



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

## LEGAL NOTICE Advertisement for Request for Proposal

August 6, 2018

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 18-034/YS, Janitorial Services for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm>, 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. Offerors shall forward an original and four (4) 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 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.

### MANDATORY ON-SITE PRE-BID CONFERENCES FOR ALL VENDORS WILL BE HELD AS FOLLOWS:

Jefferson County – Port Arthur Buildings	10:00 AM – Wednesday, August 15, 2018
Minnie Rogers Juvenile Justice Center	10:00 AM – Friday, August 17, 2018
Airport Terminal and Mid-County Buildings	10:00 AM – Tuesday August 21, 2018
Jefferson County Courthouse & Sheriff's Department, Jefferson County Annex Buildings I, II, and IV	10:00 AM – Wednesday, August 22, 2018

<b>PROPOSAL NAME:</b>	<b>Janitorial Services for Jefferson County</b>
<b>PROPOSAL NO:</b>	<b>RFP 18-034/YS</b>
<b>DUE DATE/TIME:</b>	<b>11:00 AM CDT, Tuesday, September 4, 2018</b>
<b>MAIL OR DELIVER TO:</b>	<b>Jefferson County Purchasing Department 1149 Pearl Street, 1<sup>st</sup> Floor Beaumont, Texas 77701</b>

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

Jefferson County encourages Disadvantaged Business Enterprises to participate in the proposal submission 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 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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.**

A handwritten signature in black ink that reads "Deborah Clark".

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

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### **Proposal Submissions:**

#### **Offeror is responsible for submitting:**

- One (1) *original* proposal copy to include a completed copy of this specifications packet, in its entirety.
- Four (4) numbered proposal *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal submission and any other documentation requested within these specifications.

**Additionally, Offeror must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.**

<http://www.co.jefferson.tx.us/purchasing/main.htm>

## Proposal Submittal Checklist

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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

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Janitorial Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; **and** four (4) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications.

Each Offeror 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.

### PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

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

**Offeror Must Complete and Return This Page With Offer.**

## **1. Introduction to Offerors**

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Janitorial Services.

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. 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.

### **1.2 Governing Law**

Offeror 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 Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror 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 Offeror 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 Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror 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 Offerors 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 Offeror contractually. If the Offeror 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 Offeror 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 Offeror 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 Offeror 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 Contractors 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 Offeror, shall be included in the proposal.

## 1.12 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.

## 1.13 Vendor Registration: SAM (System for Award Management)

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an “active” status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**Offerors are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Proposal Submission.**

## 1.14 Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295).

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

**Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:**

**1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.**

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

**2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

## 1.15 Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County’s needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption



and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

## **1.16 Federal Emergency Management Agency (FEMA) Mandated Contract Clauses**

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

### **(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)**

- (1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- (2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

### **(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)**

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

### **(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))**

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

#### **D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

**E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)**

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic

and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

**F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

**G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)**

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

**H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

**I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)**

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)**

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

**K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (b) Meeting contract performance requirements; or
  - (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.  
The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

**L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**M. ACCESS TO RECORDS**

- (1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**N. SEAL, LOGO AND FLAGS**

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

**O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**P. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

**Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

## **1.17 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 Offeror. 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 is in the best interest of Jefferson County.

## **1.18 Withdrawal of Proposal**

The Offeror 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 Offeror 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.

## **1.19 Minority-Women Business Enterprise Participation**

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

## **1.20 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 Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

## **1.21 Ownership of Proposal**

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

## **1.22 Disqualification of Offeror**

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror 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 Offerors.

## **1.23 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

Offeror 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.

#### **1.24 Assignment**

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

#### **1.25 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 Offeror. **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.

#### **1.26 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 Offeror, or if the Offeror 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.

#### **1.27 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 Offeror as inadequate.

#### **1.28 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. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

#### **1.29 Loss, Damage, or Claim**

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



### **1.30 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.

### **1.31 Non-Discrimination**

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

### **1.32 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.

### **1.33 Waiver of Subrogation**

Offeror and Offeror'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 Offeror's performance under this agreement.

### **1.34 Acknowledgment of Insurance Requirements**

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

### **1.35 Insurance**

The contractor (including any and all subcontractors as defined in Section 1.36.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

**Minimum Insurance Requirements:**

**Public Liability, including Products & Completed Operations**      \$1,000,000

**Excess Liability**      \$1,000,000

**Property Insurance (policy below that is applicable to this project):**

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**      Statutory Coverage (See Section 1.36 Below)

### **1.36 Workers' Compensation Insurance**

1.36.1      Definitions:

1.36.1.1      **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.36.1.2      **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.36.1.3      **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.36.2      The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.36.3      The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

1.36.4      If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

- 1.36.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 1.36.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 1.36.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.36.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.36.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 1.36.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 1.36.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 1.36.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.

- 1.36.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.36.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

### 1.37 Pre-Proposal Conference

**MANDATORY ON-SITE PRE-BID CONFERENCES FOR ALL VENDORS WILL BE HELD AS FOLLOWS:**

Jefferson County – Port Arthur Buildings	10:00 AM – Wednesday, August 15, 2018
Minnie Rogers Juvenile Justice Center	10:00 AM – Friday, August 17, 2018
Airport Terminal and Mid-County Buildings	10:00 AM – Tuesday, August 21, 2018
Jefferson County Courthouse & Sheriff’s Department,	10:00 AM – Wednesday, August 22, 2018
Jefferson County Annex Buildings I, II, and IV	

### 1.38 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CDT, Tuesday, September 4, 2018 to:

**Jefferson County Purchasing Department  
Attention: Deborah L. Clark, Purchasing Agent  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701**

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

**County Holidays – 2018:**

January 1	Monday	New Year’s
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President’s Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran’s Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year’s

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

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

**Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked “SEALED PROPOSAL.” The outside of the envelope or box shall also include:**

**Proposal Number, Proposal Name, Proposal Due Date, Offeror's Name and Address; and shall be addressed to the Purchasing Agent.**

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

### **1.39 Proposal 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/request for statement of qualifications submission deadline, the bid/proposal/request 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 proposal 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.

### **1.40 Questions**

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

### **1.41 Tentative Schedule of Events**

August 6, 2018	Issuance of Request for Proposal
August 15, 17, 21, and 22, 2018	Mandatory On-Site Pre-Bid Conferences
September 4, 2018	Deadline Submission (late proposals will not be considered)
September 5, 2018	Proposals distributed to Evaluation Committee
September 10, 2018	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
September 17, 2018	Recommendation for Award

**Please note:**

**The above schedule of events is *tentative* in nature. Dates listed are subject to change.**

## **2. Response Format**

### **2.1 Introduction**

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

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

### **2.2 Organization of Proposal Contents**

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal (Appendix A of RFP)
- h. Other information that may be helpful in the evaluation

### **2.3 Transmittal Letter**

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter.

However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

## **2.4 Executive Summary**

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

## **2.5 Table of Contents**

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

## **2.6 Offeror Identifying Information**

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

## **2.7 Conflict of Interest**

Each Offeror 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 Offeror, 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 Offeror, 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.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors 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.

## **2.8 Confidential/Proprietary Information**

If any material in the proposal submission is considered by Offeror to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Offeror), Offeror must clearly mark the applicable pages of Offeror's proposal submission to indicate each claim of confidentiality. Additionally, Offeror 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, Offeror agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Offeror's proposal submission or other information submitted by Offeror.

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

### **3. Proposal Submittal**

The Proposal is due no later than 11:00 AM CDT, September 4, 2018, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Janitorial Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; and four (4) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications, should be mailed or delivered to:  
  
Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701
- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

## **4. Scope of Services**

### **4.1 Objective**

Jefferson County seeks a contractor to provide Janitorial Services to its various locations.

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us) regarding any questions or comments. Please reference RFP 18-034/YS.

The Bidder, having visited the sites of the proposed project, and having become familiar with the local conditions, nature, and extent of the work, and having carefully examined the Specifications, terms, and conditions herein, proposes to furnish all labor, materials, equipment, and other items, facilities, and services, without exception, for the proper execution and completion of the contract. If awarded the contract, the Bidder shall complete the said work within work hours specified on pages 30-31.

**Note: All Items quoted must be in compliance with the specifications. If you are taking exception, indicate the exception(s) in spaces provided.**

### **Scope**

The intention of this Jefferson County Request for Proposal (RFP) is to solicit proposals for janitorial services for Jefferson County. **Jefferson County reserves the right to accept a proposal in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County.**

Jefferson County shall conduct mandatory on-site pre-bid conferences for vendors. These conferences will allow the vendors to see the areas to be cleaned and to receive further instruction regarding cleaning needs at particular locations. Schematics/blueprints will not be provided as a source of reference in connection with this bid.

#### **MANDATORY ON-SITE PRE-BID CONFERENCES FOR ALL VENDORS WILL BE HELD AS FOLLOWS:**

Building	Conference Location	Date/Time
Jefferson County - Port Arthur Buildings	Meet in foyer of Sub-Courthouse 525 Lakeshore Drive Port Arthur, TX 77640	10:00 AM – Wednesday, August 15, 2018
Minnie Rogers Juvenile Justice Center	Meet in lobby of Minnie Rogers Juvenile Justice Center 5326 Hwy. 69 South Beaumont, TX 77705	10:00 AM – Friday, August 17, 2018
Airport Terminal; Mid-County Buildings	Meet at Airport Administration Building 4875 Parker Drive Beaumont, TX 77705	10:00 AM – Tuesday, August 21, 2018
Jefferson County Courthouse; Sheriff's Department, Jefferson County Annex Buildings I, II, and IV	Jefferson County Courthouse Commissioner's Conference Room 1149 Pearl Street, 4th Floor Beaumont, TX 77701	10:00 AM – Wednesday, August 22, 2018

# Detailed Specifications

## Scope of Work

Vendor shall provide Janitorial Services for various Jefferson County facilities subject to the terms and conditions stated for an initial period of one (1) year beginning on date of award, with up to four (4) one year options to renew.

## Renewal Options

Jefferson County may consider up to four (4) one year options to renew contract, based upon the same terms and conditions as the original year. Renewal is subject to approval by Jefferson County Commissioners' Court each period. Any increase in the contract amount may not exceed the percentage of increase in the Consumer Price Index. Once renewal options are exhausted, the contract must be re-bid.

Year 2	2019 - 2020
Year 3	2020 – 2021
Year 4	2022 – 2023
Year 5	2023 – 2024

At the time of renewal, the price may be negotiated subject to the following adjustment clause:

## Price Adjustment Clause

Renewal of this contract shall be for the original bid price: however, if the option to renew is exercised, Jefferson County will permit a price adjustment upwardly or downwardly after the end of the first contractual period and each renewal period when correlated with the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, (all items) published by the Bureau of Labor Statistics (BLS), Beaumont-Port Arthur, Texas, [www.bls.gov](http://www.bls.gov).

## Keys

Floor master keys, room keys and building keys must remain on the premises at all times. All keys will be kept in a key lock box to which the contractor shall be provided the key. The return of all keys nightly to the key box is the responsibility of the contractor. Only Jefferson County will duplicate keys, and no "Grand Master Key" shall ever be in the possession of the contractor.

## Daily Activity Reports

Services performed under this Contract shall be subject to inspection and approval by the Maintenance Supervisor. There shall be no deviations from any part of the Contract or from any approved schedule without prior written approval from the Maintenance Supervisor.

Contractor shall submit the Daily Activity Report Checklist to the Maintenance Representative for approval (attached at page 30).

County's representative shall conduct random inspections and shall rate work performed the previous day on a scale of one to five as follows:

5	Excellent
4	Good
3	Fair
2	Poor
1	Unacceptable

Contractor receiving three (3) unacceptable ratings on any category within one (1) month may be grounds for termination. All work tasks described in the specifications for each facility shall be rated by the County's Maintenance Representative.

Any work not performed as intended in these specifications shall be corrected immediately or no later than twenty-four (24) hours after notification by the County's Maintenance Representative. Notification may be given verbally with a follow-up in writing.

If Contractor fails to correct deficiencies to the County's Maintenance Representative's satisfaction within five (5) days after written notification, the County may terminate the Contract and provide for completion of the work as may be deemed necessary and charge the expense thereof to the Contractor.

**Contractor shall not permit any minors in the building while work is being performed.**

All cleaning personnel are prohibited from disturbing papers on desks, opening desk drawers or cabinets, or using telephones or office equipment provided for official county use. Instructions pertaining to conduct and other regulations, as required by Jefferson County, must be followed.

The contractor's employees must have a good working knowledge of the principles and techniques of the machines, equipment and cleaning products used in building maintenance, as well as good working knowledge of safety procedures. The contractor shall be responsible for instructing its employees in safe work habits and requirements to comply with the Williams-Steiger Occupational Safety and Health Act.

**Responsibilities of Contractor**

The Contractor shall furnish all labor, supplies, materials, equipment, and supervision required to perform custodial services for designated buildings of Jefferson County as described herein. Contractor shall furnish the following supplies/equipment, as well as any other items required for satisfactory performance of this contract, unless otherwise stated for individual locations.

Bonnets	Glass cleaner	Sweeping compounds
Brass cleaner	High Speed Buffers	Tile cleaner
Buckets	Marble cleaner	Vacuum cleaners (Wet and Dry)
Carpet sweepers	Metal polish	Water extractors (for Carpets)
Chamois	Mop presses	Wall brushes
Counter brushes	Porcelain cleaner	Wax cleaner
Detergents	Putty Knives	Waxes
Disinfectants	Rubber gloves	Buckeye Brand Castleguard
Dispensers	Scouring powder	Non-Skid Wax or approved
Dust cloths	Soap	equivalent for floors
Dust mops	Sponges	Wet mops
Dust pans	Squeegees	Window brushes
Floor machines	Steel wool	Window ladders
Furniture polish		Wiping cloths

Contractor is responsible for determining type, quality, and characteristics of all building materials to be serviced under this agreement. Contractor shall be responsible for the determination of the proper cleaning method of each building material services under this agreement so that all Jefferson County facilities shall remain in good condition, with the exception of ordinary wear and tear and unavoidable accident.

Contractor shall supply when so requested, without cost to the County, samples for testing of any materials used by Contractor in the accomplishment of the required services. No materials shall be used which are harmful to the surface to which they are applied.

No material, treatment, or procedure shall be used on any floor, stairway, or sidewalk that will cause such floor, stairway, or sidewalk surface to be slippery or unsafe to walk upon in all kinds of weather.

All equipment required by Contractor in the performance of duties as set forth herein shall be furnished by Contractor at Contractor's sole expense. Jefferson County reserves the right to require Contractor to replace, substitute, or modify his equipment if such equipment is harmful to the County or its operation or is not sufficient in terms of providing adequate cleaning under this contract.

#### **Personal Property, Equipment, etc.**

The title of all equipment, materials, machinery of any kind or nature furnished and used by Contractor shall remain in Contractor's name and such equipment, materials of any kind or nature shall be removed promptly from the area specified in bid upon the termination of this contract.

#### **Flammable Materials**

All flammable materials, including waxes, paint, thinner, and waste, shall be handled in accordance with all applicable fire regulations. Any fire, smoke, or other damage arising out of Contractor's use of said flammable materials shall be the responsibility of the Contractor.

#### **Responsibilities of Jefferson County**

All services required to be performed under this agreement shall be subject to inspection by a representative of the County while in process or after completion. If any such services are found to be unsatisfactory and not in accordance with the requirements of this contract, the County Purchasing Agent or representative shall notify Contractor and Contractor shall take immediate steps for corrective action.

The County shall provide reasonable storage space for use of Contractor, provided however, that such shall be necessary to the performance of the services required hereunder. The County shall have access to the above space for the purpose of inspection for conformance to fire, health, and any other applicable regulations. The use of such space shall be the responsibility of Contractor and any damage to property, theft of property, or injury to persons resulting from the use of such space shall be the liability of the Contractor. Jefferson County shall in no way be responsible for the Contractor's supplies, equipment, materials, or personal belongings that may be damaged by fire, theft, accident, or otherwise.

Jefferson County will supply to the contractor light, heat, power (110 volts A.C.), hot and cold water as may be required for the cleaning of premises under the terms of this contract.

#### **Supervision and Labor**

Contractor shall provide sufficient personnel to accomplish required services hereinafter set forth. All such personnel shall be skilled in the various tasks assigned to them. Contractor shall be responsible for proper personal conduct of all his personnel while on the premises and shall submit a certificate that they are licensed to provide services and carry insurance of not less than \$100,000 coverage for employee dishonesty and customer protection. Contractor agrees to dispense with the services of any employee whose conduct the County believes is detrimental to the best interest of the County.

Contractor shall have an active, qualified, competent and experienced supervisor (satisfactory to the County) to provide daily inspection and supervision of the janitorial services provided hereunder and he/she shall be authorized to represent and act for Contractor.

#### **Contractor's Employees**

All employees of contractor must be eighteen (18) years of age or older. No minors will be allowed to work under this contract.

The Contractor's supervisor, or competent assistant supervisor, shall be on premises at all times during working hours and be responsible for the work on behalf of the contractor.

The Contractor shall enforce strict discipline and good order among the Contractor's employees.

The Contractor shall exercise the necessary supervision and control to prevent contractor's employees from violating rules and regulations.

All employees of successful bidder will be required at all times to wear the company logo visible on all shirts and a company identification card with name and picture provided at no expense to the County.

The County reserves the right to request police record checks or drug screening tests at the cost of the Contractor.

### **Workers' Compensation**

The Contractor expressly agrees to pay to the State of Texas the amounts required for Workers' Compensation.

### **Contractor Payments**

The Contractor agrees that it will at all times pay promptly and when due all laborers, mechanics, subcontractors and material men, and all persons who shall supply the Contractor with provisions and supplies for the carrying on of the contract work.

### **Responsibility for Damage/Repair Problems**

Contractor shall report promptly to the proper authority, as designated by Jefferson County, any irregularities in any of the areas serviced, regarding heating and ventilating equipment, lighting, furniture, broken windows, dispensing equipment in restrooms or any other conditions that may require attention for repairs, adjustment or replacement or correction. A routine maintenance form is attached for this purpose at page 31.

### **Damage for Destruction of Premises**

If the area specified in the bid is partially or fully destroyed, Contractor's obligations hereunder shall be reduced to the extent made necessary by said partial or full destruction of the area specified in the bid and the County's obligation to Contractor shall be reduced a proportionate amount.

### **Non-Performance/Liquidated Damages**

Throughout the term of the contract, if the Vendor fails to perform required services as described herein, or does not complete all services as required on a daily, weekly, monthly quarterly, bi-annually, or yearly basis this shall be just cause for the assessment of damages as described below and such damages shall be considered, as liquidated damages. If the Vendor fails to perform the services within the time specified in the contract whether a daily, weekly, monthly, quarterly, biannually, or yearly task, the Vendor shall be deemed as non-compliant and liquidated damages will be assessed.

The Maintenance Representative or his designee will perform inspections of each area to ascertain compliance to the specifications. If any deficiencies are found, an inspection report will be communicated to the Vendor noting the required corrections. If deficiencies are found, once reported to the vendor, it shall be the responsibility of the vendor to respond and correct the deficiencies immediately or no later than twenty-four (24) hours. All notifications will be made by written e-mail.

Liquidated damages are set at 10% of location invoice per occurrence. Written documentation will be provided and the damage will be deducted from the monthly invoice.

## Notices

All notices shall be submitted in writing to Maintenance and Purchasing.

	<u>Immediate Notices</u>	<u>Notices by Mail</u>
Purchasing	<a href="mailto:ysauer@co.jefferson.tx.us">ysauer@co.jefferson.tx.us</a>	Yea-Mei Sauer 1149 Pearl Street Beaumont TX 77701
Maintenance Beaumont	<a href="mailto:gkeller@co.jefferson.tx.us">gkeller@co.jefferson.tx.us</a>	Greg Keller 1149 Pearl Street Beaumont TX 77701
Maintenance Pt. Arthur and Mid-County	<a href="mailto:mbernard@co.jefferson.tx.us">mbernard@co.jefferson.tx.us</a>	Mark Bernard 525 Lakeshore Drive Port Arthur TX 77640
Jack Brooks Regional Airport	<a href="mailto:dyoumans@co.jefferson.tx.us">dyoumans@co.jefferson.tx.us</a>	Duke Youmans 4875 Parker Drive Beaumont TX 77705
Mid County Office Building, Hamshire Building, Mid County Tax Office, Road & Bridge Precinct 2	<a href="mailto:bkelly@co.jefferson.tx.us">bkelly@co.jefferson.tx.us</a>	Bobby Kelly 7759 Viterbo Road Beaumont TX 77705
Minnie Rogers Juvenile Justice Center	<a href="mailto:ecockrell@co.jefferson.tx.us">ecockrell@co.jefferson.tx.us</a>	Chief Ed Cockrell 5326 Highway 69 South Beaumont TX 77705

The Vendor must provide contact information for routine and emergency communications in the form of mobile telephone contact numbers for vendor's supervisors and e-mail contact addresses.

### Continuity of Janitorial Service

Upon the termination of this contract, through passage of time, Contractor shall aid Jefferson County in all ways possible in continuing the services provided for under this agreement uninterrupted until a new contract has been awarded.

### Attorney's Fee

Should the Contractor, in the judgment of Jefferson County, ignore or fail properly to handle or defend any claim, lien, or suit the County may, at its opinion, assume and undertake or join the handling or defense of, any such claim, lien, or suit, and in that event the Contractor will reimburse the County for attorney's fees and other expenses incurred by it in handling or defending any amounts paid by Jefferson County in settlement thereof or in satisfaction of any judgment in any such suit.

### Non-Waiver

Any waiver of any breach of covenants under this contract shall not be deemed or considered as a continuing waiver and shall not prevent Jefferson County from declaring any succeeding breach of the same condition or covenant.

### Default

The contract may be cancelled or annulled by Jefferson County if the Contractor shall fail or neglect to do or perform or observe any of the covenants contained herein; or if Contractor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then, in any said cases or events, Jefferson County may immediately or any time thereafter, terminate this contract, provided however, that nothing stated in this item shall impair Jefferson County's right to cancellation.



## **Sole Judge for County**

In order to prevent disputes and litigation, the County Purchasing Agent shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and material to be furnished under this contract, and to decide upon all questions which may arise under or as to the fulfillment of said contract on the part of the Contractor, and her decisions and determination shall be final and conclusive.

## **Special Requirements/Instructions:**

### **Working Hours/Quality of Service**

Contractor shall perform services required herein between the hours of 5:30 PM and 11:30 PM, Monday through Friday, except where noted on the bid form.

**No later than two weeks after the effective date of this contract, Contractor shall provide the County with a work schedule defining frequency of tasks to be performed.**

Areas listed below are to be cleaned as frequently as specified above. Contract administrator may request an alternative schedule. Bidder shall check whether or not requirements will be met. If requirements cannot be met, bidder must state exceptions.

### **Security/Background Check – Jack Brooks Regional Airport**

**All Janitorial Contractors will be subject to a background check before beginning work at the Jack Brooks Regional Airport Main Terminal.** This background check will be conducted by the Jefferson County Sheriff's Department and Jefferson County will bear the cost of the search.

## **Cleaning Specifications:**

### **Intent**

It is the intent of Jefferson County that these premises be maintained at a high standard of cleanliness. These specifications are intended to indicate an acceptable level of service, cleaning and professionalism to be provided by the contractor.

**Frequencies set forth are meant to be general guidelines; they are not to be construed as complete.**

**All items not specifically included but found to be necessary to properly clean the buildings, including additional requirements at specific locations, shall be included as though written in these specifications.**

### **Clean**

The term "clean" means the removal of all trash, dirt, dust, lint, marks, stains, spots, odors, film (dirt, grease, etc.)

### **Safety**

The Contractor shall be responsible for instructing employees in safety measures considered appropriate. Personnel will not place or use mops, brooms, or any equipment in traffic areas or other locations in such a manner as to create safety hazards. The workers shall provide, place and remove appropriate warning signs for wet or slippery floor areas caused by cleaning or floor finishing operations. General safety requirements shall be complied with in all activities under this contract.

## Daily Cleaning:

### Restrooms

Clean with a germicidal detergent all commodes, urinals, lavatories, bathtubs, shower areas, etc. Clean encrustation, stains, scale, deposits, and build-up inside and outside. All fixtures, faucets, and piping shall be rinsed and polished for a complete job. Deodorant tablets shall not be used in commodes or urinals. Highly scented disinfectant cleaners shall not be used.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

### Floors

Sweep floors to remove dirt and other material. Damp mop all resilient tile floors using a germicidal detergent solution. Wet mop all ceramic tile floors using a germicidal detergent solution. Rinse all floors with clear water. Floors shall be maintained in such a manner as to promote longevity and safety upon completion of work, all floors shall be left in a clean, orderly and safe condition. The contractor shall remove and replace furniture as required to perform the work, exercising necessary safety practices and necessary caution to prevent damage to Jefferson County property. Clean all baseboards. Spray buff all resilient tile. Apply a new coat of finish as needed. At all times, floors shall be maintained in such a manner as to promote longevity and safety.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

### Tile

Sweep to remove loose dirt and other material. Wet mop all hard tile (ceramic, quarry, etc.) floors. Damp mop all resilient (including wood) floors. Spray buff all resilient tile daily or as needed.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

### Carpet

Vacuum all carpeted floors. Spot clean all carpeted floors as needed in accordance with manufacturer's instruction.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

### Entrance and Common Areas

Pick up papers, leaves, trash and loose material outside stairways and entranceways. Sweep to remove loose dirt and other material. Damp or wet mop clean as needed. Clean all entrance mats.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

## **Other Requirements**

Empty all waste receptacles. Maintain all waste receptacles in a clean and odor-free condition. Plastic liners are required. Clean all restrooms dispensers, mirrors, partitions, doors, walls, vents, shelves, furniture, trim, etc., in restrooms and adjacent lounge areas.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

## **Supplies**

All towel, tissue, and soap dispensers shall be checked and refilled nightly. No refill supplies shall be stocked in the area of dispenser.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

## **Trash Pickup and Removal**

Empty all waste receptacles (including wastebaskets, trash cans, ashtrays, boxes labeled "trash", etc.). Waste receptacles are to be maintained in a clean and odor-free condition. New plastic liners are required daily. Remove all trash and waste to a designated central location (dumpster, etc.) for disposal. Empty "recycle paper" containers into recycle bins as needed, where appropriate, and if in doubt, set aside material and ask for direction from contract administrator.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

## **Furniture, etc.**

Clean furniture, counter, and cabinets. (Furniture includes desks, windows, pictures, etc.) Clean all ledges and horizontal surfaces, including baseboards. Spot clean finger marks, smudges, dirt buildup, and/or accumulation around light switches, doors, door frames, counters, etc. Sanitize, wash and polish all drinking fountains, sinks, basins, fixtures, etc. and related counter tops. Keep walls, ceilings and corners free from dust, cobwebs, etc.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

## **Doors/Glass**

Clean furniture, counter, and cabinets. (Furniture includes desks, and windows.) Clean all ledges and horizontal surfaces, including baseboards. Spot clean finger marks, smudges, dirt buildup, and/or accumulation around light switches, doors, door frames, counters, etc. Clean all entrance glass (entrance glass includes: glass, doors, windows, window frames, reception areas, partitions). Clean all metal trim (push plates, kick plates, etc.) Spot clean all interior glass including partitions, display cases, mirrors, interior doors, etc.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

## **Finishing Touches**

Restore all furniture, wastepaper baskets, etc., to original position. Report all maintenance related problems to the Central Services Director. Leave janitorial closet clean and orderly.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

## **Periodic Tasks and Services:**

All monthly, quarterly, semi-annual and annual services require a sign-off of completion. Prior to starting, vendor must submit a written schedule showing the exact date of all quarterly, semi-annual and annual work.

### **Monthly**

Machine scrub restroom floors using germicidal detergent. Refinish all resilient tile restroom. Clean all vent covers, louvers, etc.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

### **Quarterly and As Needed**

Vacuum, spot clean, and shampoo all carpets. (Proper shampooing shall result in a carpet free from all types of airborne soil, dry dirt, water soluble soils, and petroleum soluble soils). A clean carpet shall be uniform in appearance when dry vacuumed. Strip and refinish all resilient tile floor surfaces, upon completion of this task, the floor shall be free of all scuff marks, dirt, dust, soil, spots, stains, deposits, and film, (dirt, oil, grease, etc.).

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

**SUB-COURTHOUSE, ANNEX I AND II (PORT ARTHUR)**  
**JANITORIAL SERVICES**  
**ADDITIONAL INFORMATION AND REQUIREMENTS**

The following provides additional information and requirements for Janitorial Services for the Sub-Courthouse, Annex I and Annex II (Port Arthur). These requirements relate to issues of particular relevance to these locations. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at these locations shall meet with the point of contact, Mark Bernard, within two (2) weeks of contract award to discuss these requirements.

Jefferson County shall provide paper products and trash liners for the Port Arthur locations. Vendor shall be responsible for other supplies and equipment.

Vendor shall supply all other supplies and equipment needed to properly clean the buildings.

**Subcourthouse**

- The Janitor's closet shall be stocked on Fridays.
- Sweep or vacuum all floors (hallways and offices) daily.
- Sweep stairwells daily.
- Wipe handrails daily.
- Clean all restrooms daily.
- Clean all windows and doors daily.
- Dust all offices and all blinds twice per week.
- Clean walls once per week.
- Clean light fixtures once per week.
- Buff floors once a week; strip floors once every other week.

Annex II – Port Arthur – in addition to above requirements:

- Protective gloves shall be worn when cleaning restrooms.
- Floors shall be mopped (not waxed).

Vendor shall maintain contact with Mark Bernard and with Purchasing throughout the life of this contract.

The Subcourthouse, Annex I, and Annex II require at least one (1) day porter to service the three locations.

## **JACK BROOKS REGIONAL AIRPORT ADDITIONAL INFORMATION AND REQUIREMENTS**

The following provides additional information and requirements for Janitorial Services for the Jack Brooks Regional Airport (Main Terminal). These requirements relate to issues of particular relevance to the Airport. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at the Airport shall meet with the point of contact, Duke Youmans, within two (2) weeks of contract award to discuss these requirements.

Vendor's assigned employee(s) shall have:

- Good communication skills in the English language
- Proof of cleared background check before beginning work at Jack Brooks Regional Airport. This background check will be conducted by the Jefferson County Sheriff's Department and Jefferson County will bear the cost of the search.
- Additional background checks may be necessary as prescribed by TSA regulations.
- Company logo visible on their shirts at all times, and have a company identification card with their name and picture.

Vendor shall supply:

- Any and all equipment, including but not limited to:
  - vacuums
  - brooms, dust and dry mop, wet mop, bowl mops
  - buffers & carpet cleaner
  - interior and exterior window cleaning equipment
  - rags, wipes, etc
- Any and all supplies necessary to clean the Airport Main Terminal, including but not limited to:
  - Neutral floor cleaner
  - Cleaner and disinfectant for: sinks, toilets, counter tops, windows, etc
  - Scented urinal screens
  - Stain remover
  - Hand soap for dispensers
  - Hand sanitizer for dispensers

The main terminal requires one person to be present from 8:00 AM to 8:00 PM, Sunday through Friday, and from 8:00 AM to 3:00 PM on Saturday. This person shall:

- Clean all bathrooms following each flight.
- Replenish paper products.
- Dry mop floors twice a day.
- Vacuum all carpeted areas once a day.
- Take out trash twice a day.
- Buff all hard floors each Saturday.
- Hard floors stripped and waxed, every three (3) months or upon airport request, no more than four (4) times a year.
- Shampoo all carpet areas as needed, at least every two (2) weeks.
- Maintain interior side of windows to a clean and clear appearance.
- Stains addressed and removed.

Access to secure areas of the terminal will be limited. Persons authorized by designated airport personnel will be subject to airport security background checks. Persons authorized will, without fail, display proper security badges, provided by airport, at all times while in secure areas. If lost, replacement badges are available for a cost of \$10 each.

Vendor shall maintain contact with Duke Youmans and with Purchasing throughout the life of this contract.

## **MID-COUNTY OFFICE BUILDING AND HAMSHIRE BUILDING ADDITIONAL INFORMATION AND REQUIREMENTS**

The following provides additional information and requirements for Janitorial Services for the Mid-County Office Building. These requirements relate to issues of particular relevance to this building. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at the Mid-County Office Building shall meet with the point of contact, Bobby Kelly, within two (2) weeks of contract award to discuss these requirements.

Jefferson County will supply toilet paper, paper towels, and hand soap for these locations. The vendor is responsible for all other supplies and equipment.

### Environmental Control Department

- Vacuum front counter area daily.
- Vacuum remaining floors three days per week.
- Empty trash daily.
- Dust all offices once per week.

### Constables' Offices (Precincts 4 & 7)

- Dust Constables' desks and shelves every other day.
- Dust all other desks every other day, including CPU on the floor and computer on the desk.
- Vacuum entire office once per week
- Dust printers, fax machine and phones once per week.

### Judges' Offices (Precincts 4 & 7)

- Vacuum entire office, Judge's office, and Court Room (including under all desks) daily.
- Empty trash daily.
- Clean front window glass once per day.
- Wipe outside counter at front window with antibacterial cleaner once per day.
- Dust Clerk's office once per week.
- Windex Judge's desk once per day.
- Dust table in Judge's office once per day. If Judge is in office, please ask before cleaning.
- Vacuum Court Room once per day
- Dust entire Court Room with Pledge on Fridays. Additionally, on Tuesdays dust the Judge's entire bench only.
- Empty shredder once per week.
- Special Requests as needed.

### Mid-County Community Room (Next to Mid-County Office Building)

- Sweep floors
- Mop floors
- Empty trash.
- Clean restrooms.
- Clean kitchen.

The space previously known as The Library is now being utilized as an Immunization Clinic/Voting Tabulation area. This area is currently, and shall continue to be cleaned by Jefferson County staff. Please do not consider it as an area to be cleaned under contract.

Vendor shall maintain contact with Bobby Kelly and with Purchasing throughout the life of this contract.



## **ROAD & BRIDGE PRECINCT 2 ADDITIONAL INFORMATION AND REQUIREMENTS**

The following provides additional information and requirements for Janitorial Services for the Road & Bridge Precinct 2 Office. These requirements relate to issues of particular relevance to this building. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at this location shall meet with the point of contact, Bobby Kelly, within two (2) weeks of contract award to discuss these requirements.

Jefferson County will supply toilet paper, paper towels, and hand soap at this location. Vendor is responsible for supplying other supplies and equipment needed.

### Vacuuming

- Vacuum front office twice per week.
- Vacuum remainder of the building once per week.

### Dusting

- Dust front office twice per week.
- Dust remainder of the building once per week.

Restrooms – clean twice per week.

### Floors

- Mop once per week.
- Sweep twice per week.

Trash – empty twice per week.

Kitchen – clean twice per week (no dishes).

Glass – clean as needed.

Vendor shall maintain contact with Bobby Kelly and with Purchasing throughout the life of this contract.

## **MID-COUNTY TAX OFFICE ADDITIONAL INFORMATION AND REQUIREMENTS**

The following provides additional information and requirements for Janitorial Services for the Mid-County Tax Office. These requirements relate to issues of particular relevance to these locations. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at this location shall meet with the point of contact, Bobby Kelly, within two (2) weeks of contract award to discuss these requirements.

Jefferson County will supply toilet paper, paper towels, and hand soap at this location. Vendor is responsible for supplying other supplies and equipment needed.

The following tasks shall be performed daily:

- Mop all non-carpeted areas.
- Vacuum all carpeted areas.
- Clean bathroom fixtures.
- Empty all trash cans.
- Clean or wipe fingerprints from front doors.

The following tasks shall be performed once or twice per week as needed:

- Dust counters/desks.
- Wipe down wooden surfaces
- Dust calculators, phones, printers, etc.

The following tasks shall be performed once monthly as needed:

- Dust blinds
- Clean window sills
- Empty shredders by copier in work room

Vendor shall maintain contact with Bobby Kelly and with Purchasing throughout the life of this contract.

## **MINNIE ROGERS JUVENILE JUSTICE CENTER ADDITIONAL INFORMATION AND REQUIREMENTS**

The following provides additional information and requirements for the Minnie Rogers Juvenile Justice Center. These requirements relate to issues of particular relevance to these locations. They are in addition to and do not replace the requirements listed in the specifications. The Vendor awarded janitorial services at these locations shall meet with the point of contact, Chief Cockrell, within two (2) weeks of contract award to discuss these requirements.

The Minnie Rogers Juvenile Justice Center is a secure facility. Vendor shall gain admission by ringing the entrance bell and identifying themselves.

The Vendor will be given a key by the Control Room staff for servicing the building; Vendor shall return the key at the end of each work shift.

The Vendor shall transport all trash out of the entrance doors and shall request admission to the dumpster area, which is in the secure parking lot. Once entrance is gained, the gate will close and the Vendor shall request it to be opened again in order to leave the area and gain admission back into the facility.

All Juvenile records are confidential, and the Vendor shall not disturb records in any manner. If a name of a juvenile happens to be seen accidentally, the Vendor shall not reveal that information to anyone.

During a normal week, the conference rooms may be in use for various meetings or rehabilitation programs after 5:00. The vendor shall work in the rest of the building and clean the conference rooms last on those occasions.

- Empty trash daily
- Clean front window glass once per week
- Clean restrooms and bathroom fixtures daily
- Clean kitchen, to include wiping down counters, daily
- Mop all non-carpeted areas daily
- Vacuum all carpeted areas daily, including Court Room
- Empty all trash cans daily
- Clean or wipe fingerprints from front doors at least once per week
- Dust blinds once per week
- Clean window sills once per week
- Wax lobby floor once every six (6) months

Vendor shall supply any and all supplies necessary to clean, including but not limited to vacuums, brooms, dust and dry mops, wet mops, bowl mops, buffers and carpet cleaner, interior and exterior window cleaning equipment, rags, wipes, neutral floor cleaner, cleaner and disinfectant for sinks, toilets, counter tops, etc., scented urinal screens, stain remover, hand soap for dispensers, hand sanitizer for dispensers. Vendor shall also provide all toilet tissue, paper towels and cleaning supplies on the Juvenile Probation side.

Vendor shall maintain contact with Chief Cockrell and with Purchasing throughout the life of this contract.

**BEAUMONT LOCATIONS:  
HISTORIC COURTHOUSE, NEW COURTHOUSE, SHERIFF'S DEPARTMENT,  
ANNEX I, ANNEX II, AND ANNEX IV  
ADDITIONAL INFORMATION AND REQUIREMENTS**

The following provides additional information and requirements for Janitorial Services for the historic courthouse, new courthouse, Sheriff's Department, Annex I, Annex II, and Annex IV (all located in Beaumont). The following requirements relate to issues of particular relevance to these locations, and are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at these locations shall meet with the point of contact, Greg Keller, within two (2) weeks of contract award to discuss these requirements.

Jefferson County shall provide paper products and trash liners for the Beaumont locations. Vendor shall be responsible for other supplies and equipment.

Vendor will perform services Monday through Friday, as follows:

Historic Courthouse, New Courthouse, Annex I, Annex II, and Annex IV	9:30 am – 2:00 pm 5:30 pm – 11:30 pm
Sheriff's Department	8:00 am – 12:00 noon
District Attorney's Offices	3:00 pm – 5:00 pm

Vendor personnel working in the Sheriff's Department shall be subject to a background check.

Vendor shall furnish cleaning carts for each of the Beaumont locations. The total number of carts shall be determined after award.

All Vendor personnel shall have their company logo visible on their shirts at all times, and have a company identification card with their name and picture. Cleaning personnel not wearing the proper attire will not be allowed in the building.

The Vendor shall have a supervisor on duty at all times. This supervisor will be the only person authorized to pick up keys each night.

Vendor shall maintain contact with Greg Keller and with Purchasing throughout the life of this contract.

## **Schedule and Checklists:**

The Contractor shall submit, after Notice of Award, but prior to the date of performance, a schedule of the dates that daily, weekly, monthly, quarterly, semi-annually and other frequencies of work will be performed. Contractor shall, in this schedule, indicate specific areas of floors and sections of windows and other items not requiring daily service, which are to be cleaned under a progressive work program and the days/weeks/months/quarters such areas are to be cleaned. This schedule must be approved by building superintendent and submitted to Jefferson County Purchasing Agent. A copy of the daily activity report is attached at page 39.

### **Daily Activity Report Checklist**

The successful vendor will be required to complete a "daily activity report checklist" of services performed for each location covered under this contract. A copy of this report is included in this page at page 39.

### **Routine Maintenance Problem Report**

Using the attached form, any routine maintenance problems such as burned out lights, clogged drains, toilet problems, electrical outlet malfunctions, items broken, missing, and other items which require maintenance, repair or replacement. This report should be submitted as needed to Jefferson County. A copy of this report is included in this page on page 40.

The Contractor shall forward to Jefferson County Building Superintendent the completed checklists for each week within two (2) days after its expiration showing its adherence or non-adherence, plus corrections, by item and date. In addition, a copy of the reports and checklists shall be filed with the contact person specified in the bid or his designated representative.

### **Coordination**

The Contractor will contact the County Purchasing Agent at least once a quarter to discuss contract performance and identify problem areas. Meetings will be scheduled at the time of award for the first year, and upon renewal for each subsequent year.

## **Poor Performance/Complaint Provisions:**

In the event janitorial service performance is less than acceptable to Jefferson County authorities this paragraph will allow recourse for the County. A percentage of amounts due for janitorial services will be assessed when performance is unsatisfactory, e.g., when three (3) legitimate complaints of unsatisfactory services are received from a single department within a 30-day (one month) period, a 10% penalty will be assessed the contractor. The 10% penalty shall apply to the amount for services charged to the complaining department.

**DAILY ACTIVITY REPORT CHECKLIST  
TO BE FILLED OUT BY SUPERVISOR**

--	--

Building

Floor

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Sweep or dust mop floors							
Damp mop floors							
Buff floors							
Clean elevators							
Clean brass fixtures							
Vacuum and clean rugs and carpets							
Collect trash and change bags							
Clean glass interior and exterior							
Sweep stairs/landings and mop							
Clean bathroom – clean sinks/toilets/urinals, replace tissues/towels/soap, empty trash, sweep/mop floors							
Dust all furniture							

Sample

--

Contractor

--	--

Supervisor

Date

## ROUTINE MAINTENANCE PROBLEM REPORT

--	--	--

Please Print Name

Authorized Signature

Date

--	--

Department\*

Report Date

Problem Location

1.	Lights burned out.
2.	Drain clogged.
3.	Toilet malfunction.
4.	Electrical outlet malfunction.
5.	Item(s) broken, missing, etc.
6.	
7.	
8.	
9.	
10.	
11.	

Sample

\*Report each maintenance problem **daily**.

## **5. Project Requirements**

### **5.1 Objective**

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

### **5.2 Offeror Experience**

The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

### **5.3 Offeror Personnel and Organization**

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;



- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

## **6. Proposal Evaluation and Selection Process**

### **6.1 Introduction**

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.

### **6.2 Cost Proposal**

The Offeror must utilize the form provided in Appendix A 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 Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.

### **6.3 Proposal Evaluation and Selection**

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from: Jefferson County Maintenance, Subcourthouse Maintenance, Jack Brooks Regional Airport Maintenance.

### **6.4 Evaluation Criteria:**

#### **a. Responsiveness – 15%**

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

#### **b. Implementation Plan – 25%**

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

#### **c. Offeror Qualifications – 25%**

This refers to the overall qualifications of Offeror and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Offeror's performance on previous local government projects.

#### **d. Personnel Qualifications – 15%**

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Offeror's project team on previous projects with the County and similar projects.

#### **e. Cost of Professional Services – 20%**

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and

Upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

## APPENDIX A Cost Proposal

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this RFP. Cost will be a factor in the County's selection process.

Service shall include all custodial services and must be performed during the days/times specified. Note that some locations require an employee to be on site for the duration of specific hours.

Item	Service Location	Unit Price Per Sq. Ft.	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
1	Jefferson County Courthouse (Historic) 1149 Pearl St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 7; Elevators: 3 Square feet: 115,490 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
2	Jefferson County Courthouse (New) 1001 Pearl St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 3; Elevators: 3 Square feet: 140,937 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
3	Jefferson County Sheriff's Dept. 1001 Pearl St., Beaumont <b>One employee must be on site Mon-Fri, 8:00 am–noon</b> Floors: 2; Elevators: 0 Square feet: 12,320 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
4	Jefferson County Annex I 215 Franklin St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 1 Square feet: 31,784 To be serviced: 3 days/week	\$	\$	\$	x 52	\$
5	Jefferson County Annex II 1295 Pearl St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 0 Square feet: 17,197 To be serviced: 3 days/week	\$	\$	\$	x 52	\$
6	Jefferson County Annex IV 820 Neches, Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 1 Square feet: 20,000 To be serviced: 5 days/week	\$	\$	\$	x 52	\$

## COST PROPOSAL (CONTINUED)

Item	Service Location	Unit Price Per Sq. Ft.	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
7	Courthouse (Historic & New) & Beaumont Annexes I, II, IV—day service <b>One employee (day porter) must be on site Mon-Fri, 9:30am– 2:00 pm</b> Floors: 7; Elevators: 8 Square feet: To be serviced: 5 days/week	\$	\$	\$	x 52	\$
8	Subcourthouse 525 Lakeshore Dr., Pt Arthur Mon-Fri, 5:30 pm–12:00 mid. Floors: 2; Elevators: 2 Square feet: 15,394 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
9	Annex I – Port Building 900 Fourth St., Port Arthur Mon-Fri, 5:30 pm–12:00 mid. Floors: 2; Elevators: 1 Square feet: 5,426 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
10	Annex II – Public Health Dept 800 – 4 <sup>th</sup> Street, Port Arthur Mon-Fri, 4:00 pm–11:00 pm Floors: 1; Elevators: 0 Square feet: 14,300 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
11	Minnie Rogers Juvenile Justice, 5326 Highway 69 S, Beaumont Mon-Fri, 5:30 pm–12:00 mid. Floors: 1; Elevators: 0 Square feet: 12,850 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
12	Airport – Main Terminal 6000 Airline Dr., Beaumont <b>At least one employee must be on site Sun-Fri, 8:00 am– 8:00 pm</b> Floors: 1; Elevators: 0 Square feet: 19,579 To be serviced: 6 days/week	\$	\$	\$	x 52	\$
13	Airport – Main Terminal 6000 Airline Dr., Beaumont <b>At least one employee must be on site Sat, 8:00 am–3:00 pm</b> Floors: 1; Elevators: 0 Square feet: 19,579 To be serviced: 1 day/week	\$	\$	\$	x 52	\$

## COST PROPOSAL (CONTINUED)

Item	Service Location	Unit Price Per Sq. Ft.	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
14	Mid-County Office Building & Pct. 2 Service Center 7759 Viterbo Rd, Beaumont Mon-Fri, 5:30 pm–12:00 mid. Floors: 1; Elevators: 0 Square feet: 6,120 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
15	Mid-County Tax Office 4605 Jerry Ware Dr., Bmt Mon-Fri, 5:30 pm–12:00 mid. Floors: 1; Elevators: 0 Square feet: 2,476 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
16	Precinct 2 Service Center 7759 Viterbo Road, Beaumont Mon-Fri, 5:30 pm – 12:00 mid Floors: 1; Elevators: 0 Square feet: 1,876 To be serviced: 2 day/week	\$	\$	\$	X52	\$
17	Hamshire Building 19217 FM 365, Beaumont Mon-Fri, 5:30 pm – 12:00 mid Floors: 1; Elevators: 0 Square feet: 2,858 To be serviced: 5 days/wk	\$	\$	\$	X52	\$
18	Precinct 3 Service Center 5700 Jade Avenue, Port Arthur Mon-Thurs, 7:00 am - 5:00 pm Floors: 1; Elevators: 0 To be serviced: 1 day/bi-weekly	\$	\$	\$	X26	\$
19	Subcourthouse, Annex I, and Annex II (Port Arthur) <b>One employee (day porter) must be on site to service these three (3) locations, Mon-Fri, 8:00 am – 5 pm</b> Square feet (combined): 35,120	\$	\$	\$	X52	\$

**Offeror Must Complete and Return This Page With Offer.**

## Non-Disclosure Agreement

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In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: \_\_\_\_\_

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

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

**Offeror Must Complete and Return This Page With Offer.**

## Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

***THIS FORM MUST BE RETURNED WITH YOUR OFFER.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

**Offeror Must Complete and Return This Page With Offer.**



## Signature Page

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As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Offeror be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes**  **No**

This offer shall remain in effect for ninety (90) days from proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Proposal, Conditions of Request for Proposal, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other Offeror or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the Offeror nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a proposal or not to submit a proposal thereon.

Offeror (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

**Offeror Must Complete and Return This Page With Offer.**

# Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

Adopted 8/7/2015

**Offeror Must Complete and Return This Page With Offer.**

# Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>  Date Gift Accepted _____ Description of Gift _____  Date Gift Accepted _____ Description of Gift _____  Date Gift Accepted _____ Description of Gift _____  (attach additional forms as necessary)	
<b>6</b>	<b>AFFIDAVIT</b>  I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.  <div style="text-align: right; margin-right: 100px;">                     _____                      Signature of Local Government Officer                 </div>  AFFIX NOTARY STAMP / SEAL ABOVE  Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.  <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <span>_____</span> <span>_____</span> <span>_____</span> </div> <div style="display: flex; justify-content: space-between; font-size: small; margin-top: 5px;"> <span>Signature of officer administering oath</span> <span>Printed name of officer administering oath</span> <span>Title of officer administering oath</span> </div>	

Adopted 8/7/2015

**Offeror Must Complete and Return This Page With Offer.**

# Good Faith Effort (GFE)

## DETERMINATION CHECKLIST

*This information must be submitted with your proposal.*

**Instructions:** In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

### Did the Prime Contractor/Consultant . . .

- Yes     No    1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes     No    2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes     No    3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)?
- Yes     No    4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes     No    5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes     No    6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

**If “No” was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.**

\_\_\_\_\_  
Printed Name of Authorized  
Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Offeror Must Complete and Return This Page With Offer.**

# Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

***This information must be submitted with your bid.***

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions for Prime Contractor/Consultant:** Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Contractor Representative Signature of Representative Date

\_\_\_\_\_  
Printed Name of HUB Signature of Representative Date

**NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.**

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

**Offeror Must Complete and Return This Page With Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

***This information must be submitted with your bid.***

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE:: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.  
Use these goals as a guide to diversify.

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## FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: \_\_\_\_\_ Initials: \_\_\_\_\_

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## PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Texas Bldg & Procurement Comm.  Texas Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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**Offeror Must Complete and Return This Page With Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

## HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**All HUB Subcontractor Participation may be verified with the  
HUB Subcontractor(s) listed on Part I.**

**Offeror Must Complete and Return This Page With Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

## PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

**Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.**

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: \_\_\_\_\_

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?  Yes  No

## PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Offeror Must Complete and Return This Page With Offer.**



# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

Contact person that will be in charge of invoicing for this project:

Name (print or type): \_\_\_\_\_

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

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

E-mail address: \_\_\_\_\_

**Offeror Must Complete and Return This Page With Offer.**

## Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
  
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that \_\_\_\_\_ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
  
- I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

**Property:** List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**Offeror Must Complete and Return This Page With Offer.**

# Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_,

on this day personally appeared \_\_\_\_\_, who  
(name)

after being by me duly sworn, did depose and say:

"I, \_\_\_\_\_ am a duly authorized officer of/agent  
(name)

for \_\_\_\_\_ and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said \_\_\_\_\_.  
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named \_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

**Offeror Must Complete and Return This Page With Offer.**

JANITORIAL SERVICES  
FOR  
JEFFERSON COUNTY, TEXAS

**SAMPLE CONTRACT**

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

This Contract between Jefferson County and \_\_\_\_\_ (hereinafter called "Contractor").

W I T N E S S E T H

WHEREAS, on \_\_\_\_\_, a Legal Notice was published by Jefferson County setting forth the specifications for Janitorial Services for Jefferson County.

WHEREAS, on \_\_\_\_\_, bids were opened and the lowest responsible bidder was determined to be \_\_\_\_\_,

1. The term of the renewed Contract shall be from \_\_\_\_\_, inclusive.
2. The Contract includes the following documents, copies being attached and are incorporated herein, to with:
  - a. Legal Notice, \_\_\_\_\_;
  - b. Bid Form of \_\_\_\_\_;
  - c. Specifications for Janitorial Services for Jefferson County; and
  - d. Additional Instructions for individual departments/buildings.
3. During the term of this Contract, Contractor shall furnish to the County the Janitorial Service for all buildings set forth in the aforementioned specifications for base bid, including all labor, tools, cleaning and floor finishing products, superintendence and equipment in connection therewith.
4. Renewal of this contract shall be for the original bid price: however, if the option to renew is exercised, Jefferson County will permit a price adjustment upward or downward after the end of the first contractual period and each renewal period when correlated with the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, (all items) published by the Bureau of Labor Statistics (BLS), Beaumont-Port Arthur, Texas, www.bls.gov., up to 3%, whichever is lower.
5. Throughout the term of the contract, if the Vendor fails to perform required services as described herein, or does not complete all services as required on a daily, weekly, monthly quarterly, bi-annually, or yearly basis this shall be just cause for the assessment of damages as described below and such damages shall be considered, as liquidated damages. If the Vendor fails to perform the services within the time specified in the contract whether a daily, weekly, monthly, quarterly, biannually, or yearly task, the Vendor shall be deemed as non-compliant and liquidated damages will be assessed.

The Maintenance Representative or his designee will perform inspections of each area to ascertain compliance to the specifications. If any deficiencies are found, an inspection report will be communicated to the Vendor noting the required corrections. If deficiencies are found, once reported to the vendor, it shall be the responsibility of the vendor to respond and correct the deficiencies immediately or no later than twenty-four (24) hours. All notifications will be made by written e-mail.

Liquidated damages are set at 10% of the amount for services charged to the complaining department per occurrence. Written documentation will be provided and the damage will be deducted from the monthly invoice.

5. County agrees to pay Contractor the total sum of \$\_\_\_\_\_, \_\_\_\_\_, for all services hereunder payable, such payments to be made monthly upon presentation of an invoice at the end of each month hereof.
6. It is agreed that Contractor is acting in the capacity of an independent contractor hereunder. Contractor does hereby promise and agree to indemnify and hold harmless the County from and against all damages, liability, injury, claims or causes of action arising out of the performance of the Contract.
7. If Contractor shall fail to perform in accordance with this Contract, or otherwise breach this Contract, the County shall have the option to immediately terminate the Contract in addition to any other legal remedy. Provided, that the County shall give written notice to Contractor in the event of exercising such right of termination with thirty (30) days written notice, by Certified United States Mail, addressed to \_\_\_\_\_. Contractor will furnish proof of insurance.

IN WITNESS WHEREOF has caused this Contract to be executed this the \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_

Contractor

IN WITNESS WHEREOF Jefferson County has caused this Contract to be executed this the \_\_\_ day of \_\_\_\_\_, 2018.

JEFFERSON COUNTY

\_\_\_\_\_

Jeff R. Branick, County Judge

ATTEST:

\_\_\_\_\_

Carolyn L. Guidry, County Clerk

Sample