



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE Advertisement for Request for Proposal

May 18, 2021

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 21-027/YS, Lease of Properties Acquired as a Result of Buy Out. Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope. Offerors shall forward one (1) original and two (2) copies of their proposal to the address shown below. Jefferson County does not accept proposals submitted electronically. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the bidder's name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

PROPOSAL NAME: Lease of Properties Acquired as a Result of Buy Out
PROPOSAL NO: RFP 21-027/YS
DUE DATE/TIME: 11:00 AM CT, Wednesday, June 16, 2021
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, First Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – May 19, 2021 & May 26, 2021
The Examiner – May 20, 2021

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1. Proposal Submittal Checklist

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

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

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Bidder Information Form identifying the contract/project being proposed; the name and address of the Offeror; the date of the proposal; telephone number, cell phone number (if applicable), email address (if applicable); facsimile number (if applicable) of Offeror; intended use of property; proximity to property (page 10).
- Copy of "Proposed Price Schedule" Form, with Proposed Lease Amount(s) clearly indicated in printed handwriting (blue or black ink) or typed font (pages 11-23).
- Completed & Signed "Affidavit" Form (page 26).
- Completed & Signed "Exhibit A: Release of Liability" Form (page 30).
- One (1) original and two (2) copies of the proposal should be mailed or delivered no later than **11:00 AM, June 16, 2021** 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

PROPOSER MUST COMPLETE & RETURN THIS FORM WITH OFFER.

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, as described in the Signature of Proposal paragraph on Page 4), 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.

Insurance Requirements

Lessee must furnish to the County's Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverage by insurance company(s) acceptable to the County's Risk Manager. **The County must be named as an additional insured for all liability policies, and a blanket waiver of subrogation is required on all applicable policies.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day written notice of cancellation, non-renewal, material change or termination required on all certificates	Bodily Injury and Property Damage Per Occurrence Aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises - Operations 3. Products/ Completed Operations Hazard 4. Contractual Liability 5. Independent Contractors 6. Broad Form Property Damage 7. Personal Injury 8. Advertising Injury 9. Hired & Non-Owned Auto Liability	<u>\$1,000,000 COMBINED SINGLE LIMIT</u>

PROPERTY INSURANCE COVERAGE	<u>Each Lessee is responsible for insuring their own property and all interest in that property</u>
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In the event of accidents of any kind, the Lessee must furnish the Risk Manager with copies of all reports of any accident within five (5) days of the accident.

ADDITIONAL REQUIREMENTS

Certificate of Insurance:

- * The **County of Jefferson** must be named as an **additional insured** on the liability coverage and a blanket waiver of subrogation is required on all applicable Policies – applicable endorsements **MUST** accompany the Certificate of Insurance.
- * The **location of the leased premises** must be listed under “Description of Operations”.
- * At a minimum, a **30-day written notice** of cancellation, material change, non-renewal or termination is required – applicable endorsements **MUST** accompany The Certificate of Insurance.
- * At a minimum, the carrier must be rated by A.M. Best with an A-VII or better.

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.

Delivery of Proposals

All proposals are to be delivered by 11:00 am CT, Wednesday, June 16, 2021 to:

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

Courthouse Security: Bidders are advised that all visitors to the Courthouse must pass through Security. Bidders planning to hand deliver bids 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. Bidders are strongly urged to plan accordingly.

County Holidays – 2021:

January 18, 2021	Martin Luther King, Jr. Day	Monday
February 15, 2021	President's Day	Monday
April 2, 2021	Good Friday	Friday
May 31, 2021	Memorial Day	Monday
July 5, 2021	Independence Day	Monday
September 6, 2021	Labor Day	Monday
November 11, 2021	Veteran's Day	Thursday
November 25 & 26, 2021	Thanksgiving	Thursday & Friday
December 23 & 24, 2021	Christmas	Thursday & Friday
December 31, 2021	New Year's	Friday

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.

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope.

Offerors shall forward one (1) original and two (2) exact duplicate copies of their proposal, for a total of three (3) copies.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of proposers will be read aloud.

Questions

Any questions may be emailed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

3. Scope

The Jefferson County Commissioners Court has approved a plan to now lease the remaining previously not leased properties that were acquired as a result of the "buy-out" of properties which qualified under the FEMA Mitigation Plan. The county will offer the properties to individuals or organizations who are interested in submitting a proposal for lease on a particular lot or lots and the proposals will be submitted to the Jefferson County Purchasing Department.

There is no minimum amount or reserve set, and the lease will be for a period of 5 years. **Payment for all 5 years will be due at Lease Signing.** Anyone who does lease a property will be required to mow it, maintain it and use it in a safe and lawful manner. The majority of the properties are in residential areas that have deed restrictions and the county does require that any lessee abide by any such deed restrictions.

There are several restrictions on use which are listed in the sample lease (Pages 27-29), and which are required by FEMA. **We strongly encourage each proposer to read these specifications in their entirety prior to submitting a proposal.** It should be understood that

the property may not be leased to live on and no permanent structures may be constructed. We are hopeful that the persons who are interested will be using the properties as additional space for their adjacent homes, or recreational and civic activities of a peaceful manner that do not interfere with the existing neighbors and neighborhood. The leased properties are not to be harvested for timber or dirt and are not to be altered so as to interfere with drainage.

Each individual property will be listed on the attached Proposal Price Schedule with an ID#, the property address, a legal description, and coordinates for latitude and longitude.

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS." THE COUNTY WILL NOT MAINTAIN OR PROVIDE ANY REPAIRS FOR PRIVATE ROADS UPON WHICH ANY OF THE LEASED PROPERTIES ARE SITUATED.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 21-027/YS, Lease of Properties Acquired as a Result of Buy-Out

Bidder's Name: _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address:

Address

City, State, Zip Code

Intended Use of Property: _____

Proximity to Personal Property: _____

PROPOSER MUST COMPLETE & RETURN THIS FORM WITH OFFER.

4. Proposal Price Schedule

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Annual Lease Amount in Dollars
1	83	438	Hillebrandt Acres	Beaumont, TX	77705	Lot 15, Block 5, Hillebrandt Acres Abstract 029250	29.93404	-94.10818	
2	19	445	Bass Rd	Beaumont, TX	77705	Lot 27 Hillebrandt Heights Unrec .68 Abst 029300	29.92107	-94.09465	
3	16	469	Bass Rd	Beaumont, TX	77705	Hillebrandt 26 Heights Unrec .68 Abstract 029300	29.92058	-94.09444	
4	79	1068	Hillebrandt Acres	Beaumont, TX	77705	Hillebrandt Acres, Lot 3, Block 2, Abstract 029250	29.93232	-94.11608	
5	147	1291	Hillebrandt	Beaumont, TX	77705	Lot 38, Block 1, Hillebrandt Acres Abstract 26 Tract 119 M Grange Abstract 029250	29.93041	-94.11799	
6	148	3534	Ballard Rd	Beaumont, TX	77705	Tr 42 49 Wm Smith .22 Abstract 300049 Lot 42	29.87948	-94.16147	
7	95	10140	Baltimore	Beaumont, TX	77705	Hillebrandt Acres Lot 8 Block 4 Abstract 029250	29.93415	-94.11255	

8	72	10249	Barton Rd	Beaumont, TX	77705	Hillebrandt Acres Lot 4, Block 4 Abstract 029250	29.93352	-94.11487	
9	13	11037	Hickory Ln	Beaumont, TX	77705	9 2 Country Road Est Sect 2 Abstract 014853	29.92063	-94.0961	
10	12	11087	Hickory Ln	Beaumont, TX	77705	6& 2 7 2 All & Tr 1 S1/2 Of 8 2 Country Road Est Sec 2* Abstract 014853	29.91987	-94.09611	
11	48	11111	Oak Ln	Beaumont, TX	77705	6 7 3 Country Road Est Sect 3 Abstract 014861	29.91962	-94.0948	
12	33	11124	Oak Ln	Beaumont, TX	77705	16 2 Country Road Est Sect 2 Abstract 014853	29.91927	-94.09518	
13	62	11126	Hickory Ln	Beaumont, TX	77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91915	-94.09638	
14	57	11134	Kenner Rd	Beaumont, TX	77705	Hillebrandt 14 Heights Unrec 3 Abstract 029300	29.91965	-94.09236	
15	28	11158	Hickory Ln	Beaumont, TX	77705	Lt 20 Blk 1 Country Road Est Sec2 Abstract 014853	29.91888	-94.09638	

16	27	11174	Hickory Ln	Beaumont, TX	77705	19 1 Country Road Est Sect 2	29.91852	-94.09634	
17	35	11180	Country Lane Rd	Beaumont, TX	77705	18 3 Country Road Est Sect 3 * Abstract 014861	29.91845	-94.09405	
18	34	11189	Oak Ln	Beaumont, TX	77705	3 3 Country Road Est Sect 3 Abstract 014861	29.91853	-94.09476	
19	44	11189	Country Lane Rd	Beaumont, TX	77705	17 4 Country Road Est Sect 3 Abstract 014861	29.9184	-94.09353	
20	29	11200	Oak Ln	Beaumont, TX	77705	2 2 All 18 2 Tr 2 & All Of 19 2 Country Road Est Sect 2 Abstract 014853	29.91824	-94.09513	
21	59	11210	Country Lane Rd	Beaumont, TX	77705	Lot 19, Block 3, Country Road Est Sect 3 Abstract 014861	29.91829	-94.09393	
22	42	11223	Oak Ln	Beaumont, TX	77705	1 3 Country Road Est Sect 1 Abstract 014852	29.91788	-94.09476	
23	22	11224	Oak Ln	Beaumont, TX	77705	20 2 Country Road Est Sect 2 Abstract 014853	29.91789	-94.09526	

24	53	11232	Country Lane Rd	Beaumont, TX	77705	20 3 Country Road Est Sect 1 Abstract 014852	29.91761	-94.09409	
25	43	11265	Sweetgum Ln	Beaumont, TX	77705	1 2 Country Road Est Sect 2 Abstract 014853	29.91804	-94.09477	
26	37	11309	Country Lane Rd	Beaumont, TX	77705	7 5 Country Road Est Sect 1 Abstract 014852	29.91692	-94.09401	
27	55	11345	Country Lane Rd	Beaumont, TX	77705	6 5 Country Road Est Sect 1 Abstract 014852	29.91659	-94.09393	
28	38	11346	Country Lane Rd	Beaumont, TX	77705	8 1 Country Road Est Sect 1 Abstract 014852	29.91651	-94.09444	
29	110	11369	Country Lane Rd	Beaumont, TX	77705	Lot 5, Block 5 Country Road Estates Section 1 Abstract 014852	29.91669	-94.09578	
30	14	11394	Country Lane Rd	Beaumont, TX	77705	Lts 5 1 Tr 2 Lts 6 1 & S 1/2 Lt 7 1 Tr1 Country Road Est Sect 1 Abstract 014852	29.91628	-94.0961	
31	50	11506	Sweetgum Ln	Beaumont, TX	77705	8 5 Country Road Est Sect 1 Abstract 014852	29.91672	-94.09493	

32	138	11524	Davidson Rd	Beaumont, TX	77705	Lot 3, Block 14, Tract 10 0.666 Acres Orange Farms Abst 048855	29.91606	-94.08812	
33	149	12125	Burr Lane	Nederland, TX	77701	44 Tr 3 (Part) And (Part) Of 45 C O Ellstrom 1.000 Abstract 019250	29.9333	-94.1132	
34	66	769	Little Acres	Beaumont, TX	77705	Lot 1 Block 4 Abstract 047725 Oak Park	29.94861	-94.12836	
35	107	15091	Boondocks Road	Beaumont, TX	77705	Tract 37768 D Burrell 2.234 Abstract 300509	29.86791	-94.22282	
36	137	2180	Humble Camp Road	Beaumont, TX	77705	5.7 Acres out of Oak Park Acres, Abstract 047750, Jefferson County, Texas - (Oak Park Acres Pt Lts 9&10 Tract 2, B3 1.786 Ac, Oak Park Acres Lts 6-14, B2 Lts 9&10, Tract 1, B3 135.414 Ac)	29.9401	-94.111	
37	23	11248	Kenner Rd	Beaumont, TX	77705	Lot 18 Hillebrandt Heights Unrec. Sec 3 Abst 029300	29.91804	-94.09244	
38	39	11465	Sweetgum Ln	Beaumont, TX	77705	14 4 Country Road Est Sect 1 Abstract 014852	29.91719	-94.09341	

39	20	11501	Sweetgum Ln	Beaumont, TX	77705	13 4 Country Road Est Sect 1 Abstract 014852	29.91716	-94.09481	
40	64	11519	Sweetgum Ln	Beaumont, TX	77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91692	-94.0945	

5. Selection Process

Evaluation Criteria and Factors

Prior to the receipt of proposals, Jefferson County will establish an Evaluation Committee. 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.**

<u>Criteria</u>	<u>Percentage</u>
Intended use of Property: The proposal shall describe the intended use.	25%
Proximity to Property: The proposal shall indicate the proximity of Lessee's home to the leased property.	35%
Lease Amount: The proposal shall state the amount of proposed lease payment.	40%

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	May 18, 2021
Proposal due date	June 16, 2021
Evaluation of proposals	June 16 - 23, 2021
Award Leases	June 29, 2021
Lease Signing and Payment, Execution of Lease	July 13, 2021

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**

Information to be Included in Proposal

The Proposal is due no later than 11:00 am CT, Wednesday, June 16, 2021 and shall include the following:

Bidder Information Form identifying the contract/project being proposed; the name and address of the Offeror; the date of the proposal; telephone number, cell phone number (if applicable), email address (if applicable) and facsimile number (if applicable) of Offeror, intended use of property, proximity to personal property (Page 10)

Copy of "Proposed Price Schedule" Form, with Proposed Lease Amount(s) clearly indicated in printed handwriting or typed font. (Pages 11-21)

Completed & Signed "Affidavit" Form (Page 25)

Completed & Signed "Exhibit A: Release of Liability" Form (Page 29)

Completed Proposal Submittal Checklist (Page 3)

Please be aware of the business hours and County Holidays when submitting a proposal. One (1) original and two (2) exact duplicate copies of the proposal should be mailed or delivered to:

**Jefferson County Purchasing Department
Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, TX 77701**

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

12. Affidavit

State of: TEXAS

County of: JEFFERSON

Contingent Fees Statement: In accordance with Jefferson County’s policy, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Jefferson County contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Proposer) and that the Proposer has not retained anyone in violation of the foregoing.

Non-Discrimination Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Proposer) and that by its employment policy, standards, and practices the Proposer does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Proposer is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of Jefferson County not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 2019.

Notary Public

My commission expires:

PROPOSER MUST COMPLETE & RETURN THIS FORM WITH OFFER.

LEASE AGREEMENT

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and _____, hereinafter referred to as "Lessee."

RIGHTS GRANTED

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the property at _____, Texas, being described as Lot ____, Block ____, _____ Section ____, a subdivision in the _____ Survey, Abstract No. _____, Jefferson County, Texas, hereinafter called the "Property." Lessee shall have the right to use the Property **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in any way alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all-terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.

Lessee's use of the Property for the purposes herein stated is non-exclusive.

CONSIDERATION FOR USE

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass on the with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

COUNTY'S RIGHTS PARAMOUNT

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

COMPLIANCE AND STANDARDS

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

TERM

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

RESPONSIBILITY FOR EXPENSES AND PROPERTY TAXES

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property. Lessee shall be responsible for paying any property taxes levied upon the premises and failure to pay same will be considered a breach of this agreement.

DISCLAIMER OF WARRANTY

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: _____.

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4th Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701**

SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

MODIFICATIONS AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on _____.

JEFF R. BRANICK, COUNTY JUDGE

LESSEE

Attest:

Carolyn Guidry, County Clerk

EXHIBIT "A"

RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT _____.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT _____, UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND _____.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Signature

Date

Printed Name

Address City State Zip

(_____)_____
Telephone Number

PROPOSER MUST COMPLETE & RETURN THIS FORM WITH OFFER.