



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

LEGAL NOTICE
Advertisement for Request for Proposal

March 28, 2023

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 23-025/MR), Lease of Properties Acquired as a result of Buy Out. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and two (2) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers 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. Proposers are invited to attend the sealed proposal opening.

PROPOSAL NAME: Lease of Properties Acquired as a Result of Buy Out

PROPOSAL NUMBER: (RFP 23-025/MR)

DUE DATE/TIME: 11:00 AM CT, Wednesday, April 26, 2023

**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 Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or deb.clark@jeffcotx.us.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

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

Proposers are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
March 29th and April 5th, 2023
The Examiner:
March 30, 2023

TABLE OF CONTENTS

TABLE OF CONTENTS	1
PROPOSAL SUBMITTAL CHECKLIST.....	2
SECTION 1. INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS.....	3
1.1 Vendor Instructions	3
1.2 Governing Law	3
1.3 Ambiguity, Conflict, or Other Errors in RFP.....	3
1.4 Notification of Most Current Address	3
1.5 Proposal Preparation Cost	3
1.6 Signature of Proposal.....	3
1.7 Economy of Presentation.....	4
1.8 Proposal Obligation	4
1.9 Incorporation by Reference and Precedence.....	4
1.10 Governing Forms	4
1.11 Implied Requirements	4
1.12 Compliance with RFP Specifications	4
1.13 Evaluation	4
1.14 Withdrawal of Proposal.....	4
1.15 Award	5
1.16 Ownership of Proposal	5
1.17 Disqualification of Proposal.....	5
1.18 Contractual Development	5
1.19 Assignment	5
1.20 Contract Obligation.....	5
1.21 Termination	5
1.22 Inspections.....	5
1.23 Loss, Damage, or Claim	6
1.24 Taxes	6
1.25 Conflict of Interest	6
1.26 Confidentiality/Proprietary Information	6
1.27 Waiver of Subrogation.....	7
SECTION 2. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS	8
2.1 Submission of Proposal	8
2.2 Pre-Proposal Conference	9
2.3 Questions and Deadline for Question(s) Submission	9
SECTION 3. PROJECT OBJECTIVE AND SCOPE OF SERVICES	10
BIDDER INFORMATION FORM.....	11
PROPOSAL PRICE SCHEDULE	12
SECTION 4. PROPOSAL EVALUATION AND SELECTION PROCESS.....	15
4.1 Introduction.....	15
4.2 Proposal Price Schedule.....	15
4.3 Evaluation Committee	15
4.4 Evaluation Process.....	15
4.5 Proposal Evaluation Criteria.....	16
4.6 RFP Estimated Schedule	16
AFFIDAVIT.....	17
LEASE AGREEMENT (SAMPLE)	18
RELEASE OF LIABILITY	21

PROPOSAL SUBMITTAL CHECKLIST

**REQUIRED FORM
Proposer:
Please complete this
form and include with
proposal submission.**

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.

THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.

- 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 the property; proximity to property (page 11)
- Copy of "Proposed Price Schedule Form", with Proposed Lease Amount(s) clearly indicated in printed handwriting (blue or black ink) or typed font. (pages 12-14)
- Completed & Signed "Affidavit" Form (page 17)
- Completed & Signed "Release of Liability" Form (page 21)
- One (1) original and two (2) copies of the proposal should be mailed or delivered no later than 11:00 am, April 26, 2023 to the Jefferson County Purchasing Department, 1149 Pearl Street, First Floor, Beaumont, TX 77701

Each Proposer shall ensure that required parts of the response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Please read the "Proposal Submittal Checklist" included in this package.

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

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative

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.

1.2 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.

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If 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 1.

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 PROPOSAL PREPARATION COST

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

1.6 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.

1.7 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.

1.8 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.

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractor's response to the RFP.

1.10 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.

1.11 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.

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 EVALUATION

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of Jefferson County.

1.14 WITHDRAWAL OF PROPOSAL

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, 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.

1.15 AWARD

Jefferson County reserves the right to award this contract on the basis of the **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.

1.16 OWNERSHIP OF PROPOSAL

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

1.17 DISQUALIFICATION OF PROPOSAL

Upon signing this proposal document, a contractor offering 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.

1.18 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.

1.19 ASSIGNMENT

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

1.20 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.

1.21 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 proposal, 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.

1.22 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.

1.23 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.

1.24 TAXES

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.25 CONFLICT OF INTEREST

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

By submitting a proposal in response to this RFP, all Proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. **Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.**

1.26 CONFIDENTIAL/PROPRIETARY INFORMATION

If any material in the proposal submission is considered by Proposer to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Proposer), **Proposer must clearly mark the applicable pages of Proposer's proposal submission to indicate each claim of confidentiality. Additionally, Proposer must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential.** Jefferson County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire proposal submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal submission subject to release under the Texas Public Information Act.

By submitting a proposal, Proposer agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Proposer's proposal submission or other information submitted by Proposer.

1.27 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.

SECTION 2. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

2.1. SUBMISSION OF PROPOSAL

Each Respondent shall ensure that required parts of the RFP response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Respondent is responsible for submitting: One (1) original and two (2) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

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

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

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFP RESPONSE." The outside of the envelope or box shall also include the RFP Number, RFP Name, RFP Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, April 26, 2023

- Late responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for responses being delivered by third party carriers.
- RFP responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.
- All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.
- All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or e-mail at:

mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffcotx.us.

Courthouse Security:

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals 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.

In response to the Covid-19 pandemic, Jefferson County will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2023):

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	New Year's

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFP closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2.2 PRE-PROPOSAL CONFERENCE

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

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

2.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mistey.reeves@jeffcotx.us or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **April 19, 2023.**

SECTION 3. PROJECT OBJECTIVE AND SCOPE OF SERVICES

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 18-20), 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: (RFP 23-025/MR), 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.

PROPOSAL PRICE SCHEDULE

ID No.	Address	Legal Description	Lat.	Long.	Lease Amt. (\$)
2	11471 Country Lane Rd Beaumont, TX 77705	1 4 Country Road Est Sect 1 Abstract 014852	29.91512	-94.0958	
9	11090 Country Lane Rd Beaumont, TX 77705	14 3 Country Road Est Sect 3 Abstract 014861	29.91994	-94.09397	
10	11091 Country Lane Rd.	21 4 Country Road Est Sect 3 Abstract 014861	29.91977	-94.09359	
11	11025 Oak Lane Beaumont, TX 77705	Und 1/2 Int 9 3 Country Road Est Sect 3 Abstract 014861 Und Int In .500000	29.92057	-94.09485	
12	11087 Hickory lane 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	
13	11037 Hickory lane Beaumont, TX 77705	9 2 Country Road Est Sect 2 Abstract 014853	29.92063	-94.0961	
14	11394 Country Lane Road 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	
16	469 Bass Road Beaumont, TX 77705	Hillebrandt 26 Heights Unrec .68 Abstract 029300	29.92058	-94.09444	
18	11030 Country Lane Road Beaumont, TX 77705	Lots 10, 11, 12 & 13, Block 3, Country Road Estates Section 3	29.92057	-94.094	
19	445 Bass Road Beaumont, TX 77705	Lot 27 Hillebrandt Heights Unrec .68 Abst 029300	29.92107	-94.09465	
20	11501 Sweetgum Lane Beaumont, TX 77705	13 4 Country Road Est Sect 1 Abstract 014852	29.91716	-94.09481	
21	11300 Sweetgum Lane Beaumont, TX 77705	10 & 11 1 Country Road Est Sect 1 12 1 Country Road Est Sect 2 Abstract 014852	29.91734	-94.09434	
22	11224 Oak Lane Beaumont, TX 77705	20 2 Country Road Est Sect 2 Abstract 014853	29.91789	-94.09526	
24	11276 Sweetgum Lane Beaumont, TX 77705	13 1 Country Road Est Sect 2 Abstract 014853	29.91741	-94.09556	
25	11258 Sweetgum Lane Beaumont, TX 77705	14 1 Country Road Est Sect 2 Abstract 014853	29.91743	-94.09586	
26	11242 Hickory Lane Beaumont, TX 77705	15 16 17 1 Country Road Est Sect 2 Abstract 014853	29.91735	-94.09621	
27	11174 Hickory Lane Beaumont, TX 77705	19 1 Country Road Est Sect 2	29.91852	-94.09634	
28	11158 Hickory Lane Beaumont, TX 77705	Lt 20 Blk 1 Country Road Est Sec2 Abstract 014853	29.91888	-94.09638	
29	11200 Oak Lane 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	

ID No.	Address	Legal Description	Lat.	Long.	Lease Amt. (\$)
33	11124 Oak Lane Beaumont, TX 77705	16 2 Country Road Est Sect 2 Abstract 014853	29.91927	-94.09518	
34	11189 Oak Lane Beaumont, TX 77705	3 3 Country Road Est Sect 3 Abstract 014861	29.91853	-94.09476	
35	11180 Country Lane Rd Beaumont, TX 77705	18 3 Country Road Est Sect 3 * Abstract 014861	29.91845	-94.09405	
38	11346 Country Lane Rd Beaumont, TX 77705	8 1 Country Road Est Sect 1 Abstract 014852	29.91651	-94.09444	
39	11465 Sweetgum Lane Beaumont, TX 77705	14 4 Country Road Est Sect 1 Abstract 014852	29.91719	-94.09341	
42	11223 Oak Lane Beaumont, TX 77705	1 3 Country Road Est Sect 1 Abstract 014852	29.91788	-94.09476	
43	11265 Sweetgum Lane Beaumont, TX 77705	1 2 Country Road Est Sect 2 Abstract 014853	29.91804	-94.09477	
44	11189 Country Lane Rd Beaumont, TX 77705	17 4 Country Road Est Sect 3 Abstract 014861	29.9184	-94.09353	
48	11111 Oak Lane Beaumont, TX 77705	6 7 3 Country Road Est Sect 3 Abstract 014861	29.91962	-94.0948	
53	11232 Country Lane Rd Beaumont, TX 77705	20 3 Country Road Est Sect 1 Abstract 014852	29.91761	-94.09409	
57	11134 Kenner Road Beaumont, TX 77705	Hillebrandt 14 Heights Unrec 3 Abstract 029300	29.91965	-94.09236	
59	11210 Country Lane Road Beaumont, TX 77705	Lot 19, Block 3, Country Road Est Sect 3 Abstract 014861	29.91829	-94.09393	
62	11126 Hickory Lane Beaumont, TX 77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91915	-94.09638	
64	11519 Sweetgum Lane Beaumont, TX 77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91692	-94.0945	
69	1179 A Hillebrandt Acres Beaumont, TX 77705	Lot 44 Block 1 Abstract 029250 Hillebrandt Acres	29.93091	-94.1168	
72	10249 Barton Road Beaumont, TX 77705	Hillebrandt Acres Lot 4, Block 4 Abstract 029250	29.93352	-94.11487	
76	7046 Bayou Trace Beaumont, TX 77705	191 Wm Reeves Tr 59 14.530747 J W Denny Tr 41 .240 Abstract 300191	29.84687	-94.2221	
79	1068 Hillebrandt Acres Beaumont, TX 77705	Hillebrandt Acres, Lot 3, Block 2, Abstract 029250	29.93232	-94.11608	
81	18084 Azalea Drive Beaumont, TX 77705	Lots 45 & 46, Block 4 Green Thumb Estates Section 1 Abstract 024900	29.82363	-94.22463	

ID No.	Address	Legal Description	Lat.	Long.	Lease Amt. (\$)
82	492 Lene lane Beaumont, TX 77705	Lot 1 Block 2 Tract 5 and Lot 2 Block 2 Tract 8 Orange Farms 1.89 Abstract 048855	29.92142	-94.11057	
85	8629 B Hillebrandt Road Beaumont, TX 77705	3.68 Acres out of Tract 1, Orange Farms Abstract 048855, Jefferson County, TX	29.92352	-94.11226	
85	8629 Hillebrandt Road Beaumont, TX 77705	Lot 3 Block 2 Tract 8, .9142 and Tract 4 .09 Orange Farms, abstract 048855	29.92352	-94.11226	
95	10140 Baltimore Beaumont, TX 77705	Hillebrandt Acres Lot 8 Block 4 Abstract 029250	29.93415	-94.11255	
101	3452 Ballard Road, Beaumont, TX 7705	Abstract 49 Wm Smith Tracts 33, 39, 78, 155 & 156 Abstract 102 Wm Carr Tracts 45 & 233 2.017 Acres	29.8794	-94.16014	
104	1420 Hillebrandt Acres Beaumont, TX 77705	Hillebrandt Acres Lot 15 Block 2 Tract 20, .2661 Ac, Abstract 029250	29.93029	-94.118	
105	18233 Big Hill Road Winnie, TX 77665	Pt Tract 26509 L Hamshire .48 Acres Abstract 300509, Pt Tract 26509 L Hamshire 10.00 Acres Abstract 300509	29.82147	-94.23495	
106	18235 Highway 73 Beaumont, TX 77705	Part Tract 24509 L Hamshire 1.000 Section 198-B Abstract 300509 & Part Tract 24 509 L Hamshire 10.110Sec 198- Babstract 300509 (Restricted to Recreational Use Only)	29.82414	-94.2336	
131	8599 Hillebrandt Road Beaumont, TX 77705	Lot 3 Block 2 Tract 1 .906 and Lot 4 Block 2 Tract 5 .908 Orange Farms Abstract 048855	29.56286	-94.0462	
132	7806 Highway 365 Beaumont, TX 77705	Tract 4 Block 15 Orange Farms Abstract 048855	29.54785	-94.02711	
134	20615 Highway 73 Hamshire, TX 77622	Tract 49 53 B A Vacocu 2.000 Abstract 300053 Lot 49	29.82511	-94.23454	
136	17363 Boondocks Beaumont, TX 77705	Tract 34 4.808 Acres 747 J W Denny (Out To Boondocks Rd)	29.86798	-94.22271	
138	11524 Davidson Road Beaumont, TX 77705	Lot 3, Block 14, Tract 10 0.666 Acres Orange Farms Abst 048855	29.91606	-94.08812	
141	17886 Azalea Drive Beaumont, TX 77705	Lot 59, Block 8 Green Thumb Estates 1 Abstract 024900	29.8263	-94.22453	
148	3534 Ballard Road Beaumont, TX 77705	Tr 42 49 Wm Smith .22 Abstract 300049 Lot 42	29.87948	-94.16147	
149	12125 Burr Lane Beaumont, TX 77705	44 Tr 3 (Part) And (Part) Of 45 C O Ellstrom 1.000 Abstract 019250	29.9333	-94.1132	
151	17859 Azalea Drive Beaumont, TX 77705	Lots 27 and 28, Block 6, Green Thumb Estates Section 1	29.82694	-94.22387	

SECTION 4. PROPOSAL EVALUATION AND SELECTION PROCESS

4.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

4.2 PROPOSAL PRICE SCHEDULE

The Proposer must utilize the form provided on **PAGE 12 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 12 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

4.3 EVALUATION COMMITTEE

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

4.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFP, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.5 PROPOSAL EVALUATION CRITERIA:

a. Intended use of the Property – 25%

The proposal shall describe intended use.

b. Proximity to Property – 35%

The proposal shall indicate the proximity of Lessee's home to the leased property

c. Lease Amount – 40%

The proposal shall state the amount of proposed lease payment.

4.6 RFP Estimated Schedule

Request for proposal issued	March 28, 2023
Proposal due date	April 26, 2023
Evaluation of proposals	April 26-May 3, 2023
Award Leases	May 9, 2023
Lease Signing and Payment, Execution of Lease	May 23, 2023

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 THE 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 ANYWAY 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." THE COUNTY WILL NOT MAINTAIN OR PROVIDE ANY REPAIRS FOR PRIVATE ROADS UPON WHICH ANY OF THE LEASED PROPERTIES ARE SITUATED.

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:

ROXANNE ACOSTA HELLBERG, 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

TELEPHONE NUMBER

PROPOSER MUST COMPLETE & RETURN THIS FORM WITH OFFER.