will make an award. **All proposals that have been submitted shall be available and open for public inspection seven (7) days after the contract is awarded, except for trade secrets or confidential information contained in the proposals.** Any material that is to be considered as confidential in nature must be clearly marked as such

and will be treated as confidential by Jefferson County to the extent allowable in the Open Records Act.

### **WITHDRAWAL OF PROPOSAL**

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

### **AWARD**

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

### **OWNERSHIP OF PROPOSAL**

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

### **DISQUALIFICATION OF PROPOSER**

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

### **CONTRACTUAL DEVELOPMENT**

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

### **ASSIGNMENT**

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

### **CONTRACT OBLIGATION**

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

## **TERMINATION**

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

## **INSPECTIONS**

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

## **TESTING**

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

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

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

## **WAIVER OF SUBROGATION**

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

## **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.

### **3. SCOPE**

Jefferson County, Texas is soliciting sealed proposals from interested parties for the lease of Property on Viterbo Road (The Former National Guard Armory Building).

#### **LAND DESCRIPTION**

The land is part of the former National Guard Armory and there are several buildings within the fenced area of the compound. Please refer to the Extraordinary Assumptions on Page 5 as the basis for the land description. The land is near level and improved. It is just outside the City of Nederland and is not zoned. It is part of the Jack Brooks Regional Airport facility owned by Jefferson County. All public utilities are available and extended onto the land to support the existing improvements.

#### **DESCRIPTION OF IMPROVEMENTS**

As cited above, the subject property is one of several buildings in a large complex. It was originally the National Guard Armory. The building has an area of approximately 13,460 SF that includes the front finished area of 10,940 SF, a rear shop area of 1,680 SF and a single wash bay area of 840 SF. Except for the rear wash bay, the building has masonry exterior walls and mostly masonry interior walls with a concrete base roof with a built-up cover. The finished area has vinyl tile flooring, a mix of finished sheetrock and plaster masonry walls and suspended acoustical tile ceilings with fluorescent light fixtures. The windows are metal frame with metal panels and set in masonry openings. The shop area has overhead doors for access. The wash bay is metal frame with metal siding and there are some missing sections of the exterior walls, possibly related to prior storm damage. There is fencing along the two streets with gates off both roadways. There is asphalt paving outside the fence along Viterbo Road and there is concrete paving around most of the building.

The building is 50+ years old and has been abandoned for an extended period of time. There are some roof leaks, and substantial deferred maintenance and deterioration. Exterior deterioration includes many of the exterior windows that have broken glass, damaged seals and metal inserts that are rusted and decaying. There are some damaged electrical circuits on the walls; some stained ceiling tiles, some lighting that is inoperable with deterioration from being vacant. The HVAC systems are operable and are in reasonable operating condition. The improvements have an overall effective age of 35-40 years with 30 years of remaining life after the deferred maintenance and repairs cited above are made.

#### **INSPECTION OF THE PROPERTY**

Parties may inspect the Property by contacting the Airport Manager Alex Rupp, at (409) 719-4900.

#### **GENERAL LEASE TERMS**

Net Net - whereby the tenant pays all real estate taxes, building insurance, daily maintenance and utilities. The landlord is responsible for the foundation, building frame, exterior walls, HVAC replacement and roof frame/cover.

The term will be for a period not to exceed fifteen (15) years.



All utilities and deposits shall be the responsibility of the Lessee. The Lessee shall furnish, at its sole cost and expense, utilities as required to the leased space.

Tenant shall have access to the space immediately upon execution of the lease agreement in order for its contractors and consultants to begin staging and/or construction of leasehold improvements.

Lessee shall provide sufficient financial information for Jefferson County to determine his ability to fulfill the financial obligations arising from the lease.

### **TENANT IMPROVEMENTS**

Tenant, at Tenant's sole cost and expense shall submit plans and drawing's to Jefferson County for approval prior to construction and will provide periodic updates to Jefferson County regarding the progress of such improvements.

### **PROPOSALS**

Parties interested in presenting a proposal to the County should provide information on the anticipated use of the building, any business activity proposed, including the type and size of operation planned for the facility, a proposed monthly lease price and any other information which will be of assistance to the County in evaluating the proposal. Proposers shall provide sufficient financial information for Jefferson County to determine the ability to fulfill the financial obligations arising from the lease.

The successful proposer will be required to enter into an appropriate lease agreement with Jefferson County.

### **INFORMATION TO BE INCLUDED IN PROPOSAL**

The Proposal is due no later than 11:00 AM, March 19, 2013 and shall include the following:

- State intended use of the building, any business activity proposed, including the size and type of operation planned for the facility.
- State and describe anticipated improvements to be made to the building.
- State proposed lease amount for the property.
- Provide any additional information pertinent to Proposer's specific proposal.
- Provide sufficient financial information for Jefferson County to determine the ability to fulfill the financial obligations arising from the lease.

#### 4. PROPOSAL PRICE SCHEDULE

Description of Property	Proposed Monthly Lease Amount in Dollars
Property with access from Viterbo Road and Physical Address of 4575 Jerry Ware Drive (The Former National Guard Armory Building)	\$

**Proposer name:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

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

\_\_\_\_\_  
**Name (Printed or Typed)**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

#### 5. SELECTION PROCESS

##### EVALUATION CRITERIA AND FACTORS

The evaluation committee shall consist of Jeff Branick, County Judge; Brent Weaver, Commissioner, Pct. 2; Alex Rupp, Director of the Jack Brooks Regional Airport. The Jefferson County Purchasing Department and the evaluation committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. **Therefore, Proposers should exercise particular care in reviewing the proposal format requirements.**

Parties interested in presenting a proposal to the County should provide information on the intended use of the building, any business activity proposed, including the type and size of operation planned for the facility, a proposed monthly lease price and any other information which will be of assistance to the County in evaluating the proposal. Proposers shall provide sufficient financial information for Jefferson County to determine the ability to fulfill the financial obligations arising from the lease.

Criteria	Percentage
<b>Lease Amount:</b> The proposal shall state the amount of proposed lease payment.	35%
<b>Intended Use of Property:</b> The proposal shall describe the intended use of the property.	35%
<b>Anticipated Improvements to Property:</b> The proposal shall describe the anticipated improvements to the property.	30%

## **PROCEDURE SELECTION REQUIRED FOR THIS RFP**

The evaluation committee shall then independently score all remaining proposals based upon the evaluation criteria detailed herein. Upon completion of the scoring, the committee may recommend short-listing the proposals that are rated the highest.

Jefferson County reserves the right to request clarifications or corrections to proposals, or to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

The Jefferson County Purchasing Agent reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of Jefferson County. Any such waiver shall not modify any remaining RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

### **6. RFP ESTIMATED-SCHEDULE**

Request for proposal issued	February 25, 2013
Proposal due date	March 19, 2013
Evaluation of proposals	March 25 – April 1, 2013
Award Contract (Lease)	April 8, 2013
Lease Signing and Payment	To Be Scheduled

### **7. REJECTION OF PROPOSALS**

The Jefferson County Purchasing Agent reserves the right to accept or reject in whole or in part any or all proposal submitted. The Jefferson County Purchasing Agent shall reject the proposal of any Proposer that is determined to be non-responsive.

The unreasonable failure of a Proposer to supply information in connection with responsibility may be grounds for a determination of non-responsibility.

### **8. ACCEPTANCE OF PROPOSALS**

The Jefferson County Purchasing Agent will accept all proposals that are submitted properly. However, the Jefferson County Purchasing Agent reserves the right to request clarifications or corrections to proposals.

### **9. REQUEST FOR CLARIFICATION OF PROPOSALS**

Requests by the Jefferson County Purchasing Agent for clarification of proposals shall be in writing. Said requests shall not alter the Proposer's pricing information contained in its cost proposal.

### **10. VALIDITY OF PROPOSALS**

All proposals shall be valid for a period of ninety (90) days from the active closing date of the RFP.

## 11. PROPOSAL SUBMITTAL

All proposals are to be delivered by 11:00 am, central time, March 19, 2013 to:

Jefferson County Purchasing Department  
Deborah L. Clark Purchasing Agent  
1149 Pearl Street, First Floor  
Beaumont, Texas 77701

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

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

**Proposer must submit one (1) original and two (2) exact duplicates labeled as “COPY”, (for a total of three (3)).** Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of proposers will be read aloud.

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

### **Courthouse Security:**

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

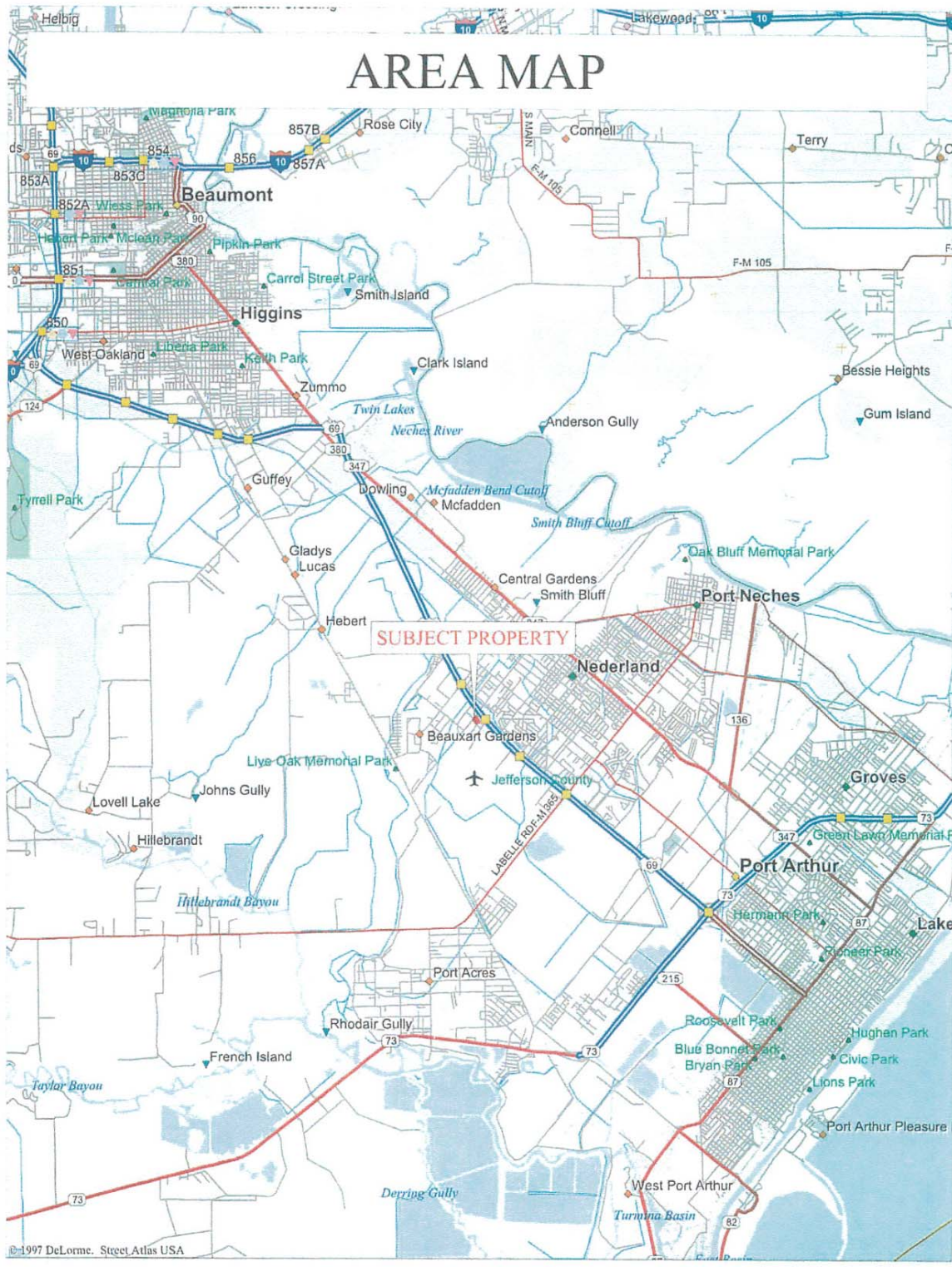
### **County Holidays – 2013:**

January 1	Tuesday	New Year’s Day
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President’s Day
March 29	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veterans Day
November 28-29	Thursday-Friday	Thanksgiving
December 25-26	Wednesday-Thursday	Christmas

### **QUESTIONS**

Any questions may be faxed to Karen J. Smith, MBA, Assistant Purchasing Agent at 409-835-8456 or e-mailed to: [ksmith@co.jefferson.tx.us](mailto:ksmith@co.jefferson.tx.us).

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



## SUBJECT PROPERTY PHOTOGRAPHS



VIEW WESTERLY ALONG VITERBO ROAD



VIEW EASTERLY ALONG VITERBO ROAD



VIEW SOUTHERLY ALONG 1<sup>ST</sup> STREET FROM VITERBO



FRONT ELEVATION



FRONT ELEVATION



REAR & WESTERLY ELEVATION





EASTERLY AND REAR ELEVATION



INTERIOR



INTERIOR (water penetration damage)



INTERIOR (restroom)



INTERIOR (Boiler room)



INTERIOR



INTERIOR



INTERIOR



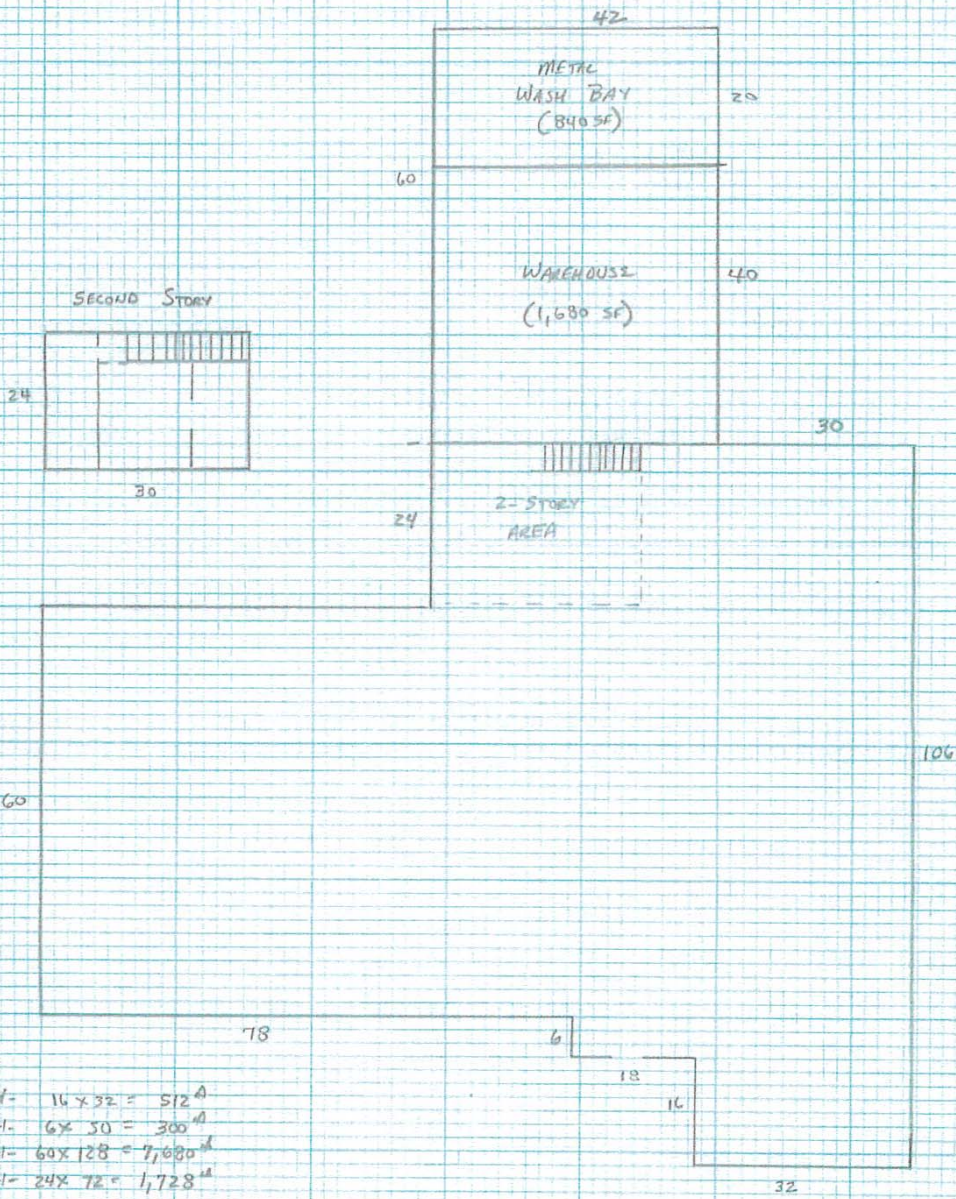
INTERIOR



INTERIOR (WASH BAY)



4575 JERRY WAKE DRIVE



$4\text{--} 14 \times 32 = 512^{\text{A}}$   
 $4\text{--} 6 \times 50 = 300^{\text{A}}$   
 $4\text{--} 60 \times 128 = 7,680^{\text{A}}$   
 $4\text{--} 24 \times 72 = 1,728^{\text{A}}$   
 $4\text{--} 10,220 \text{ SF First Floor}$   
 $4\text{--} 24 \times 30 = 720 \text{ SF Second Floor}$   
10,940 SF FINISHED AREA

TQPS FORM 35101 MARCH 1982