



JEFFERSON COUNTY, TEXAS

PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 18-009/YS

IFB Title: Term Contract for Security Personnel Services for Jefferson County Courthouse

IFB Due: **11:00 am CDT, Tuesday, June 12, 2018**

Addendum No.: 1 (one)

Issued (Date): June 4, 2018

TO BIDDER: This Addendum is an integral part of the IFB 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 IFB 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 IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Responses to Offeror questions.

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.

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

Offeror Questions and Answers

1. Q: The bid is asking for 9 (nine) hours a day for 5 (five) days which would put the officer at 45 hours a week. Is the bid to include overtime? Or is there no billable OT?

A: The hours of work will be from 8am – 5 pm with a one (1) hour lunch break, making an 8 (eight) hour work day. There will be some overtime that the County can be billed for.

2. Q: Are County holidays paid or unpaid?

A: County holidays are unpaid.

3. Q: In reading over the bid, it states that the shifts are from 0730 – 1700 with an unpaid lunch with a duration of 30 minutes. This will result in 9 (nine) hour shifts for each officer, which will then result in the five (5) officers each having five (5) hours of overtime for a total of 25 hours a week? Will this overtime be billable?

A: Please refer to question and answer 1.

4. Q: On page 25 of 37 the bid rate \$_____/hour/security officer, are you looking for the bill rate here?

A: Yes, the amount to be listed on the Bid Form should be the amount the County will be invoiced, per hour, per security officer.

5. Q: My company is not a HUB, nor do we plan to utilize a HUB for any of the contract work. Do I check “no” and state N/A for any information relating to HUB?

A: Yes.

6. Q: Is there a minimum wage that is required and is pricing going to be on total cost or margin?

A: There is no minimum wage and the pricing should be the total cost listed on the invoice to Jefferson County. Please also refer to question and answer 4.

7. Q: We propose the following for section 4.7 (General Conditions of Bidding and Terms of Contract):

4.7 Injuries or Damages Resulting from Negligence. We prefer it to read something like this:

To the extent permitted by law, Contractor agrees to defend, indemnify, and hold Client (and Client’s officers, directors, employees and authorized agents) harmless of and from any and all claims or losses that Client incurs (including reasonable attorney’s fees) proximately caused by the fault, negligence, misconduct or recklessness of Contractor or Contractor’s officers, directors, employees, or authorized agents, or which arise from Contractor’s breach of this Agreement. Notwithstanding any other provision of this Agreement, Contractor’s obligation and liability to indemnify, defend and hold harmless

under this Section 6.1 is limited to the insurance policies provided by Contractor pursuant to this Agreement.

To the extent permitted by law, Client agrees to defend, indemnify and hold Contractor (and Contractor's officers, directors, employees and authorized agents) harmless against any and all claims, losses and liabilities that Contractor incurs (including reasonable attorneys' fees), proximately caused by the fault, negligence, misconduct, or recklessness of Client, or Client's officers, directors, employees, or authorized agents, or which arise from Client's breach of this Agreement.

We just want to protect you from our fault and us from your fault.

A: The General Condition of Bidding and Terms of Contract will remain as originally listed in the IFB. However, Offerors may present such suggestions in the sample contract that must be submitted with completed bid. Sample contracts will be reviewed by the Sheriff's Department, Risk Management, Human Resources, and District Attorney's Office.

8. Q: Does this bid require a bid bond/surety?

A: No.

9. Q: The officers would be required to attend courthouse security procedure training. Is this training billable? How long is the training?

A: The Sheriff's Department will do the training during a normal 8 (eight) hour work day. The first official day will be a training day. Future training will occur as a scheduled work day. In lieu of working at one of the security checkpoints, the individual requiring training will attend the 8 (eight) hour training course. If during the course of the year it becomes an issue where the Sheriff's Department has to continuously train security officers due to high turnover rate, a charge of \$10 per security officer (normal training rate) will be charged to the Offeror. Sheriff's Department personnel would need to be pulled from their normal duties to teach the course as well as classroom space would need to be reserved.

10. Q: The specifications talk about "Emergency/Disaster" coverage. What are the requirements for that? What are some examples?

A: Security personnel services will not be used during disaster. Insurance is required based upon specific services requested in the individual IFB.