

SPECIAL, 7/23/2013 1:30:00 PM

BE IT REMEMBERED that on July 23, 2013, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

When the following proceedings were had and orders made, to-wit:

Notice of Meeting and Agenda and Minutes
July 23, 2013

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
July 23, 2013**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **23rd** day of **July 2013** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

INVOCATION: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two

PURCHASING:

1. Consider and approve specifications for Invitation for Bid, (IFB 13-016/JW), Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 10 - 46

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

2. Receive and file bid for (IFB 13-009/KJS), On Call Court Reporting and Transcription.

SEE ATTACHMENTS ON PAGES 47 - 49

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

3. Receive and file bids for (IFB 13-010/KJS), Automobile Rental Concessions at the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 50 - 95

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

4. Receive and file bid for (IFB 13-012/KJS), Jefferson County Drainage District No. 7 Ditch Rehabilitation Main B Diversion.

SEE ATTACHMENTS ON PAGES 96 - 109

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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5. Consider and approve, execute, receive and file a renewal for (IFB 10-039/KJS), Term Contract for Trash Container Service for Jefferson County with Waste Management for a third additional (1) one year renewal from July 24, 2013 to July 23, 2014. Proposed price increases shown on Attachment A are to become effective August 1, 2013.

SEE ATTACHMENTS ON PAGES 110 - 112

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

6. Consider and approve, execute, receive and file a renewal for (IFB 10-044/KJS), Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief for a third additional (1) one year renewal from July 31, 2013 to July 30, 2014.

SEE ATTACHMENTS ON PAGES 113 - 113

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

7. Consider and approve, execute, receive and file an Agreement with Vista Solutions Group and Jefferson County(MIS) for Beta License for a five (5) year period beginning on July 23, 2013. Fee is calculated at a cost of \$1.00 per year and at the end of the five year period both parties will determine a fair price for a full county-wide implementation.

SEE ATTACHMENTS ON PAGES 114 - 117

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COMMISSIONERS COURT:

8. Consider, possibly approve and authorize the Jefferson County Judge to execute a lease between Jefferson County, Texas and the City of Beaumont, Texas for the L.L. Melton Property.

SEE ATTACHMENTS ON PAGES 118 - 120

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

9. Receive and file Certificate of Completion for Commissioner Everette Alfred. Commissioner Alfred attended a 1-hour training session regarding the Texas Open Meetings Act.

SEE ATTACHMENTS ON PAGES 121 - 122

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

10. Consider and approve Interlocal Agreement between the City of Port Arthur and Jefferson County for the repaving of Knauth Road.

SEE ATTACHMENTS ON PAGES 123 - 127

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

11. Receive and file executed Texas General Land Office CEPRA contract amendment for contract No.11-239-000-4825, contract award No 1516.

SEE ATTACHMENTS ON PAGES 128 - 130

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
July 23, 2013

COUNTY AUDITOR:

12. Consider and approve budget amendment - Road & Bridge, Precinct 4 - replacement of computer.

114-0409-431-6002	COMPUTER EQUIPMENT	\$1,450.00	
116-0609-452-3084	MINOR EQUIPMENT		\$1,450.00

SEE ATTACHMENTS ON PAGES 131 - 131

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

13. Consider and approve budget transfer - County Judge - replacement of computer.

120-1015-413-6002	COMPUTER EQUIPMENT	\$1,600.00	
120-1015-413-5077	CONTRACTUAL SERVICE		\$1,600.00

SEE ATTACHMENTS ON PAGES 132 - 132

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

14. Consider and approve budget amendment - General Services - additional cost for termination allowance.

120-1024-419-1099	TERMINATION ALLOWANCE	\$100,000.00	
120-1024-419-2002	EMPLOYEES' RETIREMENT	\$25,000.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$6,872.00
110-2027-412-5055	PETIT JURORS		\$85,000.00
120-1024-419-5077	CONTRACTUAL SERVICE		\$33,128.00

SEE ATTACHMENTS ON PAGES 133 - 133

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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15. Consider and approve budget transfer - 58th District Court - replacement of security monitor and camera.

120-2033-412-3084	MINOR EQUIPMENT	\$2,342.00	
120-2033-412-5062	TRAVEL EXPENSE		\$1,298.00
120-2033-412-5021	DUES/SUBSCRIPTIONS		\$932.00
120-2033-412-4052	POSTAGE		\$112.00

SEE ATTACHMENTS ON PAGES 134 - 135

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

16. Consider and approve budget transfer -Veterans' Services - additional cost for postage.

120-8096-419-4052	POSTAGE	\$200.00	
120-8096-419-1005	EXTRA HELP		\$200.00

SEE ATTACHMENTS ON PAGES 136 - 136

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

17. Consider and approve budget transfer - Airport - additional cost.

510-7091-463-1099	TERMINATION ALLOWANCE	\$12,800.00	
510-7091-463-2005	UNEMPLOYMENT COMPENSATION	\$6,820.00	
510-7091-463-5040	LIABILITY INSURANCE	\$21,960.00	
510-7091-463-5053	RENT-EQUIPMENT	\$390.00	
510-7091-463-4056	ELECTRICITY		\$41,970.00

SEE ATTACHMENTS ON PAGES 137 - 137

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

18. Regular County Bills - check #382615 through check #382883.

SEE ATTACHMENTS ON PAGES 138 - 146

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY CLERK:

19. Conduct a public hearing to solicit comments from the public on a proposed plan to implement a Countywide Polling Place Program for the November 5, 2013, Joint Election pursuant to Election Code 43.007.

Public Hearing Speakers: Sehila Sachitano, Glenda McCray, Michael Therrien, Bradford Wills, and Beverly Hatcher

Action: NONE

20. Consider and possibly approve, execute, receive and file an application to the Secretary of State of Texas for Jefferson County's participation in the Countywide Polling Place Program for the November 5, 2013, Joint Election.

SEE ATTACHMENTS ON PAGES 147 - 148

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

HUMAN RESOURCES:

21. Consider and possibly approve the hiring of Carlette Sullivan as the Jefferson County Public Health Pharmacist at the budgeted amount of \$109,751 for fiscal year 2013 (109% of the salary range).

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

SHERIFF'S DEPARTMENT:

22. Receive and file executed Inter-local Agreement between Jefferson County and the cities of Beaumont and Port Arthur on asset sharing of the 2013 Byrne Justice Assistance Grant (JAG) Program Award.

SEE ATTACHMENTS ON PAGES 149 - 151

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

DISTRICT ATTORNEY:

23. Announcement of an executive (closed) session as authorized by Government Code Section § 551.071 to consult with the County Attorney on issues related to jail fees.

Action: NONE

Other Business:

Receive reports from Elected Officials and staff on matters of community interest without taking action.

*****DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA WITHOUT TAKING ACTION.**

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Invitation for Bids

July 29, 2013

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 13-016/JW, Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services 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 Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County
BID NO:	IFB 13-016/JW
DUE DATE/TIME:	11:00 AM, August 27, 2013
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist 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.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: The Beaumont Enterprise – July 31 and August 7, 2013
The Port Arthur News – July 31 and August 7, 2013

IFB 13-016/JW
Term Contract for Disaster and Emergency Repair, Service,
and Installation of Electrical Services for Jefferson County
Bids due: 11:00 am, August 27, 2013

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Bidder is responsible for returning all required pages (marked as "X" above) with the bid.

Additionally, bidder must monitor the purchasing web site (<http://www.co.jefferson.tx.us/purchasing/main.htm>) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a bid being declared as non-responsive.

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 Department
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. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

3. County Holidays – 2013

January 1	Tuesday	New Year's Day
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
March 29	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veterans Day
November 28-29	Thursday-Friday	Thanksgiving
December 25-26	Wednesday-Thursday	Christmas

4. 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.

5. 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.

6. 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.

7. 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. Jefferson 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.

8. 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.

9. 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.

10. 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.

11. 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 Department.

12. 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.

13. 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.

14. 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.

15. 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.

16. Currency

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

17. 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.

18. Notice to Proceed/Purchase Order

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

19. 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.

20. Definitions

"County" – Jefferson County, Texas.

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

21. 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 distributed 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 for an initial one (1) year, with up to four (4) additional one-year renewal options.**

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 becomes 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).

Original invoices shall be mailed to:

Jefferson County Auditor's Office
1149 Pearl St., 7th Floor
Beaumont, TX 77701

Faxed, e-mailed, or copies of invoices shall not be accepted.

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 (including any and all subcontractors as defined in Section 7.1.3 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.

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	\$1,000,000.00
Excess Liability	\$1,000,000.00
Property Insurance	Improvements & Betterments
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 supersede General Requirements where applicable. Contact Jamey West, (e-mail: jwest@co.jefferson.tx.us, Phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 13-016/JW.

Scope of Services

- Furnish all labor and materials to install, service, or repair all Electrical Systems as required upon proper authorization by a representative of Jefferson County. Emergency service to be available on a twenty-four (24) hour, seven-day-a week basis and provided within two (2) hours after notification by authorized Jefferson county Personnel.

Contractor shall be responsible for the following:

- Furnish all labor, material and/or equipment necessary to repair, service, or install electrical systems.
- Provide emergency service as requested.
- Provide disaster relief during mandatory/voluntary county evacuation as requested.
- Give owner equal or preferential service over all other types of service normally undertaken by a contractor.
- Provide inspection service as requested and provide owner with a completed copy of the inspection report indicating what repairs, if any, are necessary resulting from each inspection.

Jefferson County shall be responsible for the following:

- Notify Contractor when repairs, service or installation is needed.
- Permit contractor's personnel the use of owner's common building maintenance tools, such as ladders, etc.

Detail

- This agreement shall include calls made during normal working hours, between 7:30 AM and 4:30 PM, Monday through Friday, weekends and holidays expected. (The hourly rate as stated in the bid should include travel to and from the job.) Emergency services (including disaster relief during mandatory/voluntary county evacuation) will be available at other times at additional overtime cost to be stated by bidder in his proposal.
- Contract Term: **Contract shall commence on date of award for an initial one (1) year, with up to four (4) additional one-year renewal options.**
- Bidder, upon two hours of notification, must be able to supply a minimum of two electricians, when required, skilled in the repair, service and installation of electrical systems.
- Electricians must possess current licensing. **Please submit copy/copies of your current license(s) as electrical contractor(s) in the State of Texas with your bid.**
- Bidder is to be able to supply at fixed hourly rates equipment such as hydraulic lifts, winch, truck and pole line truck.

Offer to Contract

TERM CONTRACT FOR DISASTER AND EMERGENCY REPAIR, SERVICE, AND INSTALLATION OF ELECTRICAL SERVICES FOR JEFFERSON COUNTY

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:

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

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR DISASTER AND EMERGENCY REPAIR, SERVICE, AND INSTALLATION OF ELECTRICAL SERVICES FOR JEFFERSON COUNTY

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. Contract Term: Contract shall commence on date of award for an initial one (1) year, with up to four (4) additional one-year renewal options.

This contract shall henceforth be referred to as Contract No. 13-016/JW, Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County. 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:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

BIDDER MUST RETURN THIS PAGE WITH OFFER

IFB 13-016/JW,
Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical
Services for Jefferson County

Bid Form

Item	Description	\$ Per Hour
1.	Labor Charge per hour for an electrician during working hours (Monday through Friday, 7:30 AM to 5:00 PM)	
2.	Labor charge per hour for an apprentice electrician accompanying an electrician during working hours (Monday through Friday- 7:30 AM to 5:00 PM)	
3.	Labor charge per hour for an apprentice electrician for emergency service on weekdays and Saturdays (5:00 PM to 7:30 AM Monday through Friday and all day Saturday)	
4.	Labor charge per hour for an apprentice electrician accompanying an electrician on weekdays and Saturdays (5:00 PM to 7:30 AM Monday through Friday and all day Saturday)	
5.	Labor charge per hour for an electrician for emergency service on Sundays and Holidays	
6.	Labor charge per hour for an apprentice electrician accompanying an electrician for emergency service on Sundays and Holidays	
7.	Labor charge per hour for an electrician for emergency service with disaster relief during mandatory/voluntary county evacuation (Monday through Friday- 7:30 AM to 5:00 PM)	
8.	Labor charge per hour for an electrician for emergency service with disaster relief during mandatory/voluntary county evacuation (5:00 PM to 7:30 AM Monday through Friday and all day Saturday).	
9.	Labor charge per hour for an electrician for emergency service with disaster relief during mandatory/voluntary county on Sundays and Holidays.	
10.	Labor charge per hour for an for apprentice electrician accompanying an electrician for emergency service with disaster relief during mandatory/voluntary county evacuation (Monday through Friday- 7:30 AM to 5:00 PM)	
11.	Labor charge per hour for apprentice electrician accompanying an electrician for emergency service with disaster relief during mandatory/voluntary county evacuation (5:00 PM to 7:30 AM Monday through Friday and all day Saturday).	
12.	Labor charge per hour for apprentice electrician accompanying an electrician for emergency service with disaster relief during mandatory/voluntary county evacuation Sundays and Holidays.	
13.	Hourly rates for hydraulic lifts	

BIDDER MUST RETURN THIS PAGE WITH OFFER

IFB 13-016/JW,

Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County

Bid Form (Continued)

14.	Hourly rates for winch trucks	
15.	Hourly rates for pole line trucks	

16. Materials, supplies, and/or equipment furnished by contractor shall be billed at cost plus _____% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.

17. Rental equipment furnished by contractor, with prior approval of the County, to be billed at cost plus _____% markup

18. Contract fee for permitting \$ _____ per \$100 value.

19. Supply qualified electrician to assist Jefferson County personnel. \$ _____

Copy/Copies of current license(s) as electrical contractor(s) in the State of Texas are included with this bid. ☐ Yes ☐ No

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

BIDDER MUST 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 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 OFFER

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="margin-left: 40px;">(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 OFFER

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 OFFER

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

This information must be submitted with your bid.

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 . . .

- | | | |
|------------------------------|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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 contract within the Prime Contractor/Consultant's organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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

BIDDER MUST RETURN THIS PAGE WITH OFFER

NOTICE OF INTENT (NOI)
TO SUBCONTRACT WITH
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

This information must be submitted with your bid.

Instructions for Prime Contractor/Consultant: Please submit the form to the Purchasing Agent's Representative 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: p Yes p 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.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

This information must be submitted with your bid.

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.

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR 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:

BIDDER MUST RETURN THIS PAGE WITH OFFER

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

☐ 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

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:

Page 33 of 33

**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:

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: _____

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:

BIDDER MUST 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.

BIDDER MUST 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: _____

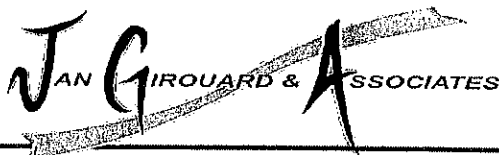
SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 2013.

Notary Public in and for
the State of _____

BIDDER MUST RETURN THIS PAGE WITH OFFER



Court Reporting Services • 550 Fannin, Suite 108 • Beaumont, Texas 77701
Email jga@jangirouard.com • Fax 409.832.1422 • Phone 409.832.2721
www.JanGirouard.com • Toll free 1.866.832.2721

June 26, 2013

Jefferson County Purchasing Department
Ms. Deborah Clark
1149 Pearl Street
Beaumont, Texas 77701

Re: ON CALL COURT REPORTING AND TRANSCRIPTION BID

Dear Ms. Clark:

Thank you for expressing an interest in our court reporting services. Our half day rate to sub in court is \$200.00 and a full day is \$300.00. If a transcript is ordered there are additional page rates and binding fees. Please see the attached JGA rate sheet.

Jan Girouard & Associates is a full service court reporting and records firm that can handle all of your needs. We are proud to say that JGA is **LOCALLY OWNED AND OPERATED since 1987.**

If you should have any questions or would like to visit with us, please do not hesitate to contact my office. We look forward to working with you in the near future.

Thank you.

Very truly yours,

JAN GIROUARD & ASSOCIATES

Melissa Girouard

lah

Court Reporting Services • 550 Fannin, Suite 108 • Beaumont, Texas 77701
 Email jga@jangirouard.com • Fax 409.832.1422 • Phone 409.832.2721
 www.JanGirouard.com • Toll free 1.866.832.2721

JGA DEPOSITION RATES

		O+1/per page	Copy cost/per page
REGULAR	Regular Rate Charge	\$4.50	\$1.50
	Semi Technical Rate Charge	\$5.00	\$1.67
	Technical Rate Charge	\$5.25	\$1.75
RUSH/REGULAR	24 Hour	\$9.00	\$3.00
	2 Day	\$7.43	\$2.48
	3 Day	\$6.98	\$2.33
	4 Day	\$6.53	\$2.18
	5-7 Day	\$4.95	\$1.65
VIDEO	Regular	\$4.75	\$1.58
	Semi Technical	\$5.25	\$1.75
	Technical	\$5.50	\$1.83
VIDEO RUSH/REGULAR	24 Hour	\$9.50	\$3.17
	2 Day	\$7.84	\$2.61
	3 Day	\$7.36	\$2.45
	4 Day	\$6.89	\$2.30
	5-7 Day	\$5.23	\$1.74
AFTER FIVE/SATURDAY	Add 15 percent		
SUNDAY RATES	Add 25 percent		

HEARING/STATEMENT/EUO RATES

HEARING/STATEMENT/EUO	Regular Rate Charge	\$5.06	\$1.69
HEARING/STATEMENT/EUO	NOT TRANSCRIBED	\$100.00/hour	\$150/hour after 5:00
HEARING/STATEMENT/EUO	After 5:00 page rate plus	\$75.00/hour	

SUB IN COURT

SUBS	Substitute in Court ½ day	\$200.00	
SUBS	Substitute in Court Full day	\$300.00	

MISC. CHARGES

Binding	Charge	ASCII on CD ROM	\$7.50
1-100	\$10.00	Dirty ASCII	\$1.00/page
101-250	\$15.00	RealTime	\$1.50/page
251-500	\$20.00	Condensed	\$10.00
501-750	\$30.00	Concordance	\$10.00
751-1000	\$50.00	E-Transcript	\$25.00 / witness
3 Ring Notebooks			\$5.00 each add'l
1-2 Inch	\$15.00	Tabs	\$.50/each
3 Inch	\$25.00	Scanning Exhibits/email	\$.30/page
Filing Fee	\$5.00	Mileage	\$.51/mile
Prep. of Notice	\$15.00	Postage	Actual
Prep. of Subpoena	\$10.00	Exhibits	\$.30/each
Witness Fee State	\$10.00	*C.N.A.	\$100.00
Witness Fee Federal	\$40.00 + mileage	*Appearance Fee	\$85.00
Plastic sheet protector	\$.50/each	* + mileage for out-of-town	
Min. transcript charge	\$100 minimum on any transcript	Wait Time	\$35.00/hour

LOCALLY OWNED AND OPERATED SINCE 1987



Jan Girouard & Associates
550 Fannin Street, Suite 108
Beaumont, TX 77701

Handwritten: 06/28/13
11/28/13
JGA

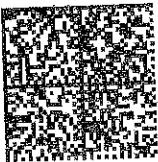
06-28-13

Handwritten: 11/13.000/hrs

Jefferson County Purchasing Department
Ms. Deborah Clark
1149 Pearl Street
Beaumont, Texas 77701

77701360025

06/28/13
11/28/13
JGA



UNITED STATES POSTAGE
02 1P
\$000.660
0004418436 JUN 26 2013
MAILED FROM ZIP CODE 77701

***INVITATION FOR BID FOR
RENTAL CAR CONCESSION AT
JACK BROOKS REGIONAL
AIRPORT***

BID NO: IFB 13-010/KJS

Offer to Contract

IFB 13-010/KJS AUTOMOBILE RENTAL CONCESSIONS AT THE JACK BROOKS REGIONAL AIRPORT

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): ¹ _____, ² _____, _____, _____.

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

Avis Budget Car Rental, LLC

Company Name

6 Sylvan Way

Address

Parsippany NJ 07054

City State Zip

Robert Bouta

Signature of Person Authorized to Sign

Robert Bouta

Printed Name

Senior Vice President

Title

For clarification of this offer, contact:

Bridget Biagas

Name

972-453-4063

972-453-5106

Phone

Fax

bridget.biagas@avisbudget.com

E-mail

Please see attached Corporate Resolution and Secretary's Certificate.

Bidder Shall Return Completed Form with Offer.

AVIS BUDGET CAR RENTAL, LLC
SECRETARY'S CERTIFICATE

I, Erik Johnson, am a duly elected, qualified and acting Assistant Secretary of Avis Budget Car Rental, LLC (the "Company").

I **HEREBY CERTIFY** that the following resolution was adopted by the Company on March 19, 2010 and has not been amended, rescinded, or modified and is in full force and effect on the date hereof.

"RESOLVED, that the persons listed below are each duly authorized to execute on behalf of the Company, any and all airport bids, leases, concession agreements, real estate and any other similar instruments which are necessary to the business operations of the Company:

David Blaskey

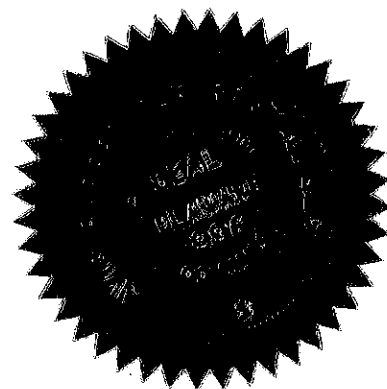
Robert Bouta

Robert E. Muhs."

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, pursuant to due and lawful corporate authority this 11th day of July, 2013.

By: _____

Erik Johnson
Assistant Secretary



**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF MANAGERS
IN LIEU OF MEETING OF**

AVIS BUDGET CAR RENTAL, LLC

THE UNDERSIGNED, constituting all of the members of the Board of Directors of Avis Budget Car Rental, LLC, a Delaware limited liability company (hereinafter referred to as the "Company"), do hereby adopt the following resolutions with the same force and effect as if such resolutions were approved and adopted at a duly convened meeting of the Board of Managers of the Company.

RESOLVED that the persons listed below are each duly authorized to execute on behalf of the Company, any and all airport bids, leases, concession agreements, real estate and any other similar instruments which are necessary to the business operations of the Company:

David Blaskey

Robert Bouta

Robert E. Muhs

FURTHER RESOLVED, that this resolution may be signed in any number of counterparts, all of which when taken together will constitute but one and the same document.

DATED: March 19, 2010



Ronald L. Nelson, Manager

F. Robert Salerno, Manager

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF MANAGERS
IN LIEU OF MEETING OF**

AVIS BUDGET CAR RENTAL, LLC

THE UNDERSIGNED, constituting all of the members of the Board of Directors of Avis Budget Car Rental, LLC, a Delaware limited liability company (hereinafter referred to as the "Company"), do hereby adopt the following resolutions with the same force and effect as if such resolutions were approved and adopted at a duly convened meeting of the Board of Managers of the Company.

RESOLVED that the persons listed below are each duly authorized to execute on behalf of the Company, any and all airport bids, leases, concession agreements, real estate and any other similar instruments which are necessary to the business operations of the Company:

David Blaskey

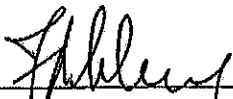
Robert Bouta

Robert E. Muhs

FURTHER RESOLVED, that this resolution may be signed in any number of counterparts, all of which when taken together will constitute but one and the same document.

DATED: March 19, 2010

Ronald L. Nelson, Manager



F. Robert Salerno, Manager

Acceptance of Offer

IFB 13-010/KJS AUTOMOBILE RENTAL CONCESSIONS AT THE JACK BROOKS REGIONAL AIRPORT

The Contractor Concessionaire 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. IFB 13-010/KJS, Automobile Rental Concessions at the Jack Brooks Regional Airport. 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:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

BIDDER MUST RETURN THIS PAGE WITH OFFER

Bid FORM

	Minimum Annual Guarantee (MAG)	Minimum Monthly Percentage (MMP) (No less than 10%)	Estimated Annual Gross Sales	Total Value
Year 1	\$ 110,000.00	% 10	\$ 1,100,000.00	\$ 110,000.00
Year 2		% 10	\$ 1,122,000.00	\$ 112,200.00
Year 3		% 10	\$ 1,144,440.00	\$ 114,444.00
Year 4		% 10	\$ 1,167,328.80	\$ 116,732.88
Year 5		% 10	\$ 1,190,675.38	\$ 119,067.54
			\$ 5,724,444.18	\$ 572,444.42

Bidder should estimate gross annual sales for the five year period covered by this bid.

Acknowledgment of Addenda (if any):

Addendum 1 1 Date Received 5/21/13
 Addendum 2 2 Date Received 6/20/13
 Addendum 3 _____ Date Received _____

FIXED COST NOTE:

A charge for 192 square feet of Terminal Office/Counter space, at a rate of \$24.00 per square foot per annum and a charge of \$275.00 per month for rental car parking space will be part of the contract.

Counter/Office Space \$384.00
 Parking Spaces \$275.00 **** (A)**
 Total Monthly Fixed Charges \$659.00

**** (A)** for 36 parking spaces.

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.

Avis Budget Car Rental, LLC

Bidder (Entity Name)

6 Sylvan Way

Street & Mailing Address

Parsippany, NJ 07054

City, State & Zip

973-496-3500

Telephone Number

robert.bouta@avisbudget.com

E-mail Address



Signature

Robert Bouta

Print Name

July 11, 2013

Date Signed

973-496-3441

Fax Number

Bidder Shall Return Completed Form 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 style="margin-left: 40px;">Avis Budget Car Rental, LLC</p>	
<p>2. <input checked="" 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 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 style="margin-left: 40px;">NOT APPLICABLE - No affiliation with a Local Government Agency</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> <p style="margin-left: 40px;">NOT APPLICABLE - No affiliation with a Local Government Agency</p>	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIREFORM 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:

None

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

NOT APPLICABLE - No affiliation with a Local Government Agency

7.

Robert Bruth

July 11, 2013

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form 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 Avis Budget Car Rental, LLC [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Parippany, NJ (city and state).

Taxpayer Identification Number (T.I.N.):	22-3475741
Company Name submitting bid/proposal:	Avis Budget Car Rental, LLC
Mailing address:	6 Sylvan Way, Parsippany, NJ 07054
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**
None	None

* 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.

GOVERNMENT CODE
TITLE 10. GENERAL GOVERNMENT
SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT
CHAPTER 2252. CONTRACTS WITH GOVERNMENTAL ENTITY

SUBCHAPTER A. NONRESIDENT BIDDERS

Sec. 2252.001. DEFINITIONS. In this subchapter:

(1) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

(CONTINUED ON NEXT PAGE)

(2) "Governmental entity" means:

- (A) the state;
- (B) a municipality, county, public school district, or special-purpose district or authority;
- (C) a district, county, or justice of the peace court;
- (D) a board, commission, department, office, or other agency in the executive branch of state government, including an institution of higher education as defined by Section 61.003, Education Code;
- (E) the legislature or a legislative agency; or
- (F) the Supreme Court of Texas, the Texas Court of Criminal Appeals, a court of appeals, or the State Bar of Texas or another judicial agency having statewide jurisdiction.

(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.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Bidder Shall Return Completed Form 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 NEW JERSEY COUNTY OF MORRIS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of New Jersey,

on this day personally appeared Robert Bouta, who
(name)

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

"I, Robert Bouta am a duly authorized officer of/agent
(name)
for Avis Budget Car Rental, LLC and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Avis Budget Car Rental, LLC
(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: Avis Budget Car Rental, LLC
6 Sylvan Way, Parsippany, NJ 07054

Fax: 973-496-3441 Telephone# 973-496-3500
by: Robert Bouta Title: Senior Vice President
(print name)

Signature: *Robert Bouta*

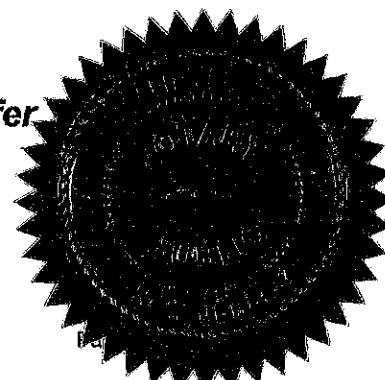
SUBSCRIBED AND SWORN to before me by the above-named
Robert Bouta on

this the 11th day of July, 2013.

ROBIN SNELL
NOTARY PUBLIC
STATE OF NEW JERSEY
#2329096
Comm. Exp. May 17, 2015

Robin Snell
Notary Public in and for
the State of New Jersey

Bidder Shall Return Completed Form with Offer



INFORMATION CONCERNING BIDDERS

All information in this questionnaire must be furnished by the bidder. Statements must be submitted in duplicate and be complete and accurate and in the form requested, and must be sworn to (before a Notary) by an office of the bidder authorized to bind the bidder to the truth of the statements made. Omission, inaccuracy or misstatement may be cause for rejection of a bid. The bidder submitting this bid warrants the following:

1. Name of Company: Avis Budget Car Rental, LLC

2. Principal Office Address: 6 Sylvan Way, Parsippany, NJ 07054

3. FORM OF ORGANIZATION (check one):
 - ☐ Corporation State of Incorporation: _____
 - ☐ Partnership Limited: _____ or General: _____
 - ☐ Individual ()
 - ☒ LLC.

NAMES AND ADDRESSES OF PRINCIPAL OWNERS AND OFFICERS OF BIDDERS

Please see attached Officer's and Manager's List

4. What is the duration and extent of your experience in the automobile rental business? Explain in detail. (If you are currently a concessionaire at Jefferson County, do not fill this out).

Not Applicable - Incumbent Bidder

5. Are you currently operating an "Off-Airport Rental Car Company Agreement" at the Jack Brooks Regional Airport?

☐ Yes

☒ No

6. List ten (10) cities where the national corporation and/or franchise holder operated to serve air travel customers: (If you are currently a concessionaire at Jefferson County, do not fill this out).

Not Applicable - Incumbent Bidder

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

7. Give name, location and date of any of your airport automobile rental concession contracts that have been terminated either voluntary or involuntarily prior to the expiration of their term within the past five (5) years within the State of Texas and explain why they were so terminated of, any concessions operated by you or by a wholly-owned subsidiary within the past five (5) years.

None

8. Furnish a complete Balance Sheet for the last completed fiscal year showing bidder's assets and liabilities. The Balance Sheet so furnished must be certified by a Certified Public Accountant. The value of the unencumbered capital assets of bidder must be shown. (Those rent-a-car agencies presently conducting business as an on airport operator at the Jack Brooks Regional Airport will not be required to comply with this item.)

Not Applicable - Incumbent Bidder

9. Any other information that bidder desires to submit for consideration by the County in evaluating bidders. None

All statements respectfully submitted by:

Avis Budget Car Rental, LLC

(BIDDERS NAME)

BY: Robert Bouta

TITLE: Robert Bouta, Senior Vice President

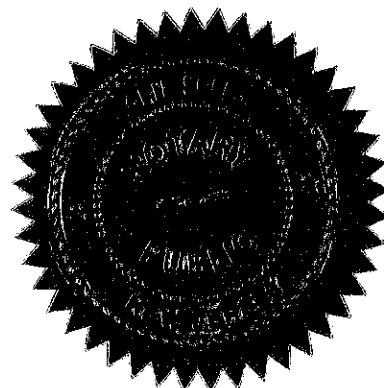
ADDRESS: 6 Sylvan Way

Parsippany, NJ 07054

SWORN TO AND SUBSCRIBED BEFORE ME THIS 11th DAY OF July, 2013.

Robin Snell
Notary Public in and for the
State of ~~Texas~~ New Jersey
My Commission expires May 17, 2015

ROBIN SNELL
NOTARY PUBLIC
STATE OF NEW JERSEY
#2329096
Comm. Exp. May 17, 2015



Directors/Officers Report

As of October 18, 2012

Avis Budget Car Rental LLC

Directors

Officers

Ronald L. Nelson	President and Chief Executive Officer
Mark J. Servodidio	Executive Vice President, Human Resources
Michael Kevin Tucker	Executive Vice President, General Counsel & Assistant Secretary
David B. Wyshner	Senior Executive Vice President and Chief Financial Officer
Robert F. Bouta	Senior Vice President
Joseph A. Ferraro	Senior Vice President, Operations
John R. Barrows	Vice President - Communications and Public Affairs
David T. Calabria	Vice President and Assistant Treasurer
James Cinnamond	Vice President
Gerard Insall	Vice President
Kathie Klopfer	Vice President
Izilda P. Martins	Vice President, Tax
Robert E. Muhs	Vice President and Assistant Secretary
David C. Myers	Vice President
Michael B. Schmidt	Vice President
Rochelle M Tarlowe	Vice President and Treasurer
Erik Johnson	Assistant Secretary
Linda D. Rush	Assistant Secretary
Barbara Horan Vitale	Assistant Secretary
Robert S. D'Amico	Vice President & Controller
Larry D. De Shon	President, Europe, Middle East and Africa
W. Scott Deaver	Executive Vice President, Strategy
Bryon L. Koepke	Senior Vice President and Chief Securities Counsel
Jean Marie Sera	Senior Vice President and Corporate Secretary
Patric T. Siniscalchi	President, Latin America/Asia Pacific

Directors/Officers Report

As of October 18, 2012

Avis Budget Car Rental, LLC**Managers**

Ronald L. Nelson	Manager
David B. Wyshner	Manager

Other

David D. Blaskey	Power of Attorney
Robert F. Bouta	Power of Attorney
Sergio Guanais	Power of Attorney
Massimo Marsili	Power of Attorney
Robert E. Muhs	Power of Attorney

Avis Budget Car Rental("ABCR") is a limited liability company, which is a wholly owned subsidiary of Avis Budget Group, Inc. Avis Budget Group is a Delaware corporation, which is publicly traded on NASDAQ. There are no shareholders of Avis Budget Group that own in excess of 10% of the shares.



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

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

ADDENDUM TO IFB

IFB Number: IFB 13-010/KJS
IFB Title: Automobile Rental Concessions at the Jack Brooks Regional Airport
IFB Due: Tuesday, July 16, 2013 at 11:00 am
Addendum No.: 2
Issued (Date): June 20, 2013

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarifications and Modified Bid Form for IFB 13-010/KJS, Automobile Rental Concessions as Jack Brooks Regional Airport

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Robert Bouta
Authorized Signature (Bidder)

Senior Vice President

Title of Person Signing Above

Robert Bouta

Typed Name of Business or Individual

6 Sylvan Way, Parsippany, NJ 07054

Address



JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 13-010/KJS
IFB Title: Automobile Rental Concessions at the Jack Brooks Regional Airport
IFB Due: Tuesday, July 16, 2013 at 11:00 AM CST
Addendum No.: 1
Issued (Date): May 21, 2013

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Reason for Issuance of this addendum: Change of date for mandatory pre-bid meeting.

The mandatory pre-bid meeting has been rescheduled from Thursday, June 6, 2013 to Wednesday, June 5, 2013, at 10:00 am CST at the Jack Brooks Regional Airport Administration Office, located at 4875 Parker Drive, Beaumont, Texas 77705.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Robert Bouta
Authorized Signature (Bidder)

Senior Vice President

Title of Person Signing Above

Robert Bouta

Typed Name of Business or Individual

6 Sylvan Way, Parsippany, NJ 07054

Address

Page 1 of 2

From: (973) 466-6165
 Robin Small
 Avis Budget Group, Inc.
 5 Sylvan Way
 Parsippany, NJ 07054

Origin ID: C82A

FedEx
Express

JIS11020120029

SHIP TO: (281) 233-1211
 Jim Bell
 Avis Rent A Car
 1707 Pine Cut

BILL SENDER

HOUSTON, TX 77032

Ship Date: 10 JUL 13
 AirWgt: 1.5 LB
 CMT: 1030334000NET3370

Delivery Address Bar Code



Ref # 829C083360
 Invoice #
 PO #
 Dept #

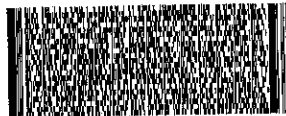
THU - 11 JUL 10:30A
 PRIORITY OVERNIGHT

TRK# 7981 9432 6239

10271

XH MIFA

77032
 TX US
 IAH



518012V0409A8

After printing this label:

1. Use the "Print" button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
 Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery or misinformation, unless you declare a higher value, pay an additional charge,

Ex 1583

07-12-13A10:48 RCVD

7/12/13 4:00pm
 Opened to
 Retrieve & Sign
 "Received Receipt
 for deliverer - [Signature]"

Align bottom of Air

THE HERTZ CORPORATION
225 Brae Boulevard
Park Ridge, NJ 07656-0713
Telephone: (201) 307-2771

Simon Ellis
Staff Vice President,
Real Estate and Concessions

 **ORIGINAL**

July 11, 2013

Send via Personal Delivery

Jefferson County Purchasing Department
1149 Pearl Street, First Floor
Beaumont, Texas 77701


RE: IFB 13-010/KJS
Automobile Rental Concessions at the Jack Brooks Regional Airport

Dear Sir or Madam:

The Hertz Corporation ("Hertz") is pleased to submit its response to the Invitation for Bid for Automobile Rental Concessions at the Jack Brooks Regional Airport. Hertz hereby acknowledges receipt of Addenda 1 and 2.

Kindly contact me should you have any questions with respect to this bid submission.

Sincerely,



SE:ld
Enclosure



JEFFERSON COUNTY, TEXAS

PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 13-010/KJS

IFB Title: Automobile Rental Concessions at the Jack Brooks Regional Airport

IFB Due: Tuesday, July 16, 2013 at 11:00 AM CST

Addendum No.: 1

Issued (Date): May 21, 2013

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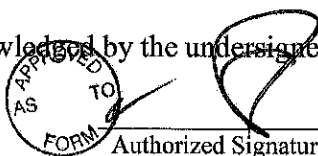
Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness Michael Martirano

Witness

Approved by _____ Date: _____



Authorized Signature (Bidder)
Staff Vice President,
Real Estate and Concessions
Title of Person Signing Above

The Hertz Corporation

Typed Name of Business or Individual
225 Brae Boulevard
Park Ridge, NJ 07656
Address



JEFFERSON COUNTY, TEXAS

PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

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TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: **Clarifications and Modified Bid Form for IFB 13-010/KJS, Automobile Rental Concessions as Jack Brooks Regional Airport.**

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness Michael Martirano

Witness _____

Approved by _____ Date: _____



Authorized Signature (Bidder)
Staff Vice President,
Real Estate and Concessions
Title of Person Signing Above

The Hertz Corporation

Typed Name of Business or Individual

225 Brae Boulevard

Park Ridge, NJ 07656

Address

Offer to Contract

IFB 13-010/KJS AUTOMOBILE RENTAL CONCESSIONS AT THE JACK BROOKS REGIONAL AIRPORT

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): 1, 2, _____, _____.

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

The Hertz Corporation

Company Name

225 Brae Boulevard

Address

Park Ridge, NJ 07656

City

State

Zip

Signature of Person Authorized to Sign

Simon Ellis

Printed Name

Staff Vice President,
Real Estate and Concessions

Title

For clarification of this offer, contact:

Simon Ellis

Name

201-307-2771

Phone

201-307-2689

Fax

sellis@hertz.com

E-mail



Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

IFB 13-010/KJS

AUTOMOBILE RENTAL CONCESSIONS AT THE JACK BROOKS REGIONAL AIRPORT

The Contractor Concessionaire 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. IFB 13-010/KJS, Automobile Rental Concessions at the Jack Brooks Regional Airport. 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:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

BIDDER MUST RETURN THIS PAGE WITH OFFER

BID FORM

	Minimum Annual Guarantee (MAG)	Minimum Monthly Percentage (MMP) (No less than 10%)	Estimated Annual Gross Sales	Total Value
Year 1	\$ 32,000		\$ 534,200	\$ 53,420 *
Year 2		% 10	\$ 548,100	\$ 54,810
Year 3		% 10	\$ 564,000	\$ 56,400
Year 4		% 10	\$ 580,400	\$ 58,040
Year 5		% 10	\$ 597,900	\$ 59,790
			\$ 2,824,600	\$ 282,460

Bidder should estimate gross annual sales for the five year period covered by this bid.

Acknowledgment of Addenda (If any):

*Based on 10% of Estimated Sales

Addendum 1 X Date Received May 21, 2013
 Addendum 2 X Date Received June 20, 2013
 Addendum 3 Date Received

FIXED COST NOTE:

A charge for 192 square feet of Terminal Office/Counter space, at a rate of \$24.00 per square foot per annum and a charge of \$275.00 per month for rental car parking space will be part of the contract.

Counter/Office Space \$384.00
 Parking Spaces..... \$275.00 **** (A)**
 Total Monthly Fixed Charges..... \$659.00

**** (A)** for 36 parking spaces.

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 Shall Return Completed Form with Offer.

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.

The Hertz Corporation

Bidder (Entity Name)

225 Brae Boulevard

Street & Mailing Address

Park Ridge, NJ 07656

City, State & Zip

201-307-2771

Telephone Number

sellis@hertz.com

E-mail Address

Signature

Simon Ellis

Print Name

7/10/13

Date Signed

201-307-2689

Fax Number



Bidder Shall Return Completed Form 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 style="text-align: center;">The Hertz Corporation</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;">(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 style="text-align: center;">None</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> <p style="text-align: center;">None</p>	

Bidder Shall Return Completed Form with Offer.

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.

None

7.

THE HERTZ CORPORATION

Simon Ellis

Signature of person doing business with the governmental entity

7/10/13

Date

Bidder Shall Return Completed Form with Offer.



Good Faith Effort (GFE) Determination Checklist

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: ~~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

Bidder Shall Return Completed Form 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: p Yes p 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.

Bidder Shall Return Completed Form 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.:~~ ~~IEB/REP 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.

~~FOR HUB OFFICE USE ONLY:~~

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

~~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):~~ \$1

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

~~Description of Subcontract Work to be Performed:~~

~~**Bidder Shall Return Completed Form 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.

Bidder Shall Return Completed Form 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 these "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 these "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:~~

~~**Bidder Shall Return Completed Form 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:~~ _____

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:~~

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:~~

~~**Bidder Shall Return Completed Form 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 The Hertz Corporation [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Park Ridge, NJ (city and state).

Taxpayer Identification Number (T.I.N.):	13-1938568
Company Name submitting bid/proposal:	The Hertz Corporation
Mailing address:	225 Brae Boulevard, Park Ridge, NJ 07656
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**
700000-00/280101-000000	6000 Airline Drive, Suite 108, Beaumont, TX (A/P)
70000-000/280171-000000	4029 Eastex Freeway, Beaumont, TX
300013-000-000652-00000	Highway 69, Beaumont, TX
700000-000-280172-00000	4545 N. Twin City Highway, Port Arthur, TX

* 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.

GOVERNMENT CODE
TITLE 10. GENERAL GOVERNMENT
SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT
CHAPTER 2252. CONTRACTS WITH GOVERNMENTAL ENTITY

SUBCHAPTER A. NONRESIDENT BIDDERS

Sec. 2252.001. DEFINITIONS. In this subchapter:

(1) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

(CONTINUED ON NEXT PAGE)

(2) "Governmental entity" means:

- (A) the state;
 - (B) a municipality, county, public school district, or special-purpose district or authority;
 - (C) a district, county, or justice of the peace court;
 - (D) a board, commission, department, office, or other agency in the executive branch of state government, including an institution of higher education as defined by Section 61.003, Education Code;
 - (E) the legislature or a legislative agency; or
 - (F) the Supreme Court of Texas, the Texas Court of Criminal Appeals, a court of appeals, or the State Bar of Texas or another judicial agency having statewide jurisdiction.
- (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.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Bidder Shall Return Completed Form 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 NEW JERSEY COUNTY OF BERGEN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of New Jersey

on this day personally appeared Simon Ellis, who
(name)

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

"I, Simon Ellis am a duly authorized officer of/agent
(name)
for The Hertz Corporation and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said The Hertz Corporation.
(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: The Hertz Corporation, 225 Brae Boulevard
Park Ridge, NJ 07656

Fax: 201-307-2689 Telephone# 201-307-2771

by: Simon Ellis Title: Staff Vice President,
(print name) Real Estate and Concessions

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named
Simon Ellis on

this the 11th day of July, 2013.

KATHRYN McCANN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 31, 2017

Kathryn McCann
Notary Public in and for
the State of New Jersey

Bidder Shall Return Completed Form with Offer.

INFORMATION CONCERNING BIDDERS

All information in this questionnaire must be furnished by the bidder. Statements must be submitted in duplicate and be complete and accurate and in the form requested, and must be sworn to (before a Notary) by an office of the bidder authorized to bind the bidder to the truth of the statements made. Omission, inaccuracy or misstatement may be cause for rejection of a bid. The bidder submitting this bid warrants the following:

1. Name of Company: The Hertz Corporation

2. Principal Office Address: 225 Brae Boulevard
Park Ridge, NJ 07656

3. FORM OF ORGANIZATION (check one):
 - ☒ Corporation State of Incorporation: Delaware
 - ☐ Partnership Limited: _____ or General: _____
 - ☐ Individual ()
 - ☐ LLC.

NAMES AND ADDRESSES OF PRINCIPAL OWNERS AND OFFICERS OF BIDDERS

Please see the response attached as Exhibit A.

4. What is the duration and extent of your experience in the automobile rental business? Explain in detail. (If you are currently a concessionaire at Jefferson County, do not fill this out).
Hertz is a concessionaire.

5. Are you currently operating an "Off-Airport Rental Car Company Agreement" at the Jack Brooks Regional Airport?

☐ Yes

☒ No

6. List ten (10) cities where the national corporation and/or franchise holder operated to serve air travel customers: (If you are currently a concessionaire at Jefferson County, do not fill this out).

Hertz is a concessionaire.

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

7. Give name, location and date of any of your airport automobile rental concession contracts that have been terminated either voluntary or involuntarily prior to the expiration of their term within the past five (5) years within the State of Texas and explain why they were so terminated of, any concessions operated by you or by a wholly-owned subsidiary within the past five (5) years.

None.

8. Furnish a complete Balance Sheet for the last completed fiscal year showing bidder's assets and liabilities. The Balance Sheet so furnished must be certified by a Certified Public Accountant. The value of the unencumbered capital assets of bidder must be shown. (Those rent-a-car agencies presently conducting business as an on airport operator at the Jack Brooks Regional Airport will not be required to comply with this item.)

Hertz conducts business as an on airport operator.

9. Any other information that bidder desires to submit for consideration by the County in evaluating bidders.

All statements respectfully submitted by:

The Hertz Corporation
(BIDDERS NAME)

BY: [Signature]
TITLE: Staff Vice President,
Real Estate and Concessions

ADDRESS: 225 Brae Boulevard
Park Ridge, NJ 07656



SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th DAY OF July, 2013.

[Signature]
Notary Public in and for the
State of ~~Texas~~ New Jersey
My Commission expires Jan-31, 2017

KATHRYN McCANN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 31, 2017

Exhibit A**THE HERTZ CORPORATION**

Incorporated on: April 19, 1967

Incorporated in: Delaware

Headquarters Address:225 Brae Boulevard
Park Ridge, New Jersey 07656Registered Office Address:The Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801Capital Authorized:3,000 shares common stock
par value: \$.01Capital Issued:

Hertz Investors, Inc. 100 shares

Directors:

Barry H. Beracha	Director
Brian A. Bernasek	Director
Carl T. Berquist	Director
Michael J. Durham	Director
Carolyn Everson	Director
Mark P. Frissora	Director
Debra J. Kelly-Ennis	Director
Michael Koehler	Director
Linda Fayne Levinson	Director
George W. Tamke	Lead Director
David H. Wasserman	Director
Henry C. Wolf	Director

Officers:

Mark P. Frissora	Chairman of the Board and Chief Executive Officer
Elyse Douglas	Executive Vice President and Chief Financial Officer
Scott P. Sider	Executive Vice President and President, Car Rental and Leasing, The Americas
Lois Boyd	Executive Vice President and President, HERC
Michel Taride	Executive Vice President and President, Hertz Europe Limited
LeighAnne G. Baker	Senior Vice President, Chief Human Resource Officer
Richard Broome	Senior Vice President, Corporate Affairs and Communications
Joseph F. Eckroth	Senior Vice President and Chief Information Officer
Jatindar Kapur	Senior Vice President, Finance and Corporate Controller
Robert J. Stuart	Senior Vice President, Global Sales
J. Jeffrey Zimmerman	Executive Vice President, General Counsel and Secretary
Scott Massengill	Treasurer
Raymond Batistoni	Assistant Secretary
Neale R. Bedrock	Assistant Secretary
Fernando Cruz	Assistant Secretary

Marcia Davis-Allison	Assistant Secretary
Debi F. Debiak	Assistant Secretary
Antoinette Duah	Assistant Secretary
Simon Ellis	Assistant Secretary
Anthony C. Fiore	Assistant Secretary
Louis Franzese	Assistant Secretary
Richard J. Frecker	Assistant Secretary
David B. Friedman	Assistant Secretary
John Fusco	Assistant Secretary
Leslie M. Hunziker	Assistant Secretary
William Kuhne	Assistant Secretary
William Langston	Assistant Secretary
Michael P. Martirano	Assistant Secretary
Richard P. McEvily	Assistant Secretary
Dennis McGinley	Assistant Secretary
Kevin T. McIver	Assistant Secretary
Declan Monaghan	Assistant Secretary
Nuns Moodliar	Assistant Secretary
Jeffrey Pegula	Assistant Secretary
Lawrence Shapiro	Assistant Secretary
John M. Szot	Assistant Secretary
Kevin Tang	Assistant Secretary
Brian Waldbaum	Assistant Secretary
Edward Walsh	Assistant Secretary
Alan Weisblatt	Assistant Secretary
John C. Burns	Assistant Treasurer
William F. Holzmann	Assistant Treasurer
Kirk Shryoc	Assistant Treasurer

BUSINESS PURPOSE: Rental and leasing of motor vehicles.

Please note that all of the officers, except Michael Taride, are located at:

THE HERTZ CORPORATION
225 Brae Boulevard
Park Ridge, New Jersey 07656

Michel Taride is located at:

HERTZ EUROPE LIMITED
Hertz House, 11 Vine Street
Uxbridge, Middlesex
UB8 1QUE United Kingdom

THE HERTZ CORPORATION

225 Brae Boulevard
Park Ridge, NJ 07656

Hertz**SEALED BID**

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

Invitation for Bid #13-010/KJS
Due Date July 16, 2013

07-15-13 A11:21-ARNV

BID FOR UNIT PRICE CONTRACTS

Place: Jefferson County, Texas

Date: July 16, 2013

Project No.: P00939

Proposal of ALLCO (hereinafter called Bidder), a corporation organized under the laws of the State of TEXAS ~~/a partnership/an individual doing business as~~
~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~
~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ (strike out inapplicable references).

To the Jefferson County, Texas (hereinafter called Owner).

Council members:

The Bidder, in compliance with your invitation for bids for the construction of Jefferson County, Texas, Hurricane Ike/Dolly Round 1, Jefferson County Drainage District No. 7 Main B Diversion having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and that the Work will be fully completed within 420 **WORKING** days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500 for each consecutive working day thereafter as hereinafter provided in the GENERAL CONDITIONS and the SUPPLEMENTAL CONDITIONS.

Bidder acknowledges receipt of the following addenda:

Addendum No. <u>1</u>	Dated <u>7-01-13</u>	Received
Addendum No. <u> </u>	Dated <u> </u>	Received
Addendum No. <u> </u>	Dated <u> </u>	Received
Addendum No. <u> </u>	Dated <u> </u>	Received

**BID PROPOSAL
GENERAL LAND OFFICE
HURRICANE IKE/DOLLY ROUND 1 CRITICAL INFRASTRUCTURE PROJECT
DISASTER RECOVERY DIVISION**

**TEXAS GENERAL LAND OFFICE
HURRICANE IKE/DOLLY ROUND 1 CRITICAL INFRASTRUCTURE PROJECT
DISASTER RECOVERY DIVISION
DRAINAGE DISTRICT NO. 7 MAIN B DIVERSION
GRANTEE CONTRACT NO. DRS010219**

Bidder agrees to perform all the Drainage District No. 7 of the County of Jefferson, Texas, Hurricane Ike/Dolly Round 1 Critical Infrastructure Project Disaster Recovery Division, Jefferson County Drainage District No. 7 Main B Diversion TxCDBG No. DRS010219 work described in the specifications and shown on the plans, for the following unit prices:

ITEM NO.	APPROX QTY	UNIT	DESCRIPTION OF ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL AMOUNT
1	1	LS	Mobilization Maximum 5% @ <u>Two hundred Thousand + no/acc —</u> per lump sum.	209,000 ⁻	209,000 ⁻
2	3	ACRE	Clearing and grubbing, complete and in place, as identified in the Plans and Specifications @ <u>Twelve Thousand Five hundred fifty-nine + thirty-three cents —</u> per acre.	12,559. ³³	37,677.99
3	45,000	CY	Channel Excavation, complete and in place @ <u>Five dollars & twenty-one cents —</u> per cubic yard.	5. ²¹	234,450. ⁹³
4	1	LS	Gate Structure, including Precast Concrete Pile, Sheet Piling, Structural Concrete, Structural Steel Bridge, Overshot Gate with actuator including all necessary appurtenances and testing, all in strict accordance with the Plans and Specifications, all complete and in place @ <u>One Million Six hundred Thirty Thousand Five hundred Eleven + forty-seven</u> per lump sum.	1,630,511. ⁴⁷	1,630,511. ⁴⁷

5	1	LS	50 ft wide Bridge Structure, including Precast Concrete Pile, Sheet Piling, Structural Concrete, Structural Steel including all necessary appurtenances and testing, all complete and in place @ <u>Two Hundred Forty Four Thousand Seven Hundred Fifty five</u> per lump sum.	244,700. ⁵⁵	244,700. ⁵⁵
6	12,600	SY	Construction of Concrete Channel Liner, 6" thick bottom and 6" thick slopes, complete and in place @ <u>fifty five dollars & twenty two cents</u> per square yard.	55. ²²	695,772. ⁰⁰
7	1,400	LF	Placement of (7) 6' x 10' Concrete Box Culverts x 200 LF by tunneling, all complete and in place @ <u>Two Thousand Eight Hundred Fifty Six & Seventy one</u> per linear foot.	2,856.71	3,999,394. ⁰⁰
8	1,056	LF	Placement of (8) 8' x 10' Concrete Box Culverts x 132 LF, all complete and in place @ <u>Eight Hundred Fifty six & forty one cents</u> per linear foot.	856.41	904,368. ⁹⁶
9	500	LF	Fencing, including construction of Temporary Safety Fencing with Signage, all complete and in place @ <u>Five Dollars & ninety Seven</u> per linear foot.	5. ⁹⁷	2,985. ⁰⁰
10	4,000	LF	Trench Safety System, all complete and in place @ <u>no dollars & fifty cents</u> per linear foot.	0. ⁵⁰	2,000. ⁰⁰
11	3	ACRE	Grading and Seeding, and other surface restoration, all complete and in place @ <u>Nine Thousand One hundred dollars & twenty five cents</u> per acre.	9,100. ²⁵	27,300. ⁷⁵
12	1	LS	Stormwater Pollution Prevention Plan		

			compliance, all complete and in place @ <u>Nine Thousand Six Hundred</u> ^{Twenty Two} <u>and Fifty/100</u> - per lump sum.	9622.50	9622.50
--	--	--	-------------------------------------------------------------------------------------------------------------------------------------------	---------	---------

TOTAL BASE BID Seven Million Nine Hundred Eighty Eight Thousand
Twenty Two cents Base Bid. (\$ 7,988,783.22 Seven Hundred Eighty Eight dollars and Twenty Two cents)

ALTERNATE BID ITEMS

ITEM NO.	APPROX QTY	UNIT	DESCRIPTION OF ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL AMOUNT
1D	1	LS	To provide a 30 foot wide bridge structure instead of a 50 foot wide bridge structure, as identified in the Plans and Specifications. <u>One Hundred Thirty Thousand</u> @ <u>dollars & 00/100</u> per each.	130,000.00	130,000.00

TOTAL ALTERNATE BID 1D:

One hundred thirty thousand & 00/100 Dollars and,
00 Cents (\$ 130,000.00).

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The prices mentioned herein shall be full compensation for furnishing all materials, equipment, labor and all other expenses necessary to perform the work in accordance with these Specifications and Contract Documents.

If the contract is to be awarded, it will be awarded to the Best Bid, the lowest Bidder or the Bidder whose evaluation by OWNER or whose Bid indicates to the OWNER that the award will be in the best interest of the Project.

Bidder understands that the Owner reserves the rights to reject any and all bids and to waive any informalities in the bidding. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents and Specifications, if applicable. The calculation of quantities of lines at various depths will be based on the plan and profile sheets and not on measurements made in the field unless it has been determined by

the Engineer that there is a discrepancy between the plan and profile sheets and the actual elevations in the field.

Bidder agrees that the work will be substantially completed and completed and ready for final payment in accordance with the General Conditions within the time limits set forth in the Agreement. Bidder accepts the provision of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of BID BOND and the amount of \$ 5% Greatest Amount Bid (GAB) The Bid Security shall become the property of the owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense caused to the Owner thereby.
- (b) A tabulation of Subcontractors, Suppliers and other persons and organization required to be identified in this Bid. WE WILL SUBMIT IF SUCCESSFUL BIDDER.
- (c) Required BIDDER's Qualification Statement with supporting data.

Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings in the General Conditions or Instructions to Bidders.

- (d) Completed Non-Collusion Affidavit

SUBMITTED ON JULY 16, 20 13.

If BIDDER is:

An Individual

By _____ (SEAL)

(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)

(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By ALLCO (Corporation Name)

TEXAS

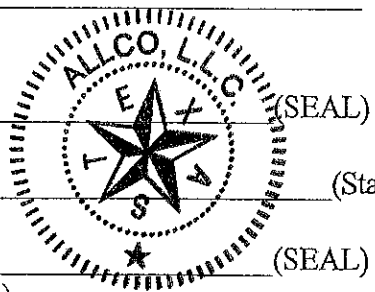
of Incorporation)

By T.W. HARRISON (Name of Person Authorized to Sign)

PRESIDENT

(Title)

(Corporate Seal)



Attest

Jackie Christopher

Business address: PO BOX 3684

BEAUMONT, TX 77704

Phone No.: 409-860-4459

Date of Qualification to do business is APRIL 22, 1985

A Joint Venture

By _____ (SEAL)
(Name)

(Address)

By _____ (SEAL)
(Name)

(Address)

Phone Number and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of TEXASCounty of JEFFERSONT.W. HARRISON, being first duly sworn, deposes and says that:

(1) He is PRESIDENT of ALLCO, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the JEFFERSON COUNTY (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

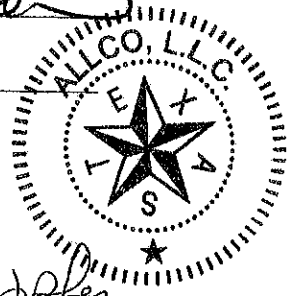
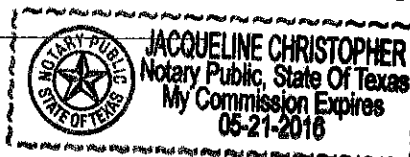
T.W. HARRISON
PRESIDENT

Title

Subscribed and sworn to me this 16TH day of JULY 2013

By:

Jacqueline Christopher
Notary Public

My commission expires 5-21-2016

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

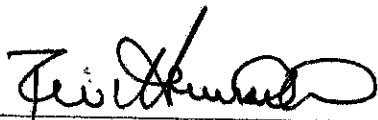
ALLCO
Name of Prime Contractor

JEFFERSON COUNTY DRAINAGE DISTRICT
NO. 7 DITCH REHABILITATION
MAIN B DIVERSION IFB 13-012/KJS
Project Name & Number

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

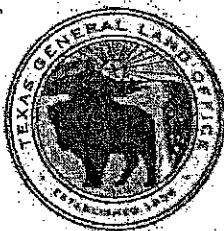
Name T.W. HARRISON - PRESIDENT
Name & Title of Signer (Print or Type)


Signature

JULY 16, 2013

Date





Texas General Land Office
 Community Development Block Grant (CDBG)
 Disaster Recovery Program

**Contractor Certification of Efforts to Fully Comply
 with Employment and Training Provisions of Section 3**

Economic Opportunities for Low and Very Low-Income Persons

THE BIDDER REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:

- ☐ Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern:
1. That is 51% or more owned by Section 3 Resident(s); or
 2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or
 3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.

☒ Is NOT a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken.

EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS
 (Check ALL that apply)

- ☒ By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.
- ☐ By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.
- ☐ By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to bid invitations.
- ☐ By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.
- ☐ By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids are being sought.
- ☐ By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.
- ☐ By advising Section 3 Business Concerns as to where to seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 Businesses in qualifying for such bonding, financing, insurance, etc....
- ☒ Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.
- ☐ By developing and using a list of eligible Section 3 Business Concerns.
- ☐ By actively supporting and undertaking joint ventures with Section 3 Businesses.

EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS

- ☐ By entering into a "first source" hiring agreements with organizations representing Section 3 Residents.
- ☐ By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.
- ☐ By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.
- ☐ By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled.
- ☐ By arranging interviews and conducting interviews on the job site.
- ☐ By undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.
- ☒ By posting job vacancies in Work-In-Texas or with my local Workforce Solutions Center.

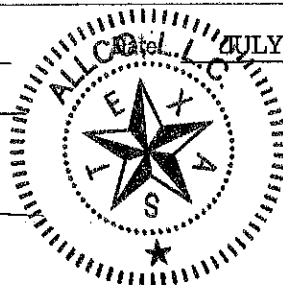
Contractor Name/Business Name: ALLCO

T.W. HARRISON - PRESIDENT

Authorized Representative Name:

Signature:

T.W. Harrison



DATE: JULY 16, 2013

Certification Regarding Lobbying for
Contracts, Grants, Loans, and Cooperative Agreements

The undersigned T.W. HARRISON of ALLCO
certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: T.W. Harrison
T.W. HARRISON



Date: JULY 16, 2013

Title: PRESIDENT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Allco
 as PRINCIPAL, and Travelers Casualty and Surety Co. of Americas SURETY
 are held and firmly bound unto Jefferson County, Texas hereinafter
 called the "Owner", in the penal sum of **Five Percent of GAB**
 Dollars, (\$**5% of GAB**), lawful money of the United States, for the payment of which
 sum well and truly to be made, we bind ourselves, our heirs, executors, administrators,
 successors, and assigns, jointly and severally, firmly by these presents.

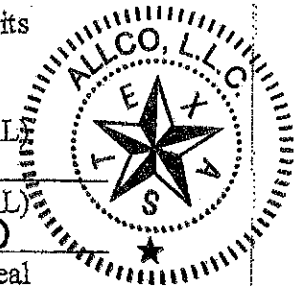
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has
 submitted the Accompanying Bid, dated July 16th, 2013, for Drainage District No. 7
of the County of Jefferson, Texas, Hurricane IKE/DOLLY Round 1 Critical infrastructure project
disaster recovery division, ditch rehabilitation Main B Diversion, IEB 13-012/KJS
 NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period
 specified therein after the opening of the same, or, if no period be specified, within thirty
 (30) days after the said opening, and shall within the period specified therefor, or if no
 period be specified, within ten (10) days after the prescribed forms are presented to him
 for signature, enter into a written contract with the Owner in accordance with the Bid as
 accepted, and give bond with good and sufficient surety or sureties, as may be required,
 for the faithful performance and proper fulfillment of such contract; or in the event of the
 withdrawal of said Bid within the period specified, or the failure to enter into such
 Contract and give such bond within the time specified, if the Principal shall pay the
 Owner the difference between the amount specified in said Bid and the amount for which
 the local Public Agency may procure the required work or supplies or both, if the latter
 be in excess of the former, then the above obligation shall be void and of no effect,
 otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument
 under their several seals this 16th day of July, 2013, the name and
 corporate seal of each corporate party being hereto affixed and these present signed by its
 undersigned representative, pursuant to authority of its governing body.

Attest: Jacobi Christopher By: Allco (SEAL)
T.W. Harrison/President Affix Corporate Seal
 Attest: Kami Piron By: Travelers Casualty and Surety Co. of America
Kami Piron/Witness K. Scott Miller
K. Scott Miller/Attorney-in-fact


Countersigned By _____

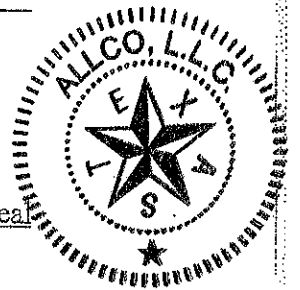
* Attorney-in-Fact, State of _____



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, T.W. HARRISON, certify that I am the PRESIDENT,
Secretary of the Corporation named as Principal in the within bond; that T.W. HARRISON
 , who signed the said bond on behalf of the Principal was then PRESIDENT
of said corporation; that I know his signature, and his signature thereto is genuine; and
that said bond was duly signed, sealed, and attested to, for and in behalf of said
corporation by authority of this governing body.

By  Corporate Seal
Title: PRESIDENT



* Power-of-attorney for person signing for surety company must be attached to bond.

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 226569

Certificate No. 005473672

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Larry W. Smith, George M. Haynes, and K. Scott Miller

of the City of Beaumont, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of May, 2013.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 2nd day of May, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

07-16-13A10:50 RCVD

ALLCO

P.O. BOX 3684

BEAUMONT, TEXAS 77704

**** BID DOCUMENTS ****

JEFFERSON COUNTY PURCHASING AGENT

1149 PEARL STREET, 1st FLOOR

BEAUMONT, TEXAS 77701

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7 DITCH

REHABILITATION MAIN B DIVERSION

IFB 13-012/KJS

BIDS: JULY 16, 2013

11:00 AM

ATTACHMENT A

IFB 10-039/KJS

Term Contract for Trash Container Service for Jefferson County

Awarded: July 26, 2010

Renewal 1: 7/26/11 – 7/25/12

Renewal 2: 7/25/12 – 7/24/13

Proposed Price Increases – July 2013

Item I. Standard Waste Containers

Location	Qty	Cap (CY)	Frequency of Service	Current Price per Month	Proposed Price per Month
Airport - Main Terminal	1	8	1 day/week	\$76.55	\$79.12
Airport - Fuel Service	1	8	1 day/week	\$76.55	\$79.12
Airport – Maintenance Shop	1	8	1 day/week	\$76.55	\$79.12
Jefferson County Annex I	1	10	5 days/week	\$416.26	\$430.21
Jefferson County Annex II	1	10	5 days/week	\$416.26	\$430.21
Jefferson County Annex IV	1	10	5 days/week	\$416.26	\$430.21
Correctional Facility	1	40	1 day/week	\$1,744.08	\$1,802.54
Correctional Facility	1	4	2 days/week	\$126.27	\$130.50
Mosquito Control	1	8	1 day/week	\$76.55	\$79.12
Women's Center	1	10	1 day/week	\$83.25	\$86.04
JC Pct. 2 Service Center	1	8	1 day/week	\$76.55	\$79.12
Mid-County Office Building	1	8	1 day/week	\$76.55	\$79.12
JP Pct. 4	1	6	1 day/week	\$70.15	\$72.50
JC Service Center	1	4	2 days/week	\$126.27	\$130.50
Juvenile Justice Center	1	10	5 days/week	\$416.26	\$430.21
Ford Park Baseball Field	2	20	1 day/week	\$2,398.11	\$2,478.49
Ford Park Arena	1	40	1 day/week	\$1,744.08	\$1,802.54
JC Pct. 4 Service Center	1	4	1 day/week	\$63.42	\$65.55
JC Pct. 1 Service Center	1	4	1 day/week	\$63.42	\$65.55

IFB 10-039/KJS**Term Contract for Trash Container Service for Jefferson Count****Proposed Price Increases – July 2013 (Continued)****Item II. Compactor**

Location	Qty	Cap (CY)	Frequency of Service	Current Price per month	Proposed Price per Month
Airport – Maintenance	1	30	1 day/week	\$1,504.27	\$1,554.69
Correctional Facility	1	30	1 day/week	\$1,504.27	\$1,554.69
Ford Park Arena	1	30	1 day/week	\$1,504.27	\$1,554.69

Item III. Cardboard Recycling

Location	Qty	Cap (CY)	Frequency of Service	Current Price per Month	Proposed Price per Month
Ford Park Arena	1	8	as needed “will call”	\$40.00	\$41.34

Item IV. Biomedical Waste Containers

Location	Qty	Cap (Lb.)	Frequency of Service	Current Price per Month	Proposed Price per Month
Public Health Dept - Bmt	1	30	1 day/month	\$65.91	\$68.12
Public Health Dept - PA	1	30	1 day/month	\$65.91	\$68.12
JC Crime Lab	1	30	1 day/month	\$395.46	\$408.72
JC Employee Health	1	30	1 day/month	\$65.91	\$68.12
Adult Probation (Pt Arthur)	1	30	1 day/month	\$65.91	\$68.12
Community Supervision	1	30	1 day/month	\$65.91	\$68.12
Women's Center	1	30	1 day/month	\$65.91	\$68.12
Juvenile Justice Center	1	30	1 day/month	\$65.91	\$68.12

Waste Management

2175 W. Cardinal Drive
 Beaumont, TX 77705
 Attn: Mike Wilson
 Phone: 409-951-2910
 Fax: 409-842-4965

**CONTRACT RENEWAL FOR
IFB 10-039/KJS
TERM CONTRACT FOR TRASH CONTAINER SERVICE
FOR JEFFERSON COUNTY**

The County entered into a contract with Waste Management Company, for a period of one (1) year from July 26, 2010 to July 25, 2011 with an option to renew the contract for up to a four (4) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for one (1) additional year from July 24, 2013 to July 23, 2014.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff R. Branick, County Judge

CONTRACTOR:
Waste Management


(Name)

CONTRACT RENEWAL FOR IFB 10-044/KJS
TERM CONTRACT FOR HVAC CAPITAL EQUIPMENT, SERVICES, AND
SUPPLIES FOR JEFFERSON COUNTY DISASTER RELIEF

The County entered into a contract with Alliance Mechanical Services for one (1) year, from August 2, 2010 to August 1, 2011, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for one (1) additional year from July 31, 2013 to July 30, 2014.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff R. Branick, County Judge

CONTRACTOR:
Alliance Mechanical Services



(Name)

Vista Solutions Group Beta License Agreement

This Beta License Agreement is made by and between **Vista Solutions Group** ("**VistaSG**"), a Texas LLP, located at 11044 Research Blvd, Suite C-550, Austin, Texas 78759 and **Jefferson County, TX** ("**Licensee**") having a principal place of business of 1149 Pearl Street, Courthouse, 6th Floor, Beaumont, Texas 77701. Both parties agree and accept the following terms and conditions by executing this Beta License. This Beta License is effective as of the later of the two signature dates below ("**Effective Date**"). **UNLESS SIGNED BY BOTH PARTIES, THIS BETA LICENSE DOES NOT GRANT ANY RIGHTS TO YOU, LICENSEE.**

GENERAL TERMS AND CONDITIONS

- A. VistaSG has developed **DMS³**, the Next Generation Document Management Solution, ("**Target**") including modifications, enhancements, improvements, updates, additions, derivative works, and related material ("**Beta-Release Software**").
- B. VistaSG desires that the Beta-Release Software be tested prior to general release.
- C. Licensee wishes to serve as a Beta test site for such Beta-Release Software. Licensee wishes to have the option, at Licensee's sole discretion, of using the Beta-Release Software to (a) deploy applications built with such Pre-Release Software in a live internal production environment, and/or (b) deploy or distribute for use by third parties certain applications created with the Pre-Release Software that run on the Targets listed in item A.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, VistaSG and Licensee hereto agree as follows:

- 1. VistaSG grants to Licensee a non-exclusive, non-transferable license to use the Beta-Release Software on all server(s) at Licensee's business location solely for Beta testing and Beta use from effective date of agreement to 30 days after official release date of the products(s), subject to the terms and conditions below. Subject to the terms of this Beta License, Licensee may, at its sole discretion and risk, use the Beta-Release Software in a test or production environment solely for internal purposes, provided that Licensee takes adequate precautionary measures to back up and protect Licensee's data.

If Licensee elects to install and run Beta-Release Software in a live production environment, Licensee shall include in such Application a visible notice to its users that the Application relies on pre-release, unsupported software that may not operate correctly. Licensee will not make any representation, warranty, or promise on behalf of VistaSG or with respect to the Applications or performance thereof.

2. Licensee agrees that Beta-Release Software is the sole property of VistaSG until it is officially released and includes valuable trade secrets of VistaSG. Licensee agrees to treat Beta-Release Software as confidential and will not without the express written authorization of VistaSG:
 - 2.1 Demonstrate, copy, sell or market Beta-Release Software to any third party unless consideration is agreed to, in writing in advance between each of the parties and without any compensation being paid to VistaSG; or
 - 2.2 Publish or otherwise disclose information relating to performance or quality of the Beta-Release Software to any third party unless consideration is agreed to in writing in advance between all parties; or
 - 2.3 Modify, reuse, disassemble, decompile, reverse engineer or otherwise translate Beta-Release Software or any portion thereof without provisions for written documentation have being made and presented to VistaSG and Licensee altogether. VistaSG must provide written agreement to provisions prior to any such actions being taken by the licensee.
 - 2.4 To the extent that Licensee's Applications are distributed to its customers and such Applications require that a Target be installed on the customer's machine, Licensee shall include with the Application a visible notice that the Application does not include the applicable Target and the user will need to obtain pre-release copies of the relevant Target directly from VistaSG.
3. Software is prerelease code and is not at the level of performance or compatibility of a final, generally available product offering. Beta-Release Software may not operate correctly and may be substantially modified prior to first commercial shipment, or withdrawn. Beta-Release Software is provided "AS IS" without warranty of any kind. The entire risk arising out of the use or performance of Beta-Release Software remains with Licensee.
4. In the event that VistaSG makes bug fixes, security fixes or other error corrections to the Beta-Release Software available (collectively, "Updates"), such Updates shall be deemed included in the defined term "Beta-Release Software" and subject to the terms and conditions of this Beta License. Licensee agrees to use commercially reasonable efforts to install such Updates for purposes of updating the applicable Beta-Release Software.
5. VistaSG is not obligated to provide maintenance, technical support, Updates or other support to Licensee or Licensee's users of the Applications. Licensee is solely responsible for updating its users, if needed, with versions of Applications that operate satisfactorily with subsequent releases (including the final commercial release) of the Beta-Release Software.
6. In consideration for receiving a copy of the Software for testing, Licensee agrees to serve as a "Beta Site" for the Beta-Release Software and will notify VistaSG of

all problems and ideas for enhancements which come to Licensee's attention during the period of this Agreement, and hereby assigns to VistaSG all right, title and interest to such enhancements and all property rights therein including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.

7. Licensee understands that any/all enhancement ideas provided to VistaSG for Beta-Release Software are updated solely at the discretion of VistaSG.
8. The Licensee upon completion of the Beta test agrees to provide material, statistics, or information that is not deemed confidential to Licensee's business for use in press releases, customer testimonials, and as a reference in marketing and sales initiatives by VistaSG. Licensee will provide a quote to VistaSG that may be used in a press release.
9. This License Agreement shall be governed, construed and enforced in accordance with the laws of the State of Texas, County of Travis. Any notice required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested to above address or such other address as may be given from time to time under the terms of this notice provision.
10. Licensee shall comply with all applicable federal, state and local laws, regulations, and ordinances in connection with its activities pursuant to this Agreement.
11. Failure of VistaSG to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.
12. If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.
13. The term of this Beta License Agreement shall become effective upon the later of the Effective Date and shall terminate with respect to the Beta-Release Software for which you are exercising rights hereunder, upon the earlier of (i) termination of the applicable Beta License Agreement as provided herein or (ii) January 1, 2014. Sections 2, 4, 14 shall survive any expiration or termination of this Beta License.
14. Except as expressly set forth in this Beta License, all use of the Beta-Release Software, including without limitation, the Target, is subject to the terms and conditions of the applicable License Agreement. This Beta License Agreement, together with the License Agreements, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or

contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. If any provision of this Beta License is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

15. Licensee shall pay VistaSG the sum of one and 00/100 U.S. Dollar(s) (\$1.00 USD) as a licensing fee per year for the to continue use of the **dms**³ software for 5 years, after which time the Licensee and VistaSG determine a fair price for a full county-wide implementation. Annual support and maintenance will carry over from netDMS and be subject to 3% annual increase.

IN WITNESS WHEREOF, parties hereto have caused their duly authorized Representatives to execute this Agreement.

VistaSG

Licensee

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**AGENDA ITEM****July 23, 2013**

Consider, possibly approve and authorize the Jefferson County Judge to execute a lease between Jefferson County, Texas and the City of Beaumont, Texas for the L.L. Melton Property.

L. L. MELTON PROPERTY LEASE AGREEMENT

Date: July 1, 2013

Lessor: Jefferson County, Texas

Lessor's Physical Address: 1149 Pearl Street
Beaumont, Texas 77701

Lessee: City of Beaumont, Texas

Lessee's Mailing Address: 801 Main Street
Beaumont, Texas 77701

Leased Premises: Being a portion of the South one-half (S. ½) of Block Nineteen (19) in the M. C. Cartwright Subdivision in the J. W. Bullock League of the City of Beaumont, Jefferson County, Texas, and described by metes and bounds as follows:

BEGINNING at an iron pin in the west line of Block Nineteen (19), said iron pin marking the division line of the north and south one-half of Block Nineteen (19); said point being the northwest corner of the south one-half of Block Nineteen (19) and the southwest corner of the north one-half of Block Nineteen (19);

THENCE, East along the dividing line of the north and south one-half of Block Nineteen (19) a distance of six hundred ninety-seven and five-tenths feet (697.5') to an iron pin for corner, said iron pin being fifteen feet (15') west of the east line of Block Nineteen (19);

THENCE, South 0°8'30" west along a line fifteen feet (15') from and parallel to the east line of Block Nineteen (19) a distance of three hundred five and sixty-five one hundredths feet (305.65') to an iron pin for corner in the south line of Block Nineteen (19);

THENCE, West along the south line of Block Nineteen (19) a distance of six hundred ninety-seven and five-tenths feet (697.5') to an iron pin for corner, said iron pin being the southwest corner of Block Nineteen (19);

THENCE, North 0°8'30" east along the west line of Block Nineteen (19) a distance of three hundred five and sixty-five one hundredths feet (305.65') to the PLACE OF BEGINNING, said tract containing four and eighty-nine one hundredths (4.89) acres more or less.

Lease Commencement Date: This Agreement will commence upon execution by Lessor and Lessee.

Lease Term: The term of this lease is for a term of Twenty (20) years, beginning on July 15, 2013 and terminating on July 14, 2033.

Lease Rent:

The total rent under this Lease is the sum of Twenty and No/100 (\$20.00) Dollars. LESSEE agrees to pay LESSOR said amount in annual installments of One and No/100 (\$1.00) Dollar each, beginning at the execution of this Lease, and payable on the 15th day of June of each year thereafter during the term of the Lease. LESSEE shall not be held in default for nonpayment of rent unless and until LESSOR give LESSEE ten (10) days notice in writing of said nonpayment.

Permitted Lease Use:

Recreational, education, social, and civic activities.

1. Lessee agrees to lease the Leased Premises for the Lease Term beginning on the Lease Commencement Date and ending on the Lease Termination Date.
2. Lessee may sublet the lease premises, or any portion thereof, to an organization, public, private or not-for-profit, that will be used for the purpose of providing recreational, educational, social, and/or civic activities for the general public.
3. Lessee shall have no authority to incur any obligations on behalf of Lessor, and Lessor is not obligated to furnish Lessee any equipment or improvements beyond those agreed to by the parties.
4. Lease may be terminated by either the LESSOR or LESSEE for breach of any and all provisions herein.

SIGNED:**LESSOR:**

Jefferson County, Texas

Title

Date

LESSEE:

City of Beaumont, Texas

Title

Date



EVERETTE "BO" ALFRED
COUNTY COMMISSIONER
PRECINCT 4
P.O. Box 4025
Beaumont, Texas 77704-4025

MARIO WATKINS
Executive Assistant

KENNETH MINKINS
Superintendent
Precinct 4 - Service Center

July 16, 2013

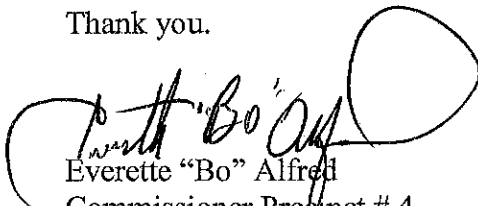
Ms. Loma George
Hon. Jeff Branick's Office

RE: Agenda Item

Please place this item on the Tuesday, July 23, 2013, Commissioners' Court Agenda.

Receive and file Certificate of Completion for Commissioner Everett Alfred. Commissioner Alfred attended a 1-hour training session regarding the Texas Open Meetings Act.

Thank you.



Everett "Bo" Alfred
Commissioner Precinct # 4

Enclosure

EA/nr

Bickerstaff Heath Delgado Acosta LLP

Certifies That

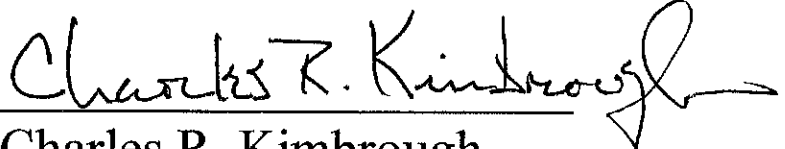
Commissioner Everette "Bo" Alfred

Attended A 1-Hour Training Session Regarding
The Texas Open Meetings Act

PUBLIC OFFICIALS TRAINING: OPEN MEETINGS
TEXAS OPEN MEETINGS ACT -- UPDATE

Presented at:
2013 Annual Education Conference of the North & East
Texas County Judges and Commissioners Association

Montgomery, Texas
July 11, 2013


Charles R. Kimbrough
Trainer

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PORT ARTHUR AND JEFFERSON COUNTY
FOR THE REPAVING OF KNAUTH ROAD**

The City of Port Arthur, acting by and through its City Manager, and Jefferson County, acting by and through its County Judge, agree to the following terms and conditions for funding the repaving of Knauth Road:

WHEREAS, Jefferson County will repave the total length of Knauth Road; and,

WHEREAS, the cost of the portion of the repaving project that is within the city limits of the City of Port Arthur is \$38,000; and,

WHEREAS, the City Council deems it in the public interest to expend \$38,000 for the repaving of this roadway serving the federal prison complex; now, therefore,

BE IT AGREED BY AND BETWEEN THE PARTIES:

SECTION ONE: That, the City of Port Arthur herein agrees to pay Jefferson County \$38,000 for the City owned portion of the repaving of Knauth Road.

SECTION TWO: That, pursuant to Section 791.011 of the Government Code, V.T.C.A., the City of Port Arthur will make payment to Jefferson County from current revenue available to the City. Said payment to be payable to "Jefferson County", referencing "Knauth Road" and to be made within 15 calendar days of the execution of this agreement by both parties.

SIGNED AND AGREED to on the 2nd day of July, 2013.

CITY OF PORT ARTHUR

By: 

Witnessed by: _____

JEFFERSON COUNTY

By: _____

Witnessed by: _____

RESOLUTION NO. 13-287

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PORT ARTHUR AND JEFFERSON COUNTY FOR REPAVING KNAUTH ROAD AND AUTHORIZING THE EXPENDITURE OF \$38,000 FOR THIS PROJECT. 001-1203-531.86-00.

WHEREAS, Knauth Road serves the federal prison complex off of Spur 93 (West Port Arthur Road) and is in need of repair; and,

WHEREAS, approximately 2,900 feet of this roadway is within the city limits of the City of Port Arthur, with the remainder under the jurisdiction of Jefferson County; and,

WHEREAS, Jefferson County intends repave the entire length of this roadway with the cost of the City-owned portion being \$38,000; and,

WHEREAS, the purpose of this project is to provide for access to the federal prison complex, and this project meets all the requirements of Section 791.011 of the Government Code, V.T.C.A.; and,

WHEREAS, the City Council deems it in the public interest to expend \$38,000 for the repaving of Knauth Road; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

THAT, the City Manager of the City of Port Arthur is hereby authorized and directed to execute on behalf of the City, an Interlocal Agreement between the City of Port Arthur and Jefferson County for the repaving of Knauth Road as shown on Exhibit "A" attached hereto and made a part hereof; and,

THAT, payment to Jefferson County in the amount of \$38,000 in accordance with the attached interlocal agreement is hereby authorized, funding being available in account 001-1203-531.86-00; and,

THAT, a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED this the 1st day of July, A.D. 2013 at a Regular meeting of the City of Port Arthur, Texas by the following vote: Ayes: ✓ Mayor: Prince; Mayor Pro Tem Williams
Councilmembers: Scott, Segler, Albright, Troy, Freeman and Thomas.

Noes: None.

Deloris Prince
Mayor

Attest:

Sherri Bellard
Sherri Bellard
City Secretary

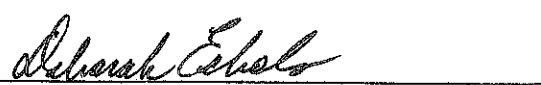
APPROVED AS TO FORM:

Valecia Tizeno
Valecia Tizeno
City Attorney

APPROVED FOR ADMINISTRATION:



Floyd T. Johnson
City Manager

Ross E. Blacketter, P.E.
Director of Public WorksAPPROVED AS TO AVAILABILITY OF
FUNDS:

Deborah Echols, CPA
Director of Finance

EXHIBIT A



RECEIVED
JUL 16 2013

**Texas General Land Office
Legal Services Division – MC 158
PO BOX 12873 / Austin, TX 78711-2873
512-475-4308 – Scottie.aplin@glo.texas.gov**

TRANSMITTAL OF DOCUMENTS – JULY 15, 2013

The Honorable Jeff Branick
Jefferson County Judge
1129 Pearl Street
Beaumont, TX 77701

RE: GLO CONTRACT NO. 11-239-000-4825, AMENDMENT NO. 2

Dear Mr. Branick:

Enclosed is the fully-executed signature page for your amendment to the above listed contract document.

Please do not hesitate to contact me if you have any questions. I can be reached at (512) 475-4308 or by email at Scottie.aplin@glo.texas.gov.

Best regards,

Scottie C. Aplin, Staff Attorney
GLO Legal Services Division

enclosures



**PROJECT COOPERATION AGREEMENT
GLO CONTRACT NO. 11-239-000-4825
CEPRA PROJECT NO. 1516
AMENDMENT NO. 2**

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

The **GENERAL LAND OFFICE** (the "GLO") and **JEFFERSON COUNTY, TEXAS**, the Qualified Project Partner ("QPP"), parties to that certain Project Cooperation Agreement effective May 2, 2011, and denominated GLO Contract No. 11-239-000-4825 (the "Contract"), as amended, now desire to further amend the Contract.

WHEREAS, due to unforeseen and unavoidable delays, the parties now desire to extend the term of the Contract; and

WHEREAS, this revision to the Contract will result in no additional encumbrance of funds by the parties;

NOW, THEREFORE, the parties hereby agree to amend and modify the Contract as follows:

1. **SECTION 3.01** of the Contract, **DURATION**, is hereby amended to reflect a termination date of August 31, 2014.
2. This Amendment No. 2 shall be effective as of September 1, 2013.
3. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 11-239-000-4825

CEPRA PROJECT NO. 1516

GENERAL LAND OFFICE



Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Date of execution: 7/10/12

SO LEGAL AH

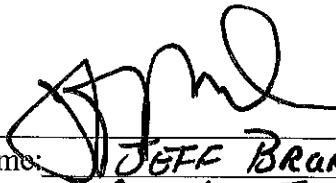
GRD DIV HSY

AGC P

GC WPK

M&W

JEFFERSON COUNTY



Name: JEFF BRANICK

Title: COUNTY JUDGE

Date of execution: 07-01-2013



MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everett Alfred

Date: July 16, 2013

RE: Transfer Funds

Please transfer **\$1,450** from account # 116-0609-452.30-84 (Minor Equipment) to account # 114-0409-431.60-02 (Computer Equipment) for additional cost of a new computer and software.

Thank you.

EA/nr

Fran Lee

From: Fred Jackson <fjackson@co.jefferson.tx.us>
Sent: Tuesday, July 16, 2013 10:13 AM
To: 'Fran Lee'
Cc: 'Jeff Branick'

Fran, pursuant to our conversation, I am, at the request of the Judge, asking that you move \$1,600.00 from our current contractual services to allow for the purchase of one computer for our office. This will reduce our budget request for the coming year by that \$1,600.00 for that specific request.

Additionally, as I explained, we will need to increase our request for contractual services budget line for the upcoming budget by \$15,000.00 for court reporter fees mandated by law. If you have any questions, please call me.

Fred L. Jackson

Attorney to County Judge
Jefferson County, Texas
P.O. Box 4025
Beaumont, TX 77704
(409) 835-8466
Fax: (409) 839-2311
fjackson@co.jefferson.tx.us

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: JULY 17, 2013

The following budget amendment for is necessary for General Services for additional cost for Termination Allowance Please call if you have any questions.

120-1024-419-1099	Termination Allowance	\$100,000
120-1024-419-2002	Employees Retirement	\$ 25,000
120-9999-415-9999	Contingency	\$ 6,872
110-2027-412-5055	Petit Jurors	\$85,000
120-1024-419-5077	Contractual Services	\$33,128

58th District Court

Memo

To: Fran Lee
From: Bob Wortham, 58th District Court
Date: July 17, 2013
Re: Interseries Budget Transfers

Please make the following interseries budget transfer:

From:	120-2033-412-50-62	Travel Expense	\$1,298.00
	120-2033-412-50-21	Dues	932.00
	120-2033-412-40-52	Postage	112.00
To:	120-2033-412-30-84	Minor Equipment	\$2,342.00

The request is made for the purchase of a new security monitor and camera for replacement of the existing equipment which no longer works.





SOUTHWEST
BUILDING SYSTEMS
INNOVATIVE ELECTRONIC SOLUTIONS

1530 Highway 327 West
Silsbee, Texas 77656
Phone: (409) 385-3971
Fax: (409) 385-5550
www.sbstx.net

Date: 07/16/13
To: Shedred L. Williams Jr.
Company: Jefferson County
Re: Camera System - 58th District Court

Southwest Building Systems (SBS) is pleased to provide this informational correspondence quotation for the above referenced project.

Scope of Work: Providing labor necessary to install the following equipment:

Make	Model #	Description	Qty
Honeywell	HD41	620T 2.8-12MM Indoor Dome Camera	2
Speco	SO-PSW5	1000MA (1 AMP) 12VDC Power Supply	2
Digital Watchdog	DW-VF43T	4 Channel 3 Terabyte DVR	1
Everfocus	F8-EN7519SP	19" LCD MONITOR BNC VGA	1
Cable	RG59/U-S-CCA-BK	RG59/U 95pct Copper + 18AWG 2C Siamese PVC	1
Connector	QUE-CBN-2110	2 PC. BNC MALE CRIMP FOR RG59/62 PVC	4

Total Price (tax excluded): _____ \$2,342.00

Proposal accepted by: _____ Date: _____ P.O. # _____

Attached with quotation please review the SBS include/exclude form as an integral part of this bid.

Special Instructions: This quote is valid for 30 days from the above date. After this date please contact our office for a revised quotation.

Terms: 1% net 10, standard is Net 20 date of invoice. Interest as allowed by law will be assessed for all late payments. Master Card and Visa accepted.

For more information please visit our web site at: <http://www.sbstx.net>

Sincerely,

Brent Thornhill

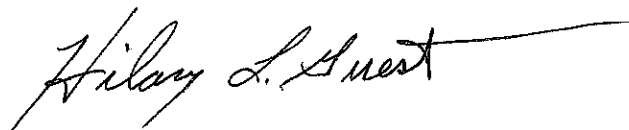
**Jefferson County
Veteran Service
Office**

Memo

To: Fran
From: Hilary Guest
CC:
Date: July 15, 2013
Re: Budget Transfer

I am requesting to transfer \$200.00 from Extra Help (10-05) to Postage (40-52) to cover our cost for the remaining fiscal year.

Thank you,



Hilary Guest

Veteran Service Officer

Fran Lee

From: Alex Rupp <arupp@co.jefferson.tx.us>
Sent: Wednesday, July 17, 2013 3:48 PM
To: 'Fran Lee'
Cc: 'Rhonda Brode'
Subject: Budget Adjustment

Fran, I would like to transfer the following funds to cover budget overages.

Account	Description	Increase	Decrease
510.7091.463.40-56	Electricity		41,970
510.7091.463.10-99	Termination Allowance	12,800	
510.7091.463.20-05	Unemployment Compensation	6,820	
510.7091.463.50-40	Liability Insurance	21,960	
510.7091.463.50-53	Rent-Equipment	390	

We have experienced a substantial savings in Electricity usage.

Please let me know if you have any questions.

Thank you,

Alex Rupp
 Jack Brooks Regional Airport
 4875 Parker Dr
 Beaumont, TX 77705
 Tel 409.719.4900
 Fax 409.722.2830

Like us on FaceBook!!
Flights 4x Daily to DFW via American Eagle.

PGM: GMCOMMV2	DATE 07-22-2013	PAGE: 1 138 TOTAL
NAME	AMOUNT	CHECK NO.
JURY FUND		
CASH ADVANCE ACCOUNT	968.00	382697
TRI-CITY COFFEE SERVICE	276.35	382744
WARREN'S DO-NUTS	46.00	382808
		1,290.35**
ROAD & BRIDGE PCT.#1		
HILO / O'REILLY AUTO PARTS	21.37	382646
CARQUEST AUTO PARTS # 96	118.44	382667
EASTEX FARM & HOME SUPPLY	16.80	382678
ENTERGY	96.92	382688
M&D SUPPLY	11.16	382702
SANITARY SUPPLY, INC.	66.68	382729
TRI-CON, INC.	4,340.66	382743
WASTE MGT. GOLDEN TRIANGLE, INC.	70.17	382746
EDDIE ARNOLD	352.47	382801
		5,094.67**
ROAD & BRIDGE PCT.#2		
APAC, INC. - TROTTI & THOMSOM	547.89	382657
EASTEX RUBBER & GASKET	105.68	382680
MUNRO'S	53.20	382712
RITTER LUMBER CO.	17.32	382726
AT&T	85.74	382736
TRI-CON, INC.	8,380.93	382743
WASTE MGT. GOLDEN TRIANGLE, INC.	75.49	382746
LOWE'S HOME CENTERS, INC.	634.60	382786
CENTERPOINT ENERGY RESOURCES CORP	68.14	382802
ROWEKAMP	2,000.00	382880
		11,968.99**
ROAD & BRIDGE PCT. # 3		
CITY OF PORT ARTHUR - WATER DEPT.	22.35	382670
ENTERGY	28.44	382688
CASH ADVANCE ACCOUNT	165.53	382697
MUNRO'S	22.45	382712
TRI-CON, INC.	1,626.30	382743
WALMART COMMUNITY BRC	59.88	382769
SOLAR	460.68	382774
LOWE'S HOME CENTERS, INC.	3.16	382786
LANSDOWNE-MOODY CO	13.11	382813
MARTIN PRODUCT SALES LLC	2,390.00	382815
		4,791.90**
ROAD & BRIDGE PCT.#4		
ABLE FASTENER, INC.	80.10	382645
SPIDLE & SPIDLE	469.12	382649
CASH ADVANCE ACCOUNT	407.07	382697
M&D SUPPLY	184.31	382702
MUNRO'S	76.32	382712
NAPA AUTO PARTS	371.71	382713
OIL CITY TRACTORS, INC.	20.34	382717
PARTS EXCHANGE COMPANY, INC.	240.00	382719
PHILPOTT MOTORS, INC.	30.00	382722
AT&T	73.04	382736
UNITED STATES POSTAL SERVICE	2.30	382771
MARTIN PRODUCT SALES LLC	6,796.23	382815
KNIFE RIVER	260.42	382822
MARIO WATKINS	96.00	382837
SAM'S CLUB DIRECT	119.52	382871
ASCO	1,257.17	382878
		10,483.65**
ENGINEERING FUND		
OFFICE DEPOT	387.40	382716
TRI-CITY COFFEE SERVICE	132.75	382744
		520.15**
PARKS & RECREATION		
W. JEFFERSON COUNTY M.W.D.	1,205.00	382747
WALMART COMMUNITY BRC	125.26	382769
LOWE'S HOME CENTERS, INC.	98.58	382786

PGM: GMCOMMV2	DATE 07-22-2013		PAGE: 2 139 TOTAL
NAME	AMOUNT	CHECK NO.	
TRIANGLE WASTE SOLUTIONS	310.80	382807	
GENERAL FUND			1,739.64**
PETTY CASH - SHERIFF'S OFFICE	500.00	382721	
MOTOROLA SOLUTIONS INC	554,063.38	382756	
TAX OFFICE			554,563.38*
CURTIS 1000, INC.	841.08	382674	
OFFICE DEPOT	339.47	382716	
UNITED STATES POSTAL SERVICE	1,041.73	382771	
COUNTY HUMAN RESOURCES			2,222.28*
BEAUMONT FAMILY PRACTICE ASSOC.	40.00	382660	
PRE CHECK, INC.	70.25	382765	
UNITED STATES POSTAL SERVICE	7.58	382771	
AUDITOR'S OFFICE			117.83*
UNITED STATES POSTAL SERVICE	34.32	382771	
COUNTY CLERK			34.32*
OFFICE DEPOT	253.92	382716	
DECISION ONE CORPORATION	180.00	382751	
UNITED STATES POSTAL SERVICE	574.68	382771	
COUNTY JUDGE			1,008.60*
LAIROD DOWDEN, JR.	500.00	382677	
FED EX	62.61	382683	
WEST PUBLISHING CORPORATION	116.58	382749	
JEFF R BRANICK	629.09	382817	
GRACE NICHOLS	200.00	382838	
RISK MANAGEMENT			1,508.28*
UNITED STATES POSTAL SERVICE	2.90	382771	
COUNTY TREASURER			2.90*
UNITED STATES POSTAL SERVICE	15.33	382771	
PRINTING DEPARTMENT			15.33*
OLMSTED-KIRK PAPER	3,271.09	382718	
STAR GRAPHICS COPIERS, INC.	506.50	382737	
PURCHASING DEPARTMENT			3,777.59*
BEAUMONT ENTERPRISE	896.89	382681	
HERNANDEZ OFFICE SUPPLY, INC.	37.00	382690	
OFFICE DEPOT	133.74	382716	
PORT ARTHUR NEWS, INC.	2,511.19	382723	
UNITED PARCEL SERVICE	20.96	382745	
UNITED STATES POSTAL SERVICE	26.68	382771	
GENERAL SERVICES			3,626.46*
B&L MAIL PRESORT SERVICE	1,370.56	382658	
CASH ADVANCE ACCOUNT	65.00	382697	
TIME WARNER COMMUNICATIONS	191.99	382740	
MOTOROLA SOLUTIONS INC	35,903.60	382756	
TEXAS COFFEE COMPANY	42.73	382757	
VELOCITY EXPRESS	161.48	382767	
DATA PROCESSING			37,735.36*
JOHN FERRARA	402.99	382794	
VOTERS REGISTRATION DEPT			402.99*

PGM: GMCOMMV2	DATE 07-22-2013	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	131.99	382771
ELECTIONS DEPARTMENT		131.99*
OFFICE DEPOT	34.99	382716
ELECTION SYSTEMS & SOFTWARE, INC.	1,978.14	382761
WALMART COMMUNITY BRC	60.91	382769
UNITED STATES POSTAL SERVICE	13.48	382771
SIERRA SPRING WATER CO. - BT	16.09	382773
DISTRICT ATTORNEY		2,103.61*
TEXAS DISTRICT & COUNTY ATTY ASSN.	800.00	382741
TRIANGLE BLUE PRINT CO., INC.	18.00	382742
WEST PUBLISHING CORPORATION	1,590.96	382749
UNITED STATES POSTAL SERVICE	390.65	382771
PACER SERVICE CENTER	32.10	382778
CHILD ABUSE & FORENSIC SERVICES	250.00	382781
SETAP	45.00	382833
DISTRICT CLERK		3,126.71*
UNITED STATES POSTAL SERVICE	291.41	382771
CRIMINAL DISTRICT COURT		291.41*
DOUGLAS M. BARLOW, ATTORNEY AT LAW	900.00	382659
CASH ADVANCE ACCOUNT	949.18	382697
RONALD E. LANIER	1,400.00	382753
KEVIN S. LAINE	800.00	382754
JOHN D WEST	600.00	382764
UNITED STATES POSTAL SERVICE	.77	382771
RYAN GERTZ	600.00	382846
JAMES R. MAKIN, P.C.	457.50	382854
ALEX BILL III	800.00	382856
58TH DISTRICT COURT		6,507.45*
SOUTHEAST TEXAS WATER	29.95	382734
NOVA	88.05	382826
136TH DISTRICT COURT		118.00*
UNITED STATES POSTAL SERVICE	.38	382771
252ND DISTRICT COURT		.38*
DAVID GROVE	2,000.00	382651
THOMAS J. BURBANK, P.C.	1,600.00	382663
LINDA C. CANSLER	600.00	382666
TRAVIS EVANS	600.00	382682
JOHN E. MACEY	800.00	382703
RONALD E. LANIER	600.00	382753
JOHN D WEST	650.00	382764
UNITED STATES POSTAL SERVICE	75.82	382771
LEXIS-NEXIS	46.00	382772
LANGSTON ADAMS	1,200.00	382788
SHEIGH SUMMERLIN	1,092.80	382811
LUKE NICHOLS	900.00	382814
RYAN GERTZ	800.00	382846
SOUTHEAST TEXAS PSYCHIATRY PA	2,380.00	382862
RIGHT TIME EDUCATIONAL SUPPORT SYS.	1,250.00	382864
279TH DISTRICT COURT		14,594.62*
PHILLIP DOWDEN	500.00	382656
LINDA C. CANSLER	325.00	382666
LAIRON DOWDEN, JR.	475.00	382677
TERRENCE HOLMES	325.00	382691
CASH ADVANCE ACCOUNT	1,375.20	382697
ANITA F. PROVO	150.00	382725
UNITED STATES POSTAL SERVICE	.38	382771
GLEN M. CROCKER	325.00	382775

PGM: GMCOMMV2	DATE 07-22-2013	PAGE: 4
NAME	AMOUNT	CHECK NO.
		TOTAL
LANGSTON ADAMS	1,050.00	382788
KIMBERLY PHELAN, P.C.	487.50	382810
TONYA CONNELL TOUPS	75.00	382824
RONALD PLESSALA	1,000.00	382832
GREMILLION LAW, P.C.	500.00	382865
CARROLL WILBORN JR	76.94	382881
		6,665.02*
317TH DISTRICT COURT		
CONFERENCE FUND - JUDICIAL SECTION	250.00	382758
UNITED STATES POSTAL SERVICE	.84	382771
JUDY PAASCH	2,189.54	382800
		2,440.38*
JUSTICE COURT-PCT 1 PL 1		
UNITED STATES POSTAL SERVICE	129.19	382771
		129.19*
JUSTICE COURT-PCT 1 PL 2		
UNITED STATES POSTAL SERVICE	9.20	382771
		9.20*
JUSTICE COURT-PCT 4		
AT&T	73.04	382736
INDEPENDENT STATIONERS	431.95	382855
		504.99*
JUSTICE COURT-PCT 6		
UNITED STATES POSTAL SERVICE	74.99	382771
		74.99*
JUSTICE OF PEACE PCT. 8		
CASH ADVANCE ACCOUNT	801.52	382697
		801.52*
COUNTY COURT AT LAW NO.1		
UNITED STATES POSTAL SERVICE	5.91	382771
LEXIS-NEXIS	43.00	382772
SIERRA SPRING WATER CO. - BT	66.64	382773
		115.55*
COUNTY COURT AT LAW NO. 2		
CASH ADVANCE ACCOUNT	1,107.94	382697
RONALD E. LANIER	250.00	382753
UNITED STATES POSTAL SERVICE	.92	382771
NORMAN DESMARAIS JR.	300.00	382844
ANITA U SEPEDA	100.00	382851
		1,758.86*
COUNTY COURT AT LAW NO. 3		
UNITED STATES POSTAL SERVICE	47.06	382771
JOEL WEBB VAZQUEZ	250.00	382797
		297.06*
COURT MASTER		
JUDGE LARRY GIST	2,766.80	382685
HERBERT L. JAMISON & CO.	1,522.42	382694
CASH ADVANCE ACCOUNT	1,075.54	382697
TEXAS ASSN. FOR COURT ADMINISTRATIO	250.00	382739
UNITED STATES POSTAL SERVICE	6.33	382771
		5,621.09*
MEDIATION CENTER		
UNITED STATES POSTAL SERVICE	5.38	382771
		5.38*
SHERIFF'S DEPARTMENT		
DALLAS CHILDRENS ADVOCACY CENTER	465.00	382676
KAY ELECTRONICS, INC.	72.00	382698
MCNEILL INSURANCE AGENCY	71.00	382707
MOORMAN & ASSOCIATES, INC.	300.00	382711
OFFICE DEPOT	180.12	382716
ROGERS AUTO PARTS, INC.	42.99	382727

PGM: GMCOMMV2	DATE 07-22-2013	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
HENRY SCHEIN, INC.	144.85	382730
AT&T	116.80	382736
UNITED STATES POSTAL SERVICE	1,093.63	382771
CODE BLUE	3,801.00	382796
TIME WARNER CABLE BUSINESS CLASS	602.82	382816
CRIME LABORATORY		6,890.21*
ALLTECH ASSOCIATES, INC	73.84	382650
DPS GENERAL SERVICES BUREAU	150.00	382675
FISHER SCIENTIFIC	89.37	382684
W.W. GRAINGER, INC.	92.55	382686
OFFICE DEPOT	302.80	382716
SOUTHEAST TEXAS WATER	304.61	382734
SPECTRUM LABORATORY PRODUCTS	167.59	382789
SAFARILAND	59.37	382845
BRIDGE CITY LOCK AND KEY	120.00	382861
JAIL - NO. 2		1,360.13*
HERNANDEZ OFFICE SUPPLY, INC.	1,106.49	382690
HYGEIA CHEMICAL CO.	488.80	382692
JACK BROOKS REGIONAL AIRPORT	796.18	382696
MOORE SUPPLY, INC.	219.80	382710
PETTY CASH - SHERIFF'S OFFICE	18.00	382720
SANITARY SUPPLY, INC.	4,735.24	382729
SHERWIN-WILLIAMS	276.23	382732
AT&T	1,346.84	382736
WASTE MGT. GOLDEN TRIANGLE, INC.	170.00	382746
WHOLESALE ELECTRIC SUPPLY CO.	47.00	382750
UNIVAR USA, INC.	1,968.60	382762
LONE STAR UNIFORMS, INC.	882.70	382787
PORTER-STRAIT INSTRUMENT CO., INC.	1,300.00	382805
DEFENSE FINANCE AND ACCOUNTING	2,142.78	382809
ACADIAN AMBULANCE SERVICE	549.50	382831
FIRETROL PROTECTION SYSTEMS, INC.	560.00	382836
FIVE STAR CORRECTIONAL SERVICE	31,689.83	382849
SHOE CORPORATION OF BIRMINGHAM INC	495.60	382858
LIQUID CAPITAL EXCHANGE INC	1,290.79	382859
HERITAGE FOOD SERVICE EQUIPMENT	186.04	382863
CONSTELLATION NEWENERGY - GAS DIVIS	4,895.82	382875
JUVENILE PROBATION DEPT.		55,166.24*
EDWARD B. GRIPON, M.D., P.A.	1,850.00	382687
STAR GRAPHICS COPIERS, INC.	127.09	382737
UNITED STATES POSTAL SERVICE	25.72	382771
WILBERT PIERRE	70.63	382868
BEAUMONT MENTAL HEALTH ASSOCIATES	295.00	382883
JUVENILE DETENTION HOME		2,368.44*
ALL STAR PLUMBING	3,012.74	382655
CASH ADVANCE ACCOUNT	380.96	382697
WASTE MGT. GOLDEN TRIANGLE, INC.	195.00	382746
OAK FARM DAIRY	266.50	382752
FLOWERS FOODS	130.59	382793
CENTERPOINT ENERGY RESOURCES CORP	633.09	382802
KAREN ROBERTS	200.00	382839
CONSTABLE PCT 1		4,818.88*
KIRKSEY'S SPRINT PRINTING	638.79	382700
PHILPOTT MOTORS, INC.	310.00	382722
UNITED STATES POSTAL SERVICE	72.13	382771
CONSTABLE-PCT 2		1,020.92*
OFFICE DEPOT	68.17	382716
CONSTABLE-PCT 4		68.17*
KAY ELECTRONICS, INC.	35.75	382698

PGM: GMCOMMV2	DATE 07-22-2013	AMOUNT	CHECK NO.	PAGE: 6 143 TOTAL
AT&T		36.52	382736	
CONSTABLE-PCT 6				72.27*
TEXAS STATE UNIVERTY/SAN MARCOS		100.00	382735	
UNITED STATES POSTAL SERVICE		13.44	382771	
AGRICULTURE EXTENSION SVC				113.44*
STARLA B. GARLICK		1,310.50	382647	
WALMART COMMUNITY BRC		43.21	382769	
UNITED STATES POSTAL SERVICE		1.54	382771	
BARBARA EVANS		64.98	382835	
M J EBELING		91.53	382873	
HEALTH AND WELFARE NO. 1				1,511.76*
CALVARY MORTUARY		1,500.00	382665	
CLAYBAR FUNERAL HOME, INC.		1,968.00	382672	
ENTERGY		152.01	382689	
MERCY FUNERAL HOME		1,500.00	382708	
UNITED STATES POSTAL SERVICE		64.73	382771	
CENTERPOINT ENERGY RESOURCES CORP		70.00	382803	
HEB FOOD DRUG		45.00	382874	
HEALTH AND WELFARE NO. 2				5,299.74*
CITY OF PORT ARTHUR - WATER DEPT.		56.67	382671	
TEXAS GAS SERVICE		27.28	382791	
CHILD WELFARE UNIT				83.95*
BEAUMONT OCCUPATIONAL SERVICE, INC.		453.20	382780	
J.C. PENNEY'S		525.98	382782	
SEARS COMMERICAL CREDIT		289.76	382783	
ENVIRONMENTAL CONTROL				1,268.94*
AT&T		29.08	382736	
INDIGENT MEDICAL SERVICES				29.08*
CARDINAL HEALTH - HOUSTON		13,241.22	382779	
LOCAL GOVERNMENT SOLUTIONS LP		3,773.00	382825	
MAINTENANCE-BEAUMONT				17,014.22*
AAA LOCK & SAFE		75.00	382643	
CINTAS, INC.		157.23	382668	
CITY OF BEAUMONT - CASH MANAGEMENT		16.50	382669	
M&D SUPPLY		20.04	382702	
MCCOWN PAINT & SUPPLY OF TEXAS		311.82	382705	
TRI-CON, INC.		910.04	382743	
WOODWORKERS PARADISE		228.59	382755	
ADVANCE COMMUNICATIONS SYSTEM		21,427.80	382806	
DOMINICK FARACI		526.00	382812	
FIRETROL PROTECTION SYSTEMS, INC.		867.85	382836	
AI FILTER SERVICE COMPANY		732.70	382866	
MAINTENANCE-PORT ARTHUR				25,273.57*
JOHNSTONE SUPPLY		319.24	382652	
SOLAR		24.80	382774	
LOWE'S HOME CENTERS, INC.		336.85	382786	
PARKER LUMBER		38.43	382850	
DALE'S POOLS		179.16	382876	
MAINTENANCE-MID COUNTY				898.48*
ACE IMAGEWEAR		54.66	382731	
WASTE MGT. GOLDEN TRIANGLE, INC.		155.77	382746	
W. JEFFERSON COUNTY M.W.D.		25.91	382747	
SERVICE CENTER				236.34*

PGM: GMCOMMV2	DATE 07-22-2013	PAGE: 7 144 TOTAL
NAME	AMOUNT	CHECK NO.
CLASSIC CHEVROLET	584.94	382644
A-LINE FRONT END & BRAKE	235.50	382653
KINSEL FORD, INC.	2,439.74	382699
M&D SUPPLY	30.55	382702
PHILPOTT MOTORS, INC.	549.11	382722
AT&T	28.55	382736
TRI-CON, INC.	15,283.97	382743
PETROLEUM TRADERS CORPORATION	21,302.37	382766
SHELL	370.58	382792
BUMPER TO BUMPER	1,285.40	382799
TIME WARNER CABLE BUSINESS CLASS	79.95	382816
ROBERT'S TEXACO XPRESS LUBE	290.00	382834
UNIFIRST HOLDINGS INC	17.46	382843
COUNTY LINE DIESEL	95.00	382847
MIGHTY OF SOUTHEAST TEXAS	85.40	382860
SPANKY'S WRECKER SERVICE INC	125.00	382869
VETERANS SERVICE		42,803.52*
UNITED STATES POSTAL SERVICE	6.86	382771
HILARY GUEST	122.12	382790
MOSQUITO CONTROL FUND		128.98* 816,740.00**
GREYHOUND PACKAGE EXPRESS	71.20	382654
JACK BROOKS REGIONAL AIRPORT	244.99	382696
MUNRO'S	91.90	382712
ROGERS AUTO PARTS, INC.	6.26	382727
SANITARY SUPPLY, INC.	23.70	382729
WASTE MGT. GOLDEN TRIANGLE, INC.	84.70	382746
NEDERLAND HARDWARE SUPPLY	15.49	382748
CENTERPOINT ENERGY RESOURCES CORP	24.86	382802
AIRGAS SOUTHWEST	278.10	382827
INTERSTATE ALL BATTERY CENTER - BMT	95.90	382841
LAW LIBRARY FUND		937.10**
WEST PUBLISHING CORPORATION	4,493.56	382749
JUVENILE TJPC-A-2012-123		4,493.56**
GLEN MILLS SCHOOLS	4,147.50	382709
BI INCORPORATED	349.00	382760
CORNELL ABRAXAS GROUP, INC.	8,295.00	382785
JUVENILE PROB & DET. FUND		12,791.50**
HARRISON COUNTY JUVENILE SERVICES	2,700.00	382784
COMMUNITY SUPERVISION FND		2,700.00**
TDCJ - CASHIER'S OFFICE	70.00	382664
FED EX	34.38	382683
JEFFERSON CTY. COMMUNITY SUP.	982.79	382695
OFFICE DEPOT	792.87	382716
WASTE MGT. GOLDEN TRIANGLE, INC.	135.00	382746
UNITED STATES POSTAL SERVICE	109.34	382771
JCCSC	126.00	382853
JEFF. CO. WOMEN'S CENTER		2,250.38**
AIR COMFORT, INC.	3,607.39	382648
ECOLAB	82.95	382679
W.W. GRAINGER, INC.	376.48	382686
ISI COMMERCIAL REFRIGERATION	219.00	382693
LUBE SHOP	41.24	382701
MARKET BASKET	432.85	382704
KIM MCKINNEY, LPC, LMFT	70.00	382706
OFFICE DEPOT	2,246.40	382716
PREMIUM PLUMBING	834.80	382724
SANITARY SUPPLY, INC.	1,098.39	382729
SOUTHEAST TEXAS MEDICAL ASSOCIATES	150.00	382733

PGM: GMCOMMV2	DATE 07-22-2013	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
AT&T	124.73	382736
SYSCO FOOD SERVICES, INC.	1,264.61	382738
OAK FARM DAIRY	290.31	382752
TEXAS FIRE & COMMUNICATIONS	127.50	382763
TOWER COMMUNICATIONS, INC.	60.00	382768
TALON INSURANCE AGENCY, LTD	500.00	382777
BEN E KEITH FOODS	1,406.46	382795
ATTABOY TERMITE & PEST CONTROL	50.00	382842
SAM'S CLUB DIRECT	903.61	382871
		13,886.72**
COUNTY CLK RECORDS ARCHIV		
MANATRON	19,366.00	382823
		19,366.00**
DEPUTY SHERIFF EDUCATION		
CASH ADVANCE ACCOUNT	484.03	382697
		484.03**
HOTEL OCCUPANCY TAX FUND		
M&D SUPPLY	11.63	382702
MUNRO'S	86.50	382712
WASTE MGT. GOLDEN TRIANGLE, INC.	80.49	382746
CDW COMPUTER CENTERS, INC.	1,896.86	382759
UNITED STATES POSTAL SERVICE	18.49	382771
STARS OVER TEXAS SOFTBALL	3,000.00	382819
STARS OVER TEXAS SOFTBALL	5,500.00	382820
LA RUE ROUGEAU	63.28	382821
JESSIE DAVIS	38.99	382828
TOP DOG SOFTBALL CLUB	2,200.00	382829
HECTOR BARRERA	13.56	382867
		12,909.80**
CRIME LAB FUNDING CJD		
FISHER SCIENTIFIC	334.82	382684
		334.82**
CAPITAL PROJECTS FUND		
FAUST ENGINEERING & SURVEYING INC	1,461.38	382882
		1,461.38**
AIRPORT FUND		
BISHOP REAL ESTATE APPRAISERS	1,500.00	382661
BRANCE KRACHY CO., INC.	688.46	382662
CINTAS, INC.	32.51	382668
COASTAL WELDING SUPPLY	237.64	382673
W.W. GRAINGER, INC.	174.96	382686
NOACK LOCKSMITH	18.00	382714
ROGERS AUTO PARTS, INC.	404.00	382727
RALPH'S INDUSTRIAL ELECTRONICS	7.94	382728
AT&T	587.85	382736
TRI-CITY COFFEE SERVICE	45.25	382744
WASTE MGT. GOLDEN TRIANGLE, INC.	655.73	382746
NEDERLAND HARDWARE SUPPLY	57.45	382748
CENTERPOINT ENERGY RESOURCES CORP	186.96	382802
DISH NETWORK	83.62	382818
ASCENT AVIATION GROUP INC	51,607.63	382830
FIRETROL PROTECTION SYSTEMS, INC.	2,219.30	382836
LAMAR ADVERTISING	1,401.00	382840
UNIFIRST HOLDINGS INC	80.25	382843
DABNEY GARAGE DOORS	825.00	382870
CRAWFORD ELECTRIC SUPPLY COMPANY	217.05	382872
		61,030.60**
SE TX EMP. BENEFIT POOL		
GROUP ADMINISTRATIVE CONCEPTS INC	88,329.52	382852
		88,329.52**
SETEC FUND		
ALLIANCE MECHANICAL SERVICES	2,600.00	382798
		2,600.00**
LIABILITY CLAIMS ACCOUNT		

PGM: GMCOMMV2	DATE 07-22-2013	PAGE: 9
NAME	AMOUNT	CHECK NO. TOTAL
DUNHAM HALLMARK PLLC	2,704.99	382857
ERIC PAUL EDWARDSON	2,572.50	382877
		5,277.49**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	5,350.16	382804
		5,350.16**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	10,695.00	382615
CLEAT	378.00	382616
JEFFERSON CTY. TREASURER	19,305.44	382617
RON STADTMUELLER - CHAPTER 13	1,925.00	382618
INTERNAL REVENUE SERVICE	150.00	382619
INTERNAL REVENUE SERVICE	2,863.63	382620
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,160.00	382621
JEFFERSON CTY. COMMUNITY SUP.	9,690.81	382622
JEFFERSON CTY. TREASURER - HEALTH	386,624.94	382623
JEFFERSON CTY. TREASURER - GENERAL	20.00	382624
JEFFERSON CTY. TREASURER - PAYROLL	1,557,656.38	382625
JEFFERSON CTY. TREASURER - PAYROLL	640,288.63	382626
MONY/MLOA	337.65	382627
POLICE & FIRE FIGHTERS' ASSOCIATION	3,476.53	382628
TGSLC	527.94	382629
UNITED WAY OF BEAUMONT& N JEFFERSON	52.72	382630
JEFFERSON CTY. TREASURER - TCDRS	570,526.05	382631
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,283.31	382632
JEFFERSON COUNTY TREASURER	2,345.33	382633
JEFFERSON COUNTY - TREASURER -	4,744.57	382634
NECHES FEDERAL CREDIT UNION	68,118.36	382635
DEPARTMENT OF SOCIAL SERVICES	140.76	382636
JEFFERSON COUNTY - NATIONWIDE	77,525.32	382637
TENNESSEE CHILD SUPPORT	115.38	382638
FMS DMS PIONEER	34.62	382639
SBA - U S DEPARTMENT OF TREASURY	168.49	382640
ACCOUNT CONTROL TECHNOLOGY, INC.	173.48	382641
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	382642
		3,365,445.57**
MARINE DIVISION		
JACK BROOKS REGIONAL AIRPORT	586.22	382696
TRI-CON, INC.	15,935.40	382743
SIERRA SPRING WATER CO. - BT	60.63	382773
SABINE PASS PORT AUTHORITY	443.92	382776
		17,026.17**
ASAP - CONSTABLE PCT 8		
COASTAL BUSINESS FORMS	595.65	382879
		595.65**
PORT SECURITY GRANT 2010		
PORT OF BEAUMONT	242,231.00	382848
		242,231.00**
		4,712,130.80***



July 16, 2013

John Steen
Secretary of State of Texas
Elections Division
P.O. Box 12060
Austin, Texas 78711-2060

RE: Countywide Polling Place Program for the November 5, 2013, Joint Election
In Jefferson County, Texas

Application for Participation in Countywide Polling Place Program

Jefferson County, Texas, hereby makes application to John Steen, Texas Secretary of State, for participation in the Countywide Polling Location Program as authorized under Election Code Sec. 43.007 and in support thereof gives the following information:

Jefferson County's current population is 252,273.

Jefferson County currently has 142,498 registered voters.

Jefferson County utilizes the Election System and Software System, comprised of direct recording electronic (DRE) voting terminals and a M650 Scanner to scan paper ballots. This system has been in place since October of 2006, and is used in every polling location both for early voting and Election Day.

Jefferson County has implemented a computerized voter registration list that allows an election officer at the polling place to verify that a voter has not previously voted in the election. This system utilizing EA Tablet poll books has been in place since the May 11, 2013, Joint Election, and is used in every polling location both for early voting and Election Day.

A public hearing was held on Tuesday, July 23, 2013, at 1:30 p.m. as an agenda item on the scheduled Commissioner's Court meeting. (Audio disk of the public hearing is attached)

The Jefferson County Commissioner's Court approved submitting an Application for Participation in the Countywide Polling Place Program to the Texas Secretary of State on July 23, 2013, immediately following the public hearing on the plan. (See attached minutes)

Elected Officials, party officials, poll workers, and political subdivisions within the county were notified via email of the public hearing and their comments solicited (notification emails and emailed responses are attached)

Each countywide polling place will allow a voter to vote in the same elections in which the voter would be entitled to vote in the county election precinct in which the voter resides. In selecting countywide polling places, a county must adopt a methodology for determining where each polling place will be located.

The county determined to utilize the usual number of fifty-seven (57) Election Day polling locations at this time. This is the same number of polling locations used for the last countywide election held on November 6, 2012. These are also the same physical locations as used in the last countywide election except for two (2) which were changed to more accessible buildings with better parking for voters in the same precinct as the previous locations. This determination of methodology was made in order to minimize voter confusion by utilizing polling locations familiar to all county voters. The locations were determined through dialogue with precinct judges, party officials, poll workers and county commissioners.

Election judges and alternates appointed from lists submitted by the respective political parties will be utilized within their respective precincts.

The Jefferson County contract with political subdivisions mandates that the designated county polling locations and poll workers will be utilized for all elections. This agreement has been executed by those political subdivisions requesting to contract with us.

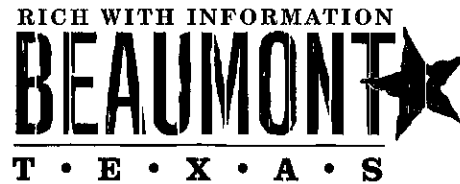
During each election cycle a notice of all polling locations is posted on the County Clerk's election website and is published in a newspaper of general circulation in the county. The County Clerk's and Voter Registrar's offices are staffed from 6:00 a.m. until after 7:00 p.m. on Election Day to answer any questions from voters about where to vote. As required, a notice of the location of the nearest countywide polling place will be posted on election day at each polling place used in the previous general election for state and county officers that is not used as a countywide polling place. There are only two (2) such locations as explained previously. (See attached Communication Plan)

Signed and executed this the 23rd day of July, 2013.

Jeff Branick, County Judge

Approved and
Attested on 7/23/13:

Carolyn Guidry, County Clerk



THE STATE OF TEXAS
COUNTY OF JEFFERSON

§
§
§

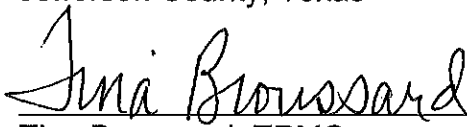
CERTIFICATE OF COPY OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office, that the attached instruments are, true, and correct copies of an **Inter-Local Agreement between Jefferson County, TX, City of Beaumont, TX and City of Port Arthur, TX**, as provided by and maintained in the records of the Beaumont Police Department of the City of Beaumont, Jefferson County, Texas.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 17th day of July, 2013.



City of Beaumont,
Jefferson County, Texas


Tina Broussard, TRMC
City Clerk

Resolution No. 13-144

The State of Texas)(
 County of Jefferson)(
 City of Beaumont, Texas)(
 City of Port Arthur, Texas)

Know All by These Present

Inter-Local Agreement

Between the County of Jefferson, Texas; City of Beaumont, Texas; and City of Port Arthur, Texas
 2013 Edward Byrne Justice Assistance Grant (JAG) Program Award

This Agreement is made and entered into this 9th day of July, 2013, by and between The County of Jefferson, Texas acting by and through its governing body, the Commissioners Court; the City of Beaumont, Texas acting by and through its governing body, the City Council; and the City of Port Arthur, Texas acting by and through its governing body, the City Council, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the total funding allocation is \$107,806; and the City of Beaumont, Texas, and the City of Port Arthur, Texas, agree to provide Jefferson County, Texas \$16,171 from the JAG award and the City of Beaumont, Texas, and the City of Port Arthur, Texas agree to allocate the remaining funds as follows:

\$59,068 to the City of Beaumont, Texas, and \$32,567 to the City of Port Arthur, Texas.

WHEREAS, Jefferson County, Texas, the City of Beaumont, Texas, and the City of Port Arthur, Texas, believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, Jefferson County, Texas, the City of Beaumont, Texas, and the City of Port Arthur, Texas agree as follows:

Section 1.

The City of Beaumont, Texas and the City of Port Arthur, Texas agree to provide Jefferson County, Texas \$16,171 from the JAG award; and the City of Beaumont, Texas and the City of Port Arthur, Texas agree to allocate the remaining funds as follows:

\$59,068 to the City of Beaumont, Texas; and \$32,567 to the City of Port Arthur, Texas.

Section 2.

Jefferson County, Texas agrees to use the funding for the Technology Enhancement Program until 2016.

The City of Beaumont, Texas agrees to use the funding for the Technology Enhancement Program until 2016.

The City of Port Arthur, Texas agrees to use the funding for the Technology Enhancement Program until 2016.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 6.

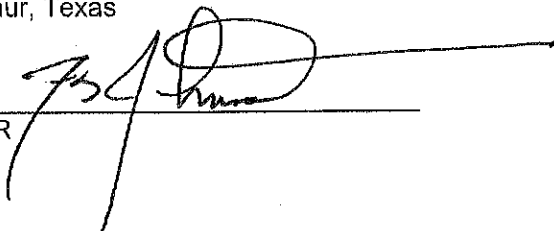
The City of Beaumont agrees to act as the fiscal agent in applying for, dispersing, monitoring, and reporting for this JAG funding.

City of Beaumont, Texas



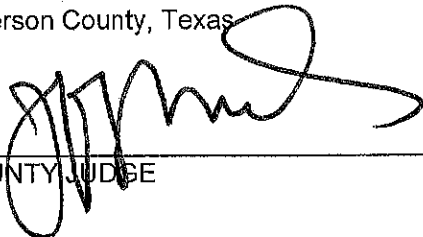
CITY MANAGER

City of Port Arthur, Texas



CITY MANAGER

Jefferson County, Texas



COUNTY JUDGE

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

Special, July 23, 2013

There being no further business to come before the Court at this time,
same is now here adjourned on this date, July 23, 2013