



**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor  
Beaumont, Texas 77701  
409-835-8593

**ADDENDUM TO RFP**

RFP Number: RFP 13-011/JW  
RFP Title: FEMA Grant Management and Insurance Advisory Services for Jefferson County  
RFP Due: **11:00 am, Tuesday, July 16, 2013**  
Addendum No.: 1  
Issued (Date): July 1, 2013

**TO BIDDER:** This Addendum is an integral part of the RFP package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire RFP package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder’s sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the RFP Title, RFP Number, and Opening Date and Time, as stated above.

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Reason for Issuance of this addendum:

- 1. Term of Contract Clarification**
- 2. Copy of Revised Appendix K (Attached)**

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**The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.**

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Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Bidder)

\_\_\_\_\_  
Title of Person Signing Above

\_\_\_\_\_  
Typed Name of Business or Individual

\_\_\_\_\_  
Address

## **ADDENDUM 1**

### **(RFP 13-011/JW), FEMA Grant Management and Insurance Advisory Services**

**QUESTION:** What will be the contract term for RFP 13-011/JW, FEMA Grant Management and Insurance Advisory Services for Jefferson County?

**ANSWER:** Vendor shall provide FEMA Grant Management and Insurance Advisory Services for Jefferson County for an initial period of one (1) year, beginning on date as specified on signed contract; with up to four (4) one year options to renew.

# APPENDIX K.

## FEDERAL GRANT MANAGEMENT AND INSURANCE ADVISORY SERVICES FOR JEFFERSON COUNTY SAMPLE AGREEMENT

**Contract No.: RFP 13-011/JW**

**Agreement to Supply:** FEMA Grant Management and Insurance Advisory Services

This agreement, made and entered into this the \_\_\_\_ day of \_\_\_\_, 2013, by and between Jefferson County, a county of the State of Texas, hereafter called the "County"

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

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

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

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

authorized to do business in the State of Texas, hereinafter called the "Company." Witnesseth that: Whereas, the County did advertise and issue a Request for Proposal for supply the requirements of the County for the items and/or services above for an initial period of one (1) year, with up to four (4) one year options to renew and the Contractor submitted a bid which was accepted and approved by the County.

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

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

1. The Company agrees to provide FEMA Grant Management and Insurance Advisory Services, during the period beginning \_\_\_\_ and ending \_\_\_\_ for the requirements listed above and according to the following specifications, terms, covenants, and conditions:

a. The Legal Advertisement, Request for Proposal containing General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specification, addenda, and or any other attachments forming a part of RFP \_\_\_\_\_ and the Contractor's bid in response form a part of this contract and by reference made a part hereof.

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

- 1) This contract for RFP \_\_\_\_\_
- 2) The County's RFP and all addenda thereto
- 3) Contractor's proposal in response to the County's RFP

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

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

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

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

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

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

Deborah L. Clark  
Jefferson County Purchasing Agent  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

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

3. Contract Summary:

- a. Attachments: Vendor's proposal and blank copy of RFP specifications.
- b. Payment terms: per RFP.
- c. Delivery: per RFP.
- d. Insurance:  Yes  No
- e. Performance Bond/Letter of Credit:  Yes  No

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

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

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

Jefferson County

\_\_\_\_\_  
Jeff R. Branick, County Judge \_\_\_\_\_  
Date

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

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

By: \_\_\_\_\_  
Authorized Officer's Signature

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