



JEFFERSON COUNTY PURCHASING DIVISION
Douglas Anderson III, County Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

April 7, 2008

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 0-052/DC, Term Contract for Law Enforcement Uniforms for Jefferson County. Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.

Bids are to be addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Law Enforcement Uniforms for
Jefferson County Correctional Facility
BID NO: IFB 08-052/DC
DUE DATE/TIME: 11:00 AM, Monday, April 28, 2008
MAIL OR DELIVER TO: Jefferson County Purchasing Division
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Tamara Inboden, Senior Buyer, at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Douglas Anderson, III
County Purchasing Agent
Jefferson County, Texas

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IFB 08-052/DC
TERM CONTRACT FOR LAW ENFORCEMENT UNIFORMS
FOR JEFFERSON COUNTY CORRECTIONAL FACILITY

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INSTRUCTIONS TO BIDDERS

1. Bid Submission

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

Jefferson County Purchasing Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

All bids shall be tightly sealed in an opaque envelope and **plainly marked with the Invitation for Bid number**, due date, and the bidder's name and address.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

3. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

4. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

5. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid 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. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jeffer-

son County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

6. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

7. Waiver of Subrogation

Bidder and bidder'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 bidder's performance under this agreement.

8. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

9. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Division.

10. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such

addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

11. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

12. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices bid will be considered as being based on F.O.B. delivered, freight included.

13. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

14. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

15. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

16. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

17. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

18. Definitions

“County” – Jefferson County, Texas.

“Contractor” – The bidder whose proposal is accepted by Jefferson County.

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.

GENERAL TERMS AND CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids

All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures

The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids After Bid Opening

Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a

matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates

The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be dis-

tributed to all known recipients of bid documents. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder

To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Proprietary Data

Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 Public Bid Opening

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights

The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing

At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is **not** the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. **Contract shall commence on date of award and continue with an option for up to a four (4) year period.**

4.3 Change Order

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination

A price re-determination may be considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination

Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder become insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which 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 service within the proper amount of time, and/or to properly perform any and all services required 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. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure.

When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder should submit as a bid this entire IFB, completed where necessary, for example, the IFB cover sheet, the Price Sheets, etc. Use an opaque envelope, **clearly indicating on the outside the Job Number, Job Description**, and marked "SEALED BID". Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

3. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

4. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

5. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

6. Insurance

The contractor 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.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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

Minimum Insurance Requirements

Public Liability	\$300,000.00
Property Damage	\$300,000.00
Bodily Injury	\$300,000.00
Excess Liability	\$1,000,000.00
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

- 7.1.1 **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, TWCC-81, TWCC-82, TWCC-83, or TWCC-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.
- 7.1.2 **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.
- 7.1.3 **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.
- 7.2 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.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- 7.4 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.

- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 7.5.1 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
 - 7.5.2 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.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 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.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, 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.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 7.9.1 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.
 - 7.9.2 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.
 - 7.9.3 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.
 - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 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.
 - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

- 7.9.6 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
- 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.1. – 1.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 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.
- 7.11 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.

MINIMUM SPECIFICATIONS

The following requirements and specifications supercede General Requirements where applicable. Contact Deb Clark, Assistant Purchasing Agent (Phone: 409-835-8593; e-mail syphrett@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number 08-052/DC.

Scope

Vendor shall provide law enforcement uniforms for Jefferson County Correctional Facility, subject to the terms and conditions stated for an initial period of one year beginning on or about Date of Award, with an option to renew for four additional years.

Purchase orders for uniforms will be released to successful bidder(s) as needed. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Brand names should be indicated on the bid blank. **Bidder shall attach descriptive literature to his bid.**

Renewal Option

Jefferson County may consider a renewal option for four (4) additional years based upon the same terms and conditions as the original year. Renewal is subject to approval by Jefferson County Commissioners' Court each period. Once renewal option is exhausted, the contract must be re-bid.

Year 2	2009 – 2010
Year 3	2010 – 2011
Year 4	2011 – 2012
Year 5	2012 – 2013

Pricing

Quote unit prices as requested. Prices quoted shall remain firm for one (1) year from date of award. All prices must be typewritten or written in ink.

Samples

When requested, samples shall be furnished free of expense to Jefferson County for approval by user department.

Warranty

One year against workmanship or fabric defects.

Delivery

Delivery shall be made to Jefferson County within 15 days of receipt of order. All delivery and freight charges are to be included in the bid price. Deliver F.O.B. Jefferson County Sheriff's Department with freight prepaid and allowed. Bidder bears freight charges.

Usage

Uniforms will be ordered on an as needed basis. No promise is made or implied as to how many uniforms will be purchased. The quantities ordered will be to meet the demands of the County.

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

General Specifications:

It is not the intent of Jefferson County to restrict bids, but to establish a quality level. Bidders may offer products of equal quality, but the burden of proof rests with the vendor. Jefferson County shall act as sole judge in determining equality and acceptability of product offered.

Item 1. Women's Trousers #L2600

Fabric	Visa® System 3 fabric from Millken and Company, Style 707470, 100% Dacron® polyester. Two ply warp and filling, 10.5-11 oz. per linear yard, 2x1, gabardine weave.
Pocketing and Lining	All pocketing shall be black, 75% polyester/25% cotton with a minimum thread count of 90x56. The weight shall be 3.0 yds./lb.
Design	Shall be modified ladies uniform pattern, having one dart on each front and quarter top front pockets, two back pockets.
Pockets	The front pocket opening will be a minimum 6" and be 5-1/2" deep from the bottom of the opening. They shall be stitched, turned, and restitched. The inside front pocket facing shall be separate piece of self material finishing no less than 1-1/4" wide. The back pockets will have a minimum opening of 5-1/2" and be 6" deep on size 14 and up. On size 12 and down, the minimum opening will be 5" wide and 6" deep. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. The left pocket shall have a tab to button. The front pockets will have straight bartacks. The back pockets shall be bartacked with a triangular bartack. Front pockets shall be reinforced with a double layer of pocketing material.
Waistband	The waistband shall be 1-1/2" wide and shall be closed with a crush-proof hook and eye, the eye being bartacked for stability. The waistband curtain, attached with a rocap machine, will have Sugtex® and Perfection Fit stretch material. Ban-Rol® waistband stiffener, 3/4" in width, shall be swen into the waistband on the front trouser form side seam to side seam. The full length of the waistband is fused with Pellon. The back of the waistband contains elastic, which allows the waistband to stretch 1-1/2". The trousers are to be made with a continous closed waistband. The waistband shall be set on and stitched below the lower
Belt Loops	There shall be seven belt loops. Each loop shall be 3/4" wide, of double thickness, have canvas interlining and be stitched with a 1/4" gauge twin needle. All loops (except for the center back loop) shall be sewn into the waistband curtain seam and the bottom of the waistband. The top of the center back loop shall be tacked to the outside of the waistband and the bottom of the loop tacked to the trousers. Loops shall accommodate a 1 3/4" wide belt.

Fly	Both flies shall have fusible nonwoven interlining. The right fly shall have a French fly extension and be lined with pocketing fabric, extending from the top of the waistband to the inseam. A matching button shall be sewn to the left waistband curtain to fasten the French fly. A straight bartack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly, and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trousers. The trousers shall close with a YKK brass memory lock zipper having a brass bottom stop at the base of the zipper chain and a brass ratcheting cam lock slider.
Inside Trim	The crotch lining shall be made of folded pocketing fabric to provide a double layer and serged to each front. The right fly lining extension shall be stitched to the front seat seam allowances and extend to the inseam.
Stitching	The entire trouser shall be stitched with matching polyester core or 100% polyester spun thread. The thread shall be colorfast and match the fabric. All visible stitching must be 10-11 stitches per inch. All exposed inside seams shall be serged. The seat seam must be stitched with a tandem needle machine. There is a minimum 2¾" seat outlet for alterations.
Pressing and Finishing	All loose threads shall be removed. Trousers must be pressed on Hothead presses and properly shaped, with the inseams, outseams, and seat seam pressed open. There must be a Texpak clip attached to the top fly of the finished trousers.
Labeling	Trousers shall be labeled with the following information: manufacturer, style number, size, fiber content, care instructions, RN number and country of origin.
Striping	Trouser shall have a stripe down the outseam of each leg from the waistband down to be piggybacked ½" navy on ¾" dark grey.
Sizes	The trousers shall be un-hemmed and be available in a regular rise length in ladies sizes 4 through 26, even sizes only.

Item 2. Men's Gabardine Trousers #2600

Fabric	Visa® System 3 fabric from Millken and Company, Style 707470, 100% Dacron® polyester. Two ply warp and filling, 10.5-11 oz. per linear yard, 2x1, gabardine weave.
Pocketing and Lining	All pocketing shall be black, 75% polyester/25% cotton with a minimum thread count of 90x56. The weight shall be 3.0 yds/lb.
Design	Shall be made on a uniform pattern, having a plain front with quarter top pockets and two back pockets.

Pockets	The front pocket opening will be a minimum 6-1/2" and be 6" deep from the bottom of the opening. They shall be stitched, turned, and re-stitched. The inside front pocket facing shall be a separate piece of self material finishing no less 1-1/4" wide. The back pockets will have a minimum opening of 5-1/2" and 6" deep. Sizes 29 and smaller will have a 5" opening. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. The left pocket shall have a tab to button. The front pockets shall each have a straight bartack and each back pocket shall be bartacked with a triangular bartack. All front pockets shall be reinforced with a double layer of pocketing material.
Waistband	The waistband shall be 2" wide and shall be closed with a crush-proff hook and eye. The Waistband curtain, attached with a rocap machine, shall have Snugtex and have Perfection fit stretch on the bottom. Ban-Rol waistband stiffener, 3/4" in width, shall be swen into the waistband on the front of the trouser from side seam to side seam. The full length of the waistband is fused with Pellon. The trousers are to be made with a continous closed waistband. The waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain.
Belt Loops	There shall be a minimum of five (5) belt loops on waist sizes 30 and down, seven (7) belt loops on waist sizes 31-48, and a minimum of nine (9) on sizes 50 and larger. Each loop is to be 3/4" wide, of double thickness, and stitiched on the face side with a two needle machine. Except for the center back loop which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rocap. They shall accommodate a 1-5/8" belt.
Zipper and Fly	The trousers shall be closed with YKK brass zipper which has a brass bottom stop at the base of the zipper chain and a brass ratcheting cam lock slider. The inside left fly will be reinforced with Pellon under the zipper stitching. A straight bartack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.
Inside Trim	The right fly and crotch linings shall be the same fabric and color as the waistband curtain. The right fly lining shall be sewn to the left fly below the zipper. The crotch lining shall be serged to each front. A one piece French fly made of theouter fabric shall be sewn to the inside right fly. A separate sewn on French fly will not be acceptable.
Seaming	The entire trouser is to be seamed with polyester core thread. The seat seam shall be stitched with a tandem needle seat seaming machine. All exposed inside seams of the trouser are to serged.
Finishing and Pressing	All loose threads shall be removed. Trousers shall be pressed on Hothead presses and properly shaped, with the inseams, outseams, and seat seam pressed open. There must be a Texpak clip attached to the top fly of the finished trousers.
Size Tag	Trousers shall be labeled with the following information: lot number, size, fiber content, and care instructions.

Finishing and Pressing	All loose threads shall be removed. Trousers must be pressed completely and properly with the side seam, inseam, and seat seam pressed open. There must be a Texpak clip attached to the top fly of the finished trousers.
Sizes	The trousers shall be unhemmed and be available in a regular rise length in waist sizes 28 through 60. Odd waist sizes shall be available through size 37.

Item 3. Women's Long Sleeve Shirt – Zipper Front L2000

Fabric	Visa® fabric from Milliken & Company, Style #707430, 100% Dacron® polyester, texturized woven. Weight 7.25 oz. per yard. Tropical weave, single warp, 2 ply filling.
Creasing	Pockets, pocket flaps, and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back.
Front	The right front shall have a self fabric center pleat 1-1/2" wide with a 2-3/4" turnback extending from collar to bottom of shirt. It shall have two rows of stitching 7/8" apart. The center pleat to be lined with 100% polyester, 250 denier. The right front shall have six buttonholes 3/4" from edge, 3-1/2" apart. The left front to have an approximate 2-3/4" turnback extending from collar to bottom of shirt. Buttons to be strongly attached through two thickness of material forming left front. They shall correspond to each buttonhole. The right front shall button over left front. Center placket shall be a two piece construction.
Zipper	All shirts must have a 14" nylon separating zipper
Emblems	Vendor shall provide and sew Jefferson County Sheriff's Office emblems on each shoulder.
Collar	To be die cut. Convertible collar is to measure approximately 3" in length at points and top stitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Permanent collar stays of proper length are to be sewn inside the collar so that no stitches are made through the bottom leaf. All shirts to have satin lining in neck area.
Yoke	Two piece yoke of self goods. 1/16" topstitch. Shirt without the back yoke top stitch will not be accepted.
Sleeves	Each sleeve shall have one piece pointed placket with one button placed on the sleeve placket approximately 2-1/2" above the top of the cuff. Sleeve setting and closing shall be done with an overedge and safety stitch. Cuffs shall close with one buttonhole and 2 buttons for adjustable fit. They shall be 2-7/8" wide and have 1/4" topstitching on edge. Cuffs to be lined with woven, unbleached 100% cotton interlining.

Pockets	Two breast pockets finishing 5-1/4" wide and 5-1/2" long to have mitered corners. Both pockets to have a 1-3/8" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1-1/4" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap.
Flaps	To be die cut, creased and scalloped, finishing 5-1/2" in width, 2-1/2" in length at the center and 2-1/4" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-1/4" in width. Vecro 3/8" and 1" long to be placed on edges of each flap to secure Velcro placed on pockets. Flaps to be lined with crease "n" tack interlining.
Badge Tab	Inside sling type of self-goods approxiamatley 1" wide to extend from joining seam to pocket of left front. To have two small uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down at the bottom.
Shoulder Straps	To be sewn into sleeve head seam and measure approximately 2-1/4" tapering to 1-1/2" with end pointed. Straps to be set approximately 1" from the collar seam. They shall be box stitched shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creases and lines with crease 'n' tack.
Sizes	All shirts must be available in exact even bust sizes. Combination sizes are not be acceptable.
Buttons	To be a melamine button dyed to match the fabric color, 20 ligne.
Metal Button Feature	Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. Six front buttons to be 22 ligne.
Packing	Shirts shall be individually polybagged.

Item 4. Women's Short Sleeve Shirt – Zipper Front #L3300

Fabric	Visa® System 3 fabric from Milliken and Company, Style #707430, 100% Dacron® polyester, texturized woven. Weight 7.25 oz per yard. Single warp, 2 ply filling.
Creasing	Pockets, pocket flaps, ad shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back.

Front	The right front shall have a self fabric center pleat 1-1/2" wide with a 2-3/4" turnback extending from collar to bottom of shirt. It shall have two rows of stitching 7/8" apart. The center pleat to be lined with 100% polyester 250 denier. The right front shall have six buttonholes 3/4" from edge, 3-1/2" apart. The left front to have an approximate 2-3/4" turnback extending from collar to bottom of shirt. Buttons to be strongly attached through two thicknesses of material forming left front. They shall correspond to each buttonhole. The right front shall button over the left front. Center placket shall be a two piece construction.
Zipper	All shirts must have a front closure with a 14" nylon separating zipper.
Emblems	Vendor shall provide and sew Jefferson County Sheriff's Office emblems on each shoulder.
Collar	To be die cut. Convertible collar is to measure approximately 3" in length at points and top stitched 1/4" from edge. The interlinings are to 100% Polyester, 250 Denier. Permanent collar stays of proper length are to be swen inside the collwr so that no stitches are made through the bottom leaf. All shirts to have stain lining in neck area.
Yoke	Two piece yoke of self goods. 1/16" topstitch.
Sleeves	Sleeves are to be one piece, have a 7/8" hem and finish approximately 8" long from the shoulder seam. Sleeve setting and closing shall be done with an over-edge and safety stitch. The sleeves shall be bartacked at the hem.
Pockets	Two breast pockets finishing 5-1/4" wide and 5-1/2" long to have mitered corners. Both pockets to have a 1-3/8" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1-1/4" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap.
Flaps	To be die cut, creased and scalloped, finishing 5-1/2" in width, 2-1/2" in length at the center and 2-1/4" at each side. Flaps to be placed 1/4" above the top pof each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-1/4" in width. Velcro 3/8" wide and 1" long to be placed on edges of each flap to secure Velcro placed on pockets. Flaps to belined with crease 'n' tack interlining.
Badge Tab	Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small uncut buttonholes 1-1/4" apt with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down at the bottom.
Shoulder Straps	To be sewn into sleeve head seam and measure approximately 2-1/4" with end pointed. Straps to be set approximately 1" from the collar seam. They shall be box stitched shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease 'n' tack.
Sizes	All shirts must be available in exact even bust sizes. Combination sizes will not be acceptable.

Buttons	Buttons shall be of melamine dyed to match the fabric color, 20 ligne.
Metal Button Feature	Navy Blue shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. Six front button to be 22 ligne.
Packing	Shirts shall be individually polybagged.

Item 5. Men's Long Sleeve Shirt – Zipper Front #2000, 2040

Fabric	Visa® System 3 fabric from Milliken and Company. Style #707430, 100% Dacron® polyester, texturized woven. Weight 7.25 oz.per yard, single warp, 2 ply filling.
Creasing	Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permasanent military creases in front and three in back.
Front	To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have two rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester, 250 Denier. A self-lined buttonstand 7/8" wide shall be placed on the right side and extend from collar band to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction.
Zipper	The front shall close with a 14-inch separating nylon zipper.
Emblems	Vendor shall provide and sew Jefferson County Sheriff's Office emblems on each shoulder.
Collar	To be die cut. The back of the stand is to measure 1-1/2". The points are to be 3-1/4" in length and top stitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Collar band to be lined with crease 'n' tack interlining. Peranent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. The stand shall fasten with one button. All shirts to have satin lining in neck area.
Yoke	Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. 1/16" topstitch. Shirts with no top stitched back yoke will not be acceptable.
Sleeves	Each sleeve shall have one piece pointed placket 1-1-1/4" wide both top and bottom, with one button placed on the placket approximately 2-1/4" above the top of the cuff. Sleeve setting and closing shall be done with an overedge and safety stitch. Cuffs to close with two buttons and buttonholes, be 2-7/8" wide and have 1/4" topstitching on the edge. They shall be lined with woven, unbleached 100% Cotton interlining.
Pockets	Two br5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1-3/8" wide Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap.

Flaps	Flaps shall be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secure with bartacks on each side of the opening. Velcro 3/4" square to be placed on the edge of each flap. Flaps to be lined with crease 'n' tack interlining.
Badge Tab	Badge tabs shall be inside sling type of self-goods approximately 1" wide, extend from joining seam to pocket of left front, and shall have two small, uncut buttonholes 1 1/4" apart with the lower buttonhole approximately 1" above the flap. The sling shall be turned and stitched and sewn down in the bottom
Shoulder Straps	Shoulder straps shall be sewn into sleeve head seam and measure approximately 2 1/4" tapering to 1 1/2" with end pointed. Straps shall be set approximately 1" from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps shall be die cut, creased and lined with crease 'n' tack.
Sizes	Shirts shall be available as a stock item sized with exact neck size and exact sleeve length. Any combination neck size or sleeve lengths are not acceptable.
Buttons	Buttons shall be of melamine dyed to match the fabric color, 20 ligne.
Metal Button Feature	Navy shirts shall be made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1 1/2" turnback. The six front buttons shall be 22 ligne.
Packing	Shirts shall be individually polybagged.

Item 6. Men's Short Sleeve Shirt – Zipper Front 3340

Fabric	Visa System 3® fabric from Milliken and Company, Style #707430, 100% Dacron® polyester, texturized woven, Weight 7.25 ounce per yard. Single warp, 2 ply filling.
Creasing	Pockets, pocket flaps, collar band and shoulder straps shall be die creased to give uniform shape and size, and shall have two sewn in permanent military creases in front and three in back.
Front	The front shall have a self fabric center pleat 1 1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat shall be lined with 100% polyester, 250 denier. Right front shall have an approximate 3" turnback extending from collar to bottom of shirt. There shall be six front buttons and one collar button. The center placket shall be a two piece construction.
Zipper	The front shall close with a 14-inch separating nylon zipper.

Emblems	Vendor shall provide and sew Jefferson County Sheriff's Office emblems on each shoulder.
Collar	Collars shall be die cut. Convertible collar shall measure 3¼" long at points and shall be topstitched ¼" from edge. The interlinings shall be 100% polyester, 250 denier. Permanent collar stays of proper length shall be sewn inside collar so that no stitches are made through the bottom leaf. All shirts shall have satin linings.
Yoke	Two piece yoke of self goods shall measure approximately 2¾" at bottom center of band and 2½" at outside edge of yoke. Yoke shall have a 1/16" topstitch. Shirts with no top stitched back yoke will not be accepted.
Sleeves	Sleeves shall be one piece, have a 7/8" hem and finish 9½" to 9¾" long from the shoulder seam. Sleeve setting and closing shall be done with an over-edge and safety stitch. The sleeve shall be bartacked at the hem.
Pockets	Shirts shall have two breast pockets finishing 5-3/8" wide and 5¾" long to have mitered corners. Each pocket shall have a 1½" box pleat stitched top and bottom to prevent spreading. Left pocket shall have a sewn-through pencil opening 1-3/8" wide. Velcro 5/8" wide and 5/8" long shall be placed on each pocket to secure the Velcro placed on each flap.
Flaps	Flaps shall be die cut, creased and scalloped, finishing 5¾" in width, 2¾" in length at the center and 2½" at each side. Flaps shall be placed ¼" above the top of each pocket and have one centered buttonhole with button. The left flap shall have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro ¾" square shall be placed on edges of each flap. Flaps shall be lined with crease 'n' tack interlining.
Badge Tab	Badge tabs shall be inside sling type of self goods approximately 1" wide, extending from joining seam to pocket of left front. Tabs shall have two small, uncut buttonholes 1¼" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down on the bottom.
Shoulder Straps	Shoulder straps shall be sewn into sleeve head seam and measure approximately 2¼" tapering to 1½" with end pointed. Straps shall end approximately ½" from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease 'n' tack.
Sizes	All shirts must be available in exact neck sizes, in neck sizes 16 through 18½. Alpha. "Talls" shall be available as an "in-stock" item.
Buttons	Buttons shall be of melamine dyed to match the fabric color, 20 ligne.
Metal Button Feature	Dark Navy shirts shall be made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts shall have an approximate 1½" turnback. Six front buttons shall be 22 ligne.
Packing	Shirts shall be individually polybagged.

Item 7. Jacket

<p>Fabric</p>	<p>Outershell: Consoltex® Majestic Supplex Brite, plainweave, DWR finish from DuPont®, 100% Tactel® nylon from DuPont®, 3.5 oz. - 4.0 oz./sq. yd. Color: Navy.</p> <p>Yarns: Warp 70 denier, 34 filament, singly ply, weft 140 denier, 102 filament, two ply.</p> <p>Thread Count: 108 x 72.</p> <p>Permanent Lining: 104 x 86 thread count, 70 denier nylon taffeta</p> <p>Zip-out Lining Insulation: Thinsulate® by 3M, quilted, 200 gram body with 100 gram sleeve</p> <p>Zip-out Lining Shell Cloth: 100% nylon taffeta, thread count 104 x 86</p>
<p>Design</p>	<p>The jacket shall be a full cut, waist length model with two zipper front, Thinsulate zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction shall be used throughout, with body and sleeves being fully lined.</p>
<p>Body Detail</p>	<p>The front shall be plain with patch pockets, flaps, and badge tab. The inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining, which extends to the front edge of the jacket. There shall be a one-piece back designed with the Articulated Gusset for full freedom of movement. There shall be a separate 2½" shirred waistband with 2½" heavy duty elastic. The entire waistband shall be shirred with the exception of an area 5¾" on either side of the front opening. There shall be side zipper entry on both side seams, approximately 11" in length and secured by a nylon zipper and snap closure. The shoulders shall have pads. A self goods reinforcement strip, approximately 3", shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side.</p>
<p>Inside Detail</p>	<p>On the left side of the coat, there shall be a gun pocket installed on the permanent lining to accept a small frame hand gun. The gun pocket shall have a minimum opening of 4½" and be a minimum of 6" deep. The gun pocket shall be furnished with a strap and snap closure. Bartacks shall reinforce the opening. There shall be two cut-in pockets on the left and right sides measuring approximately 5¼" wide and 6" deep. There shall be a strap and snap on the lining of each sleeve end for attaching the zip-in liner.</p>
<p>Sleeves</p>	<p>The sleeves shall be one piece set in with a single needle machine. The bottom of the sleeve shall have Velcro and elastic for adjustable fit. The cuff itself should measure 1-7/8" in width.</p>
<p>Pockets</p>	<p>There shall be two patch pockets with 1½" box pleats, finishing approximately 6½" wide and 7-3/8" deep. Flaps shall be scalloped and self-lined, measuring 6¾" wide and 3-3/8" long at the center and 3" long at each end. They shall close with Velcro on the side points with a centered buttonhole. The pockets shall be lined with pocketing material with an opening of approximately 5½" on the side. The left patch pocket is to have a 1½" pencil opening at the top of the flap. Both the pockets and the flaps are to be bartacked.</p>

Collar	The standup collar shall be made using self material and shall be interlined with Pellon. There shall be an option of a detachable hood and fur collar using Orlon pile. This collar and hood are to be attached to the permanent collar with buttons.
Epaulets	The epaulets shall be made of self goods. They shall be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck.
Badge Tab	The badge tab shall be made of the outer fabric lined with pocketing fabric, and shall measure 2" tall by 1" wide. The first eyelet is ½" down from the top finished edge and the second is ½" up from the bottom finished edge. The eyelets are spaced 1" apart from center to center. The badge tab shall be centered 2½" above the left flap pocket.
Zippers	There shall be a YKK #5, two-way molded nylon zipper in the front and an 11" nylon zipper on each side vent.
Buttons and Snaps	The pocket flaps and epaulets shall be secured with 24 ligne metal buttons. The front fly and size zipper tabs shall be secured by high impact, non-reflective, non-glare, scratch resistant snaps.
Thread	All sewing is to be done with polyester core thread or 100% spun polyester thread.
Size Tag & Care Instructions	Each jacket shall have a sewn-in woven size label. There shall also be a printed label with care instructions. Each coat shall be marked with lot number, size, fiber content and WPL number.
Warranty	Garments shall have a one year warranty against workmanship or fabric defects.
Emblems	Jefferson County Sheriff Department emblems are to be sewn on both shoulders. Emblems are to be included in the price of the shirt.

Item 8. Polo Shirts

Description	Navy Polo Shirts with Sheriff's logo on left chest.
Sizes	S through XXL and larger.

Item 9. Horace Small Sentry™ Windbreakers

Description	Windbreaker #HS3326.
Blend	80% polyester / 20% cotton.
Fabric	Popline weave outershell.
Finish	Durable water repellent.

Care:	Home wash.
Liner:	Zip-out Hollofil® liner.
Waistband	Elastic Back Bottom Edge.
Closure	Two-way zipper.
Pockets	Two pleated patched pockets and flaps with button-through closure; two hand-warmer side panel pockets.
Cuffs	Two button adjustable cuff.
Other	Articulated gusset design for a full range of arm movements; inside pocket; no special orders.

Item 10. Name Badges

Description	Blackenton customized name bar #J2, polished finish with black lettering.
Size	3" x 5/8"

Item 11. Raincoats

Description	Neese #447RSC311 Reversible Raincoat. Length 48"; black-orange with detachable hood; Sheriff logo screen-printed on back.
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Item 12. Belts

Description	Belts are to be 1½" wide, with a detachable buckle with two snaps, two ½" loops for the belt tongue on the inside of the belt, with head on the outside of the belt.
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BID SUBMITTAL CHECKLIST

Items checked below represent components comprising this bid package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Bidder's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet –**
- 2. **Table of Contents**
- 3. **Offer and Acceptance Form**
- 4. **General Requirements**
You should be familiar with all of the General Requirements.
- 5. **Special Requirements/Instructions**
Provides information you must know in order to make an offer properly.
- 6. **Specifications**
Contains the detailed description of the product/service sought by the County.
- 7. **Bid Form**
Used to solicit exact pricing of goods/services and delivery costs.
- 8. **Attachments**
 - a. **Bid Guaranty & Performance Bond Information & Requirements**
Applies only to certain bids/proposals. Read carefully and fill out completely.
 - b. **Bid Check Return Authorization Form**
Applies only to certain forms. Read carefully and fill out completely.
 - c. **Vehicle Delivery Instructions**
Included only when purchasing vehicles.
 - d. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - e. **Workers' Compensation Insurance Coverage Rule 110.110**
Applicable for a building or construction contract.
 - f. **Financial Statement**
When this information is required, you must use this form.
 - g. **Reference Sheet**
 - h. **Other** - From time to time other attachments may be included.
 - i. **Signature Page**
 - j. **Conflict of Interest**
 - k. **Good Faith Effort**
 - l. **Notice of Intent (HUB)**
 - m. **Declaration Form (HUB)**
 - n. **Residence Certification/Tax Form**
 - o. **Bid Affidavit**

BIDDER MUST RETURN THIS PAGE WITH BID

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____	For clarification of this offer, contact:
Company Name	
_____	_____
Address	Name
_____	_____
City State Zip	Phone Fax
_____	_____
Signature of Person Authorized to Sign	E-mail

Printed Name	

Title	

BIDDER MUST RETURN THIS PAGE WITH BID

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Law Enforcement Uniforms for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 08-052/DC. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Ronald L. Walker
County Judge

Date

Carolyn L. Guidry
County Clerk

Approved as to Form by:

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BID FORM

Item	Description	Manufacturer	Style No.	Unit Price	Total Price
1	Women's Trousers – Sizes 4-26, even sizes only			\$	\$
2	Men's Trousers – Sizes 28-60 (even); through 37 (odd)			\$	\$
3	Women's Long Sleeve Shirt – Exact Even Bust Sizes			\$	\$
4	Women's Short Sleeve Shirt – Exact Even Bust Sizes			\$	\$
5	Men's Long Sleeve Shirt – Exact Neck and Sleeve Sizes			\$	\$
6	Men's Short Sleeve Shirt – Exact Neck and Sleeve Sizes			\$	\$
7	Jacket – Regular Sizes			\$	\$
8	Polo Shirt			\$	\$
9	Windbreaker			\$	\$
10	Name Badges				
11	Raincoat			\$	\$
12	Belt – Regular Sizes			\$	\$

Vendor shall comply with 15-day delivery: Yes No

BIDDER MUST RETURN THIS PAGE WITH BID

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____

Date Received _____

BIDDER MUST RETURN THIS PAGE WITH BID

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 BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

BIDDER MUST RETURN THIS PAGE WITH BID

SIGNATURE PAGE

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

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

The undersigned agrees, if this bid 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 Invitation for Bid, Conditions of Bidding, 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 bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder 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 bid or not to bid thereon.

_____	_____
Bidder (Entity Name)	Signature
_____	_____
Street & Mailing Address	Print Name
_____	_____
City, State & Zip	Date Signed
_____	_____
Telephone Number	Fax Number

E-mail Address	

BIDDER MUST RETURN THIS PAGE WITH OFFER

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center; font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

BIDDER MUST RETURN THIS PAGE WITH BID

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

BIDDER MUST RETURN THIS PAGE WITH BID

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.

BIDDER MUST RETURN THIS PAGE WITH BID

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 _____, 2006.

Notary Public in and for
the State of _____

BIDDER MUST RETURN THIS PAGE WITH BID