REGULAR, 10/14/2013 1:30:00 PM

BE IT REMEMBERED that on October 14, 2013, there was begun and holden a REGULAR 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:

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 October 14, 2013

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **14th** day of **October 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 **Regular** 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:

WORKSHOP: 10:30 a.m. - To receive an update for the purpose of discussing the Port Arthur Health Clinic Project.

WORKSHOP: 2:00 p.m. - Presentation Bailey Architects, regarding Phase 5 Restoration of the Historical Courthouse Project.

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three

PURCHASING:

1. Receive and file bids for (IFB 13-021/JW), Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County.

SEE ATTACHMENTS ON PAGES 10 - 448

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

2. Receive and file bids for (IFB 13-022/KJS), Re-bid Jefferson County Drainage District No. 7 Ditch Main B Diversion. (This project is funded by Round 1 TDRA Grant Administered by The General Land Office of the State of Texas)

SEE ATTACHMENTS ON PAGES 449 - 544

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

3. Consider and approve specifications Request forProposals RFP (13-027/KJS) Development Proposals for a Ford Park ConventionHotel and Water Park.

SEE ATTACHMENTS ON PAGES 545 - 545

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal
Opposed: Commissioner Alfred
Action: APPROVED

4. Consider and approve specifications for Invitation for Bid (IFB 13-026/JW), Term Contract for Elevator Maintenance and Repair for Jefferson County.

SEE ATTACHMENTS ON PAGES 546 - 578

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

5. Award (IFB 13-022/KJS), Re-bid Jefferson County Drainage District No. 7 Ditch Main B Diversion, to MK Constructors, in the amount of $2,961,035.00. (This project is funded by Round 1 TDRA Grant Administered by The General Land Office of the State of Texas)

SEE ATTACHMENTS ON PAGES 579 - 580

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

6. Consider and possibly approve Amendment I (one) to contract (IFB 13-013/JW), Term Contract for Janitorial Services for Jefferson County. The Amendment will add janitorial services for the Hamshire Building located at 19217 FM 365, Beaumont, Texas 77705, in the amount of $16,801.20 annually.

SEE ATTACHMENTS ON PAGES 581 - 581

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

7. Consider and approve,execute, receive and file Business Class Customer Service Order for a new connection for public internet for a total of $111.10 monthly and one time installation fee of $200.00.

SEE ATTACHMENTS ON PAGES 582 - 583

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

8. Consider and possibly approve Gas Transportation Agreement with Texas Gas Service Company (Contract #GT 17504) for the Jefferson County Correctional Facility beginning November 1, 2013 and ending on October 31, 2014.

SEE ATTACHMENTS ON PAGES 584 - 607

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

9. Consider and possibly approve disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 608 - 609

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COMMISSIONERS COURT:

10. Receive and file executed Collective Bargaining Agreement between Jefferson County, Texas and the Jefferson County Deputy Constables Association for October 1, 2013 through September 30, 2014.

SEE ATTACHMENTS ON PAGES 610 - 643

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

11. Consider and possibly receive a presentation from the 4-H Youth Development Program.

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

12. Receive and file executed Professional Services Agreement between Jefferson County and Tim Richardson for services regarding Jefferson County activities associated with seeking BP Deepwater Horizon (DWH) restoration funding.

SEE ATTACHMENTS ON PAGES 644 - 651

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY AIRPORT:

13. Receive and file executed Amendment to Land Lease Agreement between Jefferson County and William F. Scott 1991 Trust for property leased and the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 652 - 653

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY AUDITOR:

14. Consider and approve FY 2013 budget transfer - Payroll items.

120-2033-412-1001	DEPARTMENT HEAD	$51.00	
120-2033-412-2001	F.I.C.A. EXPENSE		$51.00

SEE ATTACHMENTS ON PAGES 654 - 654

Motion by: Commissioner Alfred
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

15. Consider and approve FY 2013 budget transfer - Payroll items.

120-2034-412-1001	DEPARTMENT HEAD	$29.00	
120-2034-412-2001	F.I.C.A. EXPENSE		$29.00

SEE ATTACHMENTS ON PAGES 655 - 655

Motion by: Commissioner Alfred
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

16. Consider and approve FY 2013 budget transfer - Payroll items.

120-2035-412-1001	DEPARTMENT HEAD	$35.00	
120-2035-412-2001	F.I.C.A. EXPENSE		$35.00

SEE ATTACHMENTS ON PAGES 656 - 656

Motion by: Commissioner Alfred
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

17. Consider and approve FY 2013 budget transfer - Payroll items.

120-2053-412-1001	DEPARTMENT HEAD	$60.00	
120-2053-412-2001	F.I.C.A. EXPENSE		$60.00

SEE ATTACHMENTS ON PAGES 657 - 657

Motion by: Commissioner Alfred
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

18. Consider and approve FY 2013 budget amendment - Criminal District Court - indigent defense.

120-2032-412-5072	PAUPER ATTORNEY FEES	$80,000.00	
120-3062-423-1044	DETENTION OFFICERS		$80,000.00

SEE ATTACHMENTS ON PAGES 658 - 658

Motion by: Commissioner Alfred
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

19. Consider and approve FY 2013 budget amendment - 252nd District Court - indigent defense.

120-2037-412-5072	PAUPER ATTORNEY FEES	$80,000.00	
120-3062-423-1044	DETENTION OFFICERS		$80,000.00

SEE ATTACHMENTS ON PAGES 659 - 659

Motion by: Commissioner Alfred
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

20. Consider and approve FY 2013 budget transfer - Veterans' Services - additional postage cost.

120-8096-419-4052	POSTAGE	$12.00	
120-8096-419-5021	DUES/SUBSCRIPTIONS		$12.00

SEE ATTACHMENTS ON PAGES 660 - 660

Motion by: Commissioner Alfred
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

21. Regular County Bills - check #385942 through check #386338.

SEE ATTACHMENTS ON PAGES 661 - 672

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. Consider and possibly approve up to a 90-day extended leave without pay for Don Rocio, Corrections Officer with the Jefferson County Correctional Facility. Mr. Rocio needs the extension due to the severity of his medical condition.

SEE ATTACHMENTS ON PAGES 673 - 673

Motion by: Commissioner Alfred
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

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

AOSS

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

ORIGINAL

September 16, 2013

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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 Catalog Pricing for Janitorial Supplies for Jefferson County**
BID NO:	**IFB 13-021/JW**
DUE DATE/TIME:	**11:00 AM, October 8, 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: Beaumont Enterprise & Port Arthur News – September 18th and 25th, 2013

IFB 13-021/JW
Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Bids due: 11:00 AM, October 8, 2013

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "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 Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

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

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

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

2. 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. 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.

4. 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.

5. 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

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 a 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 Division.

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, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. 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 (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/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 posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. 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 to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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 requested at the time of annual renewal. 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.

4.13 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 shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall 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. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

The contractor (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, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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 – refer to Section 6 above.

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 Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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 I.1. – I.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, Contract Specialist (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 13-021/JW.

Scope

Jefferson County is asking for sealed bids for a catalog discount on the purchase or janitorial supplies for a year with an option to renew for four (4) additional years. All bids must be submitted on the Bid Sheets provided. **DO NOT BIND OR STAPLE BID PACKET.**

It is likely that **multiple awards** will be made with this bid.

Specifications are for unknown quantities of items to be purchased on an "as needed" basis.

Two (2) current catalogs shall be included with this bid. Upon award of contract you will be asked to supply two (2) catalogs to Jefferson County departments.

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the county. No charge packing list marked with the applicable purchase order number shall be enclosed with each "no charge" shipment.

Based on a review of recent past fiscal years, Jefferson County spends approximately $275,000.00 per fiscal year on janitorial equipment and supplies.

No Guarantee Annual Volume

This is an "open catalog" bid for purchase as funds become available, however, <u>there is no commitment to purchase any given number of products.</u>

Catalog Requirements

Bidder must provide free of charge to the county and county departments two (2) bound catalogs or bound price lists for use in product selection within twenty (20) days after bid is awarded. These bound documents must be clearly labeled on front cover with the name of said bid and beginning and ending contract dates.

Delivery

The County desires to purchase its janitorial products from established merchants **who have goods in stock**, and are prepared to **make delivery within 48 hours**. All delivery and freight charges (F.O.B. Jefferson County various locations listed below) are to be included in bid price. Bidder bears freight charges.

Maintenance Department – Courthouse
1149 Pearl – Basement
Beaumont, Texas 77701
Contact: David Knight, 409-835-8511

Maintenance Department – Subcourthouse
525 Lakeshore Drive
Port Arthur, Texas 77640
Contact: Mark Bernard, 409-983-8307

Correctional Facility
5030 Hwy. 69 South
Beaumont, Texas 77705
Contact: Chief Jeff Theriot, 409-726-2520

Road & Bridge Precinct #1
2205 Hwy. 90
China, Texas 77613
Contact: Robbie Griffin, 409-752-2891

Road & Bridge Precinct #2
7759 Viterbo Road
Beaumont, Texas 77705
Contact: Mike Trahan, 409-960-8200

Road & Bridge Precinct #3
5700 Jade Avenue
Port Arthur, Texas 77640
Contact: Mark Redwine, 409-983-8306

Road & Bridge Precinct #4
7780 Boyt Road
Beaumont, Texas 77713
Contact: Kenneth Minkins, 409-794-2444

Crime Laboratory
5030 Hwy. 69 South, Suite 500
Beaumont, Texas 77705
Contact: Linda Johnson, 409-726-2577

Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705
Contact: Duke Youmans, 409-722-0643

Juvenile Probation
5326 Hwy. 69 South
Beaumont, Texas 77705
Contact: Chief Ed Cockrell, 409-722-7474

Mid-County Office Building
7933 Viterbo Road
Beaumont, Texas 77705
Contact: Frank Adams, 409-960-8200

Mosquito Control District
8905 First Street
Beaumont, Texas 77705
Contact: Kevin Sexton, 409-719-5940

Vendor Profile Information Form

Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.

1. Company Name: AOSS Medical Supply
   Address: 4971 Central Avenue
   Monroe, LA 71203
   Telephone: 318-325-8290 E-mail: lpruett aoss@aol.com

2. List offices closest to Beaumont.
   Name: AOSS Medical Supply
   Address: 4971 Central Avenue
   Monroe, LA 71203

3. How long has your company done business in Southeast Texas under its existing name? _____ years

4. If the company does not have a local office in Southeast Texas, how does the bidder propose to meet the county's needs?
   Shipping goods via truck. Eg. UPS, FedEx, various trucking companies.

5. Does the bidder have personnel who can visit the county when information may be needed or problems resolved? Yes ☐ No ☐

6. Can the bidder provide two (2) catalogs or price list to each department? Yes ☐ No ☑

   If not, what can be provided?
   www.aossmedicalsupply.com

Vendor Profile Information Form (Continued)

7. Do you have a fax machine for electronic communication purposes with your customers? Yes ☑ No ☐

8. Do you accept purchase orders via fax? Yes ☑ No ☐

9. Do you have a toll-free telephone number for use by your customers? Yes ☑ No ☐

10. Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours? Yes ☐ No ☑

If yes, please explain:

_____

_____

_____

_____

Bidder Shall Return Completed Form with Offer.

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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:

AOSS Medical Supply
Company Name

4971 Central Ave.
Address

Monroe LA 71203
City State Zip

Linda Liew
Signature of Person Authorized to Sign

Linda Liew
Printed Name

President
Title

For clarification of this offer, contact:

Linda Liew
Name

318-325-8290 318-325-8299
Phone Fax

lpruettaoss@aol.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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.

This contract shall henceforth be referred to as Contract No. 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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 Shall Return Completed Form with Offer.

Bid Form

CATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog with the below noted exceptions:

30 %

Comments: Please visit www.aossmedicalsupply.com.

PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with the below noted exceptions:

____%

Comments: N/A

SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price with the below noted exceptions:

____%

Comments: N/A

EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS

Dated Purchase Orders

The bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen (15) days following the date of expiration.

Questions concerning the terms and conditions will be directed in writing to the County's purchasing department for receipt no later than 10 calendar days prior to the "bid opening" date. Inquiries must reference the date of "bid opening." Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature: Linda Liew Date: 9/27/2013

Typed Name: Linda Liew

Bid Form (Continued)

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

Company: AOSS Medical Supply

Sales Contact: Christina Bonvillain Phone: 318-325-8290

Address: 4971 Central Ave, Monroe, LA 71203

Phone No.: 318-325-8290

Fax No: 318-325-8299

E-mail: Christina@aossmedical.com

Employee Identification Number: N/A

Authorized Signature: Lynda Lee

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form 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: Please see attached...

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: _____

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.

AOSS Medical Supply
Bidder (Entity Name)

Linda Liew
Signature

4971 Central Ave.
Street & Mailing Address

Linda Liew
Print Name

Monroe, LA 71203
City, State & Zip

9/27/2013
Date Signed

318-325-8290
Telephone Number

318-325-8299
Fax Number

lpruettaossa@aol.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

N/A

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(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.)

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.

N/A

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.

N/A

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.

7.

_____ _____

Signature of person doing business with the governmental entity — 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 contract 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.

Linda Liew
Printed Name of Authorized Representative

Linda Liew
Signature

President
Title

9/27/2013
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
Ross Medical Supply	Linda Law	9/27/2013
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

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

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

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 Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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): Linda Gilen

Title: President

Signature: Linda Gilen

Date: 9/27/2013

E-mail address: Linda@aossmedical.com

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

Name (print or type): Paulette Horgan

Title: Accountant

Date: 9-27-2013

E-mail address: Paulette@aossMedical.com

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 AOSS Medical Supply [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Monroe Louisiana (city and state).

Taxpayer Identification Number (T.I.N.):	721181499
Company Name submitting bid/proposal:	AOSS Medical Supply
Mailing address:	4971 Central Ave., Monroe, LA, 71203
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
N/A	

* 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 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 Louisiana COUNTY OF Ouachita

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

on this day personally appeared Linda Liew (name), who

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

"I, Linda Liew (name) am a duly authorized officer of/agent

for AOSS Medical (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said AOSS Medical (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: AOSS Medical

Fax: 318325 8299 Telephone# 318325 8290

by: Linda Liew (print name) Title: President

Signature: Linda Liew

SUBSCRIBED AND SWORN to before me by the above-named Linda Liew on

this the 27th day of September, 2013.

Notary Public in and for the State of LA

TODD G. BURGESS
NOTARY PUBLIC NO. 53128
STATE OF LOUISIANA
PARISH OF OUACHITA
My Commission is for Life.

Bidder Shall Return Completed Form with Offer.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Alpha Omega Systems and Services, Inc

Business name/disregarded entity name, if different from above
AOSS Medical Supply

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
4971 Central Avenue

Requester's name and address (optional)

City, state, and ZIP code
Monroe, Louisiana 71203

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
7 2 - 1 1 8 1 4 9 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | Signature of U.S. person ▶ [signature] Date ▶ 7/19/13

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

4971 Central Avenue, Monroe, LA 71203
(318) 325-8290 Fax (318) 325-8299

Capabilities Statement

Alpha Omega Systems & Services, Inc. (*d/b/a*) AOSS Medical Supply

AOSS Medical Supply is a leading privately-held medical device and supply distributor and manufacturer to Healthcare and other professional non-healthcare market segments. AOSS is located, corporately, in Monroe, Louisiana with a second distribution facility in Salt Lake City, Utah, with distribution to all of the continental US and Hawaii; along with Puerto Rico, and the Central and South Americas.

Website: www.aossmedicalsupply.com

NAISC

423450; 339114; 339113; 423850 [Medical Device and Supply Distributor and Manufacturer; Miscellaneous Janitorial Supplies] (SIN number: 65 II A)

DUNS: 787524651 **EIN:** 721181499 **CAGE:** 0XV93

Certifications and Licenses

- Food and Drug Administration (FDA) registration: # 2319162
- Louisiana Board of Wholesale Drug Distribution: # 4029
- Louisiana Minority Supplier Development Council: MBE # LA11874
- Community Health Accreditation Program (CHAP): DME Certified Entity
- Louisiana Board of Pharmacy: DME Permit # 000160

Key Personnel/Owners

Hon K (Eric) Liew, CEO, has 25 years experience of creating and building the sales and infrastructure of AOSS Medical Supply. He is a graduate of Northeast Louisiana University with a Bachelors Degree in Economics. Mr. Liew, who is of Chinese decent, was born and raised in Kuala Lumpar, Malaysia. Being raised in Malaysia with its diverse ethnicity, he is fluent in several languages.

Linda K. Liew, President/COO, has 22 years experience with accounting; purchasing; customer relations and staff development. She holds an Associate's Degree in Accounting from Northeast Louisiana University, coupled with years of management with a leading company in consumable goods.

Past Performance

AOSS has served the one-time purchase requirements of various agencies, inclusive of Veteran's facilities. Since being established AOSS has maintain an order fulfillment rate of 96% or more with its entire healthcare and non-healthcare client base.

Agencies or private-concerns may conduct business with AOSS through Blanket Purchase Agreement (BPA); Government Purchasing Card and/or Credit Card; or by establishing Net Terms.

Contact

Dr. William Harrison (318) 325-8290 ext. 119 william@aossmedical.com

4971 Central Avenue, Monroe, LA 71203
(318) 325-8290 Fax (318) 325-8299

References

City of Atlanta – Purchasing Division — David Chapman
55 Trinity Avenue SW
Suite 1900
Atlanta, GA
(404) 330-6204 dchapman@atlantaga.gov * Bid – PPE

University of Louisiana — Susie Clay
700 University Avenue
Monroe, LA
(318) 342-5209 clay@ulm.edu * Bid – Janitorial/Med Products

University of South Carolina – School of Nursing — Venis Manigo
1600 Hampton Street
6th Floor
Columbia, SC
(803) 777-4115 venis.manigo@sc.edu * Bid – Med Products

Metropolitan Kidney Center — Cassie Cure
4424 Conlin Street
Metairie, LA * Med Products
(504) 821-7979 management@metroplitankidney.com

Biomat/GRIFOLS USA — Susan Asamura
2410 Lilyvale Avenue
Los Angeles, CA 90032
(610) 437-9011 susan.asamura@grifols.com * Med Products

Cangene Plasma Resource — Lauren Tubbs
380 Northlake Blvd
Suite 1024
Altamonte Springs, FL 32701
(407) 628-4248 midflorida@cangene.com * Med Products

LOUISIANA MSDC
Keeping You Connected

LOUISIANA MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

AOSS Medical Supply, LLC

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Louisiana Minority Supplier Development Council .

**NAICS Code(s): 423490; 423450; 339114; 339113; 339112

**Description of their product/services as defined by the North American Industry Classification System (NAICS)

May 14, 2013
Issued Date

June 29, 2014
Expiration Date

LA11874
Certificate Number

President, LAMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: http://www.nmsdc.org

An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

Southwest Minority Supplier Development Council

This Certificate acknowledges that:

AOSS Medical Supply, LLC.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®) as adopted by the Southwest Minority Supplier Development Council.

1474
Certificate Number

06/29/2014
Certification Expiration Date

**NAICS Code(s) 423450;339114;339113;339112*
**Description of product/services as defined by the North American Industry Classification Systems (NAICS)*

Corporate Sponsors of the NMSDC may view the original certificate by logging onto: http://www.nmsdc.org

Karen Box
President, SMSDC

An affiliate of the National Minority Supplier Development Council®

AOSS Medical Supply, Inc.®

Price Quote 2013

ITEM#	DESCRIPTION	U/M	PRICE	QTY ORDER
108-5	E-GLOVES NIRTILE PF X SMALL	200/BX- 10BX/CS	$ 78.00	
108-6	E-GLOVES NIRTILE PF SMALL	200/BX- 10BX/CS	$ 78.00	
108-7	E-GLOVES NIRTILE PF MED	200/BX- 10BX/CS	$ 78.00	
108-8	E-GLOVES NIRTILE PF LARGE	200/BX- 10BX/CS	$ 78.00	
108-9	E-GLOVES NIRTILE PF X LARGE	200/BX- 10BX/CS	$ 78.00	
FK-12122-1	FROCKS LAB COATS NO POCKETS SMALL	30/CS	$ 31.00	
FK-12122-2	FROCKS LAB COATS NO POCKETS MED	30/CS	$ 31.00	
FK-12122-3	FROCKS LAB COATS NO POCKETS LARGE	30/CS	$ 31.00	
FK-12122-4	FROCKS LAB COATS NO POCKETS XL	30/CS	$ 31.00	
FK-12122-5	FROCKS LAB COATS NO POCKETS 2 XL	30/CS	$ 31.00	
FK-12122-6	FROCKS LAB COATS NO POCKETS 3 XL	30/CS	$ 31.00	
FK-12122-7	FROCKS LAB COATS NO POCKETS 4XL	30/CS	$ 31.00	
FK-12122-8	FROCKS LAB COATS NO POCKETS 5 XL	30/CS	$ 31.00	
D105	EAR LOOPS FACEMASKS BLUE	50/BX	$ 2.25	
D104	EAR LOOPS FACEMASKS PINK	50/BX	$ 2.25	
1804	UNDERPAD 17 X 24	300/CS	$ 22.84	
670000	ISLAND DRESSING 4 X 4	50/BX	$ 12.50	
AOSS3157	GAUZE PAD 4 X 3 ST 4PLY 2'S	25/TRY -24TRY/CS	$ 33.50	
AOSS8044	GAUZE PAD 4 X 4 ST 4PLY 2'S	25/TRY -24TRY/CS	$ 37.63	
AOSS8042	GAUZE PAD 2 X 2 ST 4PLY 2'S	50/TRY - 30TRY/CS	$ 34.85	

Please Note:

The price list and/or pricing submitted to you as a customer or prospective thereof is proprietary to AOSS Medical Supply, it's Divisions and authorized Affiliates only, and is held confidential in nature; not being shared with outside parties without the expressed consent of an authorized AOSS Medical Supply representative. AOSS Medical Supply does reserve the right to revoke tender pricing offer if not accepted within a period of thirty (30) days or sooner stated by AOSS Medical Supply representative from date of submission.

PRIORITY MAIL

UNITED STATES POSTAL SERVICE

09-30-13P12:07

Flat Rate Mailing Envelope

Visit us at usps.com

INTERNATIONAL RESTRICTIONS APPLY:

Customs forms are required. Consult the International Mail Manual (IMM) at pe.usps.gov or ask a retail associate for details.

Schedule package pickup right from your home or office at usps.com/pickup
Print postage online

From:/*Expéditeur:*

To:/*Destinataire:*

Country of Destinatio

PS00001000014

UNITED STATES POSTAL SERVICE® **Click-N-Ship®**

P

usps.com 9405 5036 9930 0074 0037 46 0050 5001 0137 7701

$5.05
US POSTAGE
Flat Rate Env

Commercial Base Pricing

09/27/13 Mailed from 71203 062S0000001301

PRIORITY MAIL 2-DAY™

PAULETTE SANDERFORD
AOSS MEDICAL SUPPLY, INC.
4971 CENTRAL AVE
MONROE LA 71203-6156

Delivery Date: 09/30/13
0006

SHIP TO: JEFFERSON COUNTY PURCHASING DEPARTMENT
1149 PEARL ST
FL 1
BEAUMONT TX 77701-3638

USPS TRACKING #

9405 5036 9930 0074 0037 46

Electronic Rate Approved #038555749

Please Recycle

CENTRAL POLY CORPORATION

Manufacturers of Polyethylene Films, Bags, Drum Liners, Box Liners & Specialties
Nation Wide

2400 Bedle Place
Linden, NJ 07036
(908) 862-7570
Fax (908) 862-9019
Email: bids@centralpoly.com

June 14, 2013

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

Ref: Sealed Bid: (Catalog) Janitorial Supplies
Bid Due: 10-08-2013 @ 11:00am
Our Reference: 118549

Please be advised Central Poly Corporation is currently supplying the State of Texas with our Poly Liners.

Central Poly Corporation is looking forward in doing business with your facilities.

Thank you,

Andrew Hoffer
President

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

September 16, 2013

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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.**

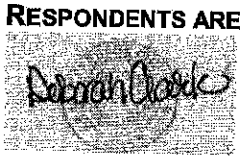
Bids are to be addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud 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 Catalog Pricing for Janitorial Supplies for Jefferson County**
BID NO:	**IFB 13-021/JW**
DUE DATE/TIME:	**11:00 AM, October 8, 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

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IFB 13-021/JW
Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Bids due: 11:00 AM, October 8, 2013

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "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 Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

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

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

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

2. 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. 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.

4. 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.

5. 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

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 a 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 Division.

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, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. 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 (In writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/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 posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. 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 to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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 requested at the time of annual renewal. 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.

4.13 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 shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall 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. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

The contractor (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, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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 – refer to Section 6 above.

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 Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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 I.1. – I.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, Contract Specialist (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 13-021/JW.

Scope

Jefferson County is asking for sealed bids for a catalog discount on the purchase or janitorial supplies for a year with an option to renew for four (4) additional years. All bids must be submitted on the Bid Sheets provided. **DO NOT BIND OR STAPLE BID PACKET.**

It is likely that **multiple awards** will be made with this bid.

Specifications are for unknown quantities of items to be purchased on an "as needed" basis.

Two (2) current catalogs shall be included with this bid. Upon award of contract you will be asked to supply two (2) catalogs to Jefferson County departments.

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the county. No charge packing list marked with the applicable purchase order number shall be enclosed with each "no charge" shipment.

Based on a review of recent past fiscal years, Jefferson County spends approximately $275,000.00 per fiscal year on janitorial equipment and supplies.

No Guarantee Annual Volume

This is an "open catalog" bid for purchase as funds become available, however, <u>there is no commitment to purchase any given number of products.</u>

Catalog Requirements

Bidder must provide free of charge to the county and county departments two (2) bound catalogs or bound price lists for use in product selection within twenty (20) days after bid is awarded. These bound documents must be clearly labeled on front cover with the name of said bid and beginning and ending contract dates.

Delivery

The County desires to purchase its janitorial products from established merchants **who have goods in stock**, and are prepared to **make delivery within 48 hours.** All delivery and freight charges (F.O.B. Jefferson County various locations listed below) are to be included in bid price. Bidder bears freight charges.

Maintenance Department – Courthouse
1149 Pearl – Basement
Beaumont, Texas 77701
Contact: David Knight, 409-835-8511

Maintenance Department – Subcourthouse
525 Lakeshore Drive
Port Arthur, Texas 77640
Contact: Mark Bernard, 409-983-8307

Correctional Facility
5030 Hwy. 69 South
Beaumont, Texas 77705
Contact: Chief Jeff Theriot, 409-726-2520

Road & Bridge Precinct #1
2205 Hwy. 90
China, Texas 77613
Contact: Robbie Griffin, 409-752-2891

Road & Bridge Precinct #2
7759 Viterbo Road
Beaumont, Texas 77705
Contact: Mike Trahan, 409-960-8200

Road & Bridge Precinct #3
5700 Jade Avenue
Port Arthur, Texas 77640
Contact: Mark Redwine, 409-983-8306

Road & Bridge Precinct #4
7780 Boyt Road
Beaumont, Texas 77713
Contact: Kenneth Minkins, 409-794-2444

Crime Laboratory
5030 Hwy. 69 South, Suite 500
Beaumont, Texas 77705
Contact: Linda Johnson, 409-726-2577

Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705
Contact: Duke Youmans, 409-722-0643

Juvenile Probation
5326 Hwy. 69 South
Beaumont, Texas 77705
Contact: Chief Ed Cockrell, 409-722-7474

Mid-County Office Building
7933 Viterbo Road
Beaumont, Texas 77705
Contact: Frank Adams, 409-960-8200

Mosquito Control District
8905 First Street
Beaumont, Texas 77705
Contact: Kevin Sexton, 409-719-5940

Vendor Profile Information Form

Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.

1. Company Name: Central Poly-Bag Corp.

   Address: 2400 Blair Place

   Linden, NJ 07036

   Telephone: 908 862 7570 E-mail: Bids@Centralpoly.com

2. List offices closest to Beaumont.

   Name: Central Poly-Bag Corp.

   Address: 2400 Blair Place

   Linden, NJ 07036

3. How long has your company done business in Southeast Texas under its existing name? 20 years

4. If the company does not have a local office in Southeast Texas, how does the bidder propose to meet the county's needs?

   We deliver all goods via common carrier, and can be expected within 10-14 business days ARO.

5. Does the bidder have personnel who can visit the county when information may be needed or problems resolved? Yes ☑ No ☐

6. Can the bidder provide two (2) catalogs or price list to each department? Yes ☑ No ☐

   If not, what can be provided?

Vendor Profile Information Form (Continued)

7.	Do you have a fax machine for electronic communication purposes with your customers?	Yes ☑	No ☐
8.	Do you accept purchase orders via fax?	Yes ☑	No ☐
9.	Do you have a toll-free telephone number for use by your customers?	Yes ☑	No ☐
10.	Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours?	Yes ☑	No ☐

If yes, please explain:

We deliver all goods via common carrier within 10-14 business days ARO.

Bidder Shall Return Completed Form with Offer.

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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:

Central Poly-Bag Corp.
Company Name

2400 Bridle Place
Address

Linden NJ 07036
City State Zip

Signature of Person Authorized to Sign

Andrew Hoffer
Printed Name

President
Title

For clarification of this offer, contact:

Melissa Rodriguez
Name

908 862 7570 908 862 9019
Phone Fax

Bids@Centralpoly.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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.

This contract shall henceforth be referred to as Contract No. 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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 Shall Return Completed Form with Offer.

Bid Form

CATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog with the below noted exceptions:

5 %

Comments: SEE attached letter

PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with the below noted exceptions:

____ %

Comments: _____

SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price with the below noted exceptions:

____ %

Comments: _____

EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS

_____

_____

_____

Dated Purchase Orders

The bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen (15) days following the date of expiration.

Questions concerning the terms and conditions will be directed in writing to the County's purchasing department for receipt no later than 10 calendar days prior to the "bid opening" date. Inquiries must reference the date of "bid opening." Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature: _____ Date: 9/24/13

Typed Name: Amanda Hoffer

Bid Form (Continued)

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

Company: Central Poly-Bag Corp.

Sales Contact: Andrew Hoffer Phone: 908 802-7570

Address: 2400 Bell Place Linden NJ 07036

Phone No.: 908 802 7570

Fax No: 908 802 9019

E-mail: Bids@Centralpoly.com

Employee Identification Number: 22-3246346

Authorized Signature: _____

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

CENTRAL POLY CORP.

Manufacturers of Polyethylene Films, Bags, Drum Liners, Box Liners & Specialties
2400 Bedle Place Linden ,NJ 07036 TeL(908)862-7570 Fax(908)862-9019

September 27, 2013

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

Ref: Sealed Bid: (Catalog) Janitorial Supplies
Bid Due: 10-08-2013 @ 11:00am
Our Reference: 118549

REFERENCES: Please be advised Central Poly Corporation is currently supplying the following companies with our poly liners, disposable paper goods, & quality janitorial supplies.

Wayne County, MI – Purchasing Division
600 Randolph Street
Detroit, MI 48226
Contact: Janice Henry
T: 313-224-5151 F: 313-967-1259 E: jhenry1@co.wayne.mi.us
Type of Work: Furnish and Deliver Janitorial Supplies and Plastic Liners

Onslow County, NC – Purchasing Warehouse
1909 Onslow Drive Ext.
Jacksonville, NC 28540
Contact: Chris Maggard
T: 910-938-0786 F: 910-938-0792 E:
chris_maggard@onslowcountync.gov
Type of Work: Furnish and Deliver Janitorial Supplies and Plastic Liners

Ulster County, NY – Purchasing Department
310 Flatbush Ave.
Kingston, NY 12401
Contact: Renee Frasch
T: 845-340-3999 F: 845-340-3434 E: rfra@co.ulster.ny.us
Type of Work: Furnish and Deliver Janitorial Supplies and Plastic Liner

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: _____

SEE Attached

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.

Central Poly-Bag Corp.	
Bidder (Entity Name)	Signature
2400 Blair Place	Andrew Hoffer
Street & Mailing Address	Print Name
Linden, NJ 07036	9/24/13
City, State & Zip	Date Signed
908 862 7570	908 862 9019
Telephone Number	Fax Number
Bids@Centralpoly.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

Andrew Hoffer

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(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.)

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.

N/A

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.

N/A

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.

   N/A

7.

Signature of person doing business with the governmental entity — Date: 9/24/13

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 contract 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.

Andrew Hoffer
Printed Name of Authorized Representative

Signature

President
Title

9/24/13
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
Andrew Hoffer		9/24/13
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

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $_____ Total HUB Subcontract(s): $_____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

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

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 Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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.

CENTRAL POLY CORP.
Manufacturers of Polyethylene Films, Bags, Drum Liners, Box Liners & Specialties
2400 Bedle Place PO Box 4097 Linden ,NJ 07036 Tel(908)862-7570 Fax(908)862-9019

September 16, 2013

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

Ref: Sealed Bid: (Catalog) Janitorial Supplies
Bid Due: 10-08-2013 @ 11:00am
Our Reference: 118549

It is the Policy of Central Poly Corporation to support the maximum practical utilization of certified M/W/DBE's by promoting diversity throughout our business practice. We have made a good faith effort to solicit services of certified M/W/DBE's throughout our normal business practice, but it has proved not to be cost effective for Central Poly Corporation as we are a Small Business Enterprise, employing less than 12 employees.

We have contacted our suppliers locally and throughout the US in search of M/W/DBE's, but have not been successful in subcontracting with any. Central Poly Corp. is open to discuss further any new opportunities that may arise.

Should you have any further questions please do not hesitate in calling the above number at extension 301.

We are looking forward to doing business with your facilities.

Sincerely,

Andrew Hoffer
President

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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: Please see attached Good Faith Letter

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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): Andrew Hoffer

Title: President

Signature: _____

Date: 9/24/13

E-mail address: Bids@centralpoly.com

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

Name (print or type): Carmela Vetter

Title: President

Date: 9/24/13

E-mail address: Bids@centralpoly.com

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 Central Poly-Bag Corp. [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Lincoln, New Jersey (city and state).

Taxpayer Identification Number (T.I.N.):	22-3246346
Company Name submitting bid/proposal:	Central Poly-Bag Corp.
Mailing address:	2400 Blair Rock Lincoln, NJ 07036
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	

* 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 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 Union

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

on this day personally appeared Andrew Hoffer (name), who

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

"I, Andrew Hoffer (name) am a duly authorized officer of/agent

for Central Poly-Bag Corp (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Central Poly-Bag Corp. (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: Central Poly-Bag Corp -
2400 Bidg Plaa Linden, NJ 07036

Fax: 908 862 9019 Telephone# 908 862 7570

by: Andrew Hoffer (print name) Title: President

Signature:

SUBSCRIBED AND SWORN to before me by the above-named
Andrew Hoffer on

this the 24 day of September, 2013.

Notary Public in and for
the State of New Jersey

Melissa Rodriguez
Notary Public
New Jersey
My Commission Expires 8-11-2015

Bidder Shall Return Completed Form with Offer.

CENTRAL POLY CORP.
Manufacturers of Polyethylene Films, Bags, Drum Liners, Box Liners & Specialties
2400 Bedle Place Linden ,NJ 07036 TeL(908)862-7570 Fax(908)862-9019

September 27, 2013

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

Ref: Sealed Bid: (Catalog) Janitorial Supplies
Bid Due: 10-08-2013 @ 11:00am
Our Reference: 118549

Please be advised that we are enclosing 1 copy of our Catalog as per the above referenced bid. If additional copies are require please feel free to contact us at the above reference number or just email Melissa@centralpoly.com.

The prices are as listed in the catalog and a 5% discount can be applied to any purchases with a minimum order of $500.00.

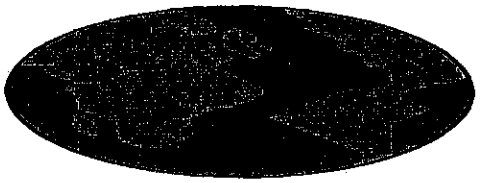
Please note that the 5% discount will only be applied to any orders placed from the catalog.

If you have any question regarding the catalog please feel free in contacting us at the above referenced number.

Central Poly Corporation is looking forward to the opportunity of doing business with your facilities.

Truly,

Andrew Hoffer
President



CENTRAL POLY CORP.

MANUFACTURES OF POLYETHYLENE FILMS, BAGS, DRUM LINERS, BOX LINERS & SPECIALTIES

18 DONALDSON PLACE, LINDEN NJ 07036 PHONE 908-862-7570 FAX 908-862-9019

TEXAS CATALOG FOR LINERS

BAGS (LINERS) POLYETHYLENE PLASTIC

02/14/2010 665-A1

1.1 DESCRIPTION OF CATALOG: 665-A1 Bags (Liners) Polyethylene Plastic

1.2 DELIVERY: 21 days after receipt of order (AR) (except group 665-24-27 imprinted bags, which is within 28 days).

1.3 MINIMUM ORDER: $500.00 In order to receive a discount if minimum is not met no discount will be applied.

1.4 SHIPPING INFORMATION: F.O.B. Destination, freight prepaid and allowed on orders totaling $500.00 or more shipped to a single destination; orders totaling less than $500.00 shipped freight prepaid and added as a separate item on invoice in the amount of $60.00.

1.5 WARRANTY: Manufacturer's standard warranty applies.

BAGS (LINERS) POLYETHYLENE PLASTIC: TO MEET TEXAS SPEC. 665-24-01E DATED 8-12-99 (TYPE "A") <NOTE EXCEPTION TO SPEC. - ALL BAGS MIST BE PACKED FLAT IN BOXES>

SPECIFY TYPE OF BAG BID (LDPE OR LLDPE): LLDEP

PERCENTAGE OF RECYCLE MATERIALS:

POST CONSUMER: _____%, PST-INDUSTRIAL: 30 %

TOTAL RECYCLED CONTENT: 30 %

BRAND: CENTRAL POLY

DELIVERY 21 DAYS

DESCRIPTION OF ITEM:	UNIT PRICE
665-24-100022 AC 100, CLEAR, 13 X 4 X 17 PKG - 2000 BAGS/CS	$ 28.91
665-24-100048 AC 125, CLEAR, 13 X 4 X 17 PKG - 2000 BAGS/CS	$ 35.34
665-24-100055 AD 100, OPAQUE, 13 X 8 X 20 PKG - 1000 BAGS/CS, BLACK	$ 40.82
665-24-100071 AE 100, OPAQUE, 12 X 8 X 22 PKG - 1000 BAGS/CS, BLACK	$ 40.82
665-24-100097 AE 125, OPAQUE, 12 X 8 X 22 PKG - 1000 BAGS/CS, BLACK	$ 46.87
665-24-100113 AE 150, OPAQUE, 12 X 8 X 22 PKG - 1000 BAGS/CS, BLACK	$ 62.34
665-24-100139 AF 125, OPAQUE, 12 X 10 X 22 PKG - 1000 BAGS/CS, BLACK	$ 44.45
665-24-100147 AF 125, CLEAR, 12 X 10 X 22 PKG - 1000 BAGS/CS	$ 59.19
665-24-100154 AG 100, OPAQUE, 15 X 9 X 23 PKG - 1000 BAGS/CS, BLACK	$ 54.21
665-24-100162 AG 100 CLEAR, 15 X 9 X 23 PKG - 1000 BAGS/CS	$ 51.35
665-24-100170 AG 125, OPAQUE, 15 X 9 X 23 PKG - 1000 BAGS/CS, BLACK	$ 57.40

665-24-100188 AG 125, CLEAR, 15 X 9 X 23

PKG - 1000 BAGS/CS $_63.37/M_____

665-24-100204 AG 150, OPAQUE, 15 X 9 X 23

PKG - 1000 BAGS/CS, BLACK $_64.18/M_____

665-24-100212 AG 150 CLEAR, 15 X 9 X 23

PKG - 1000 BAGS/CS $_70.40/M_____

665-24-100253 AH 100, OPAQUE, 15 X 9 X 32

PKG - 1000 BAGS/CS, BLACK $_71.24/M_____

665-24-100261 AH 100, CLEAR, 15 X 9 X 32

PKG - 1000 BAGS/CS $_72.55/M_____

665-24-100279 AH 125, OPAQUE, 15 X 9 X 32

PKG - 500 BAGS/CS, BLACK $_79.97/M_____

665-24-100303 AH 225, OPAQUE, 15 X 9 X 32

PKG - 500 BAGS/CS, BLACK $_121.83/M_____

665-24-100311 AJ 125, OPAQUE, 12 X 10.5 X 35.5

PKG - 500 BAGS/CS, BLACK $_93.30/M_____

665-24-100337 AJ 150, OPAQUE, 12 X 10.5 X 35.5

PKG - 500 BAGS/CS, BLACK $_103.30/M_____

665-24-100352 AK 125, OPAQUE, 16 X 14 X 36

PKG - 500 BAGS/CS, BLACK $_119.24/M_____

665-24-100360 AK 150, OPAQUE 16 X 14 X 36

PKG - 250 BAGS/CS, BLACK $_108.75/M_____

665-24-100378 AK 150, CLEAR, 16 X 14 X 36

PKG - 250 BAGS/CS $_135.10/M_____

665-24-100402 AN 150, OPAQUE, 18 X 13-1/2 X 40

PKG - 250 BAGS/CS, BLACK $_135.59/M_____

665-24-100451 AN 175, OPAQUE, 18 X 13-1/2 X 40

PKG - 250 BAGS/CS, BLACK $_157.60/M_____

665-24-100469 AN 175, CLEAR, 18 X 13-1/2 X 40

PKG - 250 BAGS/CS $_185.04/M_____

665-24-100477 AO 125, OPAQUE, 23 X 10 X 39

PKG - 250 BAGS/CS, BLACK $_137.32/M_____

665-24-100501 AO 150, OPAQUE, 23 X 10 X 39

PKG - 250 BAGS/CS, BLACK $_141.57/M_____

665-24-100519 AO 150, CLEAR, 23 X 10 X 39

PKG - 250 BAGS/CS $_154.76/M_____

665-24-100527 AO 175, OPAQUE, 23 X 10 X 39

PKG - 250 BAGS/CS, BLACK $_152.69/M_____

665-24-100535 AO 175, CLEAR, 23 X 10 X 39

PKG - 250 BAGS/CS $_185.40/M_____

665-24-100550 AQ 150, OPAQUE, 23 X 13 X 40

PKG - 250 BAGS/CS, BLACK $_164.07/M_____

665-24-100568 AQ 150, CLEAR, 23 X 13 X 40

PKG - 250 BAGS/CS $_187.36/M_____

665-24-100618 AS 150, CLEAR, 23 X 17 X 46

PKG - 200 BAGS/CS $_215.82/M_____

665-24-100659 AS 175, OPAQUE, 23 X 17 X 46

PKG - 200 BAGS/CS, BLACK $_197.72/M_____

665-24-100667 AS 175, CLEAR, 23 X 17 X 46

PKG - 200 BAGS/CS $_246.89/M_____

665-24-100709 AS 200, OPAQUE, 23 X 17 X 46

PKG - 200 BAGS/CS, BLACK $_224.75/M_____

665-24-100717 AS 200, CLEAR, 23 X 17 X 46

PKG - 200 BAGS/CS $_279.49/M_____

665-24-100758 AV 150, OPAQUE, 22 X 14 X 58

PKG - 250 BAGS/CS, BLACK $_234.67/M_____

665-24-100766 AV 150, CLEAR, 22 X 14 X 58

PKG - 200 BAGS/CS $_234.48/M_____

665-24-100808 AV 200, OPAQUE, 22 X 14 X 58

PKG - 100 BAGS/CS, BLACK $_303.27/M_____

665-24-100840 AV 400, CLEAR, 22 X 14 X 58

PKG - 100 BAGS/CS $_662.51/M_____

665-24-100857 AV 600, OPAQUE, 22 X 14 X 58

PKG - 50 BAGS/CS, BLACK $_916.19/M_____

665-24-100881 25-1/2" X 24" X 54", CLEAR SPECIAL. FOR TRASH

COMPACTORS. MIN. 2.0 MIL. PKG - 100 BAGS/CS $_668.93/M_____

BAGS (LINERS) POLYETHYLENE PLASTIC, SPECIAL, MEAT BOX LINERS, CLEAR, TYPE A, MUST BE USDA APPROVED FOR USE W/EDIBLE FOOD COMMODITIES, TO MEET TEXAS SPEC. 665-24-01E DATED 8-12-99 (TYPE "A"). ALL BAGS MUST BE FLAT PACKED. SPECIFY TYPE OF BAG BID (LDPE OR LLDPE): __LLDPE____ POST-CONSUMER: _____%, POST-INDUSTRIAL: __30_____% TOTAL RECYCLED CONTENT: ___30___% BRAND: CENTRAL POLY DELIVERY ____21___ DAYS.

665-24-111003 24 X 20-1/2 X 30, MIN. 2 MIL (LDPE OR LLDPE)

100 TO 199 CASE LOTS PACKAGED 250 BAGS/CS $_70.15/CS_____

665-24-111201 24 X 20-1/2 X 30, MIN. 2 MIL (LDPE OR LLDPE)

200 + CASE LOTS PACKAGED 250 BAGS/CS $_70.15/CS_____

665-24-112001 29 X 19 X 36, MIN. 1.0 MIL (LDPE OR LLDPE)

100 TO 199 CASE LOTS PACKAGED 250 BAGS/CS $_40.98/CS_____

665-24-112209 29 X 19 X 36, MIN. 1.0 MIL (LDPE OR LLDPE)

200 + CASE LOTS PACKAGED 250 BAGS/CS $_36.98/CS_____

BAGS (LINERS) POLYETHYLENE PLASTIC, FOR MATTRESSES, CLEAR, TYPE A, MEETING TEXAS SPEC. 665-24-01E DATED 8-12-99 (TYPE "A"), W/PERFORATED TEAR LINE, WOUND ON STURDY PAPER SHELLS NO LESS THAN 1-1/2" INSIDE DIAMETER AND NO LESS THAN 1" EXTENSION ON EACH END BEYOND BAGS. SPECIFY TYPE OF BAG BID (LDPE OR LLDPE): __LLDPE__ PERCENTAGE OF RECYCLED MATERIALS: POST-CONSUMER: _____%, POST-INDUSTRIAL: __30___% TOTAL RECYCLED CONTENT: ___30__% BRAND:__CENTRAL POLY__ DELIVERY __21____ DAYS

665-24-121101 39" X 9" X 90", MIN. 4.0 MIL (LDPE OR LLDPE)

10 TO 19 CASE LOTS, PKG ___ BAGS/CS $_83.25/CS_____

665-24-12120-0 39" X 9" X 90", MIN. 4.0 MIL (LDPE OR LLDPE)

20 + CASE LOTS, PKG ___ BAGS/CS $_68.64/CS_____

BAGS (LINERS) POLYETHYLENE PLASTIC: TO MEET TEXAS SPEC 665-24-01E DATED 8-12-99 (TYPE "A") <NOTE EXCEPTION TO SPEC. - ALL BAGS MUST BE PACKED ON ROLLS> SPECIFY TYPE OF BAG BID (LDPE OR LLDPE):_LLDPE_ PERCENTAGE OF RECYCLED MATERIALS: POST-CONSUMER:_____% POST-INDUSTRIAL__30__% TOTAL RECYCLED CONTENT: _30___% BRAND:_CENTRAL POLY__ DELIVERY: __21___DAYS

665-24-150035 AC 100, CLEAR, 13 X 4 X 17

PKG - 2000 BAGS/CS $_33.12_____

665-24-150167 AG 100, OPAQUE, 15 X 9 X 23

PKG - 1000 BAGS/CS, BLACK $_55.65_____

665-24-150183 AG 125, OPAQUE, 15 X 9 X 23

PKG - 1000 BAGS/CS, BLACK $_66.50_____

665-24-150225 AG 150, OPAQUE, 15 X 9 X 23

PKG - 1000 BAGS/CS, BLACK $_73.04_____

665-24-150233 AG 150, CLEAR, 15 X 9 X 23

PKG - 1000 BAGS/CS $_76.53_____

665-24-150464 AN 175, OPAQUE, 18 X 13-1/2 X 40

PKG - 250 BAGS/CS, BLACK $_149.83/M_____

665-24-150522 AO 150, OPAQUE 23 X 10 X 39

PKG - 250 BAGS/CS, BLACK $_131.23/M_____

665-24-150621 AS 150, OPAQUE, 23 X 17 X 46

PKG - 250 BAGS/CS, BLACK $_187.63/M_____

665-24-150720 AS 200, OPAQUE, 23 X 17 X 46

PKG - 250 BAGS/CS, BLACK $_282.09/M_____

665-24-150829 AV 200, OPAQUE, 22 X 14 X 58

PKG - 200 BAGS/CS, BLACK $_318.31/M_____

BAGS (LINERS) POLYETHYLENE PLASTIC TO MEET TEXAS SPEC. 665-24-01E DATED 8-12-99 (TYPE "B") <NOTE EXCEPTION TO SPEC. - ALL BAGS MIST BE PACKED IN FLAT BOXES>

SPECIFY TYPE OF BAG BID (LDPE OR LLDPE):_LLDPE_ PERCENTAGE OF RECYCLED MATERIALS: POST-CONSUMER:_____% POST-INDUSTRIAL__30__% TOTAL RECYCLED CONTENT: __30__% BRAND:__CENTRAL POLY_____

DELIVERY: __21___DAYS

665-24-200020 BA 400, OPAQUE, 9.5 X 18, 3 MIL LLDPE

PKG - 1000 BAGS/CS, BLACK $_100.94/M_____

665-24-200046 BA 600, OPAQUE, 9.5 X 18, 4.5 MIL LLDPE

PKG - 1000 BAGS/CS, BLACK $_116.45/M_____

665-24-200061 BB 400, OPAQUE, 10.5 X 18, 3 MIL LLDPE

PKG - 1000 BAGS/CS, BLACK $_58.23/M_____

665-24-200087 BB 600, CLEAR, 10-1/2 X 18, 4.5 MIL LLDPE

PKG - 100 BAGS/CS $_517.80/M_____

665-24-200111 BC 100, OPAQUE, 17 X 18

PKG - 2000 BAGS/CS, BLACK $_28.89/M_____

665-24-200145 BD 150, OPAQUE, 19.25 X 29

PKG - 1000 BAGS/CS, BLACK $_90.15/M_____

665-24-200160 BD 200, OPAQUE, 19.25 X 29

PKG - 500 BAGS/CS, BLACK $_110.00/M_____

665-24-200186 BD 300, OPAQUE, 19.25 X 29

PKG - 500 BAGS/CS, BLACK $_165.62/M_____

665-24-200236 BF 100, OPAQUE, 20 X 20

PKG - 1000 BAGS/CS, BLACK $_48.03/M_____

665-24-200244 BF 100, CLEAR, 20 X 20

PKG - 1000 BAGS/CS $_48.03/M_____

665-24-200301 BH 150, CLEAR, 24 X 36

PKG -500 BAGS/CS $_125.47/M_____

665-24-200335 BH 200, OPAQUE, 24 X 36

PKG - 500 BAGS/CS, BLACK $_126.81/M_____

665-24-200384 BH 300, OPAQUE, 24 X 36

PKG - 250 BAGS/CS, BLACK $_191.77/M_____

665-24-200426 BH 600, OPAQUE, 24 X 36

PKG - 150 BAGS/CS, BLACK $_409.44/M_____

665-24-200624 BK 150, OPAQUE, 24 X 45

PKG - 250 BAGS/CS, BLACK $_137.23/M_____

665-24-200640 BK 200, OPAQUE, 24 X 45

PKG - 250 BAGS/CS, BLACK $_166.10/M_____

665-24-200665 BK 300, OPAQUE, 24 X 45

PKG - 200 BAGS/CS, BLACK $_210.68/M_____

665-24-200699 BN 200, CLEAR, 26 X 40

PKG - 250 BAGS/CS $_202.45/M_____

665-24-200764 BN 300, OPAQUE, 26 X 40

PKG - 200 BAGS/CS, BLACK $_268.70/M_____

665-24-200772 BN 300, CLEAR, 26 X 40

PKG - 200 BAGS/CS $_295.02/M_____

665-24-200848 BN 400, OPAQUE, 26 X 40

PKG - 200 BAGS/CS, BLACK $_401.13/M_____

665-24-200889 BN 400, RED, 26" X 40"

PKG - 200 BAGS/CS $_776.38/M_____

665-24-200921 BP 200, OPAQUE, 31 X 54

PKG - 200 BAGS/CS, BLACK $_235.51/M_____

665-24-201002 BP 300, OPAQUE, 31 X 54

PKG - 100 BAGS/CS, BLACK $_377.90/M_____

665-24-201010 BP 300, CLEAR, 31 X 54

PKG - 200 BAGS/CS $_450.29/M_____

665-24-201036 BP 400, OPAQUE, 31 X 54

PKG - 100 BAGS/CS, BLACK $_532.46/M_____

665-24-201069 BR 150, OPAQUE, 33 X 40

PKG - 250 BAGS/CS, BLACK $_158.78/M_____

665-24-201085 BR 200, OPAQUE, 33 X 40

PKG -250 BAGS/CS, BLACK $_182.57/M____

665-24-201093 BR 200, CLEAR, 33 X 40

PKG - 250 BAGS/CS $_211.67/M____

665-24-201168 BR 300, OPAQUE, 33 X 40

PKG - 200 BAGS/CS, BLACK $_258.80/M____

665-24-201176 BR 300, CLEAR, 33 X 40

PKG - 200 BAGS/CS $_305.02/M____

665-24-201242 BU 200, OPAQUE, 36 X 48

PKG - 200 BAGS/CS, BLACK $_237.56/M____

665-24-201259 BU 200, CLEAR, 36 X 48

PKG - 200 BAGS/CS $_255.54/M____

665-24-201325 BV 200, OPAQUE, 38 X 60

PKG - 150 BAGS/CS, BLACK $_322.37/M____

665-24-201333 BV 200, CLEAR, 38 X 60

PKG - 150 BAGS/CS $_332.50/M____

665-24-201408 BX 200, OPAQUE, 38 X 65

PKG - 100 BAGS/CS, BLACK $_378.16/M____

665-24-201440 BX 300, OPAQUE, 38 X 65

PKG - 100 BAGS/CS, BLACK $_517.58/M____

665-24-201481 BX 400, OPAQUE, 38 X 65

PKG - 50 BAGS/CS, BLACK $_621.09/M____

665-24-201499 BX 400, CLEAR, 38 X 65

PKG - 50 BAGS/CS $_720.83/M____

665-24-201523 BX 600, OPAQUE, 38 X 65

PKG - 50 BAGS/CS, BLACK $_1190.44/M____

665-24-201580 BY 200, CLEAR, 44" X 60"

PKG - 100 BAGS/CS $_382.05/M_____

BAGS (LINERS) POLYETHYLENE PLASTIC, SPECIAL, FOOD SERVICE, CLEAR, TYPE B, MUST BE USDA APPROVED FOR USE W/EDIBLE FOOD COMMODITIES, TO BE LLDPE/LDPE TYPE FOR RATING UP TO 170 DEGREES F. AND IMPERVIOUS TO LIQUID HEAT AT 140 DEGREES F., TO MEET TEXAS SPEC. 665-24-01E DATED 8-12-99 (TYPE "B"), FLAT PACKED SPECIFY TYPE OF BAG BID (LDPE OR LLDPE):_LLDPE_ PERCENTAGE OF RECYCLED MATERIALS: POST-CONSUMER:____%, POST-INDUSTRIAL:_30_% TOTAL RECYCLED CONTENT:__30_% BRAND:_CENTRAL POLY_____ DELIVERY __21__ DAYS.

665-24-220507 28" X 24" MIN. 2.25 MIL (LDPE OR LLDPE)

PKG 500 BAGS/CS $_141.77/M_____

665-24-221000 18" X 30", MIN. 2.25 MIL (LDPE OR LLDPE)

PKG - 500 BAGS/CS $_127.34/M_____

665-24-221109 27" X 35" MIN. 2.25 MIL (LDPE OR LLDPE)

PKG 500 BAGS/CS $_320.90/M_____

665-24-221208 32" X 60", MIN. 2.25 MIL (LDPE OR LLDPE)

PKG - 150 BAGS/CS $_395.94/M_____

665-24-221406 32" X 60", MIN. 4.0 MIL (LDPE OR LLDPE)

PKG - 150 BAGS/CS $_898.83/M_____

665-24-221505 125 X 32 MIN. 1.4 MIL (LDPE OR LLDPE)

COOKING BAG PROCESSED TYPE CLOSED IN

PKG - BAGS/CS $_1480.36/M____

BAGS (LINERS) POLYOLEFIN FILM, FOR MEAT PRODUCTS, FOOD SERVICE QUALITY, TYPE B, MUST BE USDA APPROVED FOR USE W/EDIBLE FOOD COMMODITIES, MUST PROVIDE OXYGEN BARRIER TO INCREASE FOOD SHELF LIFE. TO MEET TEXAS SPECIFICATION 665-24-01E DATED 8-12-99 SPECIFY TYPE OF BAG BID (LDPE OR LLDPE):_LLDPE__ PERCENTAGE OF RECYCLED

MATERIALS: POST-CONSUMER:_____% POST-INDUSTRIAL:_30__% TOTAL RECYCLED CONTENT:__30_% BRAND: __CENTRAL POLY_____ DELIVERY:__21__ DAYS

665-24-231009 6" X 30" FLAT, MIN. 2 MIL THICKNESS MULTI-PLY

PKG 2000 BAGS/CS $_101.97_____

BAGS (LINERS) POLYETHYLENE PLASTIC, TO MEET TEXAS SPEC 665-24-01E DATED 8-12-99 (TYPE "B") <NOTE EXCEPTION TO SPEC. - ALL BAGS MUST BE PACKED ON ROLLS> SPECIFY TYPE OF BAG BID (LDPE OR LLDPE):_LLDPE_ PERCENTAGE OF RECYCLED MATERIALS: POST-CONSUMER:_____%, POST-INDUSTRIAL:_30__% TOTAL RECYLED CONTENT: __30_% BRAND:__CENTRAL POLY____ DELIVERY:__21_ DAYS

665-24-250389 BR 200, OPAQUE, 33 X 40

PKG - 250 BAGS/CS, BLACK $_179.48/M_____

665-24-251007 BV400, EXCEPTION TO BE MIN 2.5 MIL (LDPE OR LLDPE)

CLEAR, 38 X 58 PKG - 100 BAGS/CS $_693.55/M_____

BAGS (LINERS) POLYETHYLENE PLASTIC, WHITE, TYPE B, SIZE BR300, MEETING TEXAS SPEC. 665-24-01E DATED 8-12-99 (TYPE "B"), IMPRINTED TO BE EITHER FLAT PACKED OR IN ROLLS, 100 EACH PER CASE, FOUR (4) INCH WIRE TIE CLOSURES TO BE FURNISHED. SPECIFY TYPE OF BAG BID (LDPE OR LLDPE):_LLDPE__PERCENTAGE OF RECYCLED MATERIALS: POST-CONSUMER:_____%, POST-INDUSTRIAL:__30_% TOTAL RECYCLED CONTENT:_30__% BRAND:_CENTRAL POLY____ DELIVERY:__21__ DAYS

665-24-271005 5 TO 9 M, PKG 100 BAGS/CS $_348.95/M_____

665-24-271203 10 TO 19 M, PKG 100 BAGS/CS $_348.95/M_____

665-24-271302 20 M OR MORE, PKG 100 BAGS/CS $_399.84/M_____

BAGS (LINERS) POLYETHYLENE PLASTIC, CLEAR, VENTED, TYPE B, SIZE BX400, MEETING TEXAS SPEC. 665-24-01E DATED 8-12-99 (TYPE "B"), FOR LINING 55 GAL. LITTER DRUMS, TO BE PERFORATED W/4 TO 6 DRAIN HOLES, NO HIGHER THAN 8 INCHES FROM THE BOTTOM BAG SEAM, W/ THE HOLE 1/4" OR 3/8" DIAMETER EQUIDISTANT FROM EACH OTHER, SHALL BE THE SAME PATTERN ON BOTH SIDES OF THE BOTTOM SEAM OF THE BAG. TO BE PACKED 50 EACH PER BOX, FLAT PACKED, ROLLS NOT ACCEPTABLE. SPECIFY TYPE OF BAG BID (LDPE OR LLDPE):_LLDPE__ PERCENTAGE OF RECYCLED MATERIALS: POST-CONSUMER:_____%, POST-INDUSTRIAL:_30__% TOTAL RECYCLED CONTENT:_30__% BRAND:_CENTRAL POLY____ DELIVERY:__21_ DAYS

665-24-281004 5 TO 9M, PKG 50 BAGS/CS $_966.43/M_____

665-24-281202 10 TO 19 M, PKG 50 BAGS/CS $_931.18/M_____

665-24-281301 20 M OR MORE, PKG 50 BAGS/CS $_879.89/M_____

BAGS (LINERS) HIGH DENSITY POLYETHYLENE PLASTIC TO MEET TEXAS SPEC. 665-24-01E DATED 8-12-99 (TYPE "C") TRANSLUCENT (OPAQUE) PERCENTAGE OF RECYCLED MATERIALS: POST-CONSUMER:_____% POST-INDUSTRIAL:_30__% TOTAL RECYCLED CONTENT:_30__% BRAND:_CENTRAL POLY____ DELIVERY:_21__ DAYS

665-24-300028 HD17M, 17 X 17 (13 X 4 X 17), CAPACITY 10#,
4 GALS, PKG 2000 BAGS/CS $_28.68/CS_____

665-24-300044 HD17H, 17 X 17 (13 X 4 X 17), CAPACITY 15#,
4 GALS, PKG 2000 BAGS/CS $_28.68/CS_____

665-24-300069 HD21M, 20 X 21 (12 X 8 X 21), CAPACITY 10#,
7 GALS, PKG 1000 BAGS/CS $_32.21/CS_____

665-24-300085 HD21H, 20 X 21 (12 X 8 X 21), CAPACITY 15#,
7 GALS, PKG 1000 BAGS/CS $_30.64/CS_____

665-24-300093 HD23M, 24 X 23 (15 X 9 X 23), CAPACITY 20#

7-10 GALS, PKG 1000 BAGS/CS $_22.27/CS_____

665-24-300119 HD23H, 24 X 23 (15 X 9 X 23), CAPACITY 25#

7-10 GALS, PKG 1000 BAGS/CS $_20.84/CS_____

665-24-300135 HD32M, 24 X 32 (15 X 9 X 32), CAPACITY 20#

12-16 GALS, PKG 1000 BAGS/CS $_27.96/CS_____

665-24-300150 HD32H, 24 X 32 (15 X 9 X 32), CAPACITY 25#

12-16 GALS, PKG 1000 BAGS/CS $_27.93/CS_____

665-24-300176 HD36L, 30 X 36 (16 X 14 X 36), CAPACITY 25#

20-30 GALS, PKG 500 BAGS/CS $_27.17/CS_____

665-24-300192 HD36M, 30 X 36 (16 X 14 X 36), CAPACITY 50#

20-30 GALS, PKG 500 BAGS/CS $_28.00/CS_____

665-24-300218 HD36H, 30 X 36 (16 X 14 X 36), CAPACITY 75#

20-30 GALS, PKG 500 BAGS/CS $_28.22/CS_____

665-24-300234 HD39L, 30 X 39 (23 X 10 X 39), CAPACITY 25#

33 GALS, PKG 500 BAGS/CS $_23.69/CS_____

665-24-300259 HD39M, 33 X 39 (23 X 10 X 39), CAPACITY 50#

33 GALS, PKG 250 BAGS/CS $_23.69/CS_____

665-24-300275 HD39H, 33 X 39 (23 X 10 X 39), CAPACITY 75#

33 GALS, PKG 250 BAGS/CS $_26.01/CS_____

665-24-300291 HD47M, 40 X 47 (23 X 17 X 47), CAPACITY 50#

40-45 GALS, PKG 250 BAGS/CS $_30.61/CS_____

665-24-300317 HD47H, 40 X 47 (23 X 17 X 47), CAPACITY 75#

40-45 GALS, PKG 250 BAGS/CS $_32.08/CS_____

665-24-300333 HD59M, 36 X 59 (22 X 14 X 59), CAPACITY 50#

55 GALS, PKG 200 BAGS/CS $_25.68/CS_____

665-24-300358 HD59H, 36 X 59 (22 X 14 X 59), CAPACITY 75#

55 GALS, PKG 200 BAGS/CS $_29.98/CS_____

665-24-300374 HD60M, 38 X 59 (22 X 16 X 59), CAPACITY 50#

60 GALS, PKG 200 BAGS/CS $_30.64/CS_____

665-24-300390 HD60H, 38 X 59 (22 X 16 X 59), CAPACITY 75#

60 GALS, PKG 200 BAGS/CS $_26.15/CS_____

BAGS (LINERS) HIGH DENSITY POLYETHYLENE PLASTIC, SPECIAL, FOOD SERVICE, CLEAR TYPE C, MUST BE USDA AND FDA (177.1520) APPROVED FOR USE WITH EDIBLE FOOD COMMODITIES, TO MEET TEXAS SPEC. 665-24-021E DATED 8-12-99 (TYPE "C"). FLAT PACKED. PERCENTAGE OF RECYCLED MATERIALS: POST-CONSUMER:_____%, POST-INDUSTRIAL:_30__%, TOTAL RECYCLED CONTENT:_30__% BRAND:__ CENTRAL POLY_____ DELIVERY: _21__ DAYS

665-24-320505 18" X 24" - PKG - 250 BAGS/CS $_91.29/CS_____

665-24-321008 18" X 30" - PKG - 500 BAGS/CS $_61.27/CS_____

665-24-321107 27" X 35" - PKG - 500 BAGS/CS $_63.89/CS_____

665-24-321206 32" X 60" - PKG - 150 BAGS/CS $_45.62/CS_____

BAGS (LINERS) TYPE D, IMPRINTED CONTAMINATED/HAZARDOUS WASTE. TO MEET TEXAS SPEC. 665-24-01E DATED 8-12-99 (TYPE "D"). PERCENTAGE OF RECYCLED MATERIALS: POST-CONSUMER:_____%, POST-INDUSTRIAL:_30__%, TOTAL RECYCLED CONTENT:_30__% BRAND:__CENTRAL POLY___ DELIVERY: __21_ DAYS

665-24-350023 CRO RED 7 GAL 25# CAP. 20 X 21 (12X8X21)

PKG 2000 BAGS/CS $_172.15_____

665-24-350049 CYO YELLOW 7 GAL 25# CAP. 20 X 21 (12X8X21)

PKG 1000 BAGS/CS $_208.69/M_____

665-24-350064 CRI RED 10 GAL 25# CAP. 24 X 25 (15X9X25)

PKG 1000 BAGS/CS $_203.35/M_____

665-24-350080 CY1 YELLOW 10 GAL 25# CAP. 24 X 25 (15X9X25)

PKG 1000 BAGS/CS $_247.84/M_____

665-24-350106 CR2 RED 12-16 GAL 30# CAP. 24 X 32 (15X9X32)

PKG 1000 BAGS/CS $_312.96/M_____

665-24-350122 CY2 YELLOW 12-16 GAL 30# CAP. 24 X 32 (15X9X32)

PKG 1000 BAGS/CS $_469.13/M_____

665-24-350148 CR3 RED 20-30 GAL 40# CAP. 30 X 36 (16X4X36)

PKG 500 BAGS/CS $_521.71/M_____

665-24-350163 CY3 YELLOW 20-30 GAL 40# CAP. 30 X 36 (16X4X36)

PKG 500 BAGS/CS $_521.71/M_____

665-24-350189 CR4 RED 33 GAL 45# CAP. 33 X 39 (23X10X39)

PKG 500 BAGS/CS $_621.09/M_____

665-24-350205 CY4 YELLOW 33 GAL 45# CAP. 33 X 39 (23X10X39)

PKG 500 BAGS/CS $_717.43/M_____

665-24-350221 CR5 RED 40-45 GAL 50# CAP. 40 X 47 (23X17X47)

PKG 250 BAGS/CS $_834.65/M_____

665-24-350247 CY5 YELLOW 40-45 GAL 50# CAP. 40 X 47 (23X17X47)

PKG 250 BAGS/CS $_965.12/M_____

665-24-350262 CR6 RED 55-60 GAL 75# CAP. 38 X 59 (22X16X59)

PKG 200 BAGS/CS $_1604.50/M____

665-24-350288 CY6 YELLOW 55-60 GAL 75# CAP. 38 X 59 (22X16X59)

PKG 200 BAGS/CS $_1604.50/M____

CENTRAL POLY CORP.

Manufacturers of Polyethylene Films, Bags, Drum Liners, Box Liners & Specialties
2400 Bedle Place PO Box 4097 Linden ,NJ 07036 TeL(908)862-7570 Fax(908)862-9019

Company Policy

Please be advised Central Poly Corporation will not accept verbal orders unless you have a Blanket Purchase Order.

Orders will be accepted;

- E-mailed to bids@centralpoly.com
- Fax to (908) 862-9019
- Mail to 2400 Bedle Place-Linden-NJ-07036

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2400 Bedle Pl. PO Box 4097 Linden ,NJ 07036 TeL(908)862-7570 Fax(908)862-9019

Attention: Buyer,

The principle of this letter is to inquire all facilities to include us to your vendors list for bids referring to the commodities listed below.

We manufacture plastic bags and now have a full line of paper products, cafeteria supplies, cleaning, sanitary products, custodial and janitorial supplies, and Rubbermaid commercial products.

Central Poly is dedicated to providing quality products in a timely fashion. We are looking forward to doing business with your Facilities.

We receive bids via mail, fax and emailed to Melissa@centralpoly.com.

If there is a way that we can register please advice us at your earliest convenience so that we can start receiving bids for the above listed commodities.

If there are any questions or comments, please do not hesitate to contact us at the above referenced number.

Once again, we are looking forward to doing business with your facilities.

Thank You,
Andrew Hoffer/President

CENTRAL POLY CORP.
Manufacturers Of Polyethylene Films, Bags, Drum Liners, Box Liners & Specialties
2400 Bedle Place Po Box 4097 Linden, NJ 07036 Tel(908)862-7570 Fax(908)862-9019

EQUAL EMPLOYMENT OPPORTUNITY

Central Poly Corporation will not discriminate against any employee or applicant for employment because of race, creed, color sex, national origin or handicap status.

Central Poly Corporation will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin or handicap status. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Central Poly Corp. agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

Central Poly Corp. will, in all applications or advertisements for employees placed by or on behalf of Central Poly Corp., state that all qualified applicants will receive consideration for employment without regard to race, creed, color, se, national origin or handicap status.

Truly,

Andrew Hoffer
President.

State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

APPROVED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **CENTRAL POLY BAG CORP** as a **Category 3** approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at: www.njportal.com/DOR/SBERegistry/.

Andrew Pantelides
Assistant Director

Issued: November 5, 2012
Certification Number: 61047-25

Expiration: November 4, 2015

11

South Central Texas Regional Certification Agency
of Bexar County, Texas hereby duly affirms that:

Central Poly Corporation

has successfully met the established requirements of SCTRCA's Business Enterprise Certification Program to be certified as a

Small Business Enterprise (SBE)

Certified NAICS Codes:

NAICS-424130: INDUSTRIAL SUPPLIES, DISPOSABLE PLASTICS, PAPER, MERCHANT WHOLESALERS
NAICS-561720: JANITORIAL SERVICES

Certification Number: 211087119
Effective Date: August 23, 2011
Expiration Date: August 31, 2013

Blaine R. Mitchell
Executive Director

Note: This certificate is the property of the South Central Texas Regional Certification Agency and may be revoked should the above named firm graduate from or fails to comply with SCTRCA's Business Enterprise Program. A Certification Renewal Application is required every two years.

Extremely Urgent

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LTR 1 OF 1

SHIP TO:
DEBORAH L. CLARK/PURCHASING AGENT
(409) 835-8593
JEFFERSON COUNTY PURCHASING DIVISIO
BID DUE 10-08-2013 @ 11:00AM
SEALED BID: 05-055/TI JANIT SUPP.
149 PEARL STREET, FIRST FLOOR
BEAUMONT TX 77701

TX 777 0-01

UPS 2ND DAY AIR 2

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2400 Bedle Place
Linden, NJ 07036
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100% Recycled fiber
80% Post-Consumer

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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

September 16, 2013

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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 Catalog Pricing for Janitorial Supplies for Jefferson County**
BID NO:	**IFB 13-021/JW**
DUE DATE/TIME:	**11:00 AM, October 8, 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 Clark

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – September 18th and 25th, 2013

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

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Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – September 18th and 25th, 2013

IFB 13-021/JW
Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Bids due: 11:00 AM, October 8, 2013

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "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 Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

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

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

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

2. 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. 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.

4. 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.

5. 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

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 a 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 Division.

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, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. 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 (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/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 posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. 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 to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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 requested at the time of annual renewal. 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.

4.13 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 shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall 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. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

The contractor (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, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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 – refer to Section 6 above.

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 Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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 I.1. – I.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, Contract Specialist (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 13-021/JW.

Scope

Jefferson County is asking for sealed bids for a catalog discount on the purchase or janitorial supplies for a year with an option to renew for four (4) additional years. All bids must be submitted on the Bid Sheets provided. **DO NOT BIND OR STAPLE BID PACKET.**

It is likely that **multiple awards** will be made with this bid.

Specifications are for unknown quantities of items to be purchased on an "as needed" basis.

Two (2) current catalogs shall be included with this bid. Upon award of contract you will be asked to supply two (2) catalogs to Jefferson County departments.

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the county. No charge packing list marked with the applicable purchase order number shall be enclosed with each "no charge" shipment.

Based on a review of recent past fiscal years, Jefferson County spends approximately $275,000.00 per fiscal year on janitorial equipment and supplies.

No Guarantee Annual Volume

This is an "open catalog" bid for purchase as funds become available, however, there is no commitment to purchase any given number of products.

Catalog Requirements

Bidder must provide free of charge to the county and county departments two (2) bound catalogs or bound price lists for use in product selection within twenty (20) days after bid is awarded. These bound documents must be clearly labeled on front cover with the name of said bid and beginning and ending contract dates.

Delivery

The County desires to purchase its janitorial products from established merchants **who have goods in stock**, and are prepared to **make delivery within 48 hours**. All delivery and freight charges (F.O.B. Jefferson County various locations listed below) are to be included in bid price. Bidder bears freight charges.

Maintenance Department – Courthouse
1149 Pearl – Basement
Beaumont, Texas 77701
Contact: David Knight, 409-835-8511

Maintenance Department – Subcourthouse
525 Lakeshore Drive
Port Arthur, Texas 77640
Contact: Mark Bernard, 409-983-8307

Correctional Facility
5030 Hwy. 69 South
Beaumont, Texas 77705
Contact: Chief Jeff Theriot, 409-726-2520

Road & Bridge Precinct #1
2205 Hwy. 90
China, Texas 77613
Contact: Robbie Griffin, 409-752-2891

Road & Bridge Precinct #2
7759 Viterbo Road
Beaumont, Texas 77705
Contact: Mike Trahan, 409-960-8200

Road & Bridge Precinct #3
5700 Jade Avenue
Port Arthur, Texas 77640
Contact: Mark Redwine, 409-983-8306

Road & Bridge Precinct #4
7780 Boyt Road
Beaumont, Texas 77713
Contact: Kenneth Minkins, 409-794-2444

Crime Laboratory
5030 Hwy. 69 South, Suite 500
Beaumont, Texas 77705
Contact: Linda Johnson, 409-726-2577

Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705
Contact: Duke Youmans, 409-722-0643

Juvenile Probation
5326 Hwy. 69 South
Beaumont, Texas 77705
Contact: Chief Ed Cockrell, 409-722-7474

Mid-County Office Building
7933 Viterbo Road
Beaumont, Texas 77705
Contact: Frank Adams, 409-960-8200

Mosquito Control District
8905 First Street
Beaumont, Texas 77705
Contact: Kevin Sexton, 409-719-5940

Vendor Profile Information Form

Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.

1. Company Name: Certified Laboratories a Division of NCH Corporation

   Address: 2727 Chemsearch Blvd
   Irving Tx 75062

   Telephone: 972 438 0241 E-mail: certified_lab_bid_department@nch.com -or- orders@nch.com

2. List offices closest to Beaumont.

   Name: above ↑

   Address:

3. How long has your company done business in Southeast Texas under its existing name? 91 years

4. If the company does not have a local office in Southeast Texas, how does the bidder propose to meet the county's needs?

   We ship from our plant in Irving, Tx.

5. Does the bidder have personnel who can visit the county when information may be needed or problems resolved? Yes ☑ No ☐

6. Can the bidder provide two (2) catalogs or price list to each department? Yes ☐ No ☑

   If not, what can be provided?

   2 price lists attached

Vendor Profile Information Form (Continued)

7. Do you have a fax machine for electronic communication purposes with your customers? Yes ☑ No ☐

8. Do you accept purchase orders via fax? Yes ☑ No ☐

9. Do you have a toll-free telephone number for use by your customers? Yes ☑ No ☐

10. Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours? Yes ☑ No ☐

If yes, please explain:

We quote 5-7 days ARO.

Bidder Shall Return Completed Form with Offer.

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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:

CERTIFIED LABORATORIES, A DIV OF NCH CORP.
Company Name

P.O. BOX 2493
FORT WORTH, TX 76113-2493
Address

City State Zip

A. M. Setford
Signature of Person Authorized to Sign

A.M. Setford
Printed Name

Bid Manager
Title

For clarification of this offer, contact:

A.M. Setford
Name

9724380241 9724380634
Phone Fax

certifiedlabs.biddepartment@nch.com
E-mail
-or-
orders@nch.com

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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.

This contract shall henceforth be referred to as Contract No. 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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 Shall Return Completed Form with Offer.

Bid Form

CATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog with the below noted exceptions:

10 %

Comments: NA

PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with the below noted exceptions:

10 %

Comments: NA

SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price with the below noted exceptions:

0 %

Comments: NA

EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS

attached price list has no exceptions

Dated Purchase Orders

The bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen (15) days following the date of expiration.

Questions concerning the terms and conditions will be directed in writing to the County's purchasing department for receipt no later than 10 calendar days prior to the "bid opening" date. Inquiries must reference the date of "bid opening." Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature: A. M. Sefford Date: 10.1.13

Typed Name: A M Sefford

Bid Form (Continued)

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

Company: Certified Laboratories a Division of NCH Corporation

Sales Contact: William Frederman Phone: _____

Address: c/o ITDQ

Phone No.: 800 527 9929

Fax No: 972 438 0634

E-mail: certifiedlabs.biddepartment@nch.com -or- orders@nch.com

Employee Identification Number: NA

Authorized Signature: A. M. Stafford

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form 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: Jefferson County Precinct 3

Address:

Contact Person and Title: Kimberly Doyl Office Mgr.

Phone: 409 736 2851 Fax:

Contract Period: NA Scope of Work:

REFERENCE TWO

Government/Company Name: City of Nederland Water Plant

Address:

Contact Person and Title: Robert Sangster Plant Director

Phone: 409 723 1540 Fax:

Contract Period: NA Scope of Work:

REFERENCE THREE

Government/Company Name: Stonegate Manor Apartments

Address:

Contact Person and Title: Jason Hayes Owner / Property Director

Phone: 409 727 0709 Fax:

Contract Period: Scope of Work:

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.

CERTIFIED LABORATORIES,	A. M. Setford
Bidder (Entity Name)	Signature
A DIV. OF NCH CORP.	
P.O. BOX 2493	A M Setford
Street & Mailing Address	Print Name
FORT WORTH, TX 76113-2493	
	10.1.13
City, State & Zip	Date Signed
800 521 9929	972 438 0634
Telephone Number	Fax Number

certifiedlabs@biddepartment@nch.com
E-mail Address

– or –
orders@nch.com

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

Certified Laboratories a Division of NCH Corporation

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(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.)

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.

NA

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.

NA

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.

7.

A.M. Pafford — Signature of person doing business with the governmental entity

10.1.13 — 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 price list only

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 contract 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.

A M Setford
Printed Name of Authorized Representative

A. M. Setford
Signature

Bid Manager
Title

10.1.13
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

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): N/A

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: N/A Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

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 Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: NA

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: NA

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

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: NA

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

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

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

Subcontractor Name: NA

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: NA
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

Subcontractor Name: _____

Address: NA _____
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: NA _____
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: NA _____

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 Certified Laboratories [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.):	75-0457200
Company Name submitting bid/proposal:	Certified Laboratories a Division of NCH Corporation
Mailing address:	2727 Chemsearch Blvd Irving TX 75062
If you are an individual, list the names and addresses of any partnership of which you are a general partner: NA	

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

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

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 Texas COUNTY OF Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas on this day personally appeared Anna Setford (name), who after being by me duly sworn, did depose and say:

"I, A M Setford (name), am a duly authorized officer of/agent for Certified Labs a Div of NCH Corporation (name of firm) and have been duly authorized to execute the foregoing on behalf of the said Certified Labs a Div of NCH 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: Certified Laboratories a Division of NCH Corporation 2727 Chemsearch Blvd. Irving Tx 75062

Fax: 972 438 0634 Telephone# 800 527 9919

by: A M Setford (print name) Title: Bid Manager

Signature: A M Setford

SUBSCRIBED AND SWORN to before me by the above-named _____ on this the 1st day of Oct, 2013.

TERESA A. AMBROSE
Notary Public, State of Texas
My Commission Exp. 12-13-2015

Notary Public in and for the State of TX

Bidder Shall Return Completed Form with Offer.

Product description	Oracle #	Pack	Unit	List Price	Unit	Jefferson Cnty Price	Unit
ALOEDERM, 2 X 2.5 GL, NAC MM	12033304	5	GL	$ 49.25	GL	$ 44.33	GL
AQUA-SOL 20/20, 2 X 2.5 GL, NAC CL	10030976	5	GL	$ 37.30	GL	$ 33.57	GL
AQUA-SOL 20/20, 20 GL, NAC CL	10041738	20	GL	$ 32.24	GL	$ 29.02	GL
AQUA-SOL 20/20, 330 GL PWC TOTE, NAC CL	10177179	330	GL	$ 25.55	GL	$ 23.00	GL
AQUA-SOL 20/20, 35 GL, NAC CL	10041737	35	GL	$ 30.75	GL	$ 27.68	GL
AQUA-SOL 20/20, 55 GL, NAC CL	10035003	55	GL	$ 28.92	GL	$ 26.03	GL
AQUA-SOL 20/20, 6 X 1 GL, NAC CL	10040042	6	GL	$ 38.75	GL	$ 34.88	GL
AQUA-SOL 20/20, 7 GL, NAC CL	10035004	7	GL	$ 34.36	GL	$ 30.92	GL
AQUA-SOL, 2 X 2.5 GL, NAC CL	10030293	5	GL	$ 32.60	GL	$ 29.34	GL
AQUA-SOL, 20 GL, NAC CL	10041096	20	GL	$ 27.54	GL	$ 24.79	GL
AQUA-SOL, 330 GL PWC TOTE, NAC CL	10177239	330	GL	$ 21.85	GL	$ 19.67	GL
AQUA-SOL, 35 GL, NAC CL	10041094	35	GL	$ 26.05	GL	$ 23.45	GL
AQUA-SOL, 55 GL, NAC CL	10041093	55	GL	$ 24.22	GL	$ 21.80	GL
AQUA-SOL, 7 GL, NAC CL	10195464	7	GL	$ 29.66	GL	$ 26.69	GL
BERRY BLAST, 12 X 12 OZ, NAC MM	12033811	1	DZ	$ 238.28	DZ	$ 214.45	DZ
BEST BRAKE AEROSOL, DZ, NAC MM	12039408	1	DZ	$ 148.28	DZ	$ 133.45	DZ
BIKE POLISH, 330 GL PWC TOTE, US CL	10195154	300	GL	$ 11.05	GL	$ 9.95	GL
BLUE FORCE ADVANCED, 2 X 2.5 GL, NAC CL	12040157	5	GL	$ 42.05	GL	$ 37.85	GL
BLUE FORCE ADVANCED, 20 GL, NAC CL	12040138	20	GL	$ 36.99	GL	$ 33.29	GL
BLUE FORCE ADVANCED, 55 GL, NAC CL	12040151	55	GL	$ 33.67	GL	$ 30.30	GL
BLUE HEAT, 12 X 24 OZ, US MM	10032644	1	DZ	$ 231.28	DZ	$ 208.15	DZ
BLUE KING, 2 X 2.5 GL, US CL	10063445	5	GL	$ 26.30	GL	$ 23.67	GL
BLUE KING, 20 GL, US CL	10185718	20	GL	$ 21.24	GL	$ 19.12	GL
BLUE KING, 330 GL PRB TOTE, US CL	10195098	330	GL	$ 14.60	GL	$ 13.14	GL
BLUE KING, 35 GL, US CL	10195096	35	GL	$ 19.75	GL	$ 17.78	GL
BLUE KING, 55 GL, US CL	10062982	55	GL	$ 17.92	GL	$ 16.13	GL
BLUE KING, 7 GL, US CL	10195095	7	GL	$ 23.36	GL	$ 21.02	GL
BRILLIANCE AEROSOL, DZ, NAC MM	10033192	1	DZ	$ 142.78	DZ	$ 128.50	DZ
BRILLIANCE, 2 X 2.5 GL, NAC MM	12041512	5	GL	$ 32.60	GL	$ 29.34	GL
BRILLIANCE, 20 GL, NAC MM	12041527	20	GL	$ 27.49	GL	$ 24.74	GL
BRUSH OFF CONCRETE OIL STAIN REMOVE, 1 DZ, US MM	10063060	1	DZ	$ 282.78	DZ	$ 254.50	DZ
BRUSH OFF CONCRETE OIL STAIN REMOVE, 1/2 DZ, US MM	10063069	1	DZ2	$ 152.85	DZ2	$ 137.57	DZ2
C-W CONCENTRATE, 100 LB, US CL	10193817	100	LB	$ 4.88	LB	$ 4.39	LB
C-W CONCENTRATE, 425 LB, US CL	10044450	425	LB	$ 3.70	LB	$ 3.33	LB
CAST OUT, 12 X 24 OZ, US MM	10032642	1	CS	$ 210.74	CS	$ 189.67	CS
CAST OUT, 2 X 2.5 GL, US MM	10194841	5	GL	$ 36.35	GL	$ 32.72	GL
CELESTIAL SCENT, 12 X 12 OZ, NAC MM	12033809	1	DZ	$ 238.28	DZ	$ 214.45	DZ
CERTISUDS EF, 2 X 2.5 GL, NAC MM	12040075	5	GL	$ 43.10	GL	$ 38.79	GL
CERTISUDS EF, 20 GL, NAC MM	12040076	20	GL	$ 38.04	GL	$ 34.24	GL
CERTISUDS EF, 55 GL, NAC MM	12040077	55	GL	$ 34.72	GL	$ 31.25	GL
CHEM-BRITE EF, 2 X 2.5 GL, NAC MM	12037922	5	GL	$ 45.70	GL	$ 41.13	GL
CHEM-BRITE EF, 20 GL, NAC MM	12037920	20	GL	$ 40.64	GL	$ 36.58	GL
CHEM-BRITE EF, 35 GL, NAC MM	12037919	35	GL	$ 39.15	GL	$ 35.24	GL
CHEM-BRITE EF, 55 GL, NAC MM	12037918	55	GL	$ 37.32	GL	$ 33.59	GL
CHEM-BRITE EF, 7 GL, NAC MM	12037921	7	GL	$ 42.76	GL	$ 38.48	GL
CHERRY BLITZ W/ PUMP TOP, 4 X 4 LT / 4 X 1 GL, NAC MM	10074998	1	CS	$ 158.24	CS	$ 142.42	CS
CHERRY BLITZ WIPES, 6 X 90 COUNT, NAC MM	10074582	1	CS	$ 135.24	CS	$ 121.72	CS
CHERRY BLITZ, 12 X 22 OZ, US MM	10075277	1	DZ	$ 117.28	DZ	$ 105.55	DZ
CINNAMON FOAM CLEANER EF, 2 X 2.5 GL, NAC MM	10194091	5	GL	$ 42.20	GL	$ 37.98	GL
CINNAMON FOAM CLEANER EF, 20 GL, NAC MM	10194090	20	GL	$ 37.09	GL	$ 33.38	GL

Product description	Oracle #	Pack	Unit	List Price	Unit	Jefferson Cnty Price	Unit
CINNAMON FOAM CLEANER EF, 55 GL, NAC MM	10194088	55	GL	$ 33.72	GL	$ 30.35	GL
CITRUS KLAW, 2 X 2.5 GL, US CL	10035539	5	GL	$ 40.90	GL	$ 36.81	GL
CITRUS KLAW, 20 GL, US CL	10042967	20	GL	$ 35.84	GL	$ 32.26	GL
CITRUS KLAW, 35 GL, US CL	10194072	35	GL	$ 34.35	GL	$ 30.92	GL
CITRUS KLAW, 350 GL SST TOTE, US CL	10194071	350	GL	$ 28.10	GL	$ 25.29	GL
CITRUS KLAW, 55 GL, US CL	10194070	55	GL	$ 32.52	GL	$ 29.27	GL
CITRUS KLAW, 7 GL, US CL	10035537	7	GL	$ 37.96	GL	$ 34.16	GL
CLEAN SLATE, 20 GL, NAC MM	10186026	20	GL	$ 39.09	GL	$ 35.18	GL
CLEAN SLATE, 5 GL, NAC MM	12042998	5	GL	$ 47.20	GL	$ 42.48	GL
CLEAN SLATE, 55 GL, NAC MM	10186029	55	GL	$ 35.77	GL	$ 32.19	GL
CLEAN SPLIT, 20 GL, US CL	10185716	20	GL	$ 42.74	GL	$ 38.47	GL
CLEAN SPLIT, 330 GL PWC TOTE, US CL	10194038	330	GL	$ 32.90	GL	$ 29.61	GL
CLEAN SPLIT, 55 GL, US CL	10194036	55	GL	$ 39.42	GL	$ 35.48	GL
CLEAN SWEEP LF, 2 X 2.5 GL, NAC MM	12040002	5	GL	$ 28.90	GL	$ 26.01	GL
CLEAN SWEEP LF, 2 X 2.5 GL, US CL	10179413	5	GL	$ 28.90	GL	$ 26.01	GL
CLEAN SWEEP LF, 20 GL, NAC MM	12040003	20	GL	$ 23.84	GL	$ 21.46	GL
CLEAN SWEEP LF, 20 GL, US CL	10179415	20	GL	$ 23.84	GL	$ 21.46	GL
CLEAN SWEEP LF, 330 GL PWC TOTE, US CL	10177174	330	GL	$ 17.65	GL	$ 15.89	GL
CLEAN SWEEP LF, 35 GL, US CL	10179416	35	GL	$ 22.35	GL	$ 20.12	GL
CLEAN SWEEP LF, 55 GL, NAC MM	12040030	55	GL	$ 20.52	GL	$ 18.47	GL
CLEAN SWEEP LF, 55 GL, US CL	10181888	55	GL	$ 20.52	GL	$ 18.47	GL
CLEAN SWEEP, 2 X 2.5 GL, US CL	10186130	5	GL	$ 64.70	GL	$ 58.23	GL
CLEAN SWEEP, 20 GL, US CL	10194035	20	GL	$ 59.59	GL	$ 53.63	GL
CLEAN SWEEP, 35 GL, US CL	10194033	35	GL	$ 58.05	GL	$ 52.25	GL
CLEAN SWEEP, 55 GL, US CL	10194032	55	GL	$ 56.22	GL	$ 50.60	GL
CLEAN SWEEP, 7 GL, US CL	10194030	7	GL	$ 61.71	GL	$ 55.54	GL
CLEAREEN, 2 X 2.5 GL, US CL	10194019	5	GL	$ 32.60	GL	$ 29.34	GL
CLEAREEN, 20 GL, US CL	10194018	20	GL	$ 27.49	GL	$ 24.74	GL
CLEAREEN, 35 GL, US CL	10194017	35	GL	$ 25.95	GL	$ 23.36	GL
CLEAREEN, 55 GL, US CL	10194016	55	GL	$ 24.12	GL	$ 21.71	GL
CLEAREEN, 6 X 1 GL, US CL	10194015	6	GL	$ 34.05	GL	$ 30.65	GL
CLEAREEN, 7 GL, US CL	10194014	7	GL	$ 29.61	GL	$ 26.65	GL
CREME CLEANSER, DZ, US MM	10036209	1	DZ	$ 143.78	DZ	$ 129.40	DZ
CUT-THRU ED, 2 X 2.5 GL, NAC MM	12041967	5	GL	$ 57.55	GL	$ 51.80	GL
CUT-THRU ED, 2 X 2.5 GL, US CL	10031538	5	GL	$ 57.55	GL	$ 51.80	GL
CUT-THRU ED, 20 GL, NAC MM	12041968	20	GL	$ 52.49	GL	$ 47.24	GL
CUT-THRU ED, 20 GL, US CL	10185884	20	GL	$ 52.49	GL	$ 47.24	GL
CUT-THRU ED, 35 GL, US CL	10185887	35	GL	$ 51.00	GL	$ 45.90	GL
CUT-THRU ED, 350 GL SST TOTE, NAC MM	12041995	350	GL	$ 44.75	GL	$ 40.28	GL
CUT-THRU ED, 350 GL SST TOTE, US CL	10177165	350	GL	$ 44.75	GL	$ 40.28	GL
CUT-THRU ED, 55 GL, NAC MM	12041970	55	GL	$ 49.17	GL	$ 44.25	GL
CUT-THRU ED, 55 GL, US CL	10193823	55	GL	$ 49.17	GL	$ 44.25	GL
CUT-THRU ED, 7 GL, US CL	10042487	7	GL	$ 54.61	GL	$ 49.15	GL
CUT-THRU EF AEROSOL, DZ, NAC MM	12039402	1	DZ	$ 170.78	DZ	$ 153.70	DZ
CUT-THRU VC, 2 X 2.5 GL, NAC MM	12041971	5	GL	$ 57.55	GL	$ 51.80	GL
CUT-THRU VC, 2 X 2.5 GL, US CL	10186264	5	GL	$ 57.55	GL	$ 51.80	GL
CUT-THRU VC, 20 GL, NAC MM	12041972	20	GL	$ 52.49	GL	$ 47.24	GL
CUT-THRU VC, 20 GL, US CL	10042485	20	GL	$ 52.49	GL	$ 47.24	GL
CUT-THRU VC, 35 GL, US CL	10042483	35	GL	$ 51.00	GL	$ 45.90	GL
CUT-THRU VC, 350 GL SST TOTE, NAC MM	12041996	350	GL	$ 44.75	GL	$ 40.28	GL
CUT-THRU VC, 350 GL SST TOTE, US CL	10175898	350	GL	$ 44.75	GL	$ 40.28	GL
CUT-THRU VC, 55 GL, NAC MM	12041974	55	GL	$ 49.17	GL	$ 44.25	GL
CUT-THRU VC, 55 GL, US CL	10193820	55	GL	$ 49.17	GL	$ 44.25	GL

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CUT-THRU VC, 7 GL, US CL	10185881	7	GL	$ 54.61	GL	$ 49.15	GL
DAYBREAK, 2 X 2.5 GL, NAC MM	12039429	5	GL	$ 35.80	GL	$ 32.22	GL
DAYBREAK, 2 X 2.5 GL, US CL	10035376	5	GL	$ 35.80	GL	$ 32.22	GL
DDS-164 PLUS, 2 X 2.5 GL, US CM	10193737	5	GL	$ 42.75	GL	$ 38.48	GL
DDS-164 PLUS, 20 GL, US CM	10193736	20	GL	$ 37.64	GL	$ 33.88	GL
DDS-164 PLUS, 35 GL, US CM	10193735	35	GL	$ 36.15	GL	$ 32.54	GL
DDS-164 PLUS, 55 GL, US CM	10193734	55	GL	$ 34.27	GL	$ 30.84	GL
DDS-164 PLUS, 7 GL, US CM	10193733	7	GL	$ 39.81	GL	$ 35.83	GL
DEOSCENT, 5.3 LB, US MM	10033348	1	DM	$ 95.27	DM	$ 85.74	DM
DISTRIBUTOR AIR SENTRY MODEL D-10, CS/6, US CL	10193627	1	EA	$ 608.74	EA	$ 547.87	EA
DOMINATOR LE, 2 X 2.5 GL, US CL	10193621	5	GL	$ 44.15	GL	$ 39.74	GL
DOUBLE ACTION, 2 X 2.5 GL, NAC CL	10035095	5	GL	$ 45.95	GL	$ 41.36	GL
DOUBLE ACTION, 2 X 2.5 GL, NAC MM	12041495	5	GL	$ 45.95	GL	$ 41.36	GL
DOUBLE ACTION, 20 GL, NAC CL	10193615	20	GL	$ 40.84	GL	$ 36.76	GL
DOUBLE ACTION, 20 X 24 OZ, NAC CL	10031208	1	CS	$ 273.24	CS	$ 245.92	CS
DOUBLE ACTION, 330 GL PWC TOTE, NAC CL	10193614	330	GL	$ 31.90	GL	$ 28.71	GL
DOUBLE ACTION, 35 GL, NAC CL	10193613	35	GL	$ 39.35	GL	$ 35.42	GL
DOUBLE ACTION, 55 GL, NAC CL	10062752	55	GL	$ 37.47	GL	$ 33.72	GL
DOUBLE ACTION, 7 GL, NAC CL	10193612	7	GL	$ 43.01	GL	$ 38.71	GL
DRY SMOKE AEROSOL, DZ, US (PRIVATE LABEL)	10033122	1	DZ	$ 133.78	DZ	$ 120.40	DZ
DUALSOLV AEROSOL, DZ, NAC MM	12039383	1	DZ	$ 203.78	DZ	$ 183.40	DZ
DUALSOLV II AEROSOL, DZ, NAC MM	12039396	1	DZ	$ 154.28	DZ	$ 138.85	DZ
DUALSOLV, 20 GL, NAC MM	12040000	20	GL	$ 51.69	GL	$ 46.52	GL
DUALSOLV, 5 GL, NAC MM	12042855	5	GL	$ 56.75	GL	$ 51.08	GL
DUALSOLV, 55 GL, NAC MM	12040001	55	GL	$ 48.37	GL	$ 43.53	GL
DUO-SPLIT, 2 X 2.5 GL, NAC MM	12041428	5	GL	$ 47.80	GL	$ 43.02	GL
DURA-GARD AEROSOL, 4 DZ, NAC MM	12039357	4	DZ	$ 194.28	DZ	$ 174.85	DZ
DURA-GARD AEROSOL, DZ, NAC MM	12039356	1	DZ	$ 198.28	DZ	$ 178.45	DZ
DUST FREE AEROSOL, DZ, US MM	10029138	1	DZ	$ 293.28	DZ	$ 263.95	DZ
DYLEK II AEROSOL, DZ, NAC MM	12027656	1	DZ	$ 273.78	DZ	$ 246.40	DZ
DYLEK NF AEROSOL, DZ, NAC MM	12039387	1	DZ	$ 221.28	DZ	$ 199.15	DZ
DYLEK PS II AEROSOL, 4 DZ, NAC MM	12039446	4	DZ	$ 145.78	DZ	$ 131.20	DZ
DYLEK PS II AEROSOL, DZ, NAC MM	12039406	1	DZ	$ 149.78	DZ	$ 134.80	DZ
EARTH BOND, 275 GL PWC TOTE, US MM	10175924	275	GL	$ 29.20	GL	$ 26.28	GL
EARTH BOND, 55 GL, US MM	10188337	55	GL	$ 32.07	GL	$ 28.86	GL
ENVIROSAN ADVANCED AEROSOL, DZ, US CM	10036781	1	DZ	$ 171.28	DZ	$ 154.15	DZ
ESCAPE, 12 X 12 OZ, NAC MM	12033814	1	DZ	$ 222.28	DZ	$ 200.05	DZ
FATHOM EF, 2 X 2.5 GL, NAC MM	10176047	5	GL	$ 36.85	GL	$ 33.17	GL
FIRST STEP ADVANCED, 2 X 2.5 GL, NAC MM	12040158	5	GL	$ 43.85	GL	$ 39.47	GL
FIRST STEP ADVANCED, 20 GL, NAC MM	12040140	20	GL	$ 38.69	GL	$ 34.82	GL
FIRST STEP ADVANCED, 55 GL, NAC MM	12040152	55	GL	$ 35.37	GL	$ 31.83	GL
FLASH AEROSOL, DZ, US CM	12039101	1	DZ	$ 147.28	DZ	$ 132.55	DZ
FOAMING CUT THRU AEROSOL, DZ, NAC MM	12039395	1	DZ	$ 141.78	DZ	$ 127.60	DZ
GLO SS ADVANCED AEROSOL, DZ, NAC MM	12022485	1	DZ	$ 145.78	DZ	$ 131.20	DZ
GOLD GRIT, 55 GL, US CL	10193042	55	GL	$ 16.62	GL	$ 14.96	GL
GOLD RUSH AND SOAP SILO, 4 X 1 GL, NAC MM	12031615	1	CS	$ 134.24	CS	$ 120.82	CS
GOLD RUSH, 12 X 22 OZ, NAC MM	12031598	1	DZ	$ 83.78	DZ	$ 75.40	DZ
GOLD RUSH, 4 X 1 GL, NAC MM	12031599	1	CS	$ 98.74	CS	$ 88.87	CS
GOOD RIDDANCE ADVANCED, 12 X 16 OZ, NAC MM	12032724	1	DZ	$ 156.28	DZ	$ 140.65	DZ
GOOD RIDDANCE ADVANCED, 2 X 2.5 GL, NAC MM	12032749	5	GL	$ 48.65	GL	$ 43.79	GL
GOOD RIDDANCE ADVANCED, 20 GL, NAC MM	12032752	20	GL	$ 43.54	GL	$ 39.19	GL
GOOD RIDDANCE ADVANCED, 35 GL, NAC MM	12032753	35	GL	$ 42.00	GL	$ 37.80	GL
GOOD RIDDANCE ADVANCED, 55 GL, NAC MM	12032745	55	GL	$ 40.17	GL	$ 36.15	GL

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GRANULAR DEODORANT, 150 LB, US MM	10192999	150	LB	$ 7.83	LB	$ 7.05	LB
GRANULAR DEODORANT, 50 LB, US MM	10192998	50	LB	$ 9.44	LB	$ 8.50	LB
GREEN ADVANTAGE BIO BASED DEGREASER, 2 X 2.5 GL, US GA	10073028	5	GL	$ 62.50	GL	$ 56.25	GL
GREEN ADVANTAGE BIO BASED DEGREASER, 20 GL, US GA	10192992	20	GL	$ 57.44	GL	$ 51.70	GL
GREEN ADVANTAGE BIO BASED DEGREASER, 35 GL, US GA	10192991	35	GL	$ 55.95	GL	$ 50.36	GL
GREEN ADVANTAGE BIO BASED DEGREASER, 55 GL, US GA	10192990	55	GL	$ 54.12	GL	$ 48.71	GL
GREEN ADVANTAGE BIO BASED DEGREASER, 7 GL, US GA	10192989	7	GL	$ 59.56	GL	$ 53.60	GL
GREEN ADVANTAGE CLEAN AND CLEAR FOAMING HANDSOAP, 6 X 1 LT / CS, US GA	10073410	1	CS	$ 146.74	CS	$ 132.07	CS
GREEN ADVANTAGE DUO POWER GREEN, 2 X 2.5 GL, US GA	10192973	5	GL	$ 39.40	GL	$ 35.46	GL
GREEN ADVANTAGE DUO POWER GREEN, 20 GL, US GA	10192977	20	GL	$ 34.34	GL	$ 30.91	GL
GREEN ADVANTAGE DUO POWER GREEN, 35 GL, US GA	10192976	35	GL	$ 32.85	GL	$ 29.57	GL
GREEN ADVANTAGE DUO POWER GREEN, 55 GL, US GA	10192975	55	GL	$ 31.02	GL	$ 27.92	GL
GREEN ADVANTAGE DUO POWER GREEN, 7 GL, US GA	10192974	7	GL	$ 36.46	GL	$ 32.81	GL
GREEN ADVANTAGE DUO-POWER GREEN, 330 GL PWC TOTE, US GA	10175935	330	GL	$ 27.10	GL	$ 24.39	GL
GREEN ADVANTAGE GLASS & PLASTIC CLEANER, CS/24, US GA	10075442	1	CS	$ 185.24	CS	$ 166.72	CS
GREEN ADVANTAGE NEUTRAL FLOOR CLEANER, 4 X 1 GL, US GA	10075439	1	CS	$ 129.74	CS	$ 116.77	CS
GREEN ADVANTAGE TILE, GROUT, & BATHROOM CLEANER, CS, US GA	10075441	1	CS	$ 185.24	CS	$ 166.72	CS
GRENADIER PLUS, 2 X 2.5 GL, US CM	10064498	5	GL	$ 42.20	GL	$ 37.98	GL
GRENADIER PLUS, 20 GL, US CM	10192954	20	GL	$ 37.09	GL	$ 33.38	GL
GRENADIER PLUS, 330 GL PRB TOTE, US CM	10190681	330	GL	$ 29.75	GL	$ 26.78	GL
GRENADIER PLUS, 35 GL, US CM	10192953	35	GL	$ 35.60	GL	$ 32.04	GL
GRENADIER PLUS, 55 GL, US CM	10192952	55	GL	$ 33.72	GL	$ 30.35	GL
GRENADIER PLUS, 7 GL, US CM	10064397	7	GL	$ 39.26	GL	$ 35.33	GL
GRRR 55, 35 GL, US CL	10192930	35	GL	$ 40.20	GL	$ 36.18	GL
GRRR 55, 55 GL, US CL	10192929	55	GL	$ 36.62	GL	$ 32.96	GL
GRRR, 2 X 2.5 GL, NAC CL	10030636	5	GL	$ 41.50	GL	$ 37.35	GL
GRRR, 20 GL, NAC CL	10041384	20	GL	$ 36.44	GL	$ 32.80	GL
GRRR, 330 GL PWC TOTE, NAC CL	10177190	330	GL	$ 29.20	GL	$ 26.28	GL
GRRR, 35 GL, NAC CL	10041382	35	GL	$ 34.95	GL	$ 31.46	GL
GRRR, 55 GL, NAC CL	10034832	55	GL	$ 33.12	GL	$ 29.81	GL
GRRR, 6 X 1 GL, US CL	10041391	6	GL	$ 42.95	GL	$ 38.66	GL
GRRR, 7 GL, NAC CL	10034834	7	GL	$ 38.56	GL	$ 34.70	GL
HANG TUFF, 12 X 32 OZ, NAC MM	12020847	1	DZ	$ 205.28	DZ	$ 184.75	DZ
HEADLINER PLUS, 2 X 2.5 GL, US MM	12039977	5	GL	$ 31.50	GL	$ 28.35	GL
HEADLINER PLUS, 20 GL, US MM	12039978	20	GL	$ 26.39	GL	$ 23.75	GL
HEADLINER PLUS, 55 GL, US MM	12039979	55	GL	$ 23.02	GL	$ 20.72	GL
HEALTHY HANDS FOAMING INSTANT HAND SANITIZER, 25 X 47 ML / CS, US HH	12022868	1	CS	$ 219.24	CS	$ 197.32	CS
HEALTHY HANDS FOAMING INSTANT HAND SANITIZER, 6 X 1 LT / CS, US HH	12028202	1	CS	$ 146.74	CS	$ 132.07	CS

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HEALTHY HANDS PINK ANTIBACTERIAL HAND CLEANER, 12 X 18 OZ, US MM	12036304	1	DZ	$ 159.28	DZ	$ 143.35	DZ
HEALTHY HANDS PINK ANTIBACTERIAL HAND CLEANER, 4 X 1 GL, US MM	12036302	1	GL	$ 43.45	GL	$ 39.11	GL
HEALTHY HANDS PINK FOAMING HAND SOAP KIT (4 X 1L CARTRIDGE), US HH	10192732	1	KIT	$ 93.44	KIT	$ 84.10	KIT
HEALTHY HANDS PINK FOAMING HANDSOAP (6 CARTRIDGES X 1L PK / CS), US HH	12025191	1	CS	$ 134.24	CS	$ 120.82	CS
HEAVY-DUTY POWDER CONCRETE CLEANER, 45 KG / 100 LB, NAC MM	10028966	100	LB	$ 4.03	LB	$ 3.63	LB
ICE BREAKER PLUS, 2 X 2.5 GL, US CL	10031082	5	GL	$ 43.30	GL	$ 38.97	GL
ICE BREAKER PLUS, 20 GL, US CL	10192504	20	GL	$ 38.19	GL	$ 34.37	GL
ICE BREAKER PLUS, 330 GL PWC TOTE, US CL	10192503	330	GL	$ 26.55	GL	$ 23.90	GL
ICE BREAKER PLUS, 35 GL, US CL	10192502	35	GL	$ 36.65	GL	$ 32.99	GL
ICE BREAKER PLUS, 55 GL, US CL	10192501	55	GL	$ 34.82	GL	$ 31.34	GL
ICE BREAKER PLUS, 7 GL, US CL	10185687	7	GL	$ 40.31	GL	$ 36.28	GL
ICE PELLETS, 35 X 80 LB BAGS - PALLET, US CL	12018810	1	PAL	$ 3,491.00	PAL	$ 3,141.90	PAL
ICE PELLETS, 400 LB, US CL	10044906	1	DM	$ 885.20	DM	$ 796.68	DM
ICE PELLETS, 50 LB PAIL, US CL	10179153	1	CTN	$ 146.62	CTN	$ 131.96	CTN
ICE PELLETS, 80 LB BAG, US CL	10065474	1	BAG	$ 145.95	BAG	$ 131.36	BAG
IMAGE XTRA, 2 X 2.5 GL, US CL	10064377	5	GL	$ 31.50	GL	$ 28.35	GL
IMAGE XTRA, 20 GL, US CL	10185947	20	GL	$ 26.39	GL	$ 23.75	GL
IMAGE XTRA, 55 GL, US CL	10192498	55	GL	$ 23.02	GL	$ 20.72	GL
JAGUAR AND SOAP SILO, 4 X 1 GL, US MM	12040120	1	CS	$ 169.24	CS	$ 152.32	CS
JAGUAR, 12 X 22 OZ, US MM	12039936	1	DZ	$ 118.28	DZ	$ 106.45	DZ
JAGUAR, 4 X 1 GL, US MM	12040121	1	CS	$ 134.24	CS	$ 120.82	CS
LAUNDRY DETERGENT EF, 2 X 2.5 GL, NAC MM	10191002	5	GL	$ 45.45	GL	$ 40.91	GL
LECTRASOLV AEROSOL, DZ, NAC MM	12039409	1	DZ	$ 144.28	DZ	$ 129.85	DZ
LECTRASOLV, 20 GL, NAC MM	12040097	20	GL	$ 40.14	GL	$ 36.13	GL
LECTRASOLV, 5 GL, NAC MM	12042997	5	GL	$ 45.00	GL	$ 40.50	GL
LECTRASOLV, 55 GL, NAC MM	12040098	55	GL	$ 36.82	GL	$ 33.14	GL
LEMON LUSTER AEROSOL, DZ, US MM	12034194	1	DZ	$ 155.28	DZ	$ 139.75	DZ
LUSTER GUARD, 2 X 2.5 GL, US MM	12040074	5	GL	$ 108.05	GL	$ 97.25	GL
NF-2000, 245 GL POLY VENDOR TOTE, US CL	10189009	350	GL	$ 27.80	GL	$ 25.02	GL
NM-50, 2 X 2.5 GL, NAC CL	10030378	5	GL	$ 38.35	GL	$ 34.52	GL
NM-50, 20 GL, NAC CL	10034709	20	GL	$ 33.29	GL	$ 29.96	GL
NM-50, 330 GL PRB TOTE, NAC CL	10177203	330	GL	$ 25.55	GL	$ 23.00	GL
NM-50, 35 GL, NAC CL	10188997	35	GL	$ 31.80	GL	$ 28.62	GL
NM-50, 55 GL, NAC CL	10188996	55	GL	$ 29.97	GL	$ 26.97	GL
NM-50, 7 GL, NAC CL	10041200	7	GL	$ 35.41	GL	$ 31.87	GL
ODERINE 10, 2 X 2.5 GL, NAC MM	12040078	5	GL	$ 71.20	GL	$ 64.08	GL
ODERINE 10, 20 GL, NAC MM	12040079	20	GL	$ 66.19	GL	$ 59.57	GL
ODERINE 10, 55 GL, NAC MM	12040081	55	GL	$ 62.92	GL	$ 56.63	GL
POWER GLOSS, 2 X 2.5 GL, US CL	10035565	5	GL	$ 49.40	GL	$ 44.46	GL
POWER GLOSS, 20 GL, US CL	10035562	20	GL	$ 44.34	GL	$ 39.91	GL
POWER GLOSS, 35 GL, US CL	10188669	35	GL	$ 42.85	GL	$ 38.57	GL
POWER GLOSS, 55 GL, US CL	10188668	55	GL	$ 41.02	GL	$ 36.92	GL
POWER GLOSS, 7 GL, US CL	10188666	7	GL	$ 46.46	GL	$ 41.81	GL
PREMIUM SOLVENT BASED DRESSING	10188622	1	CNT	$ 210.00	CNT	$ 189.00	CNT
PRO-SEAL ULTRA, 2 X 2.5 GL, NAC MM	12039991	5	GL	$ 60.40	GL	$ 54.36	GL
PRO-SEAL ULTRA, 20 GL, NAC MM	12039992	20	GL	$ 55.29	GL	$ 49.76	GL
PRO-SEAL ULTRA, 330 GL PWC TOTE, NAC MM	12039993	330	GL	$ 43.15	GL	$ 38.84	GL
PRO-SEAL ULTRA, 55 GL, NAC MM	12039994	55	GL	$ 51.92	GL	$ 46.73	GL
PUNCH EF, 2 X 2.5 GL, US CL	10179383	5	GL	$ 39.40	GL	$ 35.46	GL

Product description	Oracle #	Pack	Unit	List Price	Unit	Jefferson Cnty Price	Unit
PUNCH EF, 20 GL, US CL	10179389	20	GL	$ 34.34	GL	$ 30.91	GL
PUNCH EF, 330 GL PWC TOTE, US CL	10175926	330	GL	$ 26.60	GL	$ 23.94	GL
PUNCH EF, 35 GL, US CL	10179392	35	GL	$ 32.85	GL	$ 29.57	GL
PUNCH EF, 55 GL, US CL	10179395	55	GL	$ 31.02	GL	$ 27.92	GL
PUNCH EF, 7 GL, US CL	10179386	7	GL	$ 36.46	GL	$ 32.81	GL
SCOOT, 12 X 32 OZ, US CM	10031244	1	DZ	$ 208.28	DZ	$ 187.45	DZ
SCRUB MACHINE CLEANER EF, 2 X 2.5 GL, NAC MM	10179657	5	GL	$ 50.25	GL	$ 45.23	GL
SCRUB MACHINE CLEANER EF, 20 GL, NAC MM	10179659	20	GL	$ 45.14	GL	$ 40.63	GL
SCRUB MACHINE CLEANER EF, 35 GL, NAC MM	10179660	35	GL	$ 43.60	GL	$ 39.24	GL
SCRUB MACHINE CLEANER EF, 55 GL, NAC MM	10179661	55	GL	$ 41.77	GL	$ 37.59	GL
SCRUB MACHINE CLEANER EF, 7 GL, NAC MM	10179658	7	GL	$ 47.31	GL	$ 42.58	GL
SEAL BRITE XTRA, 20 GL, US CL	10188212	20	GL	$ 55.29	GL	$ 49.76	GL
SEAL BRITE XTRA, 35 GL, US CL	10188211	35	GL	$ 53.80	GL	$ 48.42	GL
SEAL BRITE XTRA, 55 GL, US CL	10188210	55	GL	$ 51.92	GL	$ 46.73	GL
SEAL BRITE XTRA, 7 GL, US CL	10188208	7	GL	$ 57.46	GL	$ 51.71	GL
SLIDE, 2 X 2.5 GL, NAC MM	12039973	5	GL	$ 57.75	GL	$ 51.98	GL
SLIDE, 55 GL, NAC MM	12039976	55	GL	$ 49.27	GL	$ 44.34	GL
SO CLEAR, DZ, US MM	12025220	1	DZ	$ 148.28	DZ	$ 133.45	DZ
SOL PLUS II, 20 GL, US CL	10188269	20	GL	$ 42.74	GL	$ 38.47	GL
SOL PLUS II, 35 GL, US CL	10188268	35	GL	$ 41.25	GL	$ 37.13	GL
SOL PLUS II, 55 GL, US CL	10188267	55	GL	$ 39.42	GL	$ 35.48	GL
SOL PLUS II, 7 GL, US CL	10188265	7	GL	$ 44.86	GL	$ 40.37	GL
SOLUTION 2000, 2 X 2.5 GL, NAC MM	12039997	5	GL	$ 44.90	GL	$ 40.41	GL
SOLUTION 2000, 20 GL, NAC MM	12039998	20	GL	$ 39.79	GL	$ 35.81	GL
SOLUTION 2000, 55 GL, NAC MM	12039999	55	GL	$ 36.42	GL	$ 32.78	GL
SPARKLE AEROSOL, DZ, NAC MM	12027657	1	DZ	$ 152.78	DZ	$ 137.50	DZ
SPARKLE-'N KLEEN, 2 X 2.5 GL, NAC MM	12037928	5	GL	$ 45.70	GL	$ 41.13	GL
SPARKLE-'N KLEEN, 20 GL, NAC MM	12037925	20	GL	$ 40.64	GL	$ 36.58	GL
SPARKLE-'N KLEEN, 35 GL, NAC MM	12037924	35	GL	$ 39.15	GL	$ 35.24	GL
SPARKLE-'N KLEEN, 55 GL, NAC MM	12037923	55	GL	$ 37.32	GL	$ 33.59	GL
SPARKLE-'N KLEEN, 7 GL, NAC MM	12037927	7	GL	$ 42.76	GL	$ 38.48	GL
SPILL GUARD ECO W/ RECYCLER, 20 LB, NAC GEN	12031042	20	LB	$ 7.14	LB	$ 6.43	LB
SPILL GUARD MINI RECYCLE SYS W/1 BOX, US GEN	12033836	1	EA	$ 193.35	EA	$ 174.02	EA
SPILL GUARD PETROLEUM, 20 LB BOX, NAC GEN	12032153	20	LB	$ 12.19	LB	$ 10.97	LB
SPILL GUARD PH-7, 6 X 4 LB BAG, NAC GEN	12022959	1	CS	$ 323.24	CS	$ 290.92	CS
SPILL SHARK CAUSTIC ABSORBENT, 150 LB, US MM	10187875	150	LB	$ 14.28	LB	$ 12.85	LB
SPR-50, 2 X 2.5 GL, NAC CL	10041153	5	GL	$ 49.90	GL	$ 44.91	GL
SPR-50, 20 GL, NAC CL	10187850	20	GL	$ 44.84	GL	$ 40.36	GL
SPR-50, 330 GL PRB TOTE, NAC CL	10187849	330	GL	$ 36.55	GL	$ 32.90	GL
SPR-50, 35 GL, NAC CL	10187848	35	GL	$ 43.35	GL	$ 39.02	GL
SPR-50, 55 GL, NAC CL	10187847	55	GL	$ 41.52	GL	$ 37.37	GL
SPR-50, 7 GL, NAC CL	10187846	7	GL	$ 46.96	GL	$ 42.26	GL
SUPER JAGUAR AND SOAP SILO, 4 X 1 GL, NAC CL	10186220	1	CS	$ 175.24	CS	$ 157.72	CS
SUPER JAGUAR AND SOAP SILO, 4 X 1 GL, NAC MM	12041044	1	CS	$ 175.24	CS	$ 157.72	CS
SUPER JAGUAR, 12 X 22 OZ, NAC MM	12039954	1	DZ	$ 124.78	DZ	$ 112.30	DZ
SUPER JAGUAR, 4 X 1 GL, NAC MM	12041043	1	CS	$ 140.24	CS	$ 126.22	CS
SUPER SAF-SOL, 20 GL, US CL	10187610	20	GL	$ 51.69	GL	$ 46.52	GL
SUPER SAF-SOL, 35 GL, US CL	10187609	35	GL	$ 50.20	GL	$ 45.18	GL
SUPER SAF-SOL, 55 GL, US CL	10187608	55	GL	$ 48.37	GL	$ 43.53	GL
SUPER SAF-SOL, 7 GL, US CL	10185748	7	GL	$ 53.81	GL	$ 48.43	GL
TASK EF AND SOAP SILO, 4 X 1 GL, NAC CL	10177308	1	CS	$ 192.74	CS	$ 173.47	CS
TASK EF AND SOAP SILO, 4 X 1 GL, NAC MM	12040090	1	CS	$ 192.74	CS	$ 173.47	CS
TASK EF, 2 X 2.5 GL, NAC MM	12040088	5	GL	$ 37.95	GL	$ 34.16	GL

Product description	Oracle #	Pack	Unit	List Price	Unit	Jefferson Cnty Price	Unit
TASK EF, 20 GL, NAC MM	12040089	20	GL	$ 32.84	GL	$ 29.56	GL
TASK EF, 4 X 1 GL, NAC MM	12040091	1	CS	$ 157.74	CS	$ 141.97	CS
TASK EF, 55 GL, NAC MM	12040092	55	GL	$ 29.47	GL	$ 26.52	GL
TEKUSOLV AEROSOL, DZ, NAC MM	12039397	1	DZ	$ 169.78	DZ	$ 152.80	DZ
TEKUSOLV II PLUS AEROSOL, DZ, NAC MM	12039392	1	DZ	$ 133.78	DZ	$ 120.40	DZ
TILE, GROUT, BATHROOM CLEANER, CS/24, US GA	10065226	1	CS	$ 181.74	CS	$ 163.57	CS
TROPHY, 35 GL, US CL	10187318	35	GL	$ 29.70	GL	$ 26.73	GL
TROPHY, 55 GL, US CL	10187316	55	GL	$ 27.87	GL	$ 25.08	GL
TUF-GRIT AND SOAP SILO, 4 X 1 GL, NAC MM	10186000	1	CS	$ 294.74	CS	$ 265.27	CS
TUF-GRIT, 12 X 22 OZ, NAC MM	10033349	1	DZ	$ 189.78	DZ	$ 170.80	DZ
TUF-GRIT, 4 X 1 GL, NAC MM	10033352	1	CS	$ 266.74	CS	$ 240.07	CS
URIC SALT REMOVER, 2 X 2.5 GL, US MM	10186283	5	GL	$ 36.25	GL	$ 32.63	GL
WASH N WAX 30 GALLON CONTAINER	10186893	1	EA	$ 945.00	EA	$ 850.50	EA
WHIP IT WIPES II, 6 X 70 CT / CS, NAC MM	12041801	1	CS	$ 143.74	CS	$ 129.37	CS
WIPE OUT EF, 12 X 24 OZ, NAC MM	12028800	1	DZ	$ 317.28	DZ	$ 285.55	DZ
WIPE OUT EF, 2 X 2.5 GL, NAC MM	12028799	5	GL	$ 108.05	GL	$ 97.25	GL

LIMITED POWER OF ATTORNEY

NCH Corporation appoints Anna Setford to act for Certified Laboratories, a division of NCH Corporation, for the limited purposes of completing, signing and submitting bid proposals (and all supporting documents including non-collusion statements) to sell goods marketed by Certified Laboratories, a division of NCH Corporation, to interested federal, state and local agencies and institutions, or such other parties in the United States as may be appropriate, and, once such bids have been accepted, to bind Certified Laboratories, a division of NCH Corporation, to performance under the conditions of the bid proposals via contract or purchase order with the agency or institution involved. The authority to submit bid proposals and sign contracts for sale carries with it the authority, when necessary, to arrange for bid or performance bonds on behalf of Certified Laboratories, a division of NCH Corporation.

This power of attorney is effective from January 1, 2013, through December 31, 2013, only for the purposes above enumerated.

NCH Corporation

By: Russell L. Price, Vice President and Secretary

January 9, 2013
Date

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on January 9, 2013, by Russell L. Price, as Vice President and Secretary of NCH Corporation, a Delaware corporation.

LE ANN BISHOP
Notary Public, State of Texas
My Commission Exp. 02-25-2015

Notary Public

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
NCH Corporation

Business name/disregarded entity name, if different from above
Certified Laboratories Division

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☑ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. Box 152170

Requester's name and address (optional)

City, state, and ZIP code
Irving, TX 75015-2170

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

Employer identification number
7	5	–	0	4	5	7	2	0	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Heidi Jayne Date ▶ 9/24/13

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

MEMORANDUM OF INSURANCE

DATE OF ISSUE: 04/30/13

PRODUCER:	COMPANIES AFFORDING COVERAGE	
McQueary Henry Bowles Troy, LLP 8144 Walnut Hill Lane, 16th Floor Dallas, TX 75231 Contact: Linda Stewart Contact Phone: 972-770-1683 Email: linda_stewart@mhbt.com	COMPANY LETTER A	ACE American Insurance Company
	COMPANY LETTER B	
INSURED: **Certified Laboratories, Div of NCH Corporation** **2727 Chemsearch Blvd.** **Irving, TX 75062**	COMPANY LETTER C	
	COMPANY LETTER D	
	COMPANY LETTER E	

COVERAGES

This memorandum verifies that the following coverages are in force: Commercial General Liability, Product Liability, Automobile Liability and Workers' Compensation & Employer's Liability

This memorandum is furnished to you as a matter of information for your convenience. It is not intended to reflect all the terms and conditions or exclusions of such policies. This memorandum is not an insurance policy and does not amend, after, or extend the coverage afforded by the listed policies. The insurance afforded by the listed policy is subject to all the terms, exclusions and conditions of such policies.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFF. DATE	EXP. DATE	LIMITS		
A	**COMMERCIAL GENERAL LIABILITY** ☒ COM GEN LIABILITY ☐ CLAIM ☒ OCCUR ☐ OWN & CONT PROT ☐ _____ ☐	HDOG27018270	4/30/13	4/30/14	GENERAL AGGREGATE	$	4,000,000
					PRODUCTS-COMP/OP AGG	$	4,000,000
					PERSONAL & ADV INJURY	$	2,000,000
					EACH OCCURRENCE	$	2,000,000
					FIRE DAMAGE (Any fire)	$	1,000,000
					MED EXPENSE (Any one person)	$	10,000
A	**AUTOMOBILE LIABILITY** ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY ☐ SELF-INSURED ☐ PHYSICAL DAMAGE	ISAH0871891A	4/30/13	4/30/14	COMBINED SINGLE LIMIT	$	5,000,000
					BODILY INJURY (Per Person)	$	
					BODILY INJURY (Per Accident)	$	
					PROPERTY DAMAGE	$	
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMB				EACH OCCURRENCE	$	
					AGGREGATE	$	
A	**WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY**	WLRC47317472 "AOS" SCFC47317484 WI	4/30/13	4/30/14	☒ STATUTORY LIMITS	$	
					EACH ACCIDENT	$	2,000,000
					DISEASE-POLICY LIMIT	$	2,000,000
					DISEASE-EACH EMPLOYEE	$	2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The above Commercial General Liability and Products Liability policies include the following additional insured endorsements only where required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions.

- Blanket Additional Insured – Vendors CG2015 07/04
- Blanket Additional Insured – Owners, Lessees or Contractors CG2026 07/04
- Blanket Additional Insured – Owners, Lessess or Contractors – Scheduled Person or Organization CG2010 07/04
- Blanket Additional Insured – Owners, Lessees or Contractors – Completed Operations CG2037 07/04

Pull to open

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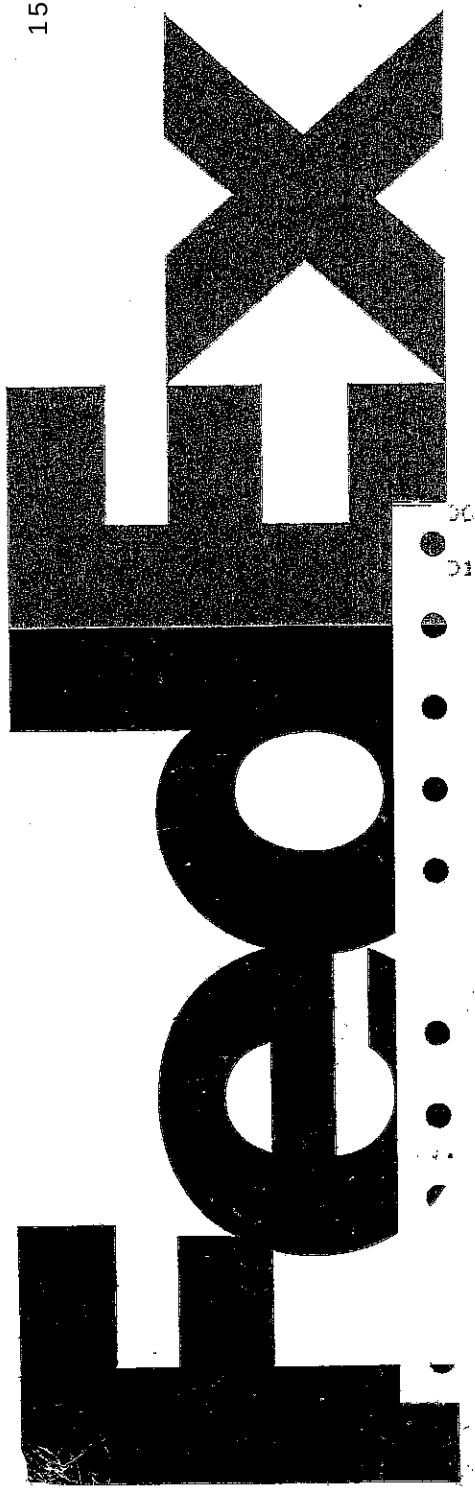

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FedEx Express Package US Airbill

FedEx Tracking Number 8027 1870 9550

Form ID No. 0215

1 From

Date 10.2.13

Sender's Name Anna Setford Phone

Company Certified

Address

Dept./Floor/Suite/Room

City State ZIP

2 Your Internal Billing Reference 1045 266 200002 67115

3 To

Recipient's Name Purchasing Agent Phone

Company Jefferson County Purchasing Division

Address 1149 Pearl St.

We cannot deliver to P.O. boxes or P.O. ZIP codes. Dept./Floor/Suite/Room

Address First Floor

Use this line for the HOLD location address or for continuation of your shipping address.

City Beaumont State TX ZIP

HOLD Weekday
FedEx location address REQUIRED. NOT available for FedEx First Overnight.

HOLD Saturday
FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

8027 1870 9550

4 Express Package Service *To most locations.

NOTE: Service order has changed. Please select carefully.

Packages up to 150 lbs.
For packages over 150 lbs, use the FedEx Express Freight US Airbill.

Next Business Day

- ☐ FedEx First Overnight — Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- ☐ FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- ☐ FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.

2 or 3 Business Days

- ☐ FedEx 2Day A.M. — Second business morning.* Saturday Delivery NOT available.
- ☐ FedEx 2Day — Second business afternoon.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- ☑ FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

5 Packaging *Declared value limit $500.

☐ FedEx Envelope* ☐ FedEx Pak* ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling and Delivery Signature Options

☐ SATURDAY Delivery
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

☑ No Signature Required — Package may be left without obtaining a signature for delivery.
☐ Direct Signature — Someone at recipient's address may sign for delivery. Fee applies.
☐ Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. Fee applies.

Does this shipment contain dangerous goods?

☑ No ☐ Yes As per attached Shipper's Declaration. ☐ Yes Shipper's Declaration not required. ☐ Dry Ice Dry Ice, 9, UN 1845 ____ x ____ kg

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box. ☐ Cargo Aircraft Only

7 Payment *Bill to:*

Enter FedEx Acct. No. or Credit Card No. below. ☐ Credit Card Acct. No.

☐ Sender Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

Total Packages Total Weight lbs. Credit Card Auth.

*Our liability is limited to US$100 unless you declare a higher value. See the current FedEx Service Guide for details.

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Align bottom of peel and stick airbill here.

BID Catalog Janitorial
No IFB 13-021JW Due 8Oct 11AM

ORIGINAL

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

September 16, 2013

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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 Catalog Pricing for Janitorial Supplies for Jefferson County**
BID NO:	**IFB 13-021/JW**
DUE DATE/TIME:	**11:00 AM, October 8, 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: Beaumont Enterprise & Port Arthur News – September 18th and 25th, 2013

IFB 13-021/JW
Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Bids due: 11:00 AM, October 8, 2013

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X	Offer to Contract Form	20
X	Acceptance of Offer Form	21
X	Bid Form	22-23
X	Vendor References	24
X	Signature Page	25
X	Conflict of Interest Questionnaire	26-27
X	Good Faith Effort Determination Checklist	28
X	Notice of Intent	29
X	HUB Subcontracting Participation Declaration Form	30-33
X	Residence Certification/Tax Form	34
X	Bid Affidavit	35

BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "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 Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

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

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

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

2. 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. 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.

4. 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.

5. 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

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 a 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 Division.

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, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. 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 (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/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 posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. 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 abillty 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 to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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 requested at the time of annual renewal. 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.

4.13 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 shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall 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. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

The contractor (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, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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 – refer to Section 6 above.

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 Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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 I.1. – I.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, Contract Specialist (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 13-021/JW.

Scope

Jefferson County is asking for sealed bids for a catalog discount on the purchase or janitorial supplies for a year with an option to renew for four (4) additional years. All bids must be submitted on the Bid Sheets provided. **DO NOT BIND OR STAPLE BID PACKET.**

It is likely that **multiple awards** will be made with this bid.

Specifications are for unknown quantities of items to be purchased on an "as needed" basis.

Two (2) current catalogs shall be included with this bid. Upon award of contract you will be asked to supply two (2) catalogs to Jefferson County departments.

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the county. No charge packing list marked with the applicable purchase order number shall be enclosed with each "no charge" shipment.

Based on a review of recent past fiscal years, Jefferson County spends approximately $275,000.00 per fiscal year on janitorial equipment and supplies.

No Guarantee Annual Volume

This is an "open catalog" bid for purchase as funds become available, however, <u>there is no commitment to purchase any given number of products.</u>

Catalog Requirements

Bidder must provide free of charge to the county and county departments two (2) bound catalogs or bound price lists for use in product selection within twenty (20) days after bid is awarded. These bound documents must be clearly labeled on front cover with the name of said bid and beginning and ending contract dates.

Delivery

The County desires to purchase its janitorial products from established merchants **who have goods in stock**, and are prepared to **make delivery within 48 hours**. All delivery and freight charges (F.O.B. Jefferson County various locations listed below) are to be included in bid price. Bidder bears freight charges.

Maintenance Department – Courthouse
1149 Pearl – Basement
Beaumont, Texas 77701
Contact: David Knight, 409-835-8511

Maintenance Department – Subcourthouse
525 Lakeshore Drive
Port Arthur, Texas 77640
Contact: Mark Bernard, 409-983-8307

Correctional Facility
5030 Hwy. 69 South
Beaumont, Texas 77705
Contact: Chief Jeff Theriot, 409-726-2520

Road & Bridge Precinct #1
2205 Hwy. 90
China, Texas 77613
Contact: Robbie Griffin, 409-752-2891

Road & Bridge Precinct #2
7759 Viterbo Road
Beaumont, Texas 77705
Contact: Mike Trahan, 409-960-8200

Road & Bridge Precinct #3
5700 Jade Avenue
Port Arthur, Texas 77640
Contact: Mark Redwine, 409-983-8306

Road & Bridge Precinct #4
7780 Boyt Road
Beaumont, Texas 77713
Contact: Kenneth Minkins, 409-794-2444

Crime Laboratory
5030 Hwy. 69 South, Suite 500
Beaumont, Texas 77705
Contact: Linda Johnson, 409-726-2577

Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705
Contact: Duke Youmans, 409-722-0643

Juvenile Probation
5326 Hwy. 69 South
Beaumont, Texas 77705
Contact: Chief Ed Cockrell, 409-722-7474

Mid-County Office Building
7933 Viterbo Road
Beaumont, Texas 77705
Contact: Frank Adams, 409-960-8200

Mosquito Control District
8905 First Street
Beaumont, Texas 77705
Contact: Kevin Sexton, 409-719-5940

Vendor Profile Information Form

Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.

1. Company Name: HD Supply Facilities Maintenance, Ltd.

   Address: 10641 Scripps Summit Ct. Attn: Bid Department

   San Diego, Ca 92131

   Telephone: 866-455-8924 E-mail: hds-fmbids@hdsupply.com

2. List offices closest to Beaumont.

   Name: HD Supply Facilities Maintenance, Ltd. / Houston Warehouse

   Address: 8518 W. Little York Road

   Houston, TX 77040

3. How long has your company done business in Southeast Texas under its existing name? 9 years

4. If the company does not have a local office in Southeast Texas, how does the bidder propose to meet the county's needs?

   Our ordering platform is integrated with our warehouse management systems to provide seamless and efficient transition to picking, packing, and shipping once an order has been processed. HDSFM has one of the largest distribution and delivery networks in the industry to serve your business needs. We have our dedicated fleet of over 700 delivery trucks and 39 strategically placed Distribution Centers serve more than 130 markets with same day or next day delivery. Through a combination of our own fleet of trucks, common carrier (UPS or FEDEX) and LTL we deliver our product to 95% of the country next day.

5. Does the bidder have personnel who can visit the county when information may be needed or problems resolved? Yes ☒ No ☐

6. Can the bidder provide two (2) catalogs or price list to each department? Yes ☒ No ☐

   If not, what can be provided?

Vendor Profile Information Form (Continued)

7.	Do you have a fax machine for electronic communication purposes with your customers?	Yes ☒	No ☐
8.	Do you accept purchase orders via fax?	Yes ☒	No ☐
9.	Do you have a toll-free telephone number for use by your customers?	Yes ☒	No ☐
10.	Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours?	Yes ☒	No ☐

If yes, please explain:

HDSFM offers an extended inventory program in addition to our stocked product selection. Extended inventory items ship directly from our partners to your door. Delivery times vary depending on product/supplier. Customer will be advised of delivery time at the time of order.

Bidder Shall Return Completed Form with Offer.

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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:

HD Supply Facilities Maintenance, Ltd.
Company Name

10641 Scripps Summit Ct. Attn: Bid Dept.
Address

San Diego | Ca | 92131
City | State | Zip

Signature of Person Authorized to Sign

Robert T. Bauter, Jr.
Printed Name

Director, Strategic Business Development
Title

For clarification of this offer, contact:

Scott Bullard / National Account Manager
Name

214-870-6120 | 855-245-0780
Phone | Fax

scott.bullard@hdsupply.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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.

This contract shall henceforth be referred to as Contract No. 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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 Shall Return Completed Form with Offer.

Bid Form

CATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog with the below noted exceptions:

Will Vary %

Comments: Please see attached Pricing Discounts by Product Category.

PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with the below noted exceptions:

_____%

Comments: _____

SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price with the below noted exceptions:

_____%

Comments: _____

EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS

Pricing Discounts by Product Category are valid until July 31, 2014 at which time the proposed discounts will be reviewed. These discounts are off of our Lowest Catalog price, or what we refer to as "3rd level" in our newest national catalog which is released March each year.

Dated Purchase Orders

The bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen (15) days following the date of expiration.

Questions concerning the terms and conditions will be directed in writing to the County's purchasing department for receipt no later than 10 calendar days prior to the "bid opening" date. Inquiries must reference the date of "bid opening." Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature: Robert T Bauter Jr

Date: 10-4-2013

Typed Name: Robert T. Bauter, Jr.

Bid Form (Continued)

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

Company: HD Supply Facilities Maintenance, Ltd.

Sales Contact: Scott Bullard Phone: 214-870-6120

Address: 10641 Scripps Summit Ct. Attention: Bid Department

Phone No.: 866-455-8924

Fax No: 858-831-2687

E-mail: hds-fmbids@hdsupply.com

Employee Identification Number: 52-2418852

Authorized Signature: Robert J Bailey

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

HD SUPPLY FACILITIES MAINTENANCE

HD SUPPLY FACILITIES MAINTENANCE
PRICING DISCOUNTS
BY PRODUCT CATEGORY

MCat#	Merchant Category Name	PCat#	Product Category Name	CP Disc %
2	Janitorial/Cleaning	21508	Hand Soaps & Sanitizers	20%
2	Janitorial/Cleaning	21505	Cleaning Equipment & Supplies	15%
2	Janitorial/Cleaning	21506	Floor Mats & Non-Slip	15%
2	Janitorial/Cleaning	21515	Pest Control	15%
2	Janitorial/Cleaning	21511	Carpet Extractors & Floor Machines	10%
2	Janitorial/Cleaning	21507	Cleaning Chemicals	10%
2	Janitorial/Cleaning	21524	Paper Product	10%
2	Janitorial/Cleaning	21590	Pool Equipment	10%
2	Janitorial/Cleaning	21512	Trash Liners	10%
2	Janitorial/Cleaning	21510	Vacuums And Accessories	10%
2	Janitorial/Cleaning	21509	Waste Receptacles And Liners	10%
2	Janitorial/Cleaning	21521	Dillution Systems	5%
2	Janitorial/Cleaning	21589	Pool Chemicals	5%
2	Janitorial/Cleaning	21599	CLEARANCE-JANITORIAL	0%

HD Supply Proprietary & Confidential

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: City of San Antonio

Address: 111 Soledad Street San Antonio, TX 78205

Contact Person and Title: Marilyn Timlake / Procurement Manager

Phone: 210-207-4055 Fax: 210-207-7270

Contract Period: Ongoing Scope of Work: Facility and maintenance supplies.

REFERENCE TWO

Government/Company Name: Texas State University

Address: 305 River Drive San Marcos, TX 78666

Contact Person and Title: Jacquelyn Allbright / Director of Purchasing

Phone: 512-245-2521 Fax: 512-245-9608

Contract Period: Ongoing Scope of Work: Facility and maintenance supplies.

REFERENCE THREE

Government/Company Name: Grapevine Colleyville ISD

Address: 3051 Ira E Woods Ave Grapevine, TX 76051

Contact Person and Title: Danette Murray / Director of Purchasing

Phone: 817-251-5562 Fax: 817-251-6507

Contract Period: Ongoing Scope of Work: Facility and maintenance supplies.

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.

HD Supply Facilities Maintenance, Ltd.
Bidder (Entity Name)

Signature

10641 Scripps Summit Ct. Attn: Bid Dept.
Street & Mailing Address

Robert T. Bauter, Jr.
Print Name

San Diego, Ca 92131
City, State & Zip

10-4-2013
Date Signed

866-455-8924
Telephone Number

858-831-2687
Fax Number

hds-fmbids@hdsupply.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

   HD Supply Facilities Maintenance, Ltd.

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

   (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.)

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.

   N/A

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.

   N/A

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:

   N/A

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

   N/A

7.

Robert J Beaty — 10-4-2013

Signature of person doing business with the governmental entity — 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 contract 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.

Robert T. Bauter, Jr.
Printed Name of Authorized Representative

Signature

Director, Strategic Business Development
Title

10-4-2013
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: HD Supply Facilities Maintenance, Ltd. HUB: p Yes p(No)

Address: 10641 Scripps Summit Ct. Attn: Bid Dept. (Street) San Diego (City) Ca (State) 92131 (Zip)

Phone (with area code): 866-455-8924 Fax (with area code): 858-831-2687

Project Title & No.: Term Contract for Catalog Pricing for Janitorial Supplies / IFB 13-021/JW

Prime Contract Amount: $ N/A

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

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: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

Robert T. Bauter, Jr.		10-4-2013
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

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: HD Supply Facilities Maintenance, Ltd. HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): N/A

Address: 10641 Scripps Summit Ct. Attn: Bid Dept. (Street) San Diego (City) Ca (State) 92131 (Zip)

Phone (with area code): 866-455-8924 Fax (with area code): 858-831-2687

Project Title & No.: Term Contract for Catalog Pricing for Janitorial Supplies IFB/RFP No.: IFB 13-021/JW

Total Contract: $ N/A Total HUB Subcontract(s): $ N/A

Construction HUB Goals: 12.8% MBE:: N/A % 12.6% WBE: N/A %

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: N/A

HUB Status (Gender & Ethnicity): N/A

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: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

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: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

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: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

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: N/A

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

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

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

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

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): Robert T. Bauter, Jr.

Title: Director, Strategic Business Development

Signature: Robt T Bauter

Date: 10-4-2013

E-mail address: hds-fmbids@hdsupply.com

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

Name (print or type): HDSFM / Credit Services

Title: P: 800-798-8888 F: 800-930-4930

Date: 10-4-2013

E-mail address: customercare@hdsupply.com
Subject Line: Credit Billing

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 HD Supply Facilities Maintenance, Ltd. [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is San Diego, California (city and state).

Taxpayer Identification Number (T.I.N.):	52-2418852
Company Name submitting bid/proposal:	HD Supply Facilities Maintenance, Ltd.
Mailing address:	10641 Scripps Summit Ct. San Diego, Ca 92131
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**
N/A	

* 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 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 California COUNTY OF San Diego

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

on this day personally appeared Robert T. Bauter, Jr. (name), who

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

"I, Robert T. Bauter, Jr. (name) am a duly authorized officer of/agent

for HD Supply Facilities Maintenance, Ltd. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said HD Supply Facilities Maintenance, Ltd. (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: HD Supply Facilities Maintenance, Ltd.

10641 Scripps Summit Ct. San Diego, Ca 92131

Fax: 858-831-2687 Telephone# 866-455-8924

by: Robert T. Bauter, Jr. (print name) Title: Director, Strategic Business Development

Signature: Robert T Bauter

SUBSCRIBED AND SWORN to before me by the above-named

on

this the 4th day of October, 2013.

Shellie Puls

Notary Public in and for

the State of California

SHELLIE PULS
Commission # 1950124
Notary Public - California
San Diego County
My Comm. Expires Aug 28, 2015

Bidder Shall Return Completed Form with Offer.

HD Supply
Facilities Maintenance

Customer Support Center
10641 Scripps Summit Court • San Diego, CA 92131
858-831-3000 • www.hdsupplysolutions.com

Correspondence
P.O. Box 509055 • San Diego, CA 92150

October 4, 2013

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

GFE Determination Checklist / HUB Subcontract

HD Supply Facilities Maintenance, Ltd. will supply product-only and will not require any subcontractors and therefore eliminates our opportunity to utilize HUB Subcontractor business entities for a resulting contract.

HD Supply
Facilities Maintenance

Customer Support Center
10641 Scripps Summit Court • San Diego, CA 92131
858-831-3000 • www.hdsupplysolutions.com

Correspondence
P.O. Box 509055 • San Diego, CA 92150

October 4, 2013

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

Clarification to Section 2.15 General Terms and Conditions of Bidding and Terms of Contract
Material Safety Data Sheets

In accordance with OSHA Standard Number 1910.1200 and 1926.59 and the OSHA interpretation letter dated December 30, 1997, Vendor provides its customers with electronic access to MSDS and includes a website link to the printable MSDS on every packing slip.

www.hdsupplysolutions.com

Clarification to Section 4.7 General Terms and Conditions of Bidding and Terms of Contract
Injuries or Damages Resulting from Negligence

Notwithstanding the foregoing, Vendor shall have no obligation hereunder for claims arising solely out of the negligence or willful misconduct of Jefferson County and, in the event of joint or concurring responsibility of Vendor and Jefferson County, responsibility and indemnity shall be apportioned on a comparative basis, without, however, waiving any governmental immunity available to Jefferson County under Texas law.

HD Supply
Facilities Maintenance

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10641 Scripps Summit Court • San Diego, CA 92131
858-831-3000 • www.hdsupplysolutions.com

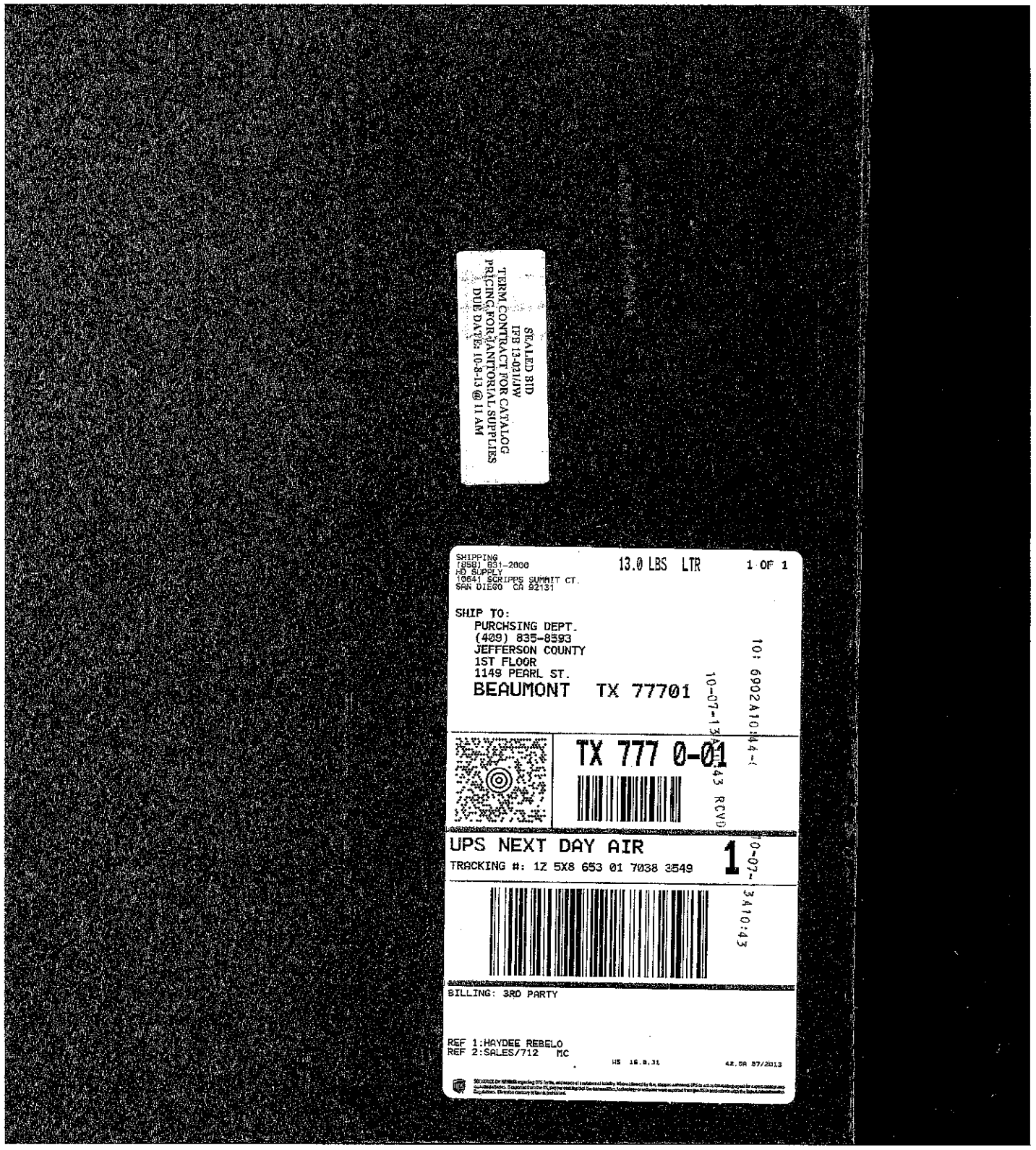
Correspondence
P.O. Box 509055 • San Diego, CA 92150

October 4, 2013

Jefferson County
Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County
IFB# 13-021/JW

HDSFM Warranty Policy:

Warranty:
Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this "As-Is" limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.


SEALED BID
IFB 13-021JW
TERM CONTRACT FOR CATALOG
PRICING FOR JANITORIAL SUPPLIES
DUE DATE: 10-8-13 @ 11 AM
SHIPPING
(858) 831-2000
HD SUPPLY
10641 SCRIPPS SUMMIT CT.
SAN DIEGO CA 92131
13.0 LBS LTR
1 OF 1
SHIP TO:
PURCHSING DEPT.
(409) 835-8593
JEFFERSON COUNTY
1ST FLOOR
1149 PEARL ST.
BEAUMONT TX 77701
10-07-13
RCVD
TX 777 0-01
UPS NEXT DAY AIR
TRACKING #: 1Z 5X8 653 01 7038 3549
1
BILLING: 3RD PARTY
REF 1:HAYDEE REBELO
REF 2:SALES/712 MC
HS 16.8.31
42.0A 07/2013

Vendor Profile Information Form

Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.

1. Company Name: Hygeia Enviro Clean, Inc

   Address: 7550 College Street
   Beaumont, Tx 77707

   Telephone: 409-866-2354 E-mail: info@hygeiaec.com

2. List offices closest to Beaumont.

   Name: Hygeia Enviro Clean, Inc

   Address: 7550 College Street
   Beaumont, Tx 77707

3. How long has your company done business in Southeast Texas under its existing name? 13 years

4. If the company does not have a local office in Southeast Texas, how does the bidder propose to meet the county's needs?

   Local Office

5. Does the bidder have personnel who can visit the county when information may be needed or problems resolved? Yes ☒ No ☐

6. Can the bidder provide two (2) catalogs or price list to each department? Yes ☒ No ☐

   If not, what can be provided?

Vendor Profile Information Form (Continued)

7.	Do you have a fax machine for electronic communication purposes with your customers?	Yes ☒	No ☐
8.	Do you accept purchase orders via fax?	Yes ☒	No ☐
9.	Do you have a toll-free telephone number for use by your customers?	Yes ☒	No ☐
10.	Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours?	Yes ☐	No ☒

If yes, please explain:

_____

_____

_____

_____

Bidder Shall Return Completed Form with Offer.

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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:

Hygeia Enviro Clean, Inc.
Company Name

7550 College Street
Address

Beaumont TX 77707
City State Zip

Cynthia Luquette
Signature of Person Authorized to Sign

Cynthia Luquette
Printed Name

General Manager
Title

For clarification of this offer, contact:

Cynthia Luquette
Name

409-866-2354 409-866-9530
Phone Fax

cynthia1@hygeiaec.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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.

This contract shall henceforth be referred to as Contract No. 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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 Shall Return Completed Form with Offer.

Bid Form

CATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog with the below noted exceptions:

25 %

Comments: _____

PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with the below noted exceptions:

25 %

Comments: _____

SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price with the below noted exceptions:

25 %

Comments: _____

EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS

_____

_____

_____

Dated Purchase Orders

The bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen (15) days following the date of expiration.

Questions concerning the terms and conditions will be directed in writing to the County's purchasing department for receipt no later than 10 calendar days prior to the "bid opening" date. Inquiries must reference the date of "bid opening." Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature: Cynthia Luquette Date: 10-7-13

Typed Name: Cynthia Luquette

Bid Form (Continued)

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

Company: Hygeia Enviro Clean, Inc

Sales Contact: Cynthia Luquette Phone: 409-866-2354

Address: 7550 College St., Beaumont, Tx 77707

Phone No.: 409-866-2354

Fax No: 409-866-9530

E-mail: cynthial@hygeiaec.com

Employee Identification Number: 74-1540213

Authorized Signature: Cynthia Luquette

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form 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: Beaumont ISD Child Nutrition Dept.

Address: 3395 Harrison Ave, Beaumont, TX 77706

Contact Person and Title: Barbara Perez - Buyer

Phone: 409-617-5069 Fax: 409-617-5186

Contract Period: Yearly Scope of Work: Janitorial Supplies

REFERENCE TWO

Government/Company Name: International Paper

Address: 1750 Inland Road, Orange TX 77632

Contact Person and Title: Sherrie Gonzalez - Buyer

Phone: 409-746-7208 Fax: 409-746-7540

Contract Period: Yearly Scope of Work: Janitorial Supplies

REFERENCE THREE

Government/Company Name: UTMB - Galveston

Address: 301 University Blvd. Galveston, TX 77555

Contact Person and Title: Collette Pietzsch - Asst. Director

Phone: 409-772-3348 Fax: 409-772-3338

Contract Period: Yearly Scope of Work: Janitorial Supplies

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.

Hygeia Enviro-Clean, Inc Bidder (Entity Name)	Cynthia Luquette Signature
7550 College Street Street & Mailing Address	Cynthia Luquette Print Name
Beaumont, Tx 77707 City, State & Zip	10-7-13 Date Signed
409-866-2354 Telephone Number	409-866-9530 Fax Number
cynthia1@hygeiaec.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

Hygeia EnviroClean, Inc

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. 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. 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.	OFFICE USE ONLY
1. Name of person doing business with local governmental entity. None	

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

   (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.)

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.

   None

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.

   None

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.) None

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.

Cynthia Buquette — 10-7-13

Signature of person doing business with the governmental entity — 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 Not Applicable

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 contract 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.

Cynthia Luquette
Printed Name of Authorized Representative

Cynthia Luquette
Signature

General Manager
Title

10-7-13
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 Not Applicable

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

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No Not Applicable

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 Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____%

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____%

Description of Subcontract Work to be Performed: _____

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): Cynthia Luquette

Title: General Manager

Signature: Cynthia Luquette

Date: 10-7-13

E-mail address: Cynthia1@hygeiaec.com

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

Name (print or type): Cynthia Luquette

Title: General Manager

Date: 10-7-13

E-mail address: Cynthia1@hygeiaec.com

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 Hygeia Enviro Clean, Inc [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.):	74-1540213
Company Name submitting bid/proposal:	Hygeia Enviro-Clean, Inc
Mailing address:	7550 College St., Beaumont, TX 77707
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**
042450-000/013300-00000	7550 College Street, Beaumont, TX 77707

* 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 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 Texas COUNTY OR Jefferson

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

on this day personally appeared Cynthia Luquette (name), who

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

"I, Cynthia Luquette (name) am a duly authorized officer of/agent

for Hygeia Enviro-Clean, Inc (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Hygeia Enviro-Clean, Inc. (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: Hygeia Enviro Clean, Inc

7550 College Street, Beaumont, Tx 77707

Fax: 409-866-9530 Telephone# 409-866-2354

by: Cynthia Luquette (print name) Title: General Manager

Signature: Cynthia Luquette

SUBSCRIBED AND SWORN to before me by the above-named Cynthia Luquette on

this the 7th day of October, 2013.

Shalanda Washington

Notary Public in and for

the State of Texas

Shalanda Washington
Notary Public
State of Texas
My Comm. Exp. 11/20/14

Bidder Shall Return Completed Form with Offer.

Hygeia Enviro-Clean Inc.
Catalog Pricing for Janitorial Supplies for Jefferson County Bid No:IFB 13-021/JW
Catalog Bid 25% off Nov 1,2013 - Oct 31,2014

Item	Description	List Price	Per
005-025	BLOODBORNE PATHOGEN KIT	22.77	KT
005-027	LENS CLEANING STATION (10/CS)	25.76	BX
005-060	OIL DRY ABSORBENT 50# BAG	11.57	BG
005-074	OIL BOOM OIL ONLY 5X10 #B510	129.28	BU
005-0790	P100 SORBENT PAD 3/8X17X19	60.69	BU
005-080	R144 SORBENT ROLL 3/8X38X144	189.08	RL
005-081	UP100 SORBENT PAD 3/8X17X19	93.76	BU
005-082	UQ100 SORBENT PAD 3/8X17X19	128.95	BU
005-083	P200 SORBENT PAD 3/16X17X19	78.60	BU
005-100	D-VOUR ABSORBENT POWDER 1#	105.99	CS
005-105	D-VOUR ABSORBENT POWDER 1.5oz	2.50	PK
010-001	BATTERY TERMINAL CLEANER 15oz	5.20	CN
010-055	CONTACT/CIRCUIT BOARD III 14oz	13.78	CN
010-070	MR MUSCLE OVEN CLEANER 19oz	11.73	CN
010-101	PENETRANT LUBRICANT W/TEFLON	12.99	CN
010-105	CHALKBOARD CLEANER 12/19oz	10.13	CN
010-310	PENETRATING OIL 19oz	11.14	CN
0125-29	SANI QUAT SANITIZER/DISINFECT	16.98	GL
0140-29	PINE ACT DISINFECTANT 4/1GL	22.35	GL
020-105	METERED DEODORANT HONEYSUCKLE	8.31	CN
020-106	METERED DEODORANT POMEGRANATE	7.72	CN
020-190	FIRE D ONE SHOT FOGGER 5oz	7.39	CN
020-2143	METERED DEODORANT INNO-SCENT	7.81	CN
020-2144	METERED DEOD COUNTRY BERRY	7.81	CN
020-2145	METERED DEODORANT POTPOURRI	8.01	CN
020-2146	METERED DEODORANT SUNBURST	8.01	CN
020-2147	METERED DEODORANT CINNAMON	8.01	CN
020-2148	METERED DEOD MOUNTAIN AIR	8.01	CN
020-2149	METERED DEODORANT FRESH LINEN	8.01	CN
020-2150	ODOR KILLER FOGGER 5oz	7.96	CN
020-2153	METERED DEOD CITRUS	8.60	CN
020-2154	METERED DEOD HERBAL SPRING	7.96	CN
020-2155	ODOR CONTROL FOGGER SUNBURST	7.96	CN
020-2156	METERED DEOD BABY POWDER	8.01	CN
020-2157	METERED DEOD PINA COLADA	8.01	CN
020-2159	METERED DEODORANT CHERRY 12/CS	8.01	CN
020-2161	METERED DEOD SPRING FLOWERS	8.01	CN
020-217	METERED DEODORANT NATIVE MANGO	8.01	CN
020-2171	METERED DEOD PACIFIC PEACH	8.01	CN
020-2172	METERED DEOD PASSION VIOLET	8.01	CN
020-2175	METERED DEODORANT VOODOO BERRY	8.01	CN
020-2176	METERED DEODORANT LEMON	8.01	CN
020-2177	METERED DEOD COUNTRY GARDEN	8.01	CN
020-2178	METERED DEOD MELON MIST	7.81	CN
020-2179	METERED DEODORANT APPLE	7.81	CN
020-2180	METERED DEOD NOUVEAU BOUQUET	7.81	CN
020-2181	METERED DEODORANT PLUMERIA	7.81	CN
020-2182	PASSIVE ODOR DEOD START UP KIT	56.30	KT
020-2185	METERED DEODORANT MULBERRY	8.12	CN
020-219	METERED DEOD SMOKE & ODOR	8.01	CN

Hygeia Enviro-Clean Inc. 2

Catalog Pricing for Janitorial Supplies for Jefferson County Bid No:IFB 13-021/JW

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Item	Description	List Price	Per
020-2192	METERED DEODORANT BAYBERRY	8.01	CN
020-220	METERED DEODORANT FRENCH KISS	8.01	CN
020-2210	METERED DEODORANT VANILLA	8.01	CN
020-2220	METERED DEODORANT SEAMIST	8.01	CN
020-2225	METERED DEOD CLEAN N FRESH	8.01	CN
020-230	ROOM DEODORANT POTPOURRI	7.63	CN
020-235	ROOM DEODORANT SUNBURST	7.63	CN
020-236	ROOM DEODORANT MOUNTAIN AIR	7.63	CN
020-240	ROOM DEODORANT MANGO BAY	7.63	CN
020-243	METERED DEODORANT DUTCH APPLE	8.01	CN
020-300	RADIANT ZESTY ORANGE DEODORANT	17.14	CN
020-310	RADIANT FLORAL BLOSSOM	17.14	CN
020-320	RADIANT COOL CUCUMBER	17.14	CN
020-330	RADIANT MANGO SPLASH DEODORANT	17.14	CN
020-335	RADIANT SPARKLING WIND	17.14	CN
020-340	MICROBURST 3000 MORNING BREEZE	11.46	CN
020-350	MICROBURST 3000 IMAGINATION	11.46	CN
020-360	MICROBURST 3000 SEASHORE	11.46	CN
020-370	MICROBURST 3000 MANGO	11.46	CN
020-500	YANKEE CANDLE BUTTERCREAM	11.50	CN
020-510	YANKEE CANDLE SAGE & CITRUS	11.50	CN
0235-18	LEMON QUAT DISINFECTANT 55GAL	660.48	DM
0235-21	LEMON QUAT DISINFECTANT 5GAL	61.62	PL
0235-29	LEMON QUAT DISINFECTANT 4/1GL	14.91	GL
0237-29	PINE QUAT DISINFECTANT 4/1GL	17.70	GL
0244-36	SPRITZ SURFACE SANITIZER QT	5.00	QT
0248-29	NEUTRAL Q DISINFECTANT 4/1GL	18.60	GL
0251-36	PRONTO TB RTU DISINFECT 12QTS/	6.00	QT
0255-29	MICRO-CHEM PLUS DISINF 4/1GL	18.75	GL
0255-55	MICRO-CHEM PLUS DISINFECTANT	831.00	DM
0270-29	COMBAT NEUTRAL DISINFECT 4/1GL	18.00	GL
0275-29	NEUTRACIDE 256 DISINFECTANT GL	30.65	GL
0330-29	PINK LOTION HAND SOAP 4/1GL	16.25	GL
040-345	DUALCIDE P3 INSECTICIDE 17oz	10.95	CN
040-346	DEEP WOOD OFF INSECT REPELLANT	12.45	CN
040-365	METERED INSECTICIDE PURGE	16.00	CN
040-370	CS-101 ROACH & ANT SPRAY 12oz	11.45	CN
042-4	SEE MOR GLASS CLEANER 4/1GL	26.00	GL
0470-29	WHITE PEARL HAND SOAP 4/1GL	16.45	GL
0502-21	VISIONS WET LOOK FINISH 5GL	97.51	PL
050-530	SILICONE SPRAY MISTY 11oz	9.00	CN
0510-21	ONE COAT 25 FLOOR FINISH 5GL	132.00	PL
0510-29	ONE COAT 25 FLOOR FINISH 4/1GL	27.50	GL
0523-29	DECADE WATER BASED SEAL 4/1GL	28.96	GL
0524-21	STAMINA SURFACE COATING 5GL	175.36	PL
0524-29	STAMINA SURFACE COATING 4/1GL	39.78	GL
0525-21	PRO-SEEL CONCRETE/STONE SEALER	140.57	PL
0529-36	VIVID FINISH LAMINATOR 12/QTS	7.14	QT
0545-29	POP&SHINE GLOSS RESTORER 6/1LT	24.12	LT
0546-36	POP & SHINE RTU GLOSS RESTORER	8.00	QT

Hygela Enviro-Clean Inc.

Catalog Pricing for Janitorial Supplies for Jefferson County Bid No:IFB 13-021/JW

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Item	Description	List Price	Per
0550-29	IMPRESSIONS ULTRA GLOSS FINISH	23.50	GL
0555-21	ASPIRE SEALER/FINISH 5GAL	145.00	PL
0555-29	ASPIRE SEALER/FINISH 1/GL	32.00	GL
055-540	PLEDGE FURNITURE POLISH 6/18oz	14.20	CN
0560-21	CONKLEEN 204 H/D CONCRETE CLNR	65.90	PL
0560-29	CONKLEEN 204 H/D CONCRETE CLNR	15.90	GL
0560-55	CONKLEEN 204 H/D CONCRETE CLNR	619.94	DM
0591-21	WITHSTAND SEALER/FINISH 5GL	158.98	PL
0591-29	WITHSTAND SEALER/FINISH 4/1GL	32.31	GL
0593-21	24/7 EXTENDED PERFORMANCE	168.30	PL
0593-29	24/7 EXTENDED PERFORM FINISH	33.50	GL
0593-56	24/7 EXTENDED PERFORM FINISH	82.40	CU
060-575	GUM & WAX REMOVER #2090	11.00	CN
0650-29	FOAM BREAK DEFOAMER 4/1GL	23.52	GL
0660-29N	EDGE PLUS EXTRACTION CLNR 4/1G	17.58	GL
066-044	ALUMINUM STEAM TABLE PAN 1/2	73.31	CS
0665-29N	SPRAY KLEEN PLUS BONNET CLEANR	19.00	GL
0670-29N	BURST PLUS CARPET SHAMPOO 4/1G	23.50	GL
0675-29	EXTREME PLUS CARPET SPOTTER	18.90	GL
0676-36N	EXTREME PLUS SPOT REMOVER QTS	7.90	QT
0681-36N	BIO KLEEN PLUS PROTEIN SPOT &	8.09	QT
0685-29	TANNIN OUT COFFEE/TEA/BROWNING	21.50	GL
0685-36N	TANNIN OUT COFFEE/TEA/BROWNING	7.00	QT
0691-29	SOIL FIGHTER PLUS PRE SPRAY	29.00	GL
0693-29N	ALL IN ONE CARPET/BONNET CLNR	36.78	GL
0694-36N	ALL IN ONE CARPET SPOTTER QTS	9.90	QT
070-0665	BROOM ANGLE LARGE FLAGGED TIP	8.50	EA
070-0668	PUSH BROOM 18" BLACK TAMPICO	21.40	EA
070-0670	PUSH BROOM 24" BLACK TAMPICO	25.95	EA
070-0675	PUSH BROOM 36" POLYPROPYLENE	35.00	EA
070-0680	PUSH BROOM 18" POLY MAROON	16.95	EA
070-0690	PUSH BROOM 24" POLY MAROON	23.50	EA
070-0700	PUSH BROOM 36" POLY MAROON	45.50	EA
070-0705	CONCRETE FINISHER BROOM 48"	38.26	EA
070-0710	BRACE LARGE FITS 24"-48" PUSH	9.00	EA
070-0730	PUSH BROOM 24" GRAY FLAGGED	28.00	EA
070-0740	PUSH BROOM 36" GRAY FLAGGED	40.39	EA
070-0750	PUSH BROOM 18" GRAY FLAGGED	18.74	EA
070-0800	BROOM LOBBY/TOY BROOM	6.00	EA
070-0801	BROOM LOBBY/TOY BROOM PLASTIC	9.00	EA
070-0905	PUSH BROOM 18" PALMYRA	16.57	EA
070-0910	PUSH BROOM 24" PALMYRA	21.56	EA
070-0930	BROOM MAIDS CORN/BLEND	7.90	EA
070-1010	BROOM WAREHOUSE CORN/BLEND	11.26	EA
070-1020	BROOM WISK CORN BLEND BR-10020	7.92	EA
072-4	CITRI KLEEN NEUTRAL FLOOR	70.30	CS
0769-5	TYPE A VACUUM BAGS F/U-900	9.22	PK
0778-6	VACUUM BAGS F/BACKPACK VACUUM	39.00	PK
080-1025	SCRUB BRUSH IRON HANDLE #6482	8.00	EA
080-1060	BASEBOARDS & CORNERS BRUSH	29.50	EA
080-1100	BOWL BRUSH UNION FIBRE #157	6.27	EA

Hygeia Enviro-Clean Inc.

Catalog Pricing for Janitorial Supplies for Jefferson County Bid No:IFB 13-021/JW

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Item	Description	List Price	Per
080-1101	BOWL BRUSH CONTOURED PLASTIC	6.73	EA
080-1110	COUNTER BRUSH SILVER FLAG 8"	8.85	EA
080-1115	COUNTER BRUSH NYLON FLAG 8"	9.50	EA
080-1120	TIRE BRUSH BRASS WIRE 66-B	6.74	EA
080-1125	TILE & GROUT BRUSH #9008	5.00	EA
080-1130	COUNTER BRUSH HORSEHAIR 8"	12.00	EA
080-1185	DECK BRUSH PALMYRA FIBRE #114	8.32	EA
080-1270	SCRUB BRUSH BI-LEVEL BLUE 10"	25.94	EA
080-1280	FENDER BRUSH PALMYRA W/8 "	6.90	EA
080-1290	FENDER BRUSH PALMYRA W/20"	8.78	EA
080-1310	FENDER BRUSH WHITE TAMPICO W/8	6.85	EA
080-1320	FENDER BRUSH WHITE TAMPICO W/	16.00	EA
080-1325	UTILITY BRUSH WHITE NYLON W/	12.00	EA
080-1340	HAND & FINGERNAIL BRUSH #226	6.00	EA
080-1507	PLUNGER TOILAFLEX #9201	14.50	EA
080-1508	FENDER BRUSH MAROON/BROWN W/8"	8.50	EA
080-1510	FENDER BRUSH BROWN PLASTIC W/	14.50	EA
080-1590	TRUCK WASH BRUSH 9 #8410	17.25	EA
080-1600	TRUCK WASH BRUSH-PLASTIC GREEN	41.16	EA
0901-29	SUPER NAC ALL PURPOSE CLEANER	14.50	GL
0906-29B	DESCUM SCUM REMOVER&RENOVATOR	16.78	GL
0920-29	POOFF FOAMING CLEANER/DEGREASE	17.25	GL
0927-29	IMAGE NEUTRAL FLOOR CLNR 4/1GL	13.65	GL
0935-29	ENHANCE NEUTRAL FLOOR CLNR 4/1	13.95	GL
0939-29	NU-LOOK WOOD FLOOR CLEANER &	16.00	GL
0945-29	PH-ENOMENAL FLOOR PREP 4/1GL	18.25	GL
0955-29	QWIK-SCRUB SCRUB & RECOAT 4/1G	16.50	GL
1001-55	CHEM-EEZ HEAVY DUTY DEGREASER	695.24	DM
100-1970	CASTERS 3" W/INSERTS#6111-L3	19.50	EA
1001TV-HAH	ATLAS HEPA BACKPACK VAC 10QT	865.00	EA
100-2020	WRINGER DOWNPRESS F/MOPBUCKET	95.00	EA
100-2030	MOP BUCKET W/WRINGER 35qt	98.49	EA
100-2040	MOPBUCKET COMBO 26QT YELLOW	90.07	EA
100-2045	MOPBUCKET COMBO 35QT WAVEBRAKE	296.00	EA
100-2050	MOPBUCKET COMBO 44QT WAVEBRAKE	350.48	EA
100-2060	PAIL PLASTIC W/LID 5 GALLON	29.54	EA
100-2065	MOP BKT W/TWIST WRINGER---15QT	38.54	EA
100-331	VACUUM BAGS F/SUPER COACH BACK	29.78	PK
100-431	INTERCEPT MICRO FILTERS	25.00	PK
100-564	MICRO CLOTH FILTER F/QUIETPRO	35.24	EA
1006TV-B	ATLAS BACKPACK VACUUM 10qt	736.50	EA
101-220	HIGH FILTRATION DISCS F/DOME	16.00	PK
1016-29	ULTRAMAX NEUTRAL DEGREASER 4/1	17.50	GL
1020-29	ASTROCHEM INDUSTRIAL DEGREASER	16.95	GL
1020-55	ASTROCHEM INDUSTRIAL DEGREASER	725.45	DM
103-17	WHINK RUST REMOVER 5.75OZ	16.00	BT
103-483	VACUUM BAGS F/PROFORCE 1500XP	14.00	PK
1040-21	BULLSEYE N/B DEGREASER 5 gal	62.50	pl
1040-29	BULLSEYE N/B DEGREASER 4/1GL	16.40	GL
104-217	BELT F/PROFORCE 1500 VACUUM	14.00	EA

Hygeia Enviro-Clean Inc.

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Item	Description	List Price	Per
1053-29	GREEN IMPACT SPEED STRIPPER GL	26.95	GL
1058-21b	BARE BONES STRIPPER 5GL	131.26	PL
1058-29b	BARE BONES STRIPPER GL	26.76	GL
106-514	TAILVAC W/#105692 SIDEWINDER	777.21	EA
1065-21	ZOOM ALL GREEN STRIPPER 5GL	142.44	PL
1065-29	ZOOM ALL GREEN STRIPPER 4/1GL	29.01	GL
106-573	SUPER COACHVAC HEPA BACKPACK	865.77	EA
1080-29	CITROL DEGREASER 4/1GL	49.95	GL
1081-36	CITROL CITRUS DEGREASER 12/QTS	15.67	QT
1085-12	HARD SURFACE DISINF WIPE LEMON	17.03	CN
1086-12	HARD SURFACE DISINF WIPE FRESH	17.03	CN
1086-45	SUN SPRAY FOAM DEGREASER 12/QT	5.98	QT
1087-6	HARD SURFACE DISINF WIPE NABC	17.03	CN
1095-21	CITRUS KLEEN DEGREASER 5GAL	86.95	PL
1095-29	CITRUS KLEEN DEGREASER 4/1GL	20.14	GL
11001-5	WOW STAINLESS STEEL CLEANER	16.82	BT
11004-6	WOW STAINLESS STEEL TOWEL CAN	14.50	CN
1104-29	BIG PUNCH OVEN & GRILLE CLEANR	17.85	GL
1106-21	GOLDEN POT & PAN DISH SOAP 5GL	82.00	PL
1106-29	GOLDEN POT & PAN DETERGENT GAL	17.48	GL
11-208	PROLINK 9" JUMBO TISSUE 2PLY	44.93	CS
1124-BL	BLUE BLEND CLAMP MOP 24oz	12.50	EA
1132-BL	BLUE BLEND CLAMP MOP 32oz	14.78	EA
120-2180	CARRY CADDY 3154-06	31.16	EA
120-2210	YELLOW VINYL BAG F/CART	79.00	EA
120-2210	YELLOW VINYL BAG F/CART	85.60	EA
120-2215	JANITOR CART BLACK W/YELLOW	300.98	EA
120-2220	JANITOR CART GRAY FLEXI 2000	299.45	EA
120-2642	CADDY BAG F/324455GL CONTAINER	67.41	EA
12-0814	BELT F/KOBLENZ U-900 VACUUM	7.50	EA
12089-34D	AVANT HAND SANITIZER 1000ML	97.83	CS
12089-34T	AVANT HAND SANITIZER 1000ML	97.83	CS
12089-4	AVANT HAND SANITIZER 4oz	5.12	BT
12092-18	ATERRA FOAM SOAP 18oz PUMP	9.98	BT
12092-34	ATERRA FOAM HAND SOAP 1000ML	51.65	CS
12093-34	ATERRA FOAM ANTIBACTERIAL HAND	16.50	BT
12094-34	AVANT FOAMING HAND SANITIZER	24.80	BT
1220-29	ROADAWAY ALL VEHICLE WASH CONC	19.65	GL
1220-55	ROADAWAY ALL VEHICLE WASH CONC	798.00	DM
125-2260	BLEACH LIQUID 96OZ 6/CS	5.00	BT
1302-29	QUARRY TILE CLEANER 4/1GL	14.65	GL
130-3018	COMET CLEANER W/BLEACH 8/32oz	12.50	QT
130-3020	AUTOMATIC BOWL CLNR BLUE 12/CS	6.50	CN
130-3140	PUMIE SCOURING STICK-US PUMICE	5.00	EA
1304-29	KLEERBRITE GLASS CLEANER 4/1GL	13.42	GL
1325-29	20X GLASS CLEANER GALLON	29.85	GL
1331-45	NUHIDE ALL SURFACE REJUVENATOR	14.00	QT
1407-29	ETERNITY AIR FRESHENER/MALODOR	29.65	GL
14-120	CAROUSEL 2-PLY TOILET TISSUE	76.71	CS
1413-45	ETERNITY AIR FRESHENER & ODOR	10.00	QT

Hygeia Enviro-Clean Inc.

Catalog Pricing for Janitorial Supplies for Jefferson County Bid No:IFB 13-021/JW

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Item	Description	List Price	Per
1415-36	FRESH START ODOR COUNTERACTANT	10.00	QT
1427-29	INCREDILOSO LAVENDER NEUTRAL	16.54	GL
1429-29	INCREDILOSO FRESH N' CLEAN	16.54	GL
1460-29	MARVEL PRESSURE WASHER CLNR 1G	14.98	GL
150-23642	N95 SAFETY MASKS FLAT FOLD	25.04	BX
1600-29	ENDURA WATER BASED URETHANE	109.56	GL
160-200	Smart Vac 24" w/Batt & Charger	4444.00	EA
160-205	Smart Vac 32" w/Batt & Charger	5385.95	EA
1603-29	FAST BREAK WOOD CLEANER &	24.00	GL
160-3411	OIL BASE FLOOR SWEEP RED 50#	32.40	BX
160-3461	WAX BASE FLOOR SWEEP GREEN 50#	34.00	BX
1604-29	PIVOT INTENSIVE WOOD PREP	25.46	GL
160-500	FLOOR & CARPET SWEEPER	78.65	EA
1702-45	EASY DAB CREME CLEANSER 12QTS/	7.25	QT
1720-45	BATHROOM PLUS DISINFECT 12QTS/	6.56	QT
1725-45	SOFT NCREAMY DEOD. CLEANER QT	6.98	QT
1730-b	HOMBRE HIGH ACID BOWL CLNR QTS	6.78	QT
1735-45	WRANGLER ACID BOWL CLNR 12QTS/	6.58	QT
1740-45b	CORRAL FOAMING BATHROOM CLEAN	7.45	QT
1745-b	TRIGGER MILDEW STAIN REMOVER	7.95	QT
1760-45	SURGE DRAIN OPENER 12/QTS	7.50	QT
1771-b	UNISON PURI URINAL SCREEN	8.00	EA
1779-B	NATURES SOLUTION BIO-BLOCK	45.00	EA
1800-29	NATURES SOLUTION BIOENZYMATIC	20.41	GL
1801-45	NATURES SOLUTION BIO-ENZYMATIC	7.98	QT
1820-29	NATURAL MIRACLE ODOR DESTROYER	25.65	GL
1821-b	NATURAL MIRACLE ODOR DESTROYER	9.00	QT
1830-29	SHA-ZYME BIO-CLEANER/DEGREASER	28.75	GL
190-021	AJAX POWDER OXYGEN BLEACH	3.00	CN
190-120	COMET CLEANSER 24/21oz #02255	4.00	CN
190-360	PINE CLEANER/DISINFECT 4/1GL	15.24	GL
190-501	SIMPLE GREEN-ALL PURPOSE IND.	26.78	GL
190-800	WINDEX GLASS CLEANER-QUART	12.00	QT
190-820	WINDEX GLASS CLEANER -GALLON	24.56	GL
2000-b	NATURES SCRUB FOAMING CLEANER	6.89	CN
2001-b	CITRA BLAST FOAM CLEANER 18oz	7.45	CN
2002-B	SEA BRITE GLASS & SURFACE CLNR	6.58	CN
2003-B	RELY FOAMING DISINFECT 18oz	7.45	CN
2004-b	FORTRESS DISINFECT SPRAY 18oz	9.35	CN
2006-B	GLIMMER STAINLESS STEEL CLEAN	8.65	CN
2007-b	CREAM COAT FURNITURE POLISH	7.65	CN
2008-B	PIZZAZZ BASEBOARD STRIPPER	12.00	CN
2009-b	CLEAR CHOICE SURFACE CLNR 18oz	7.15	CN
2012-B	ETERNITY AIR FRESHENER/MALODOR	8.65	CN
2013-B	CONTROL DUST MOP TREATMENT CAN	8.45	CN
2014-B	GIANE AIR FRESHENER/MALODOR	8.25	CN
2015-B	PURI AIR FRESHENER/MALODOR	8.25	CN
20-400	PIT CREW CLOTH WHITE	65.25	CS
20-401	PIT CREW CLOTH WHITE REFILL	55.45	CS
2050-b	METERED DEODORANT GIANE	11.00	CN

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Item	Description	List Price	Per
2051-b	METERED DEODORANT PURI	11.00	EA
210-100	CARPET POWDER LEMON 12/CS	6.75	CN
210-101	CARPET POWDER INNOSCENT 12/CS	6.75	CN
210-102	CARPET POWDER MINT FRESH 12/CS	6.75	CN
210-160	GRANULAR DEODORANT LEMON 12/CS	7.95	CN
210-300	CARPET POWDER SPRING GREEN	14.00	CN
210-400	SANA BOWL BLOCK W/HANGER B04	1.65	EA
210-405	PARA BOWL BLOCK 12/BX	1.85	EA
210-500	URINAL SCREEN(BLUE)12/BX	3.00	EA
210-501	URINAL SCREEN CHERRY(RED)12/BX	3.00	EA
210-510	URINAL SCREEN W/BLOCK CHERRY	3.50	EA
210-560	WALL BLOCK W/HANGER 24/oz W24	11.50	EA
210-565	WALL BLOCK CHERRY 16oz	9.98	EA
210-620	WATER SOL DEOD CINNAMON 4/1GL	30.00	GL
210-622	WATER SOLUBLE DEOD CERISE 4/1G	30.00	GL
210-625	WATER SOL. DEO.-LEMON---GALLON	30.00	GL
210-626	WATER SOL. DEO.-MINT FRESH-GAL	30.00	GL
210-627	WATER SOL DEOD MOUNTAIN AIR 4/	30.00	GL
210-629	WATER SOL DEOD SUNBURST 4/1GL	30.00	GL
210-680	WICK BOTTLE DEOD LEMON 12/CS	4.50	BT
2117-b	STEEL FORCE POLISHING PADS 17	20.35	EA
2118-b	AQUA MAGIC STONE FLOOR PAD 18	11.45	EA
2120-06	PURELL HAND SANITIZER DISP	36.00	EA
2129-P	AQUA MAGIC STONE FLOOR PAD 13	6.95	EA
21-600	CLUBHOUSE JR. CENTER PULL HAND	85.00	CS
22-356	CENTER PULL HAND TOWEL	60.00	CS
225-060	4oz BOTTLE LID POLYPRO/140109	1.00	EA
225-065	QUART BOTTLE LID POLYPRO	0.75	EA
225-070	GALLON PLASTIC JUG CAP-BLACK	0.80	EA
22-700	WHITE ROLL TOWEL 9-3/4"X700'	89.00	CS
22-851	Q-CELL SORBENT PAD 15"x19"	75.00	BU
22-854	Q-CELL SORBENT ROLL 29"X75'	93.75	RL
230-00	PREMIUM C-FOLD TOWEL WHITE	66.00	CS
230-040	CONE CUP DISP.STAINLESS STEEL	42.00	EA
230-060	CUP DISP STAINLESS F/PLASTIC	86.00	EA
230-065	CUP DISP STAINLESS F/FOAM CUPS	87.40	EA
2305-P	GREEN DIAMOND DISC#50	61.00	EA
2306-P	BLACK DIAMOND DISC#120	61.00	EA
2307-P	RED DIAMOND DISC#220	61.00	EA
2308-P	YELLOW DIAMOND DISC#400	61.00	EA
2309-P	WHITE DIAMOND DISC#800	61.00	EA
231-055	METERED AEROSOL DISP #1131 OLD	54.00	EA
231-060	METERED AEROSOL DISP #1131-TM	50.00	EA
231-061	ENCORE PLUS-METERED DISPENSER	65.00	EA
231-063	AIR FRESHNER KIT - TIME MIST	85.00	KT
2310-P	BLUE DIAMOND DISC#1800	61.00	EA
231-100	RADIANT DISPENSER WHITE	21.00	EA
231-110	RADIANT DISPENSER BLACK	21.00	EA
231-115	RADIANT POWER DISPENSER	26.00	EA
231-120	MICROBURST 3000 DISPENSER	85.00	EA

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Item	Description	List Price	Per
231-125	MICROBURST 3000 DISP ECONOMY	65.00	EA
232-020	BORAXO POWDER SOAP DISP #03365	50.80	EA
232-044	STAINLESS SOAP DISP 40oz	123.11	EA
232-084	SOAP DISP WHITE 800ML#9034	33.00	EA
232-085	SOAP DISP BLACK 800ML #9033	33.00	EA
232-100	HANDS FREE SOAP DISP 1200ML	41.50	EA
232-110	HANDS FREE SOAP DISP 1200ML BK	41.50	EA
232-120	OPTIMUM FOAM SOAP DISP 1250ML	20.00	EA
232-130	OPTIMUM FOAM SOAP DISP 1250ML	20.00	EA
232-140	HANDS FREE PURELL DISP 1200ML	45.95	EA
232-220	SANI-TUFF SOAP DISP F/#91708	36.00	EA
2323-P	CONCRETE DISC 220 GRIT	61.00	EA
2324-P	CONCRETE DISC 400 GRIT	61.00	EA
2325-P	CONCRETE DISC 800 GRIT	61.00	EA
2326-P	CONCRETE DISC 1800 GRIT	61.00	EA
233-037	JUMBO TOILET TISSUE DISP 12"	100.08	EA
233-038	JUMBO TISSUE DISPENSER 9"	54.00	EA
233-039	JUMBO JR 9" TWIN DISPENSER	66.80	EA
233-040	TISSUE DISPENSER 2/ROLL CHROME	35.00	EA
233-045	R3590TBK 2/ROLL TISSUE DISP	50.00	EA
233-215	TISSUE DISPENSER 2/,#B-2888	125.00	EA
233-300	HG-1-2 TOILET SEAT COVER DISP	18.65	EA
234-130	ROLL TOWEL DISPENSER LEVER	141.15	EA
234-146	CHROME SINGLEFOLD DISPENSER	72.25	EA
234-150	MULTI/C-FOLD DISPENSER CHROME	74.65	EA
234-155	DISPENSER ROLL TOWEL LEVER	104.76	EA
234-160	MULTI/C-FOLD DISPENSER OCEANS	42.50	EA
235-020	ELECTROSTATIC DUSTER YELLOW	12.50	EA
235-030	FEATHER DUSTER OSTRICH 13	16.00	EA
235-031	DUSTING AND POLISHING MIT	16.78	EA
235-032	POLYWOOL DUSTER - TELESCOPIC	13.50	EA
235-033	LAMBSWOOL DUSTER EXTENDABLE	14.52	EA
235-034	Polywool Duster Tele 30"-45"	18.00	EA
235-056	OCEANS TEAR-N-DRY TOWEL DISP	195.82	ea
235-060	FEATHER DUSTER-OSTRICH----31	28.00	EA
235-080	RETRACTABLE FEATHER DUSTER	16.50	EA
240-124	SCOOP 3QT RED F/DRY OR LIQUID	8.00	EA
240-200	COVERALL'S W/HOOD & FEET LRG	65.00	CS
240-205	COVERALL'S W/HOOD & FEET XLRG	65.00	CS
240-210	COVERALL'S W/HOOD & FEET 2XX	65.00	CS
241-030	GLOVES JERSEY KNIT WRIST	3.00	PR
241-080	NITRILE GLOVE BLUE SML 10BX/CS	15.00	BX
241-082	NITRILE GLOVE BLUE MED 10BX/CS	15.00	BX
241-084	NITRILE GLOVE BLUE LRG 10BX/CS	15.00	BX
241-086	NITRILE GLOVE BLUE XLG 10BX/CS	15.00	BX
241-090	LATEX GLOVE SMALL 10BX/CS	13.00	BX
241-091	LATEX GLOVE MEDIUM 10BX/CS	13.00	BX
241-092	LATEX GLOVE LARGE 10BX/CS	13.00	BX
241-093	LATEX GLOVE X-LRG 10BX/CS	13.00	BX

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Item	Description	List Price	Per
241-094	VINYL GLOVE LARGE 10BX/CS	9.60	BX
241-095	VINYL GLOVE MEDIUM 10BX/CS	9.60	BX
241-096	VINYL GLOVE SMALL 10BX/CS	9.60	BX
241-097	LATEX GLOVE P/F MEDIUM 10BX/C	14.00	BX
241-098	LATEX GLOVE P/F LARGE 10BX/CS	14.00	BX
241-099	LATEX GLOVE P/F X-LRG 10BX/CS	14.00	BX
241-100	LATEX GLOVE P/F SMALL 10BX/CS	14.00	BX
241-101	VINYL GLOVE X-LARGE 10BX/CS	9.60	BX
241-228	FOOD SERVICE GLOVE LRG 10PK/CS	2.00	PK
241-280	NEOPRENE FLOCKED GLOVES,14	8.65	PR
241-380	YELLOW FLOCK GLOVE SML 12PR/DZ	3.98	PR
241-381	YELLOW FLOCK GLOVE MED 12PR/DZ	3.98	PR
241-382	YELLOW FLOCK GLOVE LRG 12PR/DZ	3.98	PR
241-383	YELLOW FLOCK GLOVE XLG 12PR/DZ	3.98	PR
2500-29	SURFACE BARRIER IMPREGNATOR GL	150.24	GL
250-040	BROOM HANDLE 60" FIBERGLASS	21.00	EA
2500-45B	SURFACE BARRIER IMPREGNATOR	49.95	QT
250-100	BROOM HANDLE 60" METAL TIP	8.00	EA
2501-29b	ONE STEP CRYSTALLIZER 4/1GL	42.35	GL
2501-36	ONE STEP CRYSTALLIZER 12/QTS	16.78	QT
250-160	HANDLE TAPERED WOOD 60X1-1/8	4.88	EA
250-180	BROOM HANDLE 60" WOOD THREAD	5.76	EA
2502-45	RESTORE-IT MARBLE POLISH PASTE	15.25	QT
2503-29	STONE KLEEN NEUTRAL CLEANER	20.36	GL
2504-29b	PATINA DAILY CLEANER 4/1GL	31.25	GL
2506-29	ROCK HARD STEP 1 STONE HARDEN	65.85	GL
2507-29	DURA GLOSS BUFFABLE FLOOR COAT	38.95	GL
2510-29b	HURRICANE INTENSIVE CLNR 4/1GL	31.45	GL
2516-29b	CYCLONE TILE & GROUT CLNR 4/1G	31.89	GL
2517-29	TWISTER MINERAL DEPOSIT CLEANE	36.40	GL
2518-45b	STONE BEAUTY COUNTERTOP POLISH	14.35	QT
2519-29	CERAMI-SHEEN DAILY CLEANER4/1G	21.74	GL
2521-45B	SOIL LOK CERAMIC TILE SEAL QTS	18.35	QT
2522-23b	MRP RESTORATIVE PASTE 10#/PL	185.45	PL
2523-29	DIAMOND GLOSS STEP 2 STONE	49.98	GL
2524-T	GRP GRANITE RESTORATION PASTE	175.69	PL
2525-29	GRANITE STAR SPRAY N BUFF	48.95	GL
2530-B	STONE BLAZER FLOOR MACHINE	3899.00	EA
2549-1	STONE BLAZER 20" FLOOR MACHINE	4102.35	EA
2579-1	SPLASH GUARD 20" F/STONE BLAZE	189.00	EA
260-020	DUSTMOP HANDLE CLIP-ON	15.00	EA
2600-29	NO ZAP STATIC DISSIPATIVE	53.45	GL
260-040	MOP HANDLE MICROFIBER WET/DRY	18.65	EA
260-100	MOP HANDLE PLASTIC QUICK CHANG	19.00	EA
260-105	MOP HANDLE JAWS TYPE	15.35	EA
260-115	MOP HANDLE JANITORIAL 64"	21.40	EA
260-120	MOP HANDLE QUICK CHANGE 60"	13.52	EA
260-125	MOP HANDLE SIDE-LOK 60"	19.45	EA

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Item	Description	List Price	Per
2601-29	NO ZAP STATIC DISSIPATIVE	38.54	GL
260-140	MOP HANDLE QUICK CHANGE 54"	11.10	EA
260-220	DUSTMOP HANDLE WEDGE W/FRAME	8.95	EA
260-221	WEDGE DUST MOP HEAD	8.45	EA
260-230	MOP HANDLE 54" LAYFLAT	7.50	EA
260-240	MOP HANDLE 60" LAYFLAT	8.24	EA
2610-29b	FLEXI-CLEAN RUBBER CLNR 4/1GL	25.65	GL
2612-29b	FLEXI-SHEEN RUBBER COND 4/1GL	29.78	GL
2640-43	BRUTE QUIET DOLLY F/ALL BRUTE	125.36	EA
265-5	IRON CLAD FLOOR FINISH 5GL	165.00	PL
270-175	EXTENSION HANDLE 8 FOOT	75.00	EA
270-180	EXTENSION HANDLE 18 FOOT	86.52	EA
270-200	EXTENSION HANDLE 30 FOOT ED900	177.39	EA
270-205	EXTENSION HANDLE 30 FT 5-PART	179.87	EA
290-110	SCOOP 3QT NEON GREEN F/DRY OR	8.00	EA
290-150	LID F/BRUTE 32GL CONT#2632	32.00	EA
290-155	LID F/BRUTE 44GL CONTAINER	40.00	EA
290-160	LID F/BRUTE 55GL CONT#2654	46.95	EA
290-165	DOME LID F/55GAL TRASH CAN	210.65	EA
290-180	FUNNEL TOP F/2632 CONT#3543	75.36	EA
294-005	DAZZLER FLOOR FINISH 5/GL	165.25	PL
300-280	LINER 38X63 4MIL EQ 50/RL	71.00	RL
300-290	LINER 38X63 BLACK 2.7MIL 60GAL	69.95	CS
300-290	LINER 38X63 BLACK 2.7MIL 60GAL	69.95	CS
300-300	POLY SHEETIN 4MIL 12X100 CLEA	75.00	RL
300-305	LINER 23X25 BLACK 1000/CS	39.35	CS
300-310	LINER 24X32 LIGHT BLACK 16GAL	29.65	CS
300-312	LINER 23X33 BLACK .70MIL	52.00	CS
300-315	LINER 30X36 MEDIUM BLACK 30GAL	31.00	EA
300-320	POLYETHYLENE BAG HVY 6x3x15	55.00	CS
300-325	LINER 33X39 HEAVY BLACK 33GAL	42.65	CS
300-330	LINER 40X46 HEAVY BLACK 45GAL	33.25	EA
300-340	LINER 38X58 HEAVY BLACK 60GAL	32.45	EA
300-380	LINER 40X46 GRAY 1.3MIL 100/CS	51.23	EA
300-387	LINER 43X47 BLACK 1.1MIL 100/C	50.95	CS
300-390	LINER 38X58 GRAY/BLACK 1.1MIL	56.45	EA
300-395	LINER 38X58 BLACK 1.5MIL 100/C	46.78	CS
300-398	LINER 38X58 BLACK 1.3MIL	56.25	CS
300-402	CLEAR BAGS 2M/CS 12X12 RP1212	60.11	EA
300-405	LINER 24X24 6MIC 10GAL 1M/CS	32.45	EA
300-415	LINER 24X33 6MIC 16GAL 1M/CS	40.15	CS
300-420	LINER 24X33 8MIC 16GAL 1M/CS	52.69	EA
300-425	LINER 30X37 10MIC 30GAL 500/CS	39.45	CS
300-440	LINER 33X40 33GAL 16MIC 200/CS	42.85	CS
300-450	LINER 40X48 14MIC 45GAL 250/C	54.65	CS
300-460	LINER 43X48 16MIC 56GAL 200/CS	51.45	CS
300-475	LINER 38X60 22MIC 60GAL 150/CS	63.59	CS
300-480	LINER 33X40 11MIC 33GAL 500/CS	59.35	cs
300-500	LINER 24X23 WHITE X-HVY 10GAL	30.58	EA
300-505	LINER 23X33 WHITE X-HVY 16GAL	42.58	CS

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Item	Description	List Price	Per
300-508	LINER 26X42 WHITE X-HVY 30GAL	39.95	CS
300-510	LINER 30X37 WHITE X-HVY 30GAL	37.75	CS
300-515	LINER 33X39 WHITE X-HVY 33GAL	29.25	CS
300-520	LINER 40X46 WHITE X-HVY 45GAL	26.75	CS
300-526	LINER 43X47 WHITE X-HVY 56GAL	30.65	CS
300-530	LINER 38X58 WHITE X-HVY 60GAL	33.10	CS
300-540	LINER 38X58 YELLOW 1.7MIL	36.69	EA
302-12	9.5% BOWL CLEANER 12/1QT	6.00	QT
3071-20	WASTEBASKET COMBO BEIGE	65.00	EA
310-412	FOIL SHEETS 12X10-3/4" 6/500	140.45	CS
317-047	EQUAL SWEETENER PACKETS	26.95	BX
330-140	EXTENSION CORD 12GA GROUNDED	64.72	EA
330-180	DUST MASK NON-TOXIC DISPOSABLE	15.91	BX
330-190	GALLON JUG WALL BRACKET-ROUND	15.00	EA
330-195	GOGGLES-CLEAR LENS-GENERAL USE	7.00	PR
330-198	EAR - CLASSIC EAR PLUGS W/CORD	102.00	BX
330-240	HYDRA WIPE CAR CHAMOIS	21.00	EA
330-245	MICRO FIBER BLUE CLOTH 12/CS	2.53	EA
330-250	MICRO FIBER ALL PURPOSE YELLOW	2.53	EA
330-260	SCRAPER LONG HANDLE 48"	35.71	EA
330-275	SCRAPER LONG HANDLE 12" HANDLE	22.48	EA
330-330	SAFETY GLASSES--CLEAR 10/BX	10.00	PR
330-345	MICRO FIBER RED CLOTH	2.53	EA
330-355	MICRO FIBER DUST CLOTH GREEN	2.53	EA
330-360	SCRAPER BLADES-LONG&SHORT HNDL	2.00	EA
330-370	SCRAPER SHORT HANDLE 4" BLADE	26.16	EA
340-020	TOILET BOWL MOP WHITE	2.00	EA
340-040	CADDY F/BOWL MOP/BRUSH&CLEANER	9.00	EA
3424-88B	UTILITY CART BLACK 3-SHELF	400.65	EA
350-040	DUST MOP FRAME 5x12#1412	6.00	EA
350-060	DUST MOP FRAME 5x18	6.35	EA
350-080	DUST MOP FRAME 5x24	6.50	EA
350-100	DUST MOP FRAME 5x36	6.90	EA
350-105	DUST MOP FRAME 5x30	7.85	EA
350-120	DUST MOP FRAME 5x48	15.69	EA
350-140	DUST MOP FRAME 3.5X60#1260	16.96	EA
350-200	MICROFIBER MOP BASE 18	18.00	EA
350-205	MICROFIBER MOP BASE 24	25.89	EA
350-220	DUST MOP HEAD 5x12#1312	13.84	EA
350-262	DUST MOP HEAD 3-1/2x18" WHITE	14.25	EA
350-265	DUST MOP HEAD 5x24 BLUE BACK	15.20	EA
350-305	DUST MOP HEAD 5X48 CUT END	40.85	EA
350-310	DUST MOP HEAD 3.5X60 WHITE	21.38	EA
350-340	DUST MOP HEAD 5x18 WHITE	15.88	EA
350-380	DUST MOP HEAD 5x36 BLUE BACK	21.12	EA
350-385	DUST MOP HEAD 5"X60"	39.95	EA
350-400	TRANSFORMER DUST MOP HEAD 5X24	31.00	EA
350-405	TRANSFORMER DUST MOP HEAD 5X36	36.00	EA
353-5GL	DIAMOND CUT 5GL	105.60	PL
358-20	COIL CLEANER FOAM 16oz MISTY	96.62	CS

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Item	Description	List Price	Per
380-005	MICROFIBER WET MOP BLUE 18	10.95	EA
380-010	MICROFIBER WET MOP BLUE 24	13.58	EA
380-065	LAYFLAT COTTON VALUE MOP 16oz	7.68	EA
380-085	LAYFLAT COTTON VALUE MOP 20oz	9.35	EA
380-100	LAYFLAT COTTON VALUE MOP 24oz	10.48	EA
380-120	LIE-FLAT COTTON WEB MOP 16oz	8.75	EA
380-125	LIEFLAT COTTON MOP 32oz 12/CS	13.00	EA
380-135	LIE-FLAT RAYON MOP HEAD 12oz	6.00	EA
380-165	LAYFLAT RAYON VALUE MOP 16oz	8.65	EA
380-170	LAYFLAT BLUE BLEND MOP 16oz	10.75	EA
380-185	COTTON CLAMP SADDLE MOP 24OZ	9.00	EA
380-190	LAYFLAT RAYON VALUE MOP 20oz	10.65	EA
380-195	LAYFLAT BLUE BLEND MOP 20oz	12.68	EA
380-210	LAYFLAT BLUE BLEND MOP 24oz	13.78	EA
380-215	LIEFLAT RAYON VALUE MOP 24oz	11.89	EA
380-225	LAYFLAT RAYON VALUE MOP 32oz	12.65	EA
380-260	COTTON CLAMP MOP HEAD 16OZ	6.90	EA
380-265	CLAMP BLUE BLEND MOP LOOPED	12.00	EA
380-268	CLAMP WHITE MICRO FIBER MOP 5"	14.65	EA
380-275	CLAMP BLUE MICRO FIBER MOP 5"	15.00	EA
380-280	COTTON CLAMP MOP HEAD 20oz	5.60	EA
380-300	COTTON CLAMP MOP HEAD 24oz	7.25	EA
380-320	COTTON CLAMP MOP HEAD 32oz	9.24	ea
380-322	COTTON CLAMP WEB MOP HEAD 24oz	12.00	EA
380-360	RAYON CLAMP MOP HEAD #16OZ	7.00	EA
380-385	RAYON CLAMP MOP HEAD #20oz	8.10	EA
380-400	RAYON CLAMP MOP HEAD 24oz	9.00	EA
380-405	RAYON CLAMP MOP HEAD 32oz	10.36	EA
380-600	LIEFLAT COTTON VALUE MOP 12oz	6.50	EA
390-080	DOODLEBUG PAD HOLDER-GREY	13.00	EA
390-099	DOODLEBUG SCRUB PAD BLACK 5/BX	3.00	EA
390-100	DOODLEBUG SCRUB PAD BROWN 5/BX	2.70	EA
390-101	DOODLEBUG SCRUB PAD WHITE 5/BX	2.70	EA
390-110	WHITE HAND PAD LIGHT DUTY 6X9	8.00	BX
390-120	GREEN SCOURING PAD-----6X9	8.00	PK
390-130	S.O.S. SOAP PADS	7.00	BX
390-140	STAINLESS STEEL SCRUBBER-LARGE	3.00	EA
3937-0	WET/DRY VAC 12GAL #AI-1260P	800.00	EA
3973-5	ATTACHMENT KIT F/WET DRY VAC	210.00	EA
3974-3	HOSE KIT W/TOOLS F/WET DRY VAC	96.00	EA
3975-0	SQUEEGEE KIT FRONT MOUNT 28.5"	325.12	EA
400-015	HIGH PERFORMANCE PAD-16 5/CS	8.00	EA
400-020	HIGH PERFORMANCE PAD-17 5/CS	9.30	EA
400-025	HIGH PERFORMANCE STRIP PAD 19"	10.96	EA
400-030	HIGH PERFORMANCE PAD 13" 5/CS	6.00	EA
400-040	HIGH PERFORMANCE STRIP PAD 20"	8.12	EA
400-050	BLACK STRIP FLOOR PAD 11" 5/CS	2.40	EA
400-060	BLACK STRIP FLOOR PAD 12" 5/CS	2.84	EA
400-120	BLACK STRIP FLOOR PAD 15" 5/CS	4.03	EA
400-140	BLACK STRIP FLOOR PAD 16" 5/CS	5.13	EA

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Item	Description	List Price	Per
400-160	BLACK STRIP FLOOR PAD 17" 5/CS	6.50	EA
4001-65b	GLASS&SURFACE CLEANER CONC.#1	31.22	BT
400-180	BLACK STRIP FLOOR PAD 18" 5/CS	7.10	EA
400-200	BLACK STRIP FLOOR PAD 19" 5/CS	7.50	EA
400-220	BLACK STRIP FLOOR PAD-20 5/CS	8.00	EA
400-248	BLUE SCRUB FLOOR PAD 17" 5/CS	6.50	EA
400-249	BLUE SCRUB FLOOR PAD 18" 5/CS	7.10	EA
400-250	LIGHT BLUE POLISH PAD 20" 5/CS	8.25	EA
400-251	GREEN SCRUBBING PADS 20" 5/CS	8.00	EA
400-255	BLUE SCRUB FLOOR PAD 20" 5/CS	8.00	EA
400-260	BLUE SCRUB FLOOR PAD 19" 5/CS	7.50	EA
4002-65b	H/D SPRAY&WIPE CLEANER CONC#2	191.55	CS
400-270	BLUE SCRUB FLOOR PAD 22" 5/CS	9.00	EA
400-275	BABY BLUE POLISH PAD 21" 5/CS	13.00	EA
400-280	BABY BLUE POLISH PAD 27" 5/CS	14.20	EA
400-290	CARPET BONNET 17" #R17	53.94	EA
400-293	CARPET BONNET 19" #R19	56.00	EA
400-295	CARPET BONNET 21" #R21	61.58	EA
400-300	CHAMPAGNE BUFF PAD 17" 5/CS	6.50	EA
400-320	CHAMPAGNE BUFF PAD 19" 5/CS	7.50	EA
400-340	CHAMPAGNE BUFF PAD 20" 5/CS	8.25	EA
4003-65	H/D CLEANER/DEGREASER CONC.#3	44.59	BT
400-380	CHAMPAGNE BUFF PAD 27" 2/CS	14.20	EA
400-400	GREEN SCRUB FLOOR PAD 16" 5/CS	5.13	EA
400-405	GREEN SCRUB FLOOR PAD 17" 5/CS	6.50	EA
400-407	GREEN SCRUB FLOOR PAD 19" 5/CS	7.50	EA
4004-65b	NEUTRAL FLOOR CLEANER CONC.#4	33.97	BT
400-480	HOG HAIR BUFF PAD 17" 5/CS	6.50	EA
400-481	HOG HAIR BUFF PAD 18" 5/CS	7.10	EA
400-500	HOG HAIR BUFFING PAD 19" 5/CS	7.50	EA
400-520	HOG HAIR LITE BUFF PAD 20" 5/C	8.25	EA
400-521	HOG HAIR EXTRA BUFF PAD 20"	8.25	EA
400-525	NATURAL BLEND WHT BUFF 20" 5/C	12.74	EA
400-530	PINK ERASER FLOOR PAD 20" 5/CS	9.00	EA
400-540	HOG HAIR BUFF PAD 21" 5/CS	10.36	EA
400-545	NATURAL POLY BURNISH PAD 20 5/	8.25	EA
400-548	NATURAL HAIR BURNISH PAD 24"	13.60	EA
400-550	NATURAL POLY BURNISH PAD 27 5/	13.51	EA
4005-65b	NON-ACID BOWL&BATHROOM CLNR#5	38.15	BT
400-680	RED BUFFING FLOOR PAD 17" 5/CS	6.50	EA
400-685	RED BUFFING FLOOR PAD 18" 5/CS	7.10	EA
400-720	RED BUFFING FLOOR PAD 19" 5/CS	7.50	EA
400-740	RED BUFFING FLOOR PAD 20" 5/CS	8.00	EA
400-750	RED BUFFING FLOOR PAD 22" 5/CS	9.00	EA
400-760	RED BUFFING FLOOR PAD 23" 5/CS	9.50	EA
4007-65	HEALTHCARE DISINFECT. CLNR#7	32.67	BT
400-800	SANDING SCREEN-20"/80GR 10/CS	12.00	EA
400-820	SANDING SCREEN 20"/100GR 10/CS	11.75	EA
400-960	WHITE BUFFING PAD 16" 5/CS	5.13	EA
400-978	DEODORANT F/AUTO JANITOR DRIP	16.00	BT

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Item	Description	List Price	Per
400-980	WHITE BUFFING PAD 17" 5/CS	6.50	EA
400-981	WHITE BUFFING PAD 18" 5/CS	7.10	EA
400-982	WHITE BUFFING PAD 19" 5/CS	7.50	EA
400-9821	DEODORANT F/AUTO JANITOR DRIP	16.00	BT
400-983	WHITE BUFFING PAD 20" 5/CS	8.00	EA
400-984	WHITE BUFFING PAD 21" 5/CS	8.50	EA
4010100-Y	VACUUM BAGS F/WINDTUNNEL	26.00	PK
4014-65b	BIO-ENZYMATIC CONCENTRATE#14	60.00	BT
4015-65	ORGANIC ACID HD RESTROOM#15	42.36	BT
4017-65	H/D DETERGENT DISINF. CLNR#17	21.65	BT
4018-65b	H2O2 MULTISURFACE CLEANER#18	35.00	BT
4019-65	GREEN GLASS & WINDOW CLNR #19	48.00	BT
4020-65	EARTH SENSE #20 WASHROOM	112.46	CS
4030-29	E-SOLUTION MULTISURFACE CLNR	42.30	GL
4031-45	E-SOLUTION H2O2 MULTI-SURFACE	10.00	QT
4036-29	eSOLUTION FOAM HAND SOAP 4/1GL	19.00	GL
4038-29	E-SOLUTION NEUTRAL DISINFECTAN	18.65	GL
4039-29	EARTH SENSE GREEN HAND SOAP	22.75	GL
405-010	PLASTIC DUST PAN 12	6.00	EA
405-020	METAL DUST PAN-SHORT HNDLE-16	16.54	EA
405-040	METAL DUST PAN SHORT HNDLE-12	12.00	EA
405-060	METAL LOBBY DUST PAN	68.95	EA
405-100	PLASTIC LOBBY DUST PAN	18.94	EA
406-020	KRAFT GROCERY BAG 76# 400/BL	93.35	BL
406-100	KRAFT GROCERY BAG 8# 4PK/BALE	23.21	BU
406-155	KRAFT GROCERY BAG 2/500PK 16#	36.65	PK
4110-B	TWIN POWER DISP. EARTH SENSE	195.54	EA
4125-H	HANDI HOLD RACK F/TWIN POWER	106.77	EA
4143-1	UNI POWER LOW FLOW DISPENSER	197.12	EA
4150-1	FLEX-LOCK II DISPENSING SYSTEM	656.55	EA
420-020	FOAM BOWL 5oz WHITE 1M/CS	45.95	CS
420-046	LID #32JL F/#12B32 12OZ BOWL	32.00	CS
4201-B	UNISON 800ML SOAP DISPENSER	26.36	EA
420-250	SANDWICH TRAY 6X6X3 WHITE 500/	42.35	CS
420-280	FOAM TRAY SINGLE COMP #95HT1	41.00	CS
420-305	FOAM TRAY 3-COMP LARGE 95HT3	41.00	CS
420-310	FOAM TRAY 1-COMP 205HT1 200/CS	43.25	CS
420-431	FOAM BOWL 30oz GUMBO 450/CS	178.24	CS
420-480	CHINET 9-3/4" PAPER PLATE	175.41	CS
420-560	CHINET 10-1/4" PAPER PLATE	209.59	CS
430-135	HOT CUP W/HANDLE 8oz 1M/CS	144.98	CS
430-180	CONE CUP ROLLED RIM 4.5KR 4.5o	95.79	CS
4301-B	PINK PERALIZED 800ML HAND CLNR	7.60	BX
4302-b	WHITE ANTIMICROBIAL SOAP 800ML	8.03	BX
430-495	TRANSLUSCENT CUP 10OZ 2500/CS	133.34	CS
430-500	TRANSLUSCENT CUP 12oz 1000/CS	95.45	CS
430-501	TRANSLUCENT CUP 16oz 1000/cs	105.89	CS
430-595	PLASTIC CUP 12oz CLEAR 500/cs	113.28	CS
4305-B	GOLDEN ANTIMICROBIAL 800ML	7.00	BX
430-600	PLASTIC CUP 16oz CLEAR 500/cs	108.72	CS

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Item	Description	List Price	Per
430-640	FOAM CUP 4OZ #4J4 1M/CS	30.25	CS
430-660	FOAM CUP 6OZ 6J6 1M/CS	34.85	CS
430-680	FOAM CUP 8OZ #8J8 1M/CS	38.65	CS
4306-B	EMERALD GREEN 800ML HAND SOAP	6.95	BX
430-700	FOAM CUP 10OZ #10J10 1M/CS	46.35	CS
430-720	FOAM CUP 12oz #12J12 1M/CS	51.57	CS
430-760	FOAM CUP 16oz #16J16 1M/cs	74.03	CS
430-790	FOAM CUP 24OZ #24J24 500/CS	68.00	CS
440-020	ALUMINUM FOIL HVY 18X500	63.86	RL
440-040	FOOD SERVICE FILM-18x2000-RL	56.00	RL
440-095	PAPER TABLE SPREAD-40x300 RL	42.00	RL
440-100	PAPER TABLE SPREAD-40X300WHT	42.00	RL
440-105	PLASTIC TABLE COVER RED GINGHA	64.64	RL
440-140	PAPER TABLE SPREAD-RED & WHITE	63.25	RL
440-200	PLASTIC FORK MED WT. 1M/CS	18.83	CS
440-240	PLASTIC FORK HEAVY WHT 1M/CS	69.80	CS
440-245	PLASTIC FORK HEAVY CHAMPAGNE	75.00	CS
440-250	PLASTIC KNIVES MED WT. 1M/CS	18.83	CS
440-280	PLASTIC KNIFE HEAVY WHT 1M/CS	69.80	CS
440-300	PLASTIC SPOON MED WT. 1M/CS	18.83	CS
440-305	PLASTIC SOUP SPOON MED WT 1M/	21.00	CS
440-340	PLASTIC SPOON HEAVY WHT 1M/CS	69.80	CS
440-380	STIR STICKS HOT OR COLD	4.69	BX
440-390	JUMBO STRAWS WRAPPED 12M/CS	86.44	CS
440-400	PLASTIC FORK HEAVY CLEAR 1M/CS	76.98	CS
440-405	PLASTIC SPOON HEAVY CLEAR 1M/C	76.98	CS
440-410	PLASTIC KNIVES HEAVY CLEAR 1M/	76.98	CS
440-440	PLASTIC TABLE COVER 40X300 WHT	39.95	RL
440-450	CUTLERY KIT SFKNS&P 250/CS	35.11	CS
449-276	ALUMINUM LID/F 1/2 SIZE STEAM	58.00	CS
450-020	BEVERAGE NAPKIN 10X10 WHITE	45.35	CS
450-130	DISPENSER NAPKINS #98710 7X13	62.00	CS
450-140	DINNER NAPKIN 17X17 2PLY 4M/CS	92.00	CS
450-160	DINNER NAPKIN 17X17 2PLY 4M/CS	134.82	CS
450-190	DINNER NAPKIN 15X17 2PLY 3M/CS	116.84	CS
4501-L2	CASTERS 5" FOR UTILITY CART	39.84	EA
4520-88	UTILITY CART 2-SHELF BLACK	401.65	EA
460-080	FEMININE NAPKINS #4 250/CS	95.32	CS
460-140	KRAFT BROWN ROLL PAPER 18/40	33.25	RL
460-141	WHITE BUTCHER PAPER 18 40LB	42.00	RL
460-150	KRAFT ROLL PAPER 24/40 BROWN	36.78	RL
460-151	BUTCHER PAPER WHITE 24"/40#	56.45	RL
460-155	KRAFT BROWN ROLL PAPER 30"/40#	48.99	RL
460-160	KRAFT BROWN ROLL PAPER 36"/40#	56.12	RL
460-161	WHITE BUTCHER PAPER 36 40LB	82.14	RL
460-165	KRAFT BROWN ROLL PAPER 48" 40#	72.45	RL
460-190	TAMPAX VENDING TAMPONS 500/CS	155.87	CS
460-800	BOUFFANT CAPS 21 WHITE 1M/CS	65.00	CS
460-805	HAIR NET BLACK NYLON	30.77	BG
461-015	FILAMENT TAPE 1X60YD	120.67	CS

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461-020	CLEAR SEALING TAPE 2X55YD 36/C	4.25	RL
461-025	CLEAR SEALING TAPE 2X110YD 36/	6.58	RL
461-120	MASKING TAPE-2x60YD 24/CS	6.00	RL
461-127	STRETCH FILM CLEAR 5X1000	18.00	RL
461-128	STRETCH FILM 18120GA/29MICRON	32.96	RL
461-135	STRETCH FILM 18"/80GAUGE 4/CS	28.95	RL
461-140	STRETCH FILM 20"/80GAUGE	112.34	RL
461-220	CAUTION TAPE 3X1000	35.60	RL
4614-BLA	CUBE TRUCK 14 CUBE BLACK	725.15	EA
4619-BLA	CUBE TRUCK 20 CUBE BLACK	954.36	EA
470-010	FACIAL TISSUE 2-PLY 30/100S	46.85	CS
480-105	TOILET TISSUE 2-PLY EMBOSSED	72.50	CS
480-106	TOILET TISSUE 2-PLY 96/CS	65.47	CS
480-150	JUMBO JR TOILET TISSUE 9"	43.15	CS
480-160	JUMBO TOILET TISSUE 12 2000R	45.32	CS
480-300	ROLL TOWEL BROWN 12/CS	43.27	CS
480-310	ROLL TOWEL WHITE 8"X320' 12/CS	45.72	CS
480-750	C-FOLD TOWEL WHITE 2400/CS	45.34	CS
480-775	WINDSHIELD TOWEL BLUE 2016/CS	66.64	CS
480-800	MULTIFOLD TOWEL NATURAL 4M/CS	34.76	CS
480-810	MULTIFOLD TOWEL WHITE 4M/CS	40.22	CS
480-820	BIBS PLASTIC - WHITE 500/BX	48.95	BX
484-800	FORKS HEAVY BLACK BISTRO	65.00	CS
484-805	KNIVES HEAVY BLACK BISTRO	65.00	CS
484-810	SPOONS HEAVY BLACK BISTRO	65.00	CS
484-977	SPOONS HEAVY BOXED CHAMPAGNE	9.50	BX
484-985	KNIVES HEAVY BOXED CHAMPAGNE	9.50	BX
485-125	FORKS HEAVY BOXED CHAMPAGNE	9.50	BX
497-405	EQUAL SWEETENER PACKETS 12/100	79.13	BX
502-420	BUBBLEWRAP 1/2"X125' SLIT/PERF	119.85	RL
5362-02	PREMIUM FOAM SOAP/GOJO	91.63	CS
540-K	SINGLEFOLD TOWEL NATURAL 4M/CS	50.35	CS
540-W	SINGLEFOLD TOWEL WHITE 4M/CS	52.98	CS
58-170	LINER 38X63 CLEAR 1.5MIL 50/RL	36.72	RL
58-493	JUMBO JR TISSUE DISP 9" S/S/R	100.25	EA
5904-29b	ONE SEALER/FLOOR FINISH 4/1GL	38.65	GL
5905-21	ONE SEALER/FLOOR FINISH 5GL	172.30	PL
594-60	ENMOTION BLUE HANDS FREE DISP	166.67	EA
594-62	ENMOTION SMOKE HANDS FREE DISP	166.67	EA
609-100	PROFORCE 1500XP UPRIGHT VACUUM	952.36	EA
640-900	FOLGERS COFFEE CAN	29.52	CN
651-670	SWEET-N-LOW PACKETS 3M/CS	42.46	BX
690-080	PLASTIC SIPHON PUMP 55 GAL FOR	32.00	EA
690-110	PUMP-FOR GAL. JUG-SPRING TYPE	6.50	EA
690-130	PUMP-FOR 5 GAL. PAIL-SPRING	7.25	EA
700-20	RAGS-#1 WHITE - 25LB.- BOX	32.00	BX
700-21	RAGS #1 WHITE - 10LB.- BOX	15.00	BX
700-55	RAGS SELECT WHITE KNIT 25# BOX	65.36	BX
730-140	WET FLOOR CONE--ORANGE-----18	32.85	EA
730-145	WET FLOOR CONE YELLOW 3'	79.45	EA

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Item	Description	List Price	Per
730-148	SAFETY FLOOR CONE ORANGE 28"	65.25	EA
730-150	WET FLOOR SIGN ENGLISH/SPANISH	18.78	EA
750-090	JOY DISH DETERGENT 38oz #45114	12.00	BT
760-071	HAND SANITIZER 4oz PURELL	6.00	BT
760-075	GOJO GOLD & KLEAN 800ML#9127	10.69	BX
760-081	GOJO PINK & KLEAN 800ML#9128	7.00	BX
760-087	GOJO MULTI-GREEN 2000ML#7265	45.62	BX
760-090	ORANGE HAND CLEANER GAL#0955	36.89	GL
760-110	BORAXO HVY DUTY HAND SOAP 5LB	15.78	BX
760-190	DIAL LIQ ANTIBACTERIAL SOAP	6.25	BT
760-192	LIQUID DIAL GOLD PUMP 12/16oz	8.23	BT
760-200	HANDS FREE FOAM SOAP 1200ML	86.50	CS
760-210	HANDS FREE ANTIBACTERIAL FOAM	92.40	CS
760-220	FOAM SOAP PINK 1250ML	86.45	CS
760-225	FOAM SOAP HAIR & BODY 1250ML	98.43	CS
760-230	ANTIBACTERIAL FOAM SOAP 1250ML	35.00	BT
760-240	HANDS FREE HAND SANITIZER 1200	125.00	CS
760-245	PURELL HAND SANITIZER 1000ML	23.50	BX
760-300	TC LOTION HAND SOAP 800ML	68.95	CS
760-310	TC LOTION HAND SOAP 1600ML	98.00	CS
760-480	JOES KLEEN SCRUB 15oz#405	9.50	TB
760-520	JOES KLEEN SCRUB 4.5##401P	32.10	CN
760-540	JOES WATERLESS 15oz HAND#105	9.50	TB
760-600	JOES WATERLESS 4.5# HAN#101P	32.10	CN
760-620	LAVA SOAP WRAPPED BAR--4 OZ.	82.00	CS
760-780	BODY & HAIR SHAMPOO 8LT #91726	189.57	CS
760-865	ANTIMICROBIAL SCRUBS IN BUCKET	18.95	CN
760-870	SCRUBS IN-A-BUCKET 72/CN 6/CS	25.00	CN
760-874	MEDAPHENE SCRUBS 65/CN 6CNS/CS	21.00	CN
760-886	SOFTSOAP HANDSOAP 7.5oz #26012	6.00	BT
770-090	PREMIER LAUNDRY DETERGENT-100#	132.00	DM
7850-W	WHITE ROLL TOWEL 800' 6/CS	100.25	CS
785-150	SUGAR PACKETS 2000/CS	32.00	CS
785-200	COFFEEMATE CREAMER PACKETS	78.00	CS
790-040	DRY CLEANING & SOOT REMOVAL	8.00	EA
790-080	SCRUBBING SPONGE--YELLOW/WHITE	3.00	EA
790-090	SCRUB SPONGE-YELLOW/GREEN	3.00	EA
800-081	PUMP-UP FOAM SPRAYER 2QT #942	45.21	EA
800-085	PUMP-UP SPRAYER 2GL VALU-MIST	49.95	EA
800-120	PINT BOTTLE W/O SPRAYER#LAG16	1.00	EA
800-125	BOTTLE 22OZ W/OUT TRIGGER	1.25	EA
800-140	TRIGGER SPRAYER #922-7	1.52	EA
800-200	QUART BOTTLE HANDI HOLD	1.30	EA
800-210	GALLON BOTTLE-PLASTIC#120131	6.00	EA
800-215	TRIGGER SPRAYER QUART UPSIDE	1.75	EA
800-220	TRIGGER SPRAYER QUART REGULAR	1.50	EA
800-225	TRIGGER SPRAYER QUART CHEMICAL	2.50	EA
810-145	WINDSHIELD SQUEEGEE W/SPONGE	12.30	EA
810-200	FLOOR SQUEEGEE CURVED 36	95.60	EA
810-240	FLOOR SQUEEGEE 24" FE60/96824	46.85	EA

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Item	Description	List Price	Per
810-260	FLOOR SQUEEGEE 36 #FP90	63.89	EA
810-360	STRIP WASHER COMPLETE 18#WC18	42.85	EA
810-400	STRIP WASHER REFILL 18 #WS18	21.00	EA
810-410	STRIP WASHER REFILL 22 #WS22	23.50	EA
810-440	VISA VERSA WINDOW SQUEEGEE 10"	68.00	EA
810-460	VISA VERSA WINDOW SQUEEGEE 18	75.00	EA
816-B	WHITE ROLL TOWEL 10"X800'	83.50	CS
81-T	ROLL TOWEL DISPENSER UNIVERSAL	95.00	EA
830-025	WASTEBASKET RECTANGLE 41QT	21.00	EA
830-030	WASTEBASKET MEDIUM 28QT#2956	19.00	EA
830-032	WASTEBASKET MEDIUM 41QT#2957	26.00	EA
830-040	TRASH CONTAINER 20GAL GRAY	62.50	EA
830-050	Brute Square Trash Can #9W21	350.00	EA
830-060	TRASH CONTAINER 32GAL GRAY	60.00	EA
830-061	TRASH CONTAINER 32GAL RED	65.00	EA
830-080	TRASH CONTAINER 44GAL GRAY	72.00	EA
830-100	TRASH CONTAINER 55GAL GRAY	85.14	EA
830-120	DOLLY FOR 324455GL CONTAINER	62.00	EA
830-125	CADDY BAG F/324455GL CONTAINER	76.85	EA
830-300	SANITARY NAPKIN RECEPTACLE	52.30	EA
830-310	SANITARY NAPKIN RECEPTACLE S/S	69.74	EA
849-189	BREW RITE COFFEE FILTERS COMME	25.00	BX
86-891	CENTERPULL TOWEL AIRLAID 9"/RL	102.36	CS
8702-2#	#200 RED PLAID PAPER FOOD TRAY	60.00	CS
8703-3#	#300 RED PLAID PAPER FOOD TRAY	65.00	CS
880-BI	WHITE ROLL TOWEL I CUT	75.00	CS
880-BN	BROWN ROLL TOWEL STAR CUT	63.50	CS
880-BS	WHITE ROLL TOWEL STAR CUT	75.00	CS
894-60	ENMOTION ROLL TOWEL 89460	140.00	CS
92-728	CENTERPULL TOWEL DISPENSER	65.00	EA
92-888	WIPER BLUE SPUNLACE JUMBO ROLL	125.00	CS
929-12	STRIPEEZE BASEBOARD STRIPPER	102.48	CS
9350-AO	DISPENSER F/AVANT 1000ML HAND	25.00	EA
9360-ATGPF	DISPENSER F/ATERRA 1000ML FOAM	25.00	EA
9360-AVANT	DISPENSER F/AVANT 1000ML FOAM	25.00	EA
9370-AO	DISPENSER F/AVANT 1000ML TOUCH	65.00	EA
93-751	MINI CENTERPULL TOWEL DISPENSE	58.00	EA
9400-1	MOBILE SANITIZER STAND KIT	425.00	EA
95-134	ATLAS BLUE CREPED WIPER POP-UP	138.00	CS
999-010335	SANDING SCREEN-80 GRIT-17	12.00	EA
99-999	WIPER JUMBO 12x12 1100'/RL	102.30	RL
9W27-BLU	SQUARE CONTAINER 50GAL BLUE	255.12	EA
A238-20	MISTY DRY DEOD 10oz LEMON PEEL	92.00	CS
A238-20CF	MISTY DRY DEOD 20oz CINNA FRES	92.00	CS
B-1500FP	20" HIGH SPEED 1500 RPM FLOOR	1600.00	EA
BGD-169	D'VOUR CLEAN-UP KIT #169	9.00	KT
BO-53971	BOUNTY KITCHEN ROLL TOWEL 2PLY	97.39	CS
BP-1400	BP-1400 BACKPACK VACUUM	484.84	EA
BW-07038	WHITE ROLL TOWEL #RH714	85.38	CS
BW-10673	OPTI CORE TOILET TISSUE 36/CS	90.20	CS

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Item	Description	List Price	Per
BW-11138	MULTIFOLD TOWEL WHITE	60.00	CS
BW-1770	TOILET TISSUE GREEN SEAL 96/CS	99.50	CS
BW-1772	KITCHEN ROLL TOWEL GREEN SEAL	56.80	CS
BW-45900	ROLL TOWEL NATURAL WHITE 800'	76.25	CS
BW-46200	ROLL TOWEL NATURAL BROWN 350'	49.95	CS
BW-6380	TOILET TISSUE PREMIUM 80/CS	102.30	CS
BW-68101	DISPENSER CENTERPULL BAYWEST	102.00	EA
BW-7034	TOILET TISSUE 2-PLY 3.75"X4.0"	92.35	CS
BW-75010	WAVE AND DRY DISPENSER BLACK	150.00	EA
BW-75030	WAVE AND DRY DISPENSER RED	150.00	EA
BW-76501	HANDS FREE TOWEL DISPENSER	102.35	EA
BW-77590	HYBRID ROLL TOWEL DISPENSER	135.78	EA
BW-80201	DOUBLE TISSUE DISPENSER BLACK	35.00	EA
BW-80300	3 ROLL TISSUE DISPENSER BLACK	65.00	EA
BW-91000	SOAP DISPENSER BLACK F/91400	25.95	EA
BW-91400	FOAM ANTIBACTERIAL SOAP 1000ML	69.95	CS
BWK-16CC	PLASTIC CUP CLEAR PLASTIC 16OZ	234.15	CS
CEP-HAZSK30	HAZARDOUS SPILL KIT 30GAL	352.14	KT
CH-29685	CHARMIN TOILET TISSUE ULTRA	85.45	CS
CH-46827	CHARMIN TOILET TISSUE BIG ROLL	85.45	CS
CL-4PRO	CLR PRO CALCIUM, LIME, & RUST	42.50	GL
CLO-00026	SOFT SCRUB CLEANSER 9/32oz	69.00	CS
CLO-01100	TILEX MILDEW REMOVER 12/16oz	7.00	BT
CLO-01594	CLOROX DISINFECTANT WIPE LEMON	7.25	CN
CLO-01698	CLOROX ANYWHERE HARD SURFACE	124.00	CS
CLO-02467	CLOROX ULTRA BLEACH MOUNTAIN	6.00	BT
CLO-02490	CLOROX ULTRA GERMICIDAL BLEACH	6.50	BT
CLO-15949	CLOROX DISINFECTANT WIPE FRESH	12.00	CN
CLO-40174	PINE-SOL CLEANER 12/28oz	8.00	BT
CLRMC-4PRO	CLR METAL CLEANER PRO	52.50	GL
CO-184	MAIDS CART BLUEW/YELLOW BAG	295.35	EA
CO-4438GY	WASTEBASKET ROUND 44QT GRAY	16.00	EA
CT-15	CT15 BRUSH DRIVE SCRUBBER 14"	5245.00	EA
CT40B50-OBCB115	CT40 20" BRUSH DRIVE SCRUBBER	8150.00	EA
CT40ECS-145	ECS Micro Scrub 20" 600RPM	9200.00	EA
CT70ECS-145	ECS Micro Scrub 28" 600RPM	11704.40	EA
DC-10CPHQ	PLASTIC PLATE 10-1/4 3-COMP	85.60	CS
DC-10CPWC	FOAM PLATE 10-1/4 3-COMP WHIT	72.50	CS
DC-10EL	LID CAPPUCCINO F/10OZ FOAM CUP	45.95	CS
DC-10PWC	FOAM PLATE 10-1/4 WHITE 500CS	72.50	CS
DC-12BWWC	FOAM BOWL 12oz WHITE 1M/CS	60.00	CS
DC-12SJ20	FOAM BOWL SQUAT 12oz 500/CS	55.50	CS
DC-12X16G	CUP CAFE DESIGN 12oz 1M/CS	85.56	cs
DC-16EL	LID CAPPUCCINO F/16OZ FOAM CUP	69.96	CS
DC-16MJ32	FOAM BOWL SQUAT 16oz 500/CS	59.65	CS
DC-16RCL	BLACK OPTIMA RECLOSABLE LID	90.95	CS
DC-20J16	FOAM CUP 20OZ #20J16 500/CS	55.00	CS
DC-20JL	LID F/8SJ12 & 12SJ20 SQUAT CUP	40.68	CS
DC-20RL	LID F/16MJ20 SQUAT CUP	34.65	CS
DC-20X16G	Cups Cafe DESIGN 20oz 1000/CS	60.85	CS

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Item	Description	List Price	Per
DC21-2000	21" 2000 RPM HIGH SPEED ULTRA	1925.36	EA
DC-32MJ48	FOOD CONTAINER 32OZ SQUAT 500/	78.85	CS
DC-32RL	LID F/16MJ32 & 8SJ32 CUP#32RL	45.00	CS
DC-32TJ32	FOAM CUP 32OZ #32TJ32 500/CS	72.25	CS
DC-48JL	LID F/32MJ48 FOOD CONTAINER	36.95	CS
DC-4J6	FOAM BOWL SQUAT 4oz 1M/CS	38.75	CS
DC-4JL	LID VENTED F/4J4 CUP 1M/CS	26.95	CS
DC-5N25	TRANSLUCENT CUP 5OZ 2500/CS	99.98	CS
DC-6CL	LID F/4J6 SQUAT BOWL 1M/CS	40.00	CS
DC-6PWC	FOAM PLATE 6" WHITE 1M/CS	45.00	CS
DC-8SJ12	FOAM BOWL SQUAT 8oz 1M/CS	43.36	CS
DC-8SJ20	FOAM BOWL EXTRA SQUAT 8oz 1M/C	74.52	CS
DC-8SJ32	FOAM BOWL SUPER SQUAT 8oz 1M/C	74.52	CS
DC-9PWC	FOAM PLATE 9" WHITE 500CS	45.95	CS
DIA-88047	DIAL ANTIMICROBIAL HAND SOAP	28.95	GL
DIX-2342	MIRA-GLAZE PAPER CUPS 12oz	175.01	CS
DIX-5338CD	PERFECT TOUCH COFFEE CUPS 8oz	199.85	CS
DIX-D9542	LID DOME TYPE F/12OZ HOT CUP	144.28	CS
DIX-JW7	JUMBO STRAWS WRAPPED 12M/CS	9.00	PK
DIX-SXP10	DIXIE PLATES 10-1/16 SAGE	158.69	CS
DS-12	DIAMOND SHIELD 12/1LT	329.10	CS
DS-4	DIAMOND SHIELD 4/1GL	310.99	CS
ENE-EN22	ENERGIZER 9-VOLT BATTERY	8.00	EA
ENE-EN91	ENERGIZER AA BATTERIES 24/PK	36.95	PK
ENE-EN92	ENERGIZER AAA BATTERIES 24/PK	36.95	PK
ENE-EN93	ENERGIZER C BATTERIES 12/PK	39.50	PK
ENE-EN95	Energizer Industrial D Battery	3.29	EA
F-880	GERMICIDE DISINFECTANT CLEANER	39.91	GL
FJ-00887	BIGFOLD TOWEL WHITE #20887	86.83	CS
GM-4PRO	CLR PRO GREASE MAGNET	33.29	GL
GOJ-0208	PURELL HAND SANITIZER 2oz	3.63	BT
GOJ-0958	ORANGE LOTION W/PUMICE 6/CS	14.50	BT
GOJ-5798	PURELL HAND SANITIZER 18OZ	27.37	BT
GOJ-9652	PURELL HAND SANITIZER 8oz PUMP	6.71	BT
HOS-260	WAX LINERS F/SANITARY NAPKIN	35.73	CS
HOS-534	BAR TERRY TOWELS "B" GRADE	126.52	BX
HOS-6802W	WAX LINERS F/SANITARY NAPKIN	81.27	CS
I-321	PIKSTIK INDUSTRIAL 32"	30.76	EA
IMP-1490	Z URINAL SCREEN GREEN APPLE	32.91	PK
IMP-1850	CARRY CADDY MAIDS BLUE	44.00	EA
K-5000	SEAT COVERS-HALF FOLD DS500	99.00	CS
KC-01040	ROLL TOWEL BLEACHED 800 12/CS	173.03	CS
KC-05776	WYPALL L40 BLUE 1/4 FOLD WIPER	141.72	CS
KC-05796	WYPALL L40 CENTERPULL WIPER	123.97	CS
KC-05812	WYPALL ALL PURPORSE WIPER 1/4	86.39	CS
KC-05816	WYPALL ECONOMIZER WIPER POP-UP	90.29	CS
KC-07304	COTTONELLE JUMBO JR TISSUE	112.33	CS
KC-09116	STAINLESS SCOTTFOLD TOWEL DISP	102.99	EA

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Item	Description	List Price	Per
KC-09606	STAINLESS CORELESS TISSUE DISP	88.00	EA
KC-1804	MULTIFOLD TOWEL WHITE #01804	93.41	CS
KC-21400	KLEENEX TISSUE 36-100 PK/CS	99.36	CS
KC-34790	TERI TOWEL-WHITE--9.75X16.75	210.14	CS
KC-34955	WYPALL TERI WIPERS 1100/RL	110.75	RL
KC-35015	WYPALL X50 JUMBO ROLL WIPER	91.87	RL
KC-41026	WYPALL X80 1/4FOLD WHITE WIPER	56.25	CS
KC-41041	SHOP PRO WYPALL BLUE WIPER 160	46.79	CS
KC-41455	WORKHORSE WIPER POP-UP BOX	167.57	CS
KC-75260	SCOTT RAGS IN A BOX WHITE	28.53	BX
KC-7713	COTTONELLE TOILET TISSUE#7713	94.47	CS
KCC-07001	COTTONELLE CORELESS TISSUE	118.05	CS
KCC-09506	SEAT COVER DISPENSER SMOKE	67.58	EA
L12006-B	VACUUM BAGS F/ATLAS BACKPACK	15.03	PK
LAG-050	RED WEAVE PAPER FOOD TRAY	44.09	CS
LCK-50	PORTABLE WASHER - KOBLENZ	286.18	EA
MAG-2224	PUSH BROOM BLUE STREAK COMPLET	33.50	EA
MAG-824	PUSH BROOM #8 LINE 24 COMPLET	41.67	EA
MAG-824A	PUSH BROOM #8 LINE 24	28.58	EA
MCO-96	GREEN SCOURING PAD 6X9 SCOTCH	26.90	BX
MER-207	TOILET TISSUE MINI TWIN F/2250	60.00	CS
MRC-85370	NJOY CREAMER PACKETS 1000/BX	21.78	BX
MRC-85380	SWEET N LOW SUGAR SUBSTITUTE	27.15	BX
MRC-85550	CREAMER CANNISTERS 24/12oz	122.98	CS
NCL-4203	NATURAL SOLUTIONS AUTO PUMP	366.59	EA
NCP-96175	GROUT BRUSH 9 SWIVEL CONNECT	9.94	EA
NCP-96245	PUSH BROOM 24 MAXICLEAN MEDIU	19.51	EA
NCP-96912	CARPET BONNET W/MAXISCRUB 19	39.29	EA
NCP-96913	CARPET BONNET W/MAXISCRUB 21	54.30	EA
NCP-97560	BROOM HANDLE METAL F/MAXICLEAN	14.04	EA
OFS-00019	SUGAR CANNISTERS 24/20oz	6.20	CN
P-321	PIKSTIK PRO 32"	30.76	EA
PGC-02001	SPIC & SPAN FLOOR CLEANER 3/1G	43.82	GL
PGC-02165	DAWN DISH DETERGENT 8/38oz	9.35	BT
PGC-02613	DAWN DISH DETERGENT 3/1GL	32.52	GL
PGC-43516	MAGIC ERASER MR CLEAN	47.89	CS
RC-1173	ALUMINUM STEAM TABLE PAN FULL	110.25	CS
RCP-2947BEI	WASTEBASKET BEIGE 44QT#2947	19.45	EA
RCP-3210	MEASURING CUP CLEAR	13.50	EA
RCP-6311	TOILET BRUSH HOLDER ROUND WHIT	6.00	EA
RCP-9T66	UTILITY CART 2 SHELF	375.69	EA
RCP-9W27	SQUARE CONTAINER 50GL#9W27GRA	250.00	EA
REC-04650	LYSOL DISINFECT SPRAY ORIGINAL	145.16	CS
REC-76075	LYSOL DISINFECT SPRAY SPRING	151.03	CS
REC-77182	LYSOL DISINFECTANT WIPE LEMON	12.50	CN
RL-990	ALUMINUM LID F/FULL SIZE STEAM	69.98	CS
RM-1715	17" LOW SPEED FLOOR MACHINE	850.00	EA
RM-2015	20" LOW SPEED FLOOR MACHINE	943.65	EA
RS-900	N95 SAFETY MASKS 20/BX	28.27	BX
RSC-4072	MULTI-SURFACE CLEANER W/H2O2	49.24	GL

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RSC-4073	WASHROOM CLEANER #3	38.72	GL
RSC-4074	PH NEUTRAL CLEANER #4	63.89	GL
RSC-4076	GLASS AND HARD SURFACE CLNR	38.32	GL
RSC-4078	HD DETERGENT / DISINFECTANT	27.39	GL
RSC-4080	MALODOR COUNTERACTANT DEOD	39.73	GL
RSC-4082	FOAMING ACID WASHROOM	34.91	GL
RSC-4160	READY SET CLEAN DISPENSING GUN	20.11	EA
RSC-4161	READY SET CLEAN DISPENSING KIT	91.65	EA
RSC-4162	READY SET CLEAN FOAMING NOZZLE	9.35	EA
SC-02068	ROLL TOWEL-NON-PERFORATED-WHTE	96.98	CS
SC-1061	EXTENDER-CENTER FLOW TWL-WHITE	76.05	CS
SC-151	C-FOLD TOWEL WHITE SCOTT#01510	80.63	CS
SC-170	SINGLEFOLD TOWEL WHT 4M/C#170	100.85	CS
SC-189	MULTIFOLD TOWEL-WHT 2400/#189	75.86	CS
SC-3027	SHINE PLUS SURFACE PROTECTOR	312.00	PL
SCC-378SI	HOT CUP 8oz BISTRO DESIGN	109.34	CS
SEP-4PRO	CLR PRO SEPTIC TREATMENT &	57.95	GL
SMP-13012	SIMPLE GREEN CLNR/DEGREASER	170.76	CS
SMP-30355	SIMPLE GREEN D PRO 3 55GAL	1046.85	DR
SMP-50032	SIMPLE GREEN LIME SCALE REMOVE	9.59	QT
SP-00204	SD-20 ALL PURPOSE CLEANER 4/1G	15.55	GL
SP-00205	SD-20 ALL PURPOSE CLEANER 5GL	55.00	PL
SP-00354	CLEAN BY PEROXY ALL PURPOSE GL	25.39	GL
SP-00355	CLEAN BY PEROXY ALL PURPOSE	132.07	PL
SP-00404	SHINELINE MULTISURFACE CLNR 1G	15.20	GL
SP-00405	SHINELINE MULTI-SURFACE CLNR.	59.58	PL
SP-00554	PINE CLEANER-GALLON	19.18	GL
SP-00754	NAD-75 FLOOR STRIPPER 4/1GL	11.48	GL
SP-00755	NAD-75 FLOOR STRIPPER 5GL	58.56	PL
SP-007855	SQUARE ONE STRIPPER 55GL	931.83	DR
SP-00824	RINSE FREE STRIPPER----GALLON	18.63	GL
SP-00825	RINSE FREE STRIPPER-5 GAL PAIL	73.90	PL
SP-00844	EMULSFIER PLUS STRIPPER-GALLON	19.60	GL
SP-00845	EMULSFIER PLUS STRIPPER 5GL	110.09	PL
SP-00875	INDUSTRIAL PATHMAKER 5GAL	67.98	PL
SP-101715	TB-CIDE QUAT DISINFECTANT 15gl	259.69	DR
SP-1021	TB-CIDE QUAT DISINFECTANT QTS	5.06	QT
SP-10254	SPARQUAT 256 DISINFECTANT-GAL	27.65	GL
SP-10554	STERIGENT DISINFECTANT-GALLON	18.81	GL
SP-10555	STERIGENT DISINFECTANT 5GL	73.46	PL
SP-10624	DMQ DAMP MOP NEUTRAL CLNR 4/1G	16.15	GL
SP-10625	DMQ DAMP MOP NEUTRAL CLNR 5GL	67.19	PL
SP-106255	DMQ DAMP MOP-55 GALLON DRUM	646.76	EA
SP-12024	HDQ NEUTRAL GERMICIDAL CLNR 1G	25.28	GL
SP-12025	HDQ NEUTRAL GERMICIDAL CLNR 5G	0.00	EA
SP-120455	SUPER HDQ NEUTRAL 55GAL	1931.93	DM
SP-12104	SANI-T-10 SANITIZER-GALLON	21.19	GL
SP-20344	TOUGH ON GREASE NON BUTYL 4/1G	15.60	GL
SP-20345	TOUGH ON GREASE NON BUTYL 5GL	70.00	PL
SP-203455	TOUGH ON GREASE NON BUTYL 55GL	449.79	DM

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Item	Description	List Price	Per
SP-203815	BH-38 BUTYL DEGREASER 15GL	210.32	DM
SP-20384	BH-38 BUTYL DEGREASER 4/1GL	14.94	GL
SP-20385	BH-38 BUTYL DEGREASER 5GL	70.29	PL
SP-203855	BH-38 BUTYL DEGREASER 55GL	569.38	DM
SP-2040	TOUGH DUTY A/P CLEANER 12QT/CS	5.04	QT
SP-2050	TOUGH DUTY NB-NO BUTYL---QUART	4.42	QT
SP-20515	TOUGH DUTY NB-NO BUTYL 5GL	60.32	PL
SP-21304	SNB-130-SUPER STRENGTH--GALLON	12.25	GL
SP-21305	SNB-130-SUPER STRENGTH 5GL	59.09	PL
SP-213055	SNB-130-SUPER STRENGTH---55 GL	525.51	DM
SP-220015	SC-200 INDUSTRIAL CLEANER 15GL	256.12	DR
SP-22004	SC-200 INDUSTRIAL CLEANER 4/1G	19.05	GL
SP-22005	SC-200-INDUSTRIAL CLEANER-5 GL	83.89	PL
SP-220055	SC-200-INDUSTRIAL CLEANER 55GL	776.62	DM
SP-2216	ORANGE TOUGH 15-DEGREASER---QT	6.05	QT
SP-22404	ORANGE TOUGH 40-DEGREASER-GAL.	33.24	GL
SP-22405	ORANGE TOUGH 40-DEGREASER-PAIL	148.74	PL
SP-224055	ORANGE TOUGH 40-DEGREASER-55GL	2028.66	DM
SP-22905	ORANGE TOUGH 90-DEGREASER-PAIL	267.01	PL
SP-229055	ORANGE TOUGH 90-DEGREASER-55GL	1895.59	DM
SP-27604	GOIN HOME INDUSTRIAL HAND	22.35	GL
SP-28094	GRUB SCRUB HAND CLEANER	25.34	GL
SP-28104	GRUB SCRUB FLAT TOP-----GALLON	27.13	GL
SP-30004	GOLDEN GLO DISH DETERGENT 4/1G	18.39	GL
SP-30025	CUSTOM CAR WASH CONCENTRATE 5G	93.37	PL
SP-300255	CUSTOM CAR WASH-55 GALLON DRUM	645.52	DM
SP-30034	LOTIONIZED LIQ HAND CLNR 4/1GL	16.59	GL
SP-30044	OVEN AND GRILL CLEANER-GALLON	20.42	GL
SP-30054	PLUS 5 CARPET SHAMPOO 4/1GL	16.65	GL
SP-30055	PLUS 5 CARPET SHAMPOO 5GL	79.53	PL
SP-30074	ANTISEPTIC HAND CLEANER 4/1GL	19.78	GL
SP-30134	DUST MOP/DUST CLOTH TRMT GAL	11.75	GL
SP-30164	DAMP MOP-NEUTRAL CLEANER-GAL	12.67	GL
SP-30165	DAMP MOP-NEUTRAL CLEANER-5 GAL	58.96	PL
SP-301655	DAMP MOP-NEUTRAL CLEANER 55GAL	445.96	DR
SP-3018	AIRLIFT CRANBERRY ICE DEOD QT	4.58	QT
SP-30204	AIRLIFT DEOD LEMON SCENT 4/1GL	28.20	GL
SP-30224	AIRLIFT DEOD FRESH SCENT 4/1GL	30.45	GL
SP-30225	AIRLIFT DEOD FRESH SCENT 5GAL	133.19	PL
SP-3023	AIRLIFT DEOD FRESH SCENT 12/QT	3.72	QT
SP-30244	DEFOAMER F/EXTRACTORS 4/1GL	36.72	GL
SP-3025	SHINE PLUS----------QUART	17.36	QT
SP-3028	PREMIUM WOOD POLISH------QUART	5.32	QT
SP-3029	SHINELINE FLOOR PREP----GALLON	11.22	GL
SP-303015	SPARTAN GLASS CLEANER-15 GL DM	174.50	DR
SP-30304	SPARTAN GLASS CLEANER 4/1GL	10.96	GL
SP-3031	AIRLIFT CITRUS DEODORANT QTS	4.29	QT
SP-30334	SSE CARPET PRESPRAY-----GALLON	10.47	GL
SP-3035	SSE CARPET PRESPRAY & SPOTTER	3.83	QT
SP-30374	CONTEMPO H2O2 SPOTTER 4/1GL	11.86	GL

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SP-3040	SPRAYBUFF----------QUART	4.60	QT
SP-3042	DEFOAMER----------QUART	9.20	QT
sp-306015	CONCENTRATED WINDOW CLNR 15GAL	236.32	DR
SP-30604	WINDOW CLEANER CONC. 4/1GL	17.09	GL
SP-30605	WINDOW CLEANER CONCENTRATE 5GL	66.46	PL
SP-30674	AIRLIFT DEOD TROPICAL 4/1GL	38.68	GL
SP-3068	AIRLIFT DEOD TROPICAL 12/QTS	4.60	QT
SP-30724	SPARTAGUARD-CARPET PROTECTOR	49.59	GL
SP-30804	CHLORINATED DEGREASER 4/1GL	16.17	GL
SP-308155	FOAMING ACID CLEANER FP 55GAL	883.83	DM
SP-30825	HIGH ACID CLEANER FP 5GAL	86.11	PL
SP-30854	BONNET & TRAFFIC LANE---GALLON	25.61	GL
SP-3086	AIRLIFT DEOD SMOKE&ODOR 12/QTS	4.66	QT
SP-30894	AIRLIFT DEOD SMOKE&ODOR 4/1GL	14.23	GL
SP-30895	AIRLIFT DEOD SMOKE&ODOR 5GAL	57.82	PL
SP-30924	CONTEMPO V EXTRACTION---GALLON	11.70	GL
SP-30964	XTRACTION II CARPET CLEANER	13.55	GL
SP-30965	XTRACTION II CARPET CLEANER	58.45	PL
SP-30974	CONSUME BACTERIA/ENZYME 4/1GL	17.82	GL
SP-31025	CONSUME LIQ WASTEWATER TREAT	133.78	PL
SP-3105	CONSUME POW TREATMENT 1/2LB-PK	415.54	PL
SP-3109	FOAM ADDITIVE FP 12/QTS	5.41	QT
SP-31104	CX3 BIO-ASSIST EXTRACTION CARP	20.79	GL
SP-31114	BLUE-GLO DISH DETERGENT 4/1GL	16.59	GL
SP-3116	LOTIONIZED PINK SOAP 800ML	7.19	BX
SP-3117	ANTISEPTIC HAND CLEANER 800ML	10.82	BX
SP-3118	SPA & BODY SHAMPOO 800ML	10.71	BX
SP-3119	E-2 ANTIBACTERIAL SOAP 800ML	10.38	BX
SP-3120	HAND SANITIZER ALCOHOL GEL	11.53	BX
SP-3136	CONTEMPO SPOTTING KIT DELUX	170.50	KT
SP-3137	CONTEMPO H2O2 SPOTTER 12/QTS	3.48	QT
SP-31504	CONTEMPO TANNIN BROWNING TRET	15.86	GL
SP-31514	PEARLUX FOAM SOAP 4/1GL	20.75	GL
SP-3152	CRANBERRY ICE FOAM SOAP 4/1GL	22.97	GL
SP-3161	PEARLUX STARTER KIT FOAM SOAP	151.23	KT
SP-3162	CRANBERRY ICE STARTER KIT FOAM	177.47	KT
SP-3167	CRANBERRY ICE STARTER KIT FOAM	195.12	KT
SP-3171	GRAFFITI REMOVER SAC 12/QTS	10.67	QT
SP-31795	FOAMING CAUSTIC CLEANER 5GAL	70.77	PL
SP-31895	CAUSTIC CLEANER 5GAL	51.77	PL
SP-3194	OVEN & GRILL CLEANER-----QUART	5.79	QT
SP-3195	SANI-TYZE SURFACE SANITIZER QT	3.54	QT
SP-3197	CONSUME BACTERIA ENZYME 12QT/C	5.87	QT
SP-3199	BLUE-GLO DISH DETERGENT 12QT/C	5.30	QT
SP-3200	FOAMY Q & A 12/QTS	6.27	QT
SP-32024	FOAMY Q & A-GALLON	19.16	GL
SP-32025	FOAMY Q & A 5GAL	84.68	PL
SP-3205	CONSUME DROP-IN-A-DRAIN 2/7.42	214.52	CS
SP-3210	CDC-10 CLINGING DISINFECTANT	4.99	QT

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SP-3213	DUST MOP/DUST CLOTH------QUART	3.67	QT
SP-32304	PEARLUX HAIR & BODY SHAMPOO GL	17.25	GL
SP-3250	HEPACIDE QUAT II RTU DISINFECT	4.00	QT
SP-3260	FAST & EASY SURFACE&GLASS CLNR	4.25	QT
SP-3261	SPARTAN GLASS CLEANER 12/32oz	4.58	QT
SP-32974	CONSUME ECO-LYZER DISINF 4/1GL	25.06	GL
SP-32975	CONSUME ECO-LYZER DISINF 5GL	119.17	PL
SP-33004	NABC PLUS IV BATHROOM CLEANER	13.66	GL
SP-33054	SUNFLOWER FOAM SOAP 4/1GL	22.84	GL
SP-3306	SUNFLOWER STARTER KIT FOAM SOA	199.85	KT
SP-3307	SUNFLOWER STARTER KIT FOAM SOA	176.20	KT
SP-33084	CITRUS FOAM SOAP 4/1GL	20.00	GL
SP-3310	NABC PLUS IV-NATURAL ACID BOWL	4.49	QT
SP-3397	CONSUME BIO-BOWL RESTROOM CLEA	5.30	QT
SP-34974	CONSUME MICRO-MUSCLE DEGREASER	12.67	GL
SP-34975	CONSUME MICRO-MUSCLE DEGREASER	62.48	PL
SP-35014	GREEN SOLUTIONS ALL PURPOSE	15.55	GL
SP-35024	NEUTRAL DISINFECTANT CLNR GREE	12.83	GL
SP-3530	BIO-RENEWABLE RESTROOM CLEANER	4.84	QT
SP-3535	PEROXY II fbc BATHROOM CLEANER	4.36	QT
SP-38214	PEROXY PROTEIN REMOVER 1/GL	26.33	GL
SP-38304	TRIBASE MULTI PURPOSE CLEANER	19.34	GL
SP-38305	TRIBASE MULTI PURPOSE CLEANER	87.98	PL
SP-38354	BIO-RENEWABLE GLASS CLEANER	13.82	GL
SP-40044	SHINELINE SEALER--------GALLON	29.52	GL
SP-40045	SHINELINE SEALER-5 GALLON PAIL	107.23	PL
SP-40104	TRENDSETTER FLOOR FINISH 4/1GL	30.27	GL
SP-40105	TRENDSETTER FLOOR FINISH 5GL	144.10	PL
SP-40304	TRI-LINK FLOOR FINISH 4/1GL	28.31	GL
SP-40305	TRI-LINK FLOOR FINISH 5GL	141.50	PL
SP-40454	SUNNYSIDE FLOOR FINISH 4/1GL	23.06	GL
SP-40455	SUNNYSIDE FLOOR FINISH 5GL	110.86	PL
SP-404555	SUNNYSIDE FINISH----55 GL DRUM	901.82	DM
SP-40465	THE FIXX FLOOR FINISH & SEALER	142.67	PL
SP-40504	WHITE SUN FINISH 18% SOLIDS	20.97	GL
SP-40554	ISHINE FLOOR FINISH 4/1GAL	27.41	GL
SP-40555	ISHINE FLOOR FINISH 5GAL	134.00	PL
SP-405555	ISHINE FLOOR FINISH 55GAL	1368.99	DR
SP-40644	SUNSWEPT CLEANER/RESTORER 4/1G	22.33	GL
SP-40734	ON AN ON FLOOR FINISH 4/1GL	28.16	GL
SP-40735	ON AN ON FLOOR FINISH 5GL	130.22	PL
SP-407355	ON AN ON FLOOR FINISH 55GAL	1081.54	DM
SP-40904	UPPER LIMITS FLOOR FINISH---GL	22.02	GL
SP-40905	UPPER LIMITS FINISH--5 GL PAIL	138.05	PL
SP-43304	BOUNCE BACK FINISH RESTORE GL	21.23	GL
SP-43305	BOUNCE BACK FINISH RESTORE 5GL	112.97	PL
SP-44404	SPRAYBUFF----------GALLON	15.55	GL
SP-44405	SPRAYBUFF--------5 GALLON PAIL	54.27	PL
SP-4597	BIO-TRANSPORT CONSUME ECOLYZER	24.13	LT
SP-4702	CLEAN-ON-GO HDQ C2 DISINFECTAN	62.46	CS

Hygeia Enviro-Clean Inc.
Catalog Pricing for Janitorial Supplies for Jefferson County Bid No:IFB 13-021/JW
Catalog Bid 25% off Nov 1,2013 - Oct 31,2014

Item	Description	List Price	Per
SP-4704	CLEAN ON THE GO SUPER HDQ L 10	43.98	BT
SP-4710	CLEAN-ON-GO TROPICAL DEODORANT	252.45	CS
SP-4716	CLEAN ON THE GO NABC BATHROOM	33.29	LT
SP-4724	CLEAN-ON-GO ACID BATHROOM & SH	152.86	CS
SP-4730	CLEAN-ON-GO GLASS & HARD SURFA	138.69	CS
SP-4734	CLEAN-ON-GO ECO DEGREASER ALL	95.15	CS
SP-4736	CLEAN-ON-GO DAMP MOP CLEANER	8.87	LT
SP-4738	CLEAN-ON-GO XTRACTION II CARPE	52.89	CS
SP-4740	CLEAN-ON-GO MULTI SURFACE CLEA	65.16	CS
SP-4786	CLEAN-ON-GO SMOKE & ODOR ELIMI	225.83	CS
SP-4790	CLEAN-ON-GO SUPER GLO DISH DET	75.00	CS
SP-4800	CLEAN-ON-GO SANI-T-10 SANITIZE	66.40	CS
SP-4820	CLEAN BY PEROXY CLEAN ON GO	24.93	LT
SP-4830	TRIBASE MULTI PURPOSE CLEANER	73.48	CS
SP-4835	CLEAN ON THE GO BIORENEWABLES	19.80	BT
SP-55554	ON BASE SEALER----------GALLON	21.49	GL
SP-55555	ON BASE SEALER---5 GALLON PAIL	93.79	PL
SP-5801	FRESHN EASY DRIP DEOD NABC	10.43	QT
SP-5802	FRESHN EASY DRIP DEOD SMOKE &	12.00	QT
SP-5803	FRESHN EASY DRIP DEOD SUPER	11.95	QT
SP-58104	TERRA GLAZE FLOOR FINISH---GL	27.24	GL
SP-58105	TERRA GLAZE FLOOR FINISH 5GL	132.46	PL
SP-58204	STRAIGHT SEAL ACRYLIC SEALER	33.33	GL
SP-58295	AQUASPORT WOOD FLOOR FINISH 5G	265.56	PL
SP-58704	EXTERIOR WATERPROOFER 4/1GL	21.96	GL
SP-6068	AIRLIFT DEOD TROPICAL AEROSOL	6.31	CN
SP-6075	STERIPHENE DISINFECT SPRING	7.08	CN
SP-6076	SPARSAN Q DISINFECT DEODORANT	7.06	CN
SP-6081	STERIPHENE DISINFECT CLEAN &	7.08	CN
SP-6086	AIRLIFT DEOD SMOKE & ODOR AERO	6.82	CN
SP-6095	AIRLIFT DEOD FRESH SCENT AERO	6.12	CN
SP-6097	SHINELINE BASEBOARD STRIPPER	5.92	CN
SP-6099	DUST MOP/DUST CLOTH TREATMENT	6.29	CN
SP-6110	PREMIUM WOOD FURNITURE POLISH	6.53	CN
SP-6120	CITRO SHIELD FURNITURE POLISH	6.31	CN
SP-6217	GLASS CLEANER AEROSOL 18oz	5.39	CN
SP-6280	OVEN & GRILL CLEANER 18OZ.	7.70	CN
SP-6290	SUPERIOR STAINLESS STEEL CLEAN	8.91	CN
SP-6310	STAINLESS STEEL CLEANER 16oz	7.96	CN
SP-6343	TNT TUB & TILE DISINF CLEANER	5.70	CN
SP-6374	CARPET STAIN REMOVER 18oz	8.21	CN
SP-6410	CONTEMPO CARPET REFRESHER DEOD	7.92	CN
SP-6520	SD-20 ALL PURPOSE CLEANER 18oz	6.09	CN
SP-6525	MACHINERY LUBRICANT FOOD GRADE	8.62	CN
SP-6730	LUBE ALL LUBRICANT&RUST INHIB	9.00	CN
SP-6819	WASP & HORNET KILLER II 16oz	7.81	CN
SP-6903	CR-2 RESIDUAL INSECTICIDE 12oz	8.71	CN
SP-6919	F-6 FLYING INSECT KILLER 20oz	7.44	CN
SP-700115	LAUNDRY BREAK CLOTHESLINE	229.83	DR
SP-70015	LAUNDRY BREAK CLOTHESLINE	71.63	PL

Hygeia Enviro-Clean Inc.

Catalog Pricing for Janitorial Supplies for Jefferson County Bid No:IFB 13-021/JW

Catalog Bid 25% off Nov 1,2013 - Oct 31,2014

Item	Description	List Price	Per
SP-70025	BLD LAUNDRY DETERGENT 5GAL	137.46	PL
SP-700315	LAUNDRY DETERGENT CLOTHESLINE	334.64	DR
SP-70034	LAUNDRY DETERGENT CLOTHESLINE	25.12	GL
SP-70035	LAUNDRY DETERGENT 5GAL	118.16	PL
SP-700415	CHLORINE BLEACH CLOTHESLINE	178.35	DR
SP-70044	CHLORINE BLEACH CLOTHESLINE	12.06	GL
SP-70045	CHLORINE BLEACH 5GAL	65.19	PL
SP-70054	COLOR SAFE BLEACH CLOTHESLINE	10.85	GL
SP-70055	COLOR SAFE BLEACH 5GAL	0.00	PL
SP-70064	FABRIC SOFTENER CLOTHESLINE	24.02	GL
SP-70065	FABRIC SOFTNER 5GAL	115.06	PL
SP-700715	SOFTENER/SANITIZER CLOTHESLINE	412.74	DR
SP-70075	SOFTENER/SANITIZER CLOTHESLINE	137.74	PL
SP-700815	LAUNDRY SOUR CLOTHESLINE	208.82	DR
SP-70085	LAUNDRY SOUR 5GAL	76.87	PL
SP-70115	ENZYME LAUNDRY DETERGENT 5GAL	212.87	PL
SP-70134	LAUNDRY DETERGENT NO DYE NO	25.89	GL
SP-70155	XTREME OXYGEN BLEACH #15	122.36	PL
SP-70175	XTREME LAUNDRY SOUR 5GAL	87.71	PL
SP-7051	ALL PURPOSE SPOTTER S1 QTS	5.98	QT
SP-7052	ALKALINE SPOTTER S2 QTS	5.85	QT
SP-70614	ALL PURPOSE SPOTTER S1 4/1GL	17.07	GL
SP-7062	ALKALINE SPOTTER S2 4/1GL	16.83	GL
SP-7110	RJ8 TILE & GROUT CLEANER	5.87	QT
SP-71104	RJ8 TILE & GROUT REJUVENATOR	15.47	GL
SP-7115	M*95-MILD ACID CLEANER-QUART	3.28	QT
SP-7116	NABC NON-ACID BATHROOM---QUART	4.09	QT
SP-7118	SPARCLING-CLINGING ACID ----QT	4.09	QT
SP-7120	GERMICIDAL BOWL CLEANSER-QUART	3.78	QT
SP-7225	M.L.D. BOWL CLEANSER-QUART	3.92	QT
SP-7320	SPARCREME CREME CLEANSER-QUART	5.19	QT
SP-7380	BLOC-AID DRAIN MAINTAINER QT	4.82	QT
SP-74964	NABC NON-ACID BATHROOM--GALLON	14.34	GL
SP-749655	NABC-NON-ACID BATHROOM-55 GAL.	571.58	EA
SP-76505	SPARCLEAN ALL TEMP DETERGENT	136.55	PL
SP-7652	SPARCLEAN HIGH TEMP RINSE	143.26	PL
SP-76554	SparClean DELIMER F/LIME AND	16.94	GL
SP-76564	SparClean POT AND PAN DETERG	16.02	GL
SP-8000	NABC(FRESH)URINAL SCREEN 12/BX	2.86	EA
SP-8001	URINAL SCREEN W/BLOCK NABC	4.44	EA
SP-8002	RIM CAGE DEODORANT-NABC SCENT	2.68	EA
SP-8006	URI-GARD URINAL MATS W/NABC	14.21	EA
SP-8007	URI-GARD COMMODE MAT W/NABC	16.30	EA
SP-8010	AIRLIFT SCENTRE CARTRIDGE NABC	10.63	EA
SP-8018	AIRLIFT SCENTRE CARTRIDGE PINA	9.28	EA
SP-9050	LOCK & DIAL DISP CLEAN ON THE	382.16	EA
SP-9051	CHEMPOD F/LOCK &DIAL DISPENSER	138.42	EA
SP-9055	LOCK & DIAL DISP S/S F/CLEAN	597.92	EA
SP-9056	CLEAN ON THE GO 3 SINK SYSTEM	198.66	EA
SP-9158	CLEAN ON THE GO 1GPM DISPENSER	165.55	EA
SP-9159	GPM HIGH FLOW DISPENSER.3.5	165.55	EA
SP-9347	BIO-TRANSPORT FOAMER	101.93	EA

Hygeia Enviro-Clean Inc. 28

Catalog Pricing for Janitorial Supplies for Jefferson County Bid No:IFB 13-021/JW

Catalog Bid 25% off Nov 1,2013 - Oct 31,2014

Item	Description	List Price	Per
SP-9421	CLEAN BY PEROXY DISPENSER F/5G	212.85	EA
SP-9456	GREEN SOLUTIONS LOCK & DIAL	563.82	EA
SP-9601	SPRITE TL 2PUMP DISPENSER	508.93	EA
SP-9603	ECLIPSE 4PUMP DISPENSER	1172.05	EA
SP-9756	LITE N FOAMY SOAP DISP NEW	20.20	EA
SP-9757	LITE N FOAMY SOAP DISP NEW	20.20	EA
SP-9807	GRUB SCRUB DISPENSER #980700	68.55	EA
SP-9811	CLEAN EXPRESS 800ML DISPENSER	17.05	EA
SP-9849	MICRO CLORINE PAPERS-TEST KIT	7.79	EA
SP-9942	DRUM PUMP ADJUSTABLE	21.65	EA
SP-9943	CRANK DISPENSER FOR GOIN HOME	150.86	EA
SP-9945	PUMP-FOR FIVE GALLON PAILS	5.13	EA
SP-9946	PUMP-FOR ONE GALLON JUGS	4.97	EA
SP-9961	LIQUID DELUXE SOAP DISP#9813	20.20	EA
SP-9963	COMPRESSED SPONGE--#9963-12	2.53	EA
SP-9973	FOAM GUN W/METERING TIPS#481	77.75	EA
SP-9980	AIRLIFT SCENTRE DISPENSER	33.51	EA
SPPV-00317	PAD DRIVER F/CT40ECS-145	238.88	EA
SPPV-01256	MICROFIBER SCRUB PAD F/CT40	59.14	EA
SPPV-01257	MICROFIBER SHINE PAD F/CT40	92.25	EA
SPPV-01264	MICROFIBER SHINE PAD F/CT70	47.30	EA
SPPV-01265	MICROFIBER SCRUB PAD F/CT70	56.76	EA
SPPV-01273	PAD DRIVER F/CT70ECS-145	227.04	EA
SPPV-43963	NYLON BRUSH F/G25E50 SCRUBBER	191.58	EA
SSI-1	SHEILA SHINE STAINLESS STEEL	11.48	CN
SSI-2	SHEILA SHINE S/S CLEANER QTS	16.04	QT
sSP-300215	CUSTOM CAR WASH CONC. 15GAL	235.55	DR
SW-RS105Y	PLASTIC PLATE 10-1/4 1-COMP	73.55	CS
T-3044	PIKSTIK TELESCOPIK 30" - 44"	34.30	EA
T-422	TRASHSTIK 42" PAPER PICKER	29.33	EA
TP-2015	20" LOW SPEED FLOOR MACHINE	1570.36	EA
TX-4PRO	TARN-X PRO	46.62	GL
U-40	COMMERCIAL UPRIGHT VACUUM	257.80	EA
U-610N	ENDURANCE16" UPRIGHT VACUUM	454.08	EA
U-90	ENDURANCE UPRIGHT VACUUM	354.75	EA
U-900	ENDURANCE CLEAN AIR VACUUM	491.92	EA
UNG-AL14A	ALUMINUM HANDLE 58" F/SQUEEGEE	34.01	EA
UNG-PM55A	PLASTIC FLOOR SQUEEGEE 22	32.65	EA
WIN-1180	ROLL TOWEL BROWN 7-7/8X600RL	63.87	CS
WT-1000	WHITE ROLL TOWEL 8"X800'RL	116.25	CS
Z-2527	CRC CERAMIC RESTORATION CREME	22.48	QT
Z-4202	METERED AEROSOL DISP UNISON	50.69	EA
Z-4204	FOAM SOAP DISPENSER 1000ML	28.64	EA
ZEP-28247	HEALTH CARE BLEND MOP HEAD LRG	14.08	EA

HYGEIA ENVIRO-CLEAN INC.
7550 COLLEGE STREET
BEAUMONT, TX. 77707

10-08-13A09:36 RCVD

Bid Name: Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Bid No: IFB 13-021/JW

Bid Date/Time: 11:00 AM October 8, 2013

Mail/Deliver To: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Original

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

September 16, 2013

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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 Catalog Pricing for Janitorial Supplies for Jefferson County**
BID NO:	**IFB 13-021/JW**
DUE DATE/TIME:	**11:00 AM, October 8, 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: Beaumont Enterprise & Port Arthur News – September 18th and 25th, 2013

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494358
GSA Contract # GS 07F-0552U
TXMAS-12-84060

IFB 13-021/JW
Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Bids due: 11:00 AM, October 8, 2013

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "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.

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 270149551
GSA Contract # GS 07F-0552U
TXMAS-12-84060

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. 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. 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.

4. 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.

5. 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

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WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS-07F-0552U
TXMAS-12-84060

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 a 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 Division.

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FED ID # 27-1494351
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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, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. 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 (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/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.

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sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-84060

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.

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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.

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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 posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. 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.

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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

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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 to 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.

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4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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 requested at the time of annual renewal. 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.

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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.

4.13 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.

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Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. **Bid Requirement**

   Each bidder shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall 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. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. **Multiple Vendor Award**

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

3. **Delivery**

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

4. **Payment**

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

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

5. **Usage Reports**

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

6. **Insurance**

   The contractor (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.

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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, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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 – refer to Section 6 above.

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.

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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 Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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 I.1. – I.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.

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TXMAS-12-84060

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 13-021/JW.

Scope

Jefferson County is asking for sealed bids for a catalog discount on the purchase or janitorial supplies for a year with an option to renew for four (4) additional years. All bids must be submitted on the Bid Sheets provided. **DO NOT BIND OR STAPLE BID PACKET.**

It is likely that **multiple awards** will be made with this bid.

Specifications are for unknown quantities of items to be purchased on an "as needed" basis.

Two (2) current catalogs shall be included with this bid. Upon award of contract you will be asked to supply two (2) catalogs to Jefferson County departments.

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the county. No charge packing list marked with the applicable purchase order number shall be enclosed with each "no charge" shipment.

Based on a review of recent past fiscal years, Jefferson County spends approximately $275,000.00 per fiscal year on janitorial equipment and supplies.

No Guarantee Annual Volume

This is an "open catalog" bid for purchase as funds become available, however, <u>there is no commitment to purchase any given number of products.</u>

Catalog Requirements

Bidder must provide free of charge to the county and county departments two (2) bound catalogs or bound price lists for use in product selection within twenty (20) days after bid is awarded. These bound documents must be clearly labeled on front cover with the name of said bid and beginning and ending contract dates.

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-84066

Delivery

The County desires to purchase its janitorial products from established merchants **who have goods in stock**, and are prepared to **make delivery within 48 hours**. All delivery and freight charges (F.O.B. Jefferson County various locations listed below) are to be included in bid price. Bidder bears freight charges.

Maintenance Department – Courthouse
1149 Pearl – Basement
Beaumont, Texas 77701
Contact: David Knight, 409-835-8511

Maintenance Department – Subcourthouse
525 Lakeshore Drive
Port Arthur, Texas 77640
Contact: Mark Bernard, 409-983-8307

Correctional Facility
5030 Hwy. 69 South
Beaumont, Texas 77705
Contact: Chief Jeff Theriot, 409-726-2520

Road & Bridge Precinct #1
2205 Hwy. 90
China, Texas 77613
Contact: Robbie Griffin, 409-752-2891

Road & Bridge Precinct #2
7759 Viterbo Road
Beaumont, Texas 77705
Contact: Mike Trahan, 409-960-8200

Road & Bridge Precinct #3
5700 Jade Avenue
Port Arthur, Texas 77640
Contact: Mark Redwine, 409-983-8306

Road & Bridge Precinct #4
7780 Boyt Road
Beaumont, Texas 77713
Contact: Kenneth Minkins, 409-794-2444

Crime Laboratory
5030 Hwy. 69 South, Suite 500
Beaumont, Texas 77705
Contact: Linda Johnson, 409-726-2577

Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705
Contact: Duke Youmans, 409-722-0643

Juvenile Probation
5326 Hwy. 69 South
Beaumont, Texas 77705
Contact: Chief Ed Cockrell, 409-722-7474

Mid-County Office Building
7933 Viterbo Road
Beaumont, Texas 77705
Contact: Frank Adams, 409-960-8200

Mosquito Control District
8905 First Street
Beaumont, Texas 77705
Contact: Kevin Sexton, 409-719-5940

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sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-84060

Vendor Profile Information Form

Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.

1. Company Name: ICS JAIL SUPPLIES, INC.
   Address: P.O. Box 21056
   Waco, TX 76702-1056
   Telephone: Phone: 800-524-5427 Fax: 254-751-0299
   WWW.ICSWACO.COM
   bids@icswaco.com
   sales@icswaco.com
   FED ID # 27-1494351
   GSA Contract # GS 07F-0552U
   TXMAS-12-84060
   E-mail:

2. List offices closest to Beaumont.
   Name: ICS JAIL SUPPLIES, INC.
   Address: P.O. Box 21056
   Waco, TX 76702-1056
   Phone: 800-524-5427 Fax: 254-751-0299
   WWW.ICSWACO.COM
   bids@icswaco.com
   sales@icswaco.com
   FED ID # 27-1494351
   GSA Contract # GS 07F-0552U
   TXMAS-12-84060

3. How long has your company done business in Southeast Texas under its existing name? 28 years

4. If the company does not have a local office in Southeast Texas, how does the bidder propose to meet the county's needs?

   Shipping via freight lines, overnight, 2 day delivery possible

5. Does the bidder have personnel who can visit the county when information may be needed or problems resolved? Yes ☒ No ☐

6. Can the bidder provide two (2) catalogs or price list to each department? Yes ☒ No ☐

   If not, what can be provided?

Vendor Profile Information Form (Continued)

7. Do you have a fax machine for electronic communication purposes with your customers? Yes ☒ No ☐

8. Do you accept purchase orders via fax? Yes ☒ No ☐

9. Do you have a toll-free telephone number for use by your customers? Yes ☒ No ☐

10. Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours? Yes ☐ No ☒

If yes, please explain:

_____

_____

_____

_____

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Phone: 800-524-5427 Fax: 254-751-0299
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bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-84060

Bidder Shall Return Completed Form with Offer.

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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:

ICS Jail Supplies
Company Name

PO Box 21056
Address

Waco TX 76702
City State Zip

Signature of Person Authorized to Sign

JM Bogan III
Printed Name

Vice President
Title

For clarification of this offer, contact:

JM Bogan III
Name

800-524-5427 254-751-0299
Phone Fax

bids@icswaco.com
E-mail

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-84060

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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.

This contract shall henceforth be referred to as Contract No. 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-84060

Bidder Shall Return Completed Form with Offer.

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bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-94060

Bid Form

CATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog with the below noted exceptions:

5 %

Comments: _____

PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with the below noted exceptions:

5 %

Comments: _____

SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price with the below noted exceptions:

5 %

Comments: _____

EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS

_____

_____

_____

Dated Purchase Orders

The bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen (15) days following the date of expiration.

Questions concerning the terms and conditions will be directed in writing to the County's purchasing department for receipt no later than 10 calendar days prior to the "bid opening" date. Inquiries must reference the date of "bid opening." Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature: _____ Date: 10c7 13

Typed Name: JM Bogan III

Bid Form (Continued)

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

Company: ICS Jail Supplies

Sales Contact: Sonya Sterling Phone: 800-524-5427

Address: PO Box 21056 Waco, TX 76702

Phone No.: 800-524-5427

Fax No: 254-751-0299

E-mail: bids@icswaco.com

Employee Identification Number: 27-1494351

Authorized Signature:

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

ICS JAIL SUPPLIES, INC.
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Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-84060

Bidder Shall Return Completed Form 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: See attached

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: _____

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS-07F-0582U
TXMAS-12-84060

REFRENCES

Company Name:	Bexar County Purchasing Department
Address:	212 Stumberg, Ste.100 San Antonio, TX 78205
Contact Person:	Mary Ann Carrizales
Telephone Number:	210-335-2066
E-Mail Address:	Maryanncarrizales@Bexar.org
Company Name:	El Paso County Criminal Justice Center
Address:	2739 East Las Vegas Street Colorado Springs, CO 80906
Contact Person:	Ken Pitman
Telephone Number:	719-390-2710
E-Mail Address:	kenpitman@elpasoco.com
Company Name:	Lea County Detention Center
Address:	215 East Central, 2nd Floor Lovington, NM 88260
Contact Person:	Jan Gartman
Telephone Number:	505-396-8668
E-Mail Address:	jgartman@leacounty.net
Company Name:	Okaloosa County Purchasing Department
Address:	302 N Wilson Street, Ste.203 Crestview, FL 32536
Contact Person:	Dennis Donaldson
Telephone Number:	850-689-5960
E-Mail Address:	ddonaldson@co.okaloosa.fl.us
Company Name:	Nashville & Davidson County
Address:	222 3rd Ave North, Ste. 601 Nashville, TN 37201
Contact Person:	Mike Allen
Telephone Number:	615-862-6632
E-Mail Address:	mike.allen@nashville.gov
Company Name:	Curry County Purchasing Department
Address:	700 North Main Street, Ste. 10 Clovis, NM 88101
Contact Person:	Mark Lansford
Telephone Number:	505-763-3281
E-Mail Address:	mlansford@currycounty.org

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.

ICS Jail Supplies
Bidder (Entity Name)

PO Box 21056
Street & Mailing Address

Waco, TX 76702
City, State & Zip

800-524-5427
Telephone Number

bids@icswaco.com
E-mail Address

Signature

JM Bogan III
Print Name

1 Oct 13
Date Signed

254-751-0299
Fax Number

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-84060

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

ICS Jail Supplies, Inc

2. ☑ Check this box is you are filing an update to a previously filed questionnaire.

(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.)

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.

none

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.

none

Bidder Shall Return Completed Form with Offer.

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sales@icswaco.com
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TXMAS-12-94060

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.

Signature of person doing business with the governmental entity — Date: 10/7/13

Bidder Shall Return Completed Form with Offer.

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TXMAS-12-84060

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: N/A 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: N/A

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

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TXMAS-12-84060

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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: N/A 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: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

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TXMAS-12-84060

Bidder Shall Return Completed Form with Offer

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: N/A 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: N/A

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.

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Waco, TX 76702-1056
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WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS-07F-0552U
TXMAS-12-84060

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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: _____

Do not use subcontractors.

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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TXMAS-12-84060

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): JM Bogan III

Title: Vice President

Signature: _____

Date: 10c7 13

E-mail address: bids@icswaco.com

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

Name (print or type): Karen Bailey

Title: Asst. Director Accounting

Date: _____

E-mail address: ap@icswaco.com

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-84060

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 ICS Jail Supplies [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.):	27-1494351
Company Name submitting bid/proposal:	ICS Jail Supplies
Mailing address:	PO Box 21056 Waco TX 76702
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**
N/A	

* 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 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 Texas COUNTY OF Mchennan

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

on this day personally appeared JM Bogan III (name), who

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

"I, JM Bogan III (name) am a duly authorized officer of/agent

for ICS Jail Supplies, Inc (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said ICS Jail Supplies, Inc (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: ICS Jail Supplies, Inc

PO Box 21056 Waco, TX 76702

Fax: 254-751-0299 Telephone# 800-524-5427

by: JM Bogan III (print name) Title: Vice President

Signature: [signature]

SUBSCRIBED AND SWORN to before me by the above-named

JAMES M. BOGAN III on

this the 1 day of OCTOBER, 2013.

[signature]
Notary Public in and for
the State of TEXAS

KAREN Y. BAILEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 10/27/2014

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-84060

Bidder Shall Return Completed Form with Offer.

ORIGIN ID:ACTA (800) 524-5427
SHIPPING OFFICE
ICS SUPPLIES, INC.
5804 FRANKLIN AVE

WACO, TX 76710
UNITED STATES US

SHIP DATE: 01OCT13
ACTWGT: 3.0 LB MAN
CAD: 0221714/CAFE2704

BILL SENDER

TO IFB 13-0221/JW
JEFFERSON CO PURCHASING DEPT
1149 PEARL STREET
1ST FLOOR
BEAUMONT TX 77701
(409) 835-8593 REF: IFB 13-021/JW
DEPT: BID DEPT

51BC1/8B1B/6F03

FedEx Express

J1311130523012G

TRK# 0201 5760 4326 5519

FRI - 04 OCT AA
EXPRESS SAVER

SF BPTA

77701
TX-US IAH

Part # 153148-434 RIT 08/12

10-04-13A11:06 RCVD

RT 746 3 A
ST 11
5519
10.04

5519
10.03

Small Pak

D: IFB 13-021/JW

ne: 10/8/13

ne: 11:00 Am

Align bottom of **Peel and Stick Airbill** or **Pouch** here.

JAN PAK

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

September 16, 2013

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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.**

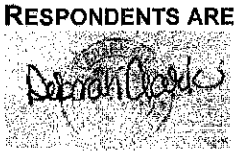
Bids are to be addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud 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 Catalog Pricing for Janitorial Supplies for Jefferson County**
BID NO:	**IFB 13-021/JW**
DUE DATE/TIME:	**11:00 AM, October 8, 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: Beaumont Enterprise & Port Arthur News – September 18th and 25th, 2013

IFB 13-021/JW
Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Bids due: 11:00 AM, October 8, 2013

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "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 Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

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

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

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

2. 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. 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.

4. 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.

5. 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

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 a 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 Division.

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, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. 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 (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/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 posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. 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 to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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 requested at the time of annual renewal. 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.

4.13 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 shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall 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. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

The contractor (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, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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 – refer to Section 6 above.

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 Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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, Contract Specialist (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 13-021/JW.

Scope

Jefferson County is asking for sealed bids for a catalog discount on the purchase or janitorial supplies for a year with an option to renew for four (4) additional years. All bids must be submitted on the Bid Sheets provided. **DO NOT BIND OR STAPLE BID PACKET.**

It is likely that **multiple awards** will be made with this bid.

Specifications are for unknown quantities of items to be purchased on an "as needed" basis.

Two (2) current catalogs shall be included with this bid. Upon award of contract you will be asked to supply two (2) catalogs to Jefferson County departments.

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the county. No charge packing list marked with the applicable purchase order number shall be enclosed with each "no charge" shipment.

Based on a review of recent past fiscal years, Jefferson County spends approximately $275,000.00 per fiscal year on janitorial equipment and supplies.

No Guarantee Annual Volume

This is an "open catalog" bid for purchase as funds become available, however, <u>there is no commitment to purchase any given number of products.</u>

Catalog Requirements

Bidder must provide free of charge to the county and county departments two (2) bound catalogs or bound price lists for use in product selection within twenty (20) days after bid is awarded. These bound documents must be clearly labeled on front cover with the name of said bid and beginning and ending contract dates.

Delivery

The County desires to purchase its janitorial products from established merchants **who have goods in stock**, and are prepared to **make delivery within 48 hours**. All delivery and freight charges (F.O.B. Jefferson County various locations listed below) are to be included in bid price. Bidder bears freight charges.

Maintenance Department – Courthouse
1149 Pearl – Basement
Beaumont, Texas 77701
Contact: David Knight, 409-835-8511

Maintenance Department – Subcourthouse
525 Lakeshore Drive
Port Arthur, Texas 77640
Contact: Mark Bernard, 409-983-8307

Correctional Facility
5030 Hwy. 69 South
Beaumont, Texas 77705
Contact: Chief Jeff Theriot, 409-726-2520

Road & Bridge Precinct #1
2205 Hwy. 90
China, Texas 77613
Contact: Robbie Griffin, 409-752-2891

Road & Bridge Precinct #2
7759 Viterbo Road
Beaumont, Texas 77705
Contact: Mike Trahan, 409-960-8200

Road & Bridge Precinct #3
5700 Jade Avenue
Port Arthur, Texas 77640
Contact: Mark Redwine, 409-983-8306

Road & Bridge Precinct #4
7780 Boyt Road
Beaumont, Texas 77713
Contact: Kenneth Minkins, 409-794-2444

Crime Laboratory
5030 Hwy. 69 South, Suite 500
Beaumont, Texas 77705
Contact: Linda Johnson, 409-726-2577

Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705
Contact: Duke Youmans, 409-722-0643

Juvenile Probation
5326 Hwy. 69 South
Beaumont, Texas 77705
Contact: Chief Ed Cockrell, 409-722-7474

Mid-County Office Building
7933 Viterbo Road
Beaumont, Texas 77705
Contact: Frank Adams, 409-960-8200

Mosquito Control District
8905 First Street
Beaumont, Texas 77705
Contact: Kevin Sexton, 409-719-5940

Vendor Profile Information Form (Continued)

7.	Do you have a fax machine for electronic communication purposes with your customers?	Yes ☒	No ☐
8.	Do you accept purchase orders via fax?	Yes ☒	No ☐
9.	Do you have a toll-free telephone number for use by your customers?	Yes ☒	No ☐
10.	Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours?	Yes ☐	No ☒

If yes, please explain:

_____

_____

_____

_____

Bidder Shall Return Completed Form with Offer.

Vendor Profile Information Form

Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.

1. Company Name: JAN PAK

   Address: 3915 Twin City Hwy
   Port ARthur, Tx 77642

   Telephone: 409-722-9900 E-mail: powens@janpak.com.

2. List offices closest to Beaumont.

   Name: JAN PAK

   Address: 3915 Twin City Hwy
   Port Arthur, Tx. 77642

3. How long has your company done business in Southeast Texas under its existing name? 7 years

4. If the company does not have a local office in Southeast Texas, how does the bidder propose to meet the county's needs?

5. Does the bidder have personnel who can visit the county when information may be needed or problems resolved? Yes ☒ No ☐

6. Can the bidder provide two (2) catalogs or price list to each department? Yes ☒ No ☐

   If not, what can be provided?

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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:

JANPAK
Company Name

3915 Twin City Hwy
Address

Port Arthur, Tx. 77642
City State Zip

Phil Owens
Signature of Person Authorized to Sign

Phil Owens
Printed Name

V.P. G.M.
Title

For clarification of this offer, contact:

Phil Owens
Name

409-722-9900 - 409-962-4982
Phone Fax

powens@janpak.com.
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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.

This contract shall henceforth be referred to as Contract No. 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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 Shall Return Completed Form with Offer.

Bid Form

CATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog with the below noted exceptions:

20 %

Comments: _____

PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with the below noted exceptions:

20 %

Comments: _____

SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price with the below noted exceptions:

20 %

Comments: _____

EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS

_____

_____

_____

Dated Purchase Orders

The bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen (15) days following the date of expiration.

Questions concerning the terms and conditions will be directed in writing to the County's purchasing department for receipt no later than 10 calendar days prior to the "bid opening" date. Inquiries must reference the date of "bid opening." Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature: Phil Owens Date: 9/24/13

Typed Name: Phil Owens

Bid Form (Continued)

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

Company: JANPAK

Sales Contact: Jamie LeFort Phone: 409-728-2462

Address: 3915 Twin City Hwy Port Arthur, Tx. 77642

Phone No.: 409-722-9900

Fax No: 409-962-4982

E-mail: jlefort@janpak.com

Employee Identification Number: N/A

Authorized Signature: Phil Owens (Phil Owens)

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form 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: City of Port Arthur

Address: 444 4th St. Port Arthur, Tx. 77640

Contact Person and Title: Jerry Nichols

Phone: 409-983-8182 Fax:

Contract Period: open - ongoing Scope of Work: provide janitorial supplies

REFERENCE TWO

Government/Company Name: Region 5 ESC

Address: 350 Pine St. 77701

Contact Person and Title: Sam Lucia

Phone: 409-838-5555 Fax: 409-833-9755

Contract Period: 2013 - 2014 Scope of Work: provide janitorial supplies

REFERENCE THREE

Government/Company Name: City of Groves

Address: 3947 Lincoln Groves, Tx. 77619

Contact Person and Title: Dee Sosa (City Mgr.)

Phone: 409-962-4471 Fax: 409-962-9433

Contract Period: 2011 — ~~pp~~ 2014 Scope of Work: provides janitorial supplies

80.

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.

JAN PAK Bidder (Entity Name)	Phil Owens Signature
3915 Twin City Hwy Street & Mailing Address	Phil Owens Print Name
Port Arthur, Tx. 77642 City, State & Zip	9/24/13 Date Signed
409-722-9900 Telephone Number	409-962-4982 Fax Number
POWENS@janpak.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

NONE — N/A

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(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.)

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.

—

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.

—

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.

7.

_____ _____

Signature of person doing business with the governmental entity 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 contract 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.

Phil Owens
Printed Name of Authorized Representative

Phil Owens
Signature

V.P.G.M.,
Title

9/24/13
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

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

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

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 Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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): Phil Owens

Title: V.P.G.M

Signature: Phil Owens

Date: 9/24/13

E-mail address: powens@janpak.com

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

Name (print or type): _____

Title: same

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 JAN PAK [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.):	16-1637797
Company Name submitting bid/proposal:	JAN PAK
Mailing address:	3915 Twin City Hwy Port Arthur, Tx. 77642
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**
700000-000-3096300000	3915 Twin City Hwy P.A. Tx 77642
700000-000-3096300050	office equipt. & inventory

* 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 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 TEXAS COUNTY OF JEFFERSON

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

on this day personally appeared Phil Owens (name), who

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

"I, Phil Owens (name) am a duly authorized officer of/agent

for JAN PAK (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said JAN PAK (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: JAN PAK

3915 Twin City Hwy Port Arthur, TX. 77642

Fax: 409-962-4982 Telephone# 409-722-9900

by: Phil Owens (print name) Title: V.P. GM.

Signature: Phil Owens

SUBSCRIBED AND SWORN to before me by the above-named

PHIL OWENS on

this the 3RD day of OCTOBER, 2013.

Pamela S. Owens

Notary Public in and for

the State of TEXAS

PAMELA S OWENS
My Commission Expires
September 24, 2015

Bidder Shall Return Completed Form with Offer.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
1717 Arch Street
Philadelphia, PA 19103
Attn: PHILADELPHIA.CERTS@MARSH.COM/FAX: 212-948-0360

347408-JANPA-GAWUP-13-13 JANPA GAW N

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Chartis Specialty Insurance Company	26883
INSURER B :	Travelers Prop. Casualty Co. of America	25674
INSURER C :	Travelers Indemnity Co	25658
INSURER D :	N/A	N/A
INSURER E :	N/A	N/A
INSURER F :		

INSURED
INTERLINE BRANDS, INC.
DBA JANPAK, INC.
701 SAN MARCO BLVD.
JACKSONVILLE, FL 32207

COVERAGES **CERTIFICATE NUMBER:** CLE-003987982-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	**GENERAL LIABILITY**			2067728	04/01/2013	11/01/2013	EACH OCCURRENCE	$	1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$	25,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$	
B	**AUTOMOBILE LIABILITY**			TC2JCAP823K5806TIL12	04/01/2013	11/01/2013	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$	
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$	
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$	
	[ ] DED [ ] RETENTION $							$	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			TC2JUB823K578712 (AOS)	04/01/2013	11/01/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER		
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A		TRKUB823K579912 (OR)	04/01/2013	11/01/2013	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

JEFFERSON COUNTY TEXAS
1149 PEARL ST.
BEAUMONT, TX 77701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee

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JAN PAK
3915 Twin City Hwy
Port Arthur, Tx.
77642

10-03-13A10:10 RCVD

Bid Name: Term Contract for
Catalogue Pricing for Janitorial
Supplies for Jefferson County

Bid #: IFB 13-021/JW

Due Date/Time: 11:00a.m. Oct. 8, 2013

Vendor Profile Information Form

Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.

1. Company Name: MATERA PAPER COMPANY, INC.

   Address: 1809 BRITTMORE ROAD

   HOUSTON, TX 77043

   Telephone: 800.700.0260 E-mail: _____

2. List offices closest to Beaumont.

   Name: MATERA PAPER COMPANY, INC.

   Address: 6640 EASTEX FREEWAY #141

   BEAUMONT, TX 77708

3. How long has your company done business in Southeast Texas under its existing name? 5 years

4. If the company does not have a local office in Southeast Texas, how does the bidder propose to meet the county's needs?

5. Does the bidder have personnel who can visit the county when information may be needed or problems resolved? Yes ☒ No ☐

6. Can the bidder provide two (2) catalogs or price list to each department? Yes ☒ No ☐

   If not, what can be provided?

Vendor Profile Information Form (Continued)

7. Do you have a fax machine for electronic communication purposes with your customers? Yes ☒ No ☐

8. Do you accept purchase orders via fax? Yes ☒ No ☐

9. Do you have a toll-free telephone number for use by your customers? Yes ☒ No ☐

10. Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours? Yes ☒ No ☐

If yes, please explain:

IF NOT IN STOCK IN BEAUMONT, HOUSTON TRUCK DELIVERS ON THURS-

DAYS (WEEKLY).

Bidder Shall Return Completed Form with Offer.

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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:

MATERA PAPER COMPANY, INC.
Company Name

1809 BRITTMORE ROAD
Address

HOUSTON, TX 77043
City State Zip

Natalie A. Picazo
Signature of Person Authorized to Sign

NATALIE A. PICAZO
Printed Name

SALES CONSULTANT
Title

For clarification of this offer, contact:

NATALIE A. PICAZO
Name

409-896-2209 409-727-3054
Phone Fax

NataliePicazo@materapaper.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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.

This contract shall henceforth be referred to as Contract No. 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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 Shall Return Completed Form with Offer.

Bid Form

CATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog with the below noted exceptions:

25 %

Comments: _____

PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with the below noted exceptions:

25 %

Comments: _____

SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price with the below noted exceptions:

25 %

Comments: _____

EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS

LIMITED TO STOCK ON HAND. NON-STOCK AND SPECIAL ORDER ITEMS

PRICE BASED ON QUANTITY. PLEASE REQUEST QUOTATION.

Dated Purchase Orders

The bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen (15) days following the date of expiration.

Questions concerning the terms and conditions will be directed in writing to the County's purchasing department for receipt no later than 10 calendar days prior to the "bid opening" date. Inquiries must reference the date of "bid opening." Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature: Natalie A. Picazo Date: 07 OCTOBER 2013

Typed Name: NATALIE A. PICAZO

Bid Form (Continued)

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

Company: MATERA PAPER COMPANY, INC.

Sales Contact: NATALIE A. PICAZO Phone: 409-504-5621

Address: 6640 EASTEX FREEWAY #141 BEAUMONT, TX 77708

Phone No.: 409-896-2209

Fax No: 409-727-3054

E-mail: NataliePicazo@materapaper.com

Employee Identification Number: 74-2382166

Authorized Signature: Natalie Picazo

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form 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: NEDERLAND I. S. D.

Address: 220 - 17TH STREET NEDERLAND, TX 77627

Contact Person and Title: DARRELL BROUSSARD

Phone: 409-724-2391 Fax: 409-724-4280

Contract Period: SEPT 1 - AUG 31 Scope of Work: CATALOG BID

REFERENCE TWO

Government/Company Name: PORT ARTHUR I. S. D.

Address: 748 SHREVEPORT PORT ARTHUR, TX 77640

Contact Person and Title: RAYMOND ELMORE

Phone: 409-989-6100 Fax: 409-982-0201

Contract Period: SEPT 1 - AUG 31 Scope of Work: CATALOG BID

REFERENCE THREE

Government/Company Name: LITTLE CYPRESS-MAURICEVILLE C. I. S. D.

Address: 8901 MLK DRIVE ORANGE, TX 77632

Contact Person and Title: JUDY WILL

Phone: 409-670-4612 Fax:

Contract Period: SEPT 1 - AUG 31 Scope of Work: CATALOG BID

Signature Page

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

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

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

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

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

MATERA PAPER COMPANY, INC.	Natalie A. Picazo
Bidder (Entity Name)	Signature
1809 BRITTMORE ROAD	NATALIE A. PICAZO
Street & Mailing Address	Print Name
HOUSTON, TX 77043	07 OCTOBER 2013
City, State & Zip	Date Signed
713-980-1500	409-727-3054
Telephone Number	Fax Number
SALES@MATERAPAPER.COM	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

   NATALIE A. PICAZO

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

   (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.)

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.

   N/A

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.

   N/A

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:

      N/A

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

   N/A

7.

Natalie A. Pleas — Signature of person doing business with the governmental entity

08 Oct 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 contract 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.

NATALIE A. PICAZO
Printed Name of Authorized Representative

Natalie A. Picazo
Signature

SALES CONSULTANT
Title

08 Oct 13
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

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

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

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 Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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 MATERA PAPER CO., INC. [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.):	74-2382166
Company Name submitting bid/proposal:	MATERA PAPER COMPANY, INC.
Mailing address:	P. O. BOX 200184 SAN ANTONIO, TX 78220-0184
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**
NOT YET ESTABLISHED	6640 EASTEX FREEWAY #141 BEAUMONT,TX 77708

* 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 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 TEXAS COUNTY OF JEFFERSON

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

on this day personally appeared NATALIE A. PICAZO (name), who

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

"I, NATALIE A. PICAZO (name) am a duly authorized officer of/agent

for MATERA PAPER CO., INC. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said MATERA PAPER COMPANY, INC. (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: MATERA PAPER COMPANY, INC.

1809 BRITTMORE ROAD HOUSTON, TX 77043

Fax: 713-694-9366 Telephone# 713-980-1500

by: NATALIE A. PICAZO (print name) Title: SALES CONSULTANT

Signature: Natalie A. Picazo

SUBSCRIBED AND SWORN to before me by the above-named Natalie A Picazo on

this the 8TH day of OCTOBER, 2013.

TANYA HEBERT
Notary Public, State of Texas
My Commission Expires
August 02, 2015

Tanya Hebert
Notary Public in and for
the State of TX

Bidder Shall Return Completed Form with Offer.

MATERA PAPER COMPANY, INC.
8640 EASTEX FWY. #141
BEAUMONT, TX 77708

PURCHASING AGENT
JEFFERSON COUNTY PURCHASING DEPT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TX 77701

10-08-13A09:029CEDL

BID NO: IFB 13-021/JW
BID NAME: TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

"SEALED BID"

PACKET 1 of 2

Vendor Profile Information Form

Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.

1. Company Name: PROFESSIONAL POLISH INC.

   Address: 5450 E. LOOP 820 SOUTH
   FORT WORTH, TX 76119

   Telephone: 817 572 7353 E-mail: DEREK@PROFESSIONALPOLISH.COM

2. List offices closest to Beaumont.

   Name: PPE / JAN-TEX

   Address: 9700 ALEMEDA GENOA ROAD
   HOUSTON, TX 77075

3. How long has your company done business in Southeast Texas under its existing name? 30 years

4. If the company does not have a local office in Southeast Texas, how does the bidder propose to meet the county's needs?

   EQUIPMENT WILL BE MANAGED FROM FORT WORTH OFFICE
   SUPPORT & REPAIR MAY BE FROM OUR HOUSTON OR
   AUSTIN SHOPS

5. Does the bidder have personnel who can visit the county when information may be needed or problems resolved? Yes ☑ No ☐

6. Can the bidder provide two (2) catalogs or price list to each department? Yes ☐ No ☐

   If not, what can be provided?

   WEB SITE ADDRESSES FOR ALL CURRENT CATALOGS LISTED

Vendor Profile Information Form (Continued)

7.	Do you have a fax machine for electronic communication purposes with your customers?	Yes ☑	No ☐
8.	Do you accept purchase orders via fax?	Yes ☐	No ☐
9.	Do you have a toll-free telephone number for use by your customers?	Yes ☑	No ☐
10.	Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours?	Yes ☐	No ☐

If yes, please explain:

ALL PURCHASES FOR EQUIPMENT IS WITHIN 7 DAYS ARO.

Bidder Shall Return Completed Form with Offer.

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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:

PROFESSIONAL POLISH INC
Company Name

5450 E. Loop 820 South
Address

FORT WORTH TX 76119
City State Zip

Signature of Person Authorized to Sign

DEREK PEARSE
Printed Name

GOVERNMENT SALES MANAGER
Title

For clarification of this offer, contact:

DEREK PEARSE
Name

817 572 7353 8175616193
Phone Fax

DEREK@PROFESSIONALPOLISH.COM
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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.

This contract shall henceforth be referred to as Contract No. 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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

UNDERSTOOD!

9/25/13

Bidder Shall Return Completed Form with Offer.

Bid Form

CATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog with the below noted exceptions:

_____%

Comments: SEE NEXT PAGE

PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with the below noted exceptions:

_____%

Comments: _____

SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price with the below noted exceptions:

_____%

Comments: _____

EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS

_____

_____

_____

Dated Purchase Orders

The bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen (15) days following the date of expiration.

Questions concerning the terms and conditions will be directed in writing to the County's purchasing department for receipt no later than 10 calendar days prior to the "bid opening" date. Inquiries must reference the date of "bid opening." Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature: DS [signature] Date: 9/25/2013

Typed Name: DEREK PEARSE

JEFFERSON COUNTY JANITORIAL EQUIPMENT BID

IFB 13-021/JW

PROFESSIONAL POLISH INC IS PLEASED TO SUBMIT CATALOG PRICING FOR **CUSTODIAL EQUIPMENT**

30% DISCOUNT ON ALL MACHINES WITH THE EXCEPTION OF **SCRUBBERS AT 20% DISCOUNT**

We recommend accessing the latest selections and pricing over the internet

- **CLARKE** FULL LINE PRODUCT CATALOG WWW.CLARKEUS.COM
- **NOBLES** PRODUCT CATALOG WWW.NOBLES.COM
- **PIONEER/ECLIPSE** PRODUCT CATALOG WWW.PIONEERECLIPSE.COM
- **MINUTEMAN** PRODUCT CATALOG WWW.MINUTEMANINTL.COM
- **CENTURY 400** PRODUCT CATALOG WWW.CENTURY400.COM
- **NSS** PRODUCT CATALOG WWW.NSS.COM

9/20/2013

Derek Pearse

Government Sales Manager

Professional Polish Inc.

5450 E Loop 820 South, Fort Worth, TX 76119

Tel 817 572 7353, Fax 817 561 6193

Bid Form (Continued)

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

Company: PROFESSIONAL POLISH INC.

Sales Contact: DEREK PEARSE Phone: 817 572 7353

Address: 5450 E. Loop 820 South, Fort Worth, TX 76119

Phone No.: 817 572 7353

Fax No: 817 561 6193

E-mail: DEREK@PROFESSIONALPOLISH.COM

Employee Identification Number: N/A

Authorized Signature: [signature]

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form 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: DALLAS ISD

Address: 3701 S. LAMAR ST. DALLAS, TX 75215

Contact Person and Title: KATHERINE MURDOCK

Phone: 972 925 4738 Fax: 972 925 4738

Contract Period: ONGOING Scope of Work: EQUIPMENT SUPPLY & REPAIR

REFERENCE TWO

Government/Company Name: BIRDVILLE ISD

Address: 6125 E. BELKNAP, HALTOM CITY, TX 76117

Contact Person and Title: MIKE DOMINGUES

Phone: 817 547 5855 Fax:

Contract Period: ONGOING Scope of Work: EQUIPMENT MAINTENANCE & REPAIR

REFERENCE THREE

Government/Company Name: EAGLE MOUNTAIN/ SAGINAW ISD

Address: 1200 OLD DECATUR RD, FORT WORTH, TX 76179

Contact Person and Title: JOHN DAVIS

Phone: 817 673 9790 Fax: 817 847 8961

Contract Period: ONGOING Scope of Work: EQUIPMENT MAINTENANCE & REPAIR

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.

PROFESSIONAL POLISH LLC.	
Bidder (Entity Name)	Signature
5450 E LOOP 820 SOUTH	DEREK PEARSE
Street & Mailing Address	Print Name
FORT WORTH, TX 76119	9/25/2013
City, State & Zip	Date Signed
817 572 7353	817 561 6193
Telephone Number	Fax Number

DEREK@PROFESSIONALPOLISH.COM
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

NONE

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(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.)

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.

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.

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.

Signature of person doing business with the governmental entity

9/25/2013
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 contract 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.

DEREK PEARSE
Printed Name of Authorized Representative

Signature

GOVERNMENT SALES MANAGER
Title

9/25/2013
Date

Bidder Shall Return Completed Form with Offer.

PROFESSIONAL POLISH INC IS HUB CERTIFIED AND WILL EXECUTE THE CONTRACT.

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

PROFESSIONAL POLISH, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 19-AUG-2011, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number: 1752064552800
File/Vendor Number: 65728
Approval Date: 17-AUG-2011
Expiration Date: 17-AUG-2015

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

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

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

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

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 Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

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 PROFESSIONAL POLISH INC. [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.):	752064552
Company Name submitting bid/proposal:	PROFESSIONAL POLISH INC.
Mailing address:	5450 E LOOP 820 SOUTH, FORT WORTH, TX 76119
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

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

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

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 TEXAS COUNTY OF TARRANT

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, DEREK PEARSE am a duly authorized officer of/agent
(name)

for PROFESSIONAL POLISH INC., and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said PROFESSIONAL POLISH INC.
(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: PROFESSIONAL POLISH INC.
5450 E Loop 820 South, Fort Worth, TX 76119

Fax: 817-561-6193 Telephone# 817-572-7353

by: DEREK PEARSE Title: GOVERNMENT SALES MANAGER
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named
Derek Pearse on

this the 24th day of September, 2013.

Notary Public in and for
the State of Texas

Amber Sherrell
Commission Expires
12-04-15

Bidder Shall Return Completed Form with Offer.

WBENC | Women's Business Enterprise National Council

hereby grants

National Women's Business Enterprise Certification

to

Professional Polish, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Women's Business Council – Southwest, a WBENC Regional Partner Organization.

Expiration Date: 03/26/2012
WBENC National Certificate Number: 2005115314

Debbie Hurst

Authorized by Debbie Hurst, President,
Women's Business Council – Southwest

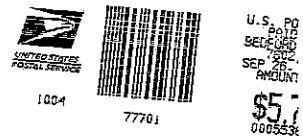
WOMEN'S BUSINESS COUNCIL – SOUTHWEST

NAICS Codes: 238290, 238330, 325998, 333112, 333319, 531120, 532490, 561720, 561740, 561790, 811310

UNSPSC Codes: 76110000, 47120000, 76111604

360

PROFESSIONAL POLISH, INC.
5450 E. LOOP 820 SOUTH
FORT WORTH, TEXAS 76119



Catalog Prices for Janitorial Supplies

JEFFERSON COUNTY PURCHASING DIVISION

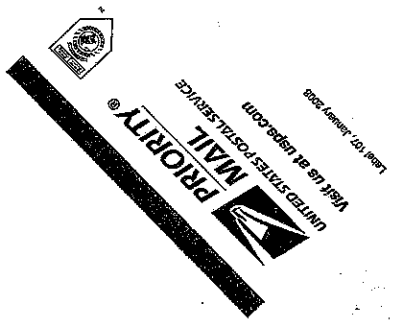
1149 PEARL STREET

FIRST FLOOR

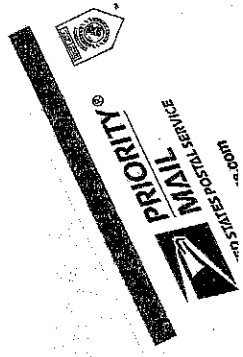
BEAUMONT

TX 77701

09-30-13P



09-30-13P12:08 R



BID # IFB 13-021/JW

DUE OCTOBER 8, 2013 11AM

QUEST CLEANING CENTERS

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

September 16, 2013

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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 Catalog Pricing for Janitorial Supplies for Jefferson County**
BID NO:	**IFB 13-021/JW**
DUE DATE/TIME:	**11:00 AM, October 8, 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 Clark

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – September 18th and 25th, 2013

IFB 13-021/JW
Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Bids due: 11:00 AM, October 8, 2013

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "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 Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

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

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

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

2. 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. 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.

4. 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.

5. 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

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 a 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 Division.

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, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. 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 (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/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 posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. 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 to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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 requested at the time of annual renewal. 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.

4.13 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 shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall 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. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. **Multiple Vendor Award**

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

3. **Delivery**

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

4. **Payment**

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

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

5. **Usage Reports**

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

6. **Insurance**

   The contractor (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, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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 – refer to Section 6 above.

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 Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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 I.1. – I.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, Contract Specialist (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 13-021/JW.

Scope

Jefferson County is asking for sealed bids for a catalog discount on the purchase or janitorial supplies for a year with an option to renew for four (4) additional years. All bids must be submitted on the Bid Sheets provided. **DO NOT BIND OR STAPLE BID PACKET.**

It is likely that **multiple awards** will be made with this bid.

Specifications are for unknown quantities of items to be purchased on an "as needed" basis.

Two (2) current catalogs shall be included with this bid. Upon award of contract you will be asked to supply two (2) catalogs to Jefferson County departments.

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the county. No charge packing list marked with the applicable purchase order number shall be enclosed with each "no charge" shipment.

Based on a review of recent past fiscal years, Jefferson County spends approximately $275,000.00 per fiscal year on janitorial equipment and supplies.

No Guarantee Annual Volume

This is an "open catalog" bid for purchase as funds become available, however, <u>there is no commitment to purchase any given number of products.</u>

Catalog Requirements

Bidder must provide free of charge to the county and county departments two (2) bound catalogs or bound price lists for use in product selection within twenty (20) days after bid is awarded. These bound documents must be clearly labeled on front cover with the name of said bid and beginning and ending contract dates.

Delivery

The County desires to purchase its janitorial products from established merchants **who have goods in stock**, and are prepared to **make delivery within 48 hours**. All delivery and freight charges (F.O.B. Jefferson County various locations listed below) are to be included in bid price. Bidder bears freight charges.

Maintenance Department – Courthouse
1149 Pearl – Basement
Beaumont, Texas 77701
Contact: David Knight, 409-835-8511

Maintenance Department – Subcourthouse
525 Lakeshore Drive
Port Arthur, Texas 77640
Contact: Mark Bernard, 409-983-8307

Correctional Facility
5030 Hwy. 69 South
Beaumont, Texas 77705
Contact: Chief Jeff Theriot, 409-726-2520

Road & Bridge Precinct #1
2205 Hwy. 90
China, Texas 77613
Contact: Robbie Griffin, 409-752-2891

Road & Bridge Precinct #2
7759 Viterbo Road
Beaumont, Texas 77705
Contact: Mike Trahan, 409-960-8200

Road & Bridge Precinct #3
5700 Jade Avenue
Port Arthur, Texas 77640
Contact: Mark Redwine, 409-983-8306

Road & Bridge Precinct #4
7780 Boyt Road
Beaumont, Texas 77713
Contact: Kenneth Minkins, 409-794-2444

Crime Laboratory
5030 Hwy. 69 South, Suite 500
Beaumont, Texas 77705
Contact: Linda Johnson, 409-726-2577

Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705
Contact: Duke Youmans, 409-722-0643

Juvenile Probation
5326 Hwy. 69 South
Beaumont, Texas 77705
Contact: Chief Ed Cockrell, 409-722-7474

Mid-County Office Building
7933 Viterbo Road
Beaumont, Texas 77705
Contact: Frank Adams, 409-960-8200

Mosquito Control District
8905 First Street
Beaumont, Texas 77705
Contact: Kevin Sexton, 409-719-5940

Vendor Profile Information Form

Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.

1. Company Name: QUEST CLEANING CENTERS, INC

   Address: 260 I-H 10 SOUTH

   BEAUMONT TX 77707

   Telephone: 409-350-7179 E-mail: km.guest@hotmail.com

2. List offices closest to Beaumont.

   Name: _____

   Address: _____

   _____

3. How long has your company done business in Southeast Texas under its existing name? 5 years

4. If the company does not have a local office in Southeast Texas, how does the bidder propose to meet the county's needs?

   _____

   _____

   _____

   _____

5. Does the bidder have personnel who can visit the county when information may be needed or problems resolved? Yes ☑ No ☐

6. Can the bidder provide two (2) catalogs or price list to each department? Yes ☑ No ☐

   If not, what can be provided?

   _____

   _____

   _____

Vendor Profile Information Form (Continued)

7.	Do you have a fax machine for electronic communication purposes with your customers?	Yes ☑	No ☐
8.	Do you accept purchase orders via fax?	Yes ☑	No ☐
9.	Do you have a toll-free telephone number for use by your customers?	Yes ☑	No ☐
10.	Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours?	Yes ☐	No ☑

If yes, please explain:

_____

_____

_____

_____

Bidder Shall Return Completed Form with Offer.

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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:

QUEST CLEANING CENTERS
Company Name

260 IH-10 SOUTH
Address

BMT TX 77707
City State Zip

Theo K. Morgan
Signature of Person Authorized to Sign

THEO. K. MORGAN
Printed Name

PRESIDENT
Title

For clarification of this offer, contact:

Kuri Morgan
Name

409-350-7179 409-924-0045
Phone Fax

km.guest@hotmail.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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.

This contract shall henceforth be referred to as Contract No. 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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 Shall Return Completed Form with Offer.

Bid Form

CATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog with the below noted exceptions:

VARIOUS %

Comments: _____

PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with the below noted exceptions:

VARIOUS%

Comments: _____

SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price with the below noted exceptions:

VARIOUS %

Comments: _____

EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS

_____

_____

_____

Dated Purchase Orders

The bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen (15) days following the date of expiration.

Questions concerning the terms and conditions will be directed in writing to the County's purchasing department for receipt no later than 10 calendar days prior to the "bid opening" date. Inquiries must reference the date of "bid opening." Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature: Theo K Morgan Date: Oct. 5, 2013

Typed Name: THEO K. MORGAN

Bid Form (Continued)

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

Company: Quest Cleaning Centers, Inc

Sales Contact: Kurt Morgan Phone: 409-350-7179

Address: 260 IH-10 South

Phone No.: 409-350-7179

Fax No: 409-924-0045

E-mail: lcm.quest@hotmail.com

Employee Identification Number: _____

Authorized Signature: Theo K. Morgan

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form 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: Jefferson County Drainage District #7

Address: 4401 9th Avenue, Port Arthur, Tx 77642

Contact Person and Title: Cameron Cook - warehouse super

Phone: 409-985-4369 Fax: 409-983-7564

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: Calder Woods

Address: 7080 Calder Ave, Bmt, Tx 77706

Contact Person and Title: Beverly Barnes - Environmental Services

Phone: 409-861-1123 Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: First United Methodist Church

Address: 539 Main St. Liberty Tx 77576

Contact Person and Title: Holley Hargis - Purchasing

Phone: 936-336-6401 Fax: 936-336-7684

Contract Period: _____ Scope of Work: _____

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.

Quest Cleaning Centers Inc Bidder (Entity Name)	Theo K. Morgan Signature
260 IH-10 South, Bmt 77707 Street & Mailing Address	THEO K. MORGAN Print Name
MAIL → 1570 EAST DR. Bmt 06 City, State & Zip	Oct. 7, 2013 Date Signed
409-350-7179 Telephone Number	409-924-0045 Fax Number
KM.Guest@hotmail.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

KURT MORGAN - Quest Cleaning Centers

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(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.)

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.

NONE

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.

NONE

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:

   None

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

   None

7.

Kurt Morgan — Signature of person doing business with the governmental entity

Oct 7, 2013 — 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 contract 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.

Kurt Morgan
Printed Name of Authorized Representative

Kurt Morgan
Signature

President
Title

Oct 7, 2013
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

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

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

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 Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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 Quest Cleaning Centers [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.):	26-2278753
Company Name submitting bid/proposal:	Quest Cleaning Centers Inc.
Mailing address:	1570 EAST DRIVE Bmt Tx 77706
If you are an individual, list the names and addresses of any partnership of which you are a general partner: NO	

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

Jefferson County Tax Acct. No.*	Property address or location**
	1570 EAST DRIVE
	Bmt Tx 77706

* 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 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 Texas COUNTY OF Jefferson

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

on this day personally appeared Theo Morgan (name), who

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

"I, Michael Matar (name) am a duly authorized officer of/agent

for Wells Fargo Bank (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Wells Fargo Bank (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: THEO KURT MORGAN - Quest Cleaning Centers
260 IH-10 South Beaumont Tx 77707

Fax: 409-924-0045 Telephone# 409-350-7179

by: _____ (print name) Title: President

Signature: Theo. Kurt Morgan

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the 07 day of October, 2013.

_____
Notary Public in and for
the State of Texas

Michael Mounir Matar
Notary Public
State of Texas
My Comm. Exp. 09/10/2016

Bidder Shall Return Completed Form with Offer.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

BL R054

DATE (MM/DD/YYYY) 10-07-2013

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONALINSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USAA INSURANCE AGENCY INC/PHS
812846 P:(888)242-1430 F:(888)443-6112
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:
PHONE (A/C, No, Ext): (888)242-1430 FAX (A/C, No): (888)443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Ins Co LTD	11000
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
QUEST CLEANING CENTERS INC
1570 EAST DR
BEAUMONT TX 77706

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC	[ ]	[ ]	65 SBM TA4049	03/29/2013	03/29/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS [X] HIRED AUTOS SCHEDULED AUTOS [X] NON-OWNED AUTOS	[ ]	[ ]	65 UEC JD0683	08/09/2013	08/09/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	[ ]	[ ]				EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	[ ]	65 WBC AC9348	09/20/2013	09/20/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
		[ ]	[ ]					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER

JEFFERSON COUNTY
1149 PEARL ST FL 1
BEAUMONT, TX 77701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Quest Cleaning Centers

INCORPORATED

CUSTOM CATALOG

for

Jefferson County

CLEANING TOOLS

ITEM	MANUFACTURER	PART NO.	UNIT	UNIT PRICE
20 in. Black Stripping Pad-5/Case	Norton	851-4700	Case	$ 16.50
0 in. Red Buffing Pad-5/Case	Norton	851-5100	Case	$ 16.50
20 in. White Polishing Pad-5/Case	Norton	851-5300	Case	$ 16.50
Natural Hog Hair Fiber Pads	Norton	851-4800	Case	$ 17.25
12 oz. Cotton Screw-on Mop Head-12/case	LMCO	31010	Case	**$ 36.12**
24 oz. Clamp-on Mop Head-12/case	LMCO	13324	Case	**49.68**
24 oz. Cotton Screw-On Mop Head 12/case	LMCO	33324	Case	$ 58.16
32 oz. Cotton Screw-on Mop Head 12/case	LMCO	33332	Case	$ 68.16
32 oz. Rayon Screw-on Mop Head 12/case	LMCO	35432	Case	$ 75.40
54 in. Screw-on Mop Handle	LMCO	LF154	Each	$ 4.49
54 in. Gripper Mop Handle (NO METAL)	LMCO	GR634	Each	$ 18.39
60 in. Screw-on Mop Handle 12/case	LMCO	LF860	Case	$ 58.16
House Broom #24	LMCO	4221	Each	$ 3.99
Warehouse Broom #36	LMCO	4232	Each	$ 5.99
Dust Pan - Plastic 12/case	Continental	712	Case	$ 38.76
Rubbermaid 38 qt. Mop Bucket w/ 3 in. casters & wringer-yellow	Continental		Each	$ 77.56
Toilet Bowl Mop 12/case	Continental	J510000	Case	$ 9.23
22 oz. Bottle for Trigger Sprayer	Continental	922B	Each	$ 0.63
Trigger Sprayer	Tolco	110200	Each	$ 0.61
5 in. x 36 in. Dust Mop Heads	LMCO		Each	$ 7.71
Steel Wool Soap Impregnated Pads-18/pack, 12 pack/case	COMET		Case	$ 44.85

TRASH DISPOSAL PRODUCTS

ITEM	MANUFACTURER	PART NO.	UNIT	UNIT PRICE
24 x 24 High Density 6 micron plastic liners-1000/case	Interboro	IBS-S242406N	Case	$ 21.27
Recycled 24 x 23 High Density 6 micron plastic liners-1000/case	Tyco	128-2400	Case	$ N/B
24 x 33 High Density 8 rrucron Brown Medmm Plastic Lmers-500/case	Central Poly	CP33	Case	$ N/B
Recycled 24 x 33 High Density 8 rrucron Brown Medmm Plastic Liners-500/case	Central Poly	CP33	Case	$ N/B
30 x 36 High Density 10 micron Plastic Liners 500/case	Napco	KOD-RST303710N	Case	$ 28.88
Recycled 30 x 36 High Density 10 micron Plastic Liners 500/case	Tyco	128-220	Case	$ N/B
30 x 36 High Density 14 micron Plastic Liners-500/case	Interboro	IBS-S303713N	Case	$ 34.69
Recycled 30 x 36 High Density 14 rrucron Plastic Lmers-500/case	Tyco	HR3037 16N	Case	$ N/B
36 x 58.75 mil White Extra Heavy Plastic Liners-100/cs	Napco	KOD-RST3858W	Case	$ 29.43
Recycled 36 x 58.75 mil White Extra Heavy Plastic Liners-200/cs	Interboro	INT-3658-XXH	Case	$ N/B
40 x 46.75 mil White Extra Heavy Plastic Liners-100/cs	Napco	KOD-RST-4046W	Case	$ 22.82
Recycled 40 x 46.75 mil White Extra Heavy Plastic Liners-250/cs	Interboro	INT-4046-XH	Case	$ N/B
38 x 63 1.35 mil Clear Plastic Liners-100/roll	Central Poly	63	Roll	$ N/B
Recycled 38 x 63 1.35 mil Clear Plastic Liners-200/case	Interboro	INT-3863-H	Case	$ N/B
38 x 63 4 mil Clear Plastic Liners-made with blended Hexene Resin-200/case	Interboro	INT-3863-XXH	Case	$ N/B
Recycled 38 x 63 4 mil Clear Plastic Lmers-made w1th blended Hexene Resin-200/case	Interboro	INT-3863-XXH	Case	$ N/B
28-1/8 qt. Waste Basket-Polyethylene-14 3/8 W x 10 1/4 D x 15 H Rectangular 12/case	Continental	2818GY	Case	$ 55.65
41 qt. Waste Basket-Polyethylene- 15 1/2 W x 11 D x 20 H Rectangular	Continental	4114-GY	Each	$ 8.01
32 gal. Rubbermaid Brute Trash Cans, Gray	Continental	753-1100	Each	$ 24.57
32 gal. Rubbermaid Brute Trash Can Lid	Rubbermaid	2609	Each	$ 9.66

HYGIENE PRODUCTS

ITEM	MANUFACTURER	PART NO.	UNIT	UNIT PRICE
#4-147 Max1 Pad, Femmme Napkins, Flat, 250/case-Size: 8.5 m.x 2.75 in. x 5 in.	Hospeco	4-147	Case	$ 45.85
Playtex, Regular Tampon, 500/case-Size: 4.75 in. x .5 in.	Tampon	T-500	Case	$ 73.60
6 oz. Aerosol Insecticide Deep Woods Off 12/case	Dracket	DRK18425	Case	$ 56.64
Lice Killer, 13 oz. (for use on humans)	Chase	CHA5706	Case	$71.99
Celucap Caps, paper green disposable, 100/case			Case	
Bouffant Caps - non-woven polypropylene w/ latex free elastic/100/bag			Bag	$ 6.35

EXAMINATION GLOVES

ITEM	MANUFACTURER	PART NO.	UNIT	UNIT PRICE
Powder Free Vinyl Examination Gloves, 10/box/case, 100/box, 1000/case Size: Small	Hospeco	HSP-GL-V103FS	Case	$ 38.00
Powder Free Vinyl Examination Gloves, 10/box/case, 100/box, 1000/case Size: Medium	Hospeco	HSP-GL-V103FM	Case	$ 38.00
Powder Free Vinyl Examination Gloves, 10/box/case, 100/box, 1000/case Size: Large	Hospeco	HSP-GL-V103FL	Case	$ 38.00
Powder Free Vinyl Examination Gloves, 10/box/case, 100/box, 1000/case Size: X-Large	Hospeco	HSP-GL-103FX	Case	$ 38.00
Vmyl Exammatwn Gloves, 10 box/case, 100/box, 1000/cs S1ze:Small	Ambidex	VSM100	Case	$ N/B
Vmyl Exammatwn Gloves, 10 box/case, 100/box, 1000/cs S1ze:Medium	Ambidex	VMD100	Case	$
Vmyl Exammatwn Gloves, 10 box/case, 100/box, 1000/cs S1ze:Large	Ambidex	VLG100	Case	$
Vmyl Exarrunatwn Gloves, 10 box/case, 100/box, 1000/cs S1ze:X-Large	Amidex	VXLIOO	Case	$
Powder Free Latex Gloves, 10/box/case, 100/box, 1000/caseSize: Small	Skinsense	SMLPFG	Case	$
Powder Free Latex Gloves, 10/box/case, 100/box, 1000/case Size: Medium	Ambidex	LMD200	Case	$
Powder Free Latex Gloves, 10/box/case, 100/box, 1000/case Size: Large	Ambidex	LLG200	Case	$
Powder Free Latex Gloves, 10/box/case, 100/box, 1000/case Size: X-Large	Ambidex	LXL200	Case	$
Latex Gloves, 10 box/case, 100/box, 1000/case Size: Small	Dual Advantage	SM-LG	Case	$
Latex Gloves, 10 box/case, 100/box, 1000/case Size: Medium	Ambidex	LMD100	Case	$
Latex Gloves, 10 box/case, 100/box, 1000/case Size: Large	Ambidex	LLG100	Case	$
Latex Gloves, 10 box/case, 100/box, 1000/case Size: X-Large	Ambidex	LXLIOO	Case	$
Poly Gloves, 100/box, 10 box/case Size: Small		INT-SM-PG	Case	$
Poly Gloves, 100/box, 10 b<?x/case Size: Medium		INT-MED PG	Case	$
Poly Gloves, 100/box, 10 box/case Size: Large		INT-Lrg-PG	Case	$
Poly Gloves, 100/box, 10 box/case Size: X-Large		INT-X-Lrg-PG	Case	$ N/B

ITEM	MANUFACTURER	PART NO.	UNIT	UNIT PRICE
G.L.M. SO Poly Gloves, 100/Case				N/B

FOOD PREPARATION AND SERVICE PRODUCTS

ITEM	MANUFACTURER	PART NO.	UNIT	UNIT PRICE
10 in. Compartmented Paper Plates-500/case	Dart	10CPWC	Case	$ 33.75
6 oz. Styrofoam Cups, 1000/case	Dart	6J6	Case	$ 21.81
8 oz. Styrofoam Cups, 1000/case	Dart	8J8	Case	$ 28.08
6 oz. Non-coated Hot Cups w/handle-1000/case	Solo	120-600	Case	$ N/B
SEL8SS Soup Spoon, Heavy Duty-1000/case	Boardwalk	F6BW	Case	$ 15.31
Medium Weight Plastic Forks	Dixie	PFM21S	Case	$ 15.44
6 in. Dessert (pie) Paper Plates- 1000/case	Dart	6PWC	Case	$ 27.89
P-16 Party Cups-16 oz. Transluscent-1000/case	Lagasse	DCC16K	Case	$ 69.95

PAPER PRODUCTS

ITEM	MANUFACTURER	PART NO.	UNIT	UNIT PRICE
125 Ft. Howard Toilet Tissue, 2-ply, 300 sheets, 96 rolls/case, sheet size 4.5 in. x 4.5 in.-48,800 sheets/case	Boardwalk	BWK6180		$41.86
Recycled 125 Ft. Howard Toilet Tissue, 2-ply, 300 sheets, 96 rolls/case, sheet size 4.5 in. x 4.5 in.-48,800 sheets/case				N/B
198Ft. Howard Toilet Tissue, 2-ply, 500 sheets, 96 rolls/case, sheet size 4.5 in. x 4.5 in.-48,800 sheets/case				N/B
Recycled 198Ft. Howard Toilet Tissue, 2-ply, 500 sheets, 96 rolls/case, sheet size 4.5 in. x 4.5 in.-48,800 sheets/case				N/B
Baywest 2-ply Bathroom Tissue, 3.875 in.x 4 in.-616 sheets/roll, 48 rolls, case	Bay West	527-200	Case	$ N/B
Baywest Opticore Toilet Tissue, 2-ply, 36 rolls x 865 sheet	Bay West	527-6199	Case	$ 53.50
True Fold Metal Front Cabinet- 11 5/8 in x 5 in x 14 112 in-white -SAN T1905WH	Continental	802-400	Each	$ N/B
202Ft. Howard Multi-Fold Towel, 9.25 m. x 9.5 m., wh1te-4000/case	Conver Pro	509-16255	Case	$ N/B
Recycled 202Ft. Howard Multi-Fold Towel, 9.25 m. x 9.5 m., white-4000/case	Conver Pro	509-16255	Case	$ N/B
235Ft. Howard Smgle-Fold Towel, 9.5 m. x 10 5/8 m.-natural-4020/case	Bay West	WAU47000	Case	$ 28.11
Recycled 235Ft. Howard Smgle-Fold Towel, 9.5 m. x 10 5/8 m.-natural-4020/case	Bay West	WAU47000	Case	$ 28.11
289Ft. Howard Roll Towel, 9 m. wh1te, core s1ze 1.5 m., 4836 LF/case, 400 LF/roll	Bay West	512-600	Case	$ N/B
Recycled 289Ft. Howard Roll Towel, 9 m. wh1te, core s1ze 1.5 in., 4836 LF/case, 400 LF/roll	Bay West	512-600	Case	$ N/B
233Ft. Howard Multi-Fold Towel, 9.25 in. x 9.5 in., natural, 4000/case	Bay West	WAU47000	Case	$ 28.11

ITEM	MANUFACTURER	PART NO.	UNIT	UNIT PRICE
Recycled 233Ft. Howard Multi-Fold Towel, 9.25 in. x 9.5 in., natural, 4000/case				$
262Ft. Howard Roll Towel- 7 7/8 in.-natural, 7500 LF/case, core size 1 1/2 in.				$
Recycled 262Ft. Howard Roll Towel- 7 7/8 in.-natural, 7500 LF/case, core size 1 112 in.				$
Baywest Natural Roll Towel-800ft./roll, 6 rolls/case	Bay West	313-6	Case	$ 43.50
292-15 Ft. Howard Wipe Away, White, 13 in. x 13 in., 700/case	Bay West	DRC	Case	$ 69.38
Recycled Wipe Away, White, 13 in. x 13 in., 700/case	Bay West	DRC	Case	$ 69.38
Wypall L20 Kimtowels wipers, tan, 12.5 in x 14.4 in., #47011, 12 pack/case	Kimberly Clark	L20	Case	83.69
Wypall L20 Kimtowels dispenser, #09107				
Wypall L40 wipers, pop-up box, #03046	Kimberly Clark	KC 05790	Case	$ 96.51
Scott Towels kitchen roll towel, white, 11 in. x 9.375 in., 30 rolls/case	Bay West	WAU410	Case	$ 33.40
James River Napkins, 13x13 in.-6000/case	GPA L3141		Case	$ 57.51
Recycled James River Napkins, 13x13 in.-600/case	GPA L3141		Case	$ 57.51
Toilet Seat Covers, 5000/case	Hospeco	DS5000	Case	$ 46.43
#640-12-12-01 Center Pull Std 2-ply Hand Towels, 6 rolls/case	Bay West	WAU06002	Case	$ 34.31
Recycled #640-12-12-01 Center Pull Sdt 2-ply Hand Towels, 6 rolls/case	Bay West	WAU06002	Case	$ 34.31
Kimberly Clark #34865 Teri Reinforced Wipers	KCC	X60	Case	$ 96.21
Recycled Kimberly Clark #34865 Teri Reinforced Wipers	KCC	X60	Case	$ 96.21

CLEANING PRODUCTS AND CHEMICALS

ITEM	MANUFACTURER	PART NO.	UNIT	UNIT PRICE
32 oz. Top Job Cleaner, 12/case	Enforcer/Zep	HDS 113090	Case	$ N/B
21 oz. Powdered Chlorinated Cleanser, 24/case	Ajax	CPM14278CT	Case	$ 39.51
Sana Bowl Deodorant Cake, 144/case	FRESH	FRS12-3-CH	Case	$ 96.37
1 gallon Clorox Bleach-6 %, 6/case	KIK	KIKbleach6	Case	$ 18.88
64 oz. Bo-Peep Ammonia,8/case	KIK	Kik5033	Case	$ 65.00
20 oz. Sani-Flush Bowl Cleaner, /case	Selig Kling	J-25501	Case	$ N/B
19 oz. Aerosol Lysol Disinfectant Spray, 12/case	Lysol	REC81546	Case	$ 89.75
19 oz. Aerosol Disinfectant Spray, 12/case	Champion	CHA5157	Case	$ 53.98
Concentrated Lysol Disinfectant 4 gal/case	Lysol	REC94201	Case	$ 74.64
1 gal. Concentrated Disinfectant	Total II Disnf.	Montgomery 0305	Gallon	$ N/B
38 oz. Joy Detergent, 8/case	Joy Dish Soap	PGC45114	Case	$ 58.03
Automatic Dishwasher Detergent, 50 lb box	Dish-Pro		Case	N/B
42 oz. Liquid Dishwasher Detergent				N/B
4 oz. Pumice Soap, 48/case	Lava	WDC10383	Case	$ 56.61
2.5 oz.-3 oz. Bar bath soap-unwrapped, 200/case	Dial Soap	DIA00098	Case	$ 64.32
0.5 oz. Ivory Soap, 1000/case	CPC 04120	505-800	Case	$ N/B
18 oz. Aerosol Spray Lemon Pledge Furniture Polish, 12/cs	Pledge	DRK5763074	Case	$ 39.95
18 oz. Aerosol Spray Furniture Polish, 12/cs	Champion	209-200	Case	$ 25.92
18 oz. Aerosol Spray All-Purpose Touch-up, 12/case	Selig Block Buster	937301	Case	$ N/B
16 oz. Stainless Steel and Metal Polish 12/case	Chase	5197	Case	$ 61.08
20 oz. Aerosol Spray Air Freshener, 12/case	Cham. Spring Linen	5176	Case	$ 53.86
Low Suds Detergent, 100 lb Drum	Montgomery Low Suds	303-400	Drum	$ N/B
Dry Bleach 5% 100 lb Drum	Mont. Dry Bleach	303-200	Drum	$ N/B

ITEM	MANUFACTURER	PART NO.	UNIT	UNIT PRICE
15 oz. WD-40 Aerosol Spray Lubricant, 12/case	WD-40 Co.	HDS 111300	Case	$ 79.83
1 gal. Windex Glass Cleaner 4/case	Windex	250-3500	Case	$ 63.89
1 gal. Glass Cleaner	Sanco	250-110	Gallon	$ N/B
1 gal. Thrifty Pine Disinfectant	Arcot	ARC9688NG4	Case	$ 8.99
19 oz. Germicidal Cleaners, Aerosol Spray, 12/case	Champion	CHA 5196	Case	$ 50.06
Concentrated DISinfectant Cleaner, 5 gaL-dilution: 1/2 oz. Per gallon				
Consume Eco-Lyzer neutral disinfectant cleaner- 4 gaVcase	Selig Wuat Disinfec.	J46824	Gallon	$ N/B
Unbehevable food, protem & beverage stam & odor remover 12 oz. - 12/case	Core Unbelievable	250-2000	Case	$ 90.64
Spartan Carpet Care/Bio Assist stain & odor remover for carpet				
1 gal. Drain Line Maintainer, 4 gallons/case	Betco Liquid Digester	250-1330400	Case	$ 58.24
32 oz. Powdered Absorbent Cleanup 6/case	Fresh	FRS-6-14-SS	Case	$ 59.48
800 mi. Antimicrobial Hand Soap, 12/case	Kutol	501-1400	Case	$ 29.98
1 gal. All Purpose Strip & Clean, 6/case	Diamond Triad	M19224	Case	$ N/B
8 oz. Hand Sanitizer, 12/case	Dawn Mist	HS3794	Case	$ 13.40
32 oz. Non-Acid Bowl Cleaner, 12/case	Betco Non-acid	353-0701200	Case	$ 32.00
Mild Lotion Hand Soap- 4 gal.!case #362-2593	Pink Hand Soap	Mont.#1332	Case	$ N/B
Kutol Health Guard Mild Lotion Soap, 8 x 1200 ml # 501-700	Kutol	501-700	Case	$ 51.00
Gojo Pink & Klean Skin Cleaner 800 ml soap/case	Gojo #9128	9128-12	Case	$ 44.34
Floor Stripper, 2.5 gal. Drum--2/case	Chemsearch	1945	Case	N/B
Floor Stripper, 5 gal. Drum-	Spartan	SPA 0075	Drum	N/B
Floor Stripper, Pail	Buckeye Juggernaut	331-100	Pail	N/B
Floor Stripper, Pail	Sanco/Betco	336-1840510	Pail	N/B
Bravo Floor Stripper, 5 gal.Pail	Diversey	8381	Pail	$85.99

ITEM	MANUFACTURER	PART NO.	UNIT	UNIT PRICE
Floor Sealer, 4 gallons/case	Spartan Chemical	3029-4	Case	$84.38
Floor Sealer, 5 gal. Drum				
Floor Sealer, AP	Buckeye 1st down	332-500	AP	N/B
Floor Sealer, Pail	Sanco/Betco	336-6070510	Pail	
Floor Sealer, 5 gal. Drum	Diamond Tread	M19035	Drum	N/B
Floor Wax, min 21% solids, 2.5gal., 2/case	Headliner Plus	1489	Case	N/B
Showplace Premium Floor Wax, min 23% solids, 5 gal. Pail	Diversey	8406	Pail	$ 111.99
Floor Wax, min 21% solids, AP	Buckeye Caslteguard	333-400	AP	N/B
Floor Wax, min 21% solids, AP	Buckeye Citation	332-300	AP	N/B
Floor Wax, min 21% solids, AP	Buckeye Cirene	332-700	AP	N/B
Floor Wax, min 21% solids, Pail	Sanco/Betco	336-6600510	Pail	N/B
Floor Wax, min 21% solids, 5 gal. Drwn	Diamond Tread	M18835	Drum	N/B
Gong Brush		485-10-73808-0	Each	N/B

ODOR CONTROL PRODUCTS

ITEM	MANUFACTURER	PART NO.	UNIT	UNIT PRICE
Timemist Classic aerosol dispenser or equal	Timemist	TMS 111TM	Each	$ 23.99
Timemist Classic aerosol refill	Timemist	TMS2960	Each	$ 4.99
Timemist Classic aerosol dispenser - installation & service				
7 oz. Metered Air Freshener, 12/case-list fragrance offered	Chase	5188	Case	$ 49.99

OTHER ITEMS

ITEM	MANUFACTURER	PART NO.	UNIT	UNIT PRICE
Stix Bathroom Cleaner		250-0761200	Case	$ 44.10
Threaded Wood Handle		886-1300	Each	$ 4.99
Merfin Hand Sanitize Wipes		503-200	Case	$ N/B
Blue Cleaner		251-100	Case	$ N/B
Pad Retainer		56941A	Each	$ N/B
Germicidal Det. #CP205, 120/case		485-37-50042-2	Case	$ N/B
Germicidal Sprayer		485-37-50210-5	Each	$ N/B
Germicidal 5 gallon dispenser w/pwnp		485-37-50300-4	Each	$ N/B
Mop Pac Lite, #1802, 720/case		485-55-27007-2	Case	$ N/B
24" Push Broom Head		882-300	Each	$ 18.26
Heavy Duty Cleaner Scrub Pac #105 36/case		485-16-34909-8	Case	$ N/B
Heavy Duty Cleaner Sprayer		485-16-34915-5	Each	$ N/B
Heavy Duty Cleaner 5 gallon dispenser w/pump		485-16-34920-5	Each	$ N/B
New Push/Quart		250-1331200	Case	$ 59.74
Toilet Seat Cover Dispenser		810-100	Each	$ 19.63
Foam Hand Sanitizer Dispenser, Grey		801-1705	Each	$12.80
Foam hand Sanitizer, 6/case		501-68241	Case	$ 79.81
Equity Spray Restorer		334-200	Case	$ 97.74

411

QUEST CLEANING CENTERS, INC.
1570 EAST DRIVE
BEAUMONT TX 77706

TERM CONTRACT for Catalog Pricin
for JANITORIAL SUPPLIES for
Jefferson County
IFB 13-021/JW

10-08-13A08:32 RCVD

SANITARY SUPPLY CO.

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

September 16, 2013

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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 Catalog Pricing for Janitorial Supplies for Jefferson County**
BID NO:	**IFB 13-021/JW**
DUE DATE/TIME:	**11:00 AM, October 8, 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 Clark

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – September 18th and 25th, 2013

IFB 13-021/JW
Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County

Bids due: 11:00 AM, October 8, 2013

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "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 Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

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

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

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

2. 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. 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.

4. 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.

5. 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

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 a 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 Division.

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, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. 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 (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/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 posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. 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 to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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 requested at the time of annual renewal. 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.

4.13 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 shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall 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. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. **Multiple Vendor Award**

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

3. **Delivery**

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

4. **Payment**

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

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

5. **Usage Reports**

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

6. **Insurance**

   The contractor (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, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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 – refer to Section 6 above.

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 Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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 I.1. – I.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, Contract Specialist (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 13-021/JW.

Scope

Jefferson County is asking for sealed bids for a catalog discount on the purchase or janitorial supplies for a year with an option to renew for four (4) additional years. All bids must be submitted on the Bid Sheets provided. **DO NOT BIND OR STAPLE BID PACKET.**

It is likely that **multiple awards** will be made with this bid.

Specifications are for unknown quantities of items to be purchased on an "as needed" basis.

Two (2) current catalogs shall be included with this bid. Upon award of contract you will be asked to supply two (2) catalogs to Jefferson County departments.

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the county. No charge packing list marked with the applicable purchase order number shall be enclosed with each "no charge" shipment.

Based on a review of recent past fiscal years, Jefferson County spends approximately $275,000.00 per fiscal year on janitorial equipment and supplies.

No Guarantee Annual Volume

This is an "open catalog" bid for purchase as funds become available, however, <u>there is no commitment to purchase any given number of products.</u>

Catalog Requirements

Bidder must provide free of charge to the county and county departments two (2) bound catalogs or bound price lists for use in product selection within twenty (20) days after bid is awarded. These bound documents must be clearly labeled on front cover with the name of said bid and beginning and ending contract dates.

Delivery

The County desires to purchase its janitorial products from established merchants **who have goods in stock**, and are prepared to **make delivery within 48 hours**. All delivery and freight charges (F.O.B. Jefferson County various locations listed below) are to be included in bid price. Bidder bears freight charges.

Maintenance Department – Courthouse
1149 Pearl – Basement
Beaumont, Texas 77701
Contact: David Knight, 409-835-8511

Maintenance Department – Subcourthouse
525 Lakeshore Drive
Port Arthur, Texas 77640
Contact: Mark Bernard, 409-983-8307

Correctional Facility
5030 Hwy. 69 South
Beaumont, Texas 77705
Contact: Chief Jeff Theriot, 409-726-2520

Road & Bridge Precinct #1
2205 Hwy. 90
China, Texas 77613
Contact: Robbie Griffin, 409-752-2891

Road & Bridge Precinct #2
7759 Viterbo Road
Beaumont, Texas 77705
Contact: Mike Trahan, 409-960-8200

Road & Bridge Precinct #3
5700 Jade Avenue
Port Arthur, Texas 77640
Contact: Mark Redwine, 409-983-8306

Road & Bridge Precinct #4
7780 Boyt Road
Beaumont, Texas 77713
Contact: Kenneth Minkins, 409-794-2444

Crime Laboratory
5030 Hwy. 69 South, Suite 500
Beaumont, Texas 77705
Contact: Linda Johnson, 409-726-2577

Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705
Contact: Duke Youmans, 409-722-0643

Juvenile Probation
5326 Hwy. 69 South
Beaumont, Texas 77705
Contact: Chief Ed Cockrell, 409-722-7474

Mid-County Office Building
7933 Viterbo Road
Beaumont, Texas 77705
Contact: Frank Adams, 409-960-8200

Mosquito Control District
8905 First Street
Beaumont, Texas 77705
Contact: Kevin Sexton, 409-719-5940

Vendor Profile Information Form

Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.

1. Company Name: Sanitary Supply Company, Inc.

   Address: 6790 college Street

   Beaumont, TX 77707

   Telephone: 409-866-2305 E-mail: sanitary@swbell.net

2. List offices closest to Beaumont.

   Name: _____

   Address: _____

   _____

3. How long has your company done business in Southeast Texas under its existing name? 76 years

4. If the company does not have a local office in Southeast Texas, how does the bidder propose to meet the county's needs?

   _____

   _____

   _____

   _____

5. Does the bidder have personnel who can visit the county when information may be needed or problems resolved? Yes ☒ No ☐

6. Can the bidder provide two (2) catalogs or price list to each department? Yes ☒ No ☐

   If not, what can be provided?

   _____

   _____

   _____

Vendor Profile Information Form (Continued)

7.	Do you have a fax machine for electronic communication purposes with your customers?	Yes ☒	No ☐
8.	Do you accept purchase orders via fax?	Yes ☒	No ☐
9.	Do you have a toll-free telephone number for use by your customers?	Yes ☒	No ☐
10.	Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours?	Yes ☐	No ☒

If yes, please explain:

_____

_____

_____

_____

Bidder Shall Return Completed Form with Offer.

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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:

Sanitary Supply Company, Inc.
Company Name

6790 College Street
Address

Beaumont TX 77707
City State Zip

Signature of Person Authorized to Sign

Larry W. Grantham
Printed Name

President
Title

For clarification of this offer, contact:

Larry Grantham
Name

409-866-2305 409-866-8959
Phone Fax

sanitary@swbell.net
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES 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.

This contract shall henceforth be referred to as Contract No. 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies 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 Shall Return Completed Form with Offer.

Bid Form

CATALOG DISCOUNT: Flat rate of discount you will allow from your current catalog with the below noted exceptions:

20 %

Comments: _____

PRICE LIST DISCOUNTS: Flat rate of discount you will allow from your price list with the below noted exceptions:

20 %

Comments: _____

SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price with the below noted exceptions:

20 %

Comments: _____

EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS

Paper & Liners special pricing on bid.

Dated Purchase Orders

The bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen (15) days following the date of expiration.

Questions concerning the terms and conditions will be directed in writing to the County's purchasing department for receipt no later than 10 calendar days prior to the "bid opening" date. Inquiries must reference the date of "bid opening." Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature: Larry W. Grantham Date: 09-24-2013

Typed Name: Larry W. Grantham

Bid Form (Continued)

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

Company: Sanitary Supply Company Inc.

Sales Contact: David Henderson Phone: 409-781-7667 Cell

Address: 6790 College Street Beaumont, TX

Phone No.: 409-866-2305

Fax No: 409-866-8959

E-mail: sanitary@swbell.net

Employee Identification Number: 1-74-1758466-5

Authorized Signature: Larry W. Henderson

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form 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: Beaumont ISD

Address: 1650 E. Caldwood Beaumont, TX

Contact Person and Title: Terry Sanders Maint. Supervisor

Phone: 409-299-6616 Fax: 409-617-5189

Contract Period: 2007-current Scope of Work: Janitorial supplies

m

REFERENCE TWO

Government/Company Name: City of Beaumont

Address: 801 Main St. Beaumont, TX

Contact Person and Title: Pat Bardwell Purchasing Dept

Phone: 409-880-3720 Fax: 409-880-3747

Contract Period: 03-2013-10-2013 Scope of Work: Janitorial Supplies

REFERENCE THREE

Government/Company Name: City of Baytown

Address: P.O. Box 424 Baytown, TX

Contact Person and Title: Carla Hommel Purchasing Dept

Phone: 281-420-5884 Fax: 281-420-6542

Contract Period: 2007-curent Scope of Work: Janitorial Supplies

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** [X] **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.

Sanitary Supply Company, Inc.
Bidder (Entity Name)

Larry W. Grantham
Signature

6790 College St., P.O. Box 5408
Street & Mailing Address

Larry W. Grantham
Print Name

Beaumont, TX 77726
City, State & Zip

09-24-2013
Date Signed

409-866-2305
Telephone Number

409866-8959
Fax Number

sanitary@swbell.net
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

   Sanitary Supply Company, Inc.

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

   (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.)

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.

   N/A

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.

   N/A

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.

   N/A

7.

Larry W Brantley — September 24, 2013

Signature of person doing business with the governmental entity — 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 contract 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.

Larry W. Grantham
Printed Name of Authorized Representative

Larry W. Grantham
Signature

President
Title

September 24, 2013
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

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

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

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 Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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 Sanitary Supply Company [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.):	1-74-1758466-5
Company Name submitting bid/proposal:	Sanitary Supply Company, Inc.
Mailing address:	P.O. Box 5408 Beaumont, TX 77726
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**
Will give at time of	6790 College Street, Beaumont, TX 77707
awarded when needed	

* 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 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 Texas COUNTY OF Jefferson

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

on this day personally appeared Larry W. Grantham (name), who

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

"I, Larry W. Grantham (name) am a duly authorized officer of/agent

for Sanitary Supply Company, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Sanitary Supply Company, Inc. (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: Sanitary Supply Company, Inc.

6790 College Street, Beaumont, TX 77707

Fax: 409-866-8959 Telephone# 409-866-2305

by: Larry W. Grantham (print name) Title: President

Signature: Larry W. Grantham

SUBSCRIBED AND SWORN to before me by the above-named Larry W. Grantham on

this the 24th day of September, 2013.

Tina Byrd

Notary Public in and for the State of Texas

TINA BYRD
MY COMMISSION EXPIRES
June 12, 2017

Bidder Shall Return Completed Form with Offer.

Client#: 5529 SANSUP

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/24/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Phyllis Rice	
J. S. Edwards & Sherlock Insurance Agency, LLP P. O. 22237 Beaumont, TX 77720	PHONE (A/C, No, Ext): 409 951-3921	FAX (A/C, No): 409-833-1721
	E-MAIL ADDRESS: phyllis@edwardsandsherlock.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Republic Lloyds	19208
INSURED Sanitary Supply Co. Inc. P.O. Box 5408 Beaumont , TX 77726	INSURER B : Southern Insurance Company	19216
	INSURER C : Texas Mutual Ins. Co.	22945
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			5537541	06/01/2013	06/01/2014	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			5537542	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR			5537692	06/01/2013	06/01/2014	EACH OCCURRENCE	$2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$2,000,000
	[ ] DED [X] RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001253240	06/01/2013	06/01/2014	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y]	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Johnnie Grantham, Secretary

Additional Insured in favor of the Certificate Holder with respects to the Commercial General Liability and Auto Liability Coverages as required by a written contract.

CERTIFICATE HOLDER	CANCELLATION
Jefferson County Purchasing Department Attn: Deborah L. Clark 1149 Pearl Street Beaumont, TX 77701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cyndy Thornbrough

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PJR

10-07-13A09:17 RCVD

SANITARY SUPPLY COMPANY, INC.
P.O. BOX 5408
BEAUMONT, TEXAS 77726-5406

TD

Catalog Pricing for Janitorial
Supplies for Jefferson Cty
IFB 13-021/JW 11:00 AM,
October 8, 2013
Jefferson Cty Purchasing Dept.
1149 Pearl St. 1st Floor
Beaumont, TX 77701

BID FOR UNIT PRICE CONTRACTS

Place: Jefferson County, Texas

Date: October 8, 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~~ ~~xxxx

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% @ Seventy five thousand dollars and no cents ——— per lump sum.	75,000.00	75,000.00
2	3	ACRE	Clearing and grubbing, complete and in place, as identified in the Plans and Specifications @ Three thousand Six hundred sixty one dollars and eight cents ——— per acre.	3,661.08	10,983.24
3	19,250	CY	Channel Excavation, complete and in place @ Seven dollars and fifty one cents ——— per cubic yard.	7.51	144,567.50
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 @ One million seven hundred fifty five thousand thirteen dollars and twenty three cents per lump sum.	1,755,013.23	1,755,013.23

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 @ Two hundred eighty nine thousand seven hundred dollars and fifty five cents per lump sum.	289,700.55	289,700.55
6	11,280	SY	Construction of Concrete Channel Liner, 6" thick bottom and 6" thick slopes, complete and in place @ Sixty one dollars and thirty five cents ——— per square yard.	61.35	692,028.00
7	500	LF	Fencing, including construction of Temporary Safety Fencing with Signage, all complete and in place @ five dollars and ninety seven cents ——— per linear foot.	5.97	2,985.00
8	4,000	LF	Trench Safety System, all complete and in place @ Zero dollars and twenty five cents ——— per linear foot.	0.25	1,000.00
9	3	ACRE	Grading and Seeding, and other surface restoration, all complete and in place @ Seven thousand four hundred ninety three dollars and seventy five cents ——— per acre.	7,493.75	22,481.25
10	1	LS	Stormwater Pollution Prevention Plan compliance, all complete and in place @ five thousand two hundred ninety nine dollars and fifty cents ——— per lump sum.	5,299.50	5,299.50

TOTAL BASE BID Two Million nine hunded ninety nine thousand fifty eight — dollars and twenty seven cents Base Bid. ($2,999,058.27)

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 @ One hundred sixty one thousand Twenty five dollars and no cents per each.	161,025.00	161,025.00

TOTAL ALTERNATE BID 1D:
One hundred sixty one thousand twenty five both
Dollars and,
zero Cents ($161,025.00).

(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. 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 OCTOBER 8, 2013.

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 (SEAL)

(Corporation Name)

TEXAS (State of Incorporation)

By _____ (SEAL)

T.W. HARRISON

ALLCO, L.L.C. TEXAS

(Name of Person Authorized to Sign)

PRESIDENT

(Title)

(Corporate Seal)

ALLCO, L.L.C. TEXAS

Attest Jackie Christopher

Business address: PO BOX 3684

BEAUMONT, TEXAS 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 TEXAS

County of JEFFERSON

T.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 DD #7 (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

ALLCO, L.L.C. TEXAS

Subscribed and sworn to me this 8TH day of OCTOBER 2013.

By: _____
Notary Public

My commission expires MAY 21, 2016

JACQUELINE CHRISTOPHER
Notary Public, State Of Texas
My Commission Expires
05-21-2016

Grantee/Subrecipient: Jefferson County DD #7
Include this document in all applicable bid packets.

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 Date: OCTOBER 8, 2013

Authorized Representative Name: T.W. HARRISON - PRESIDENT

Signature: T W Harrison

ALLCO, L.L.C. TEXAS

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILTIES

ALLCO
Name of Prime Contractor

Re-Bid
Jefferson County Drainage District #7
Ditch, Main B Diversion
IFB 13-022/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

ALLCO, L.L.C. TEXAS

OCTOBER 8, 2013
Date

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 that $100,000 for each such failure.

Signed: _____ Date: OCTOBER 8, 2013
T.W. HARRISON

Title: PRESIDENT

ALLCO, L.L.C. TEXAS

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF HANDICAPPED STATUS

The ALLCO does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) ALLCO

(Address) PO BOX 3684

BEAUMONT, TEXAS 77704

City State Zip

Telephone Number (409) 860 - 4459 Voice

(409) 860 - 3857 TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Allco as PRINCIPAL, and Travelers Casualty and Surety Co. of America as SURETY are held and firmly bound unto Jefferson Co. Drainage District No. 7 hereinafter called the "Owner", in the penal sum of **Five Percent of the Greatest Amount Bid** Dollars, ($ **5%ofGAB**), 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 October 8th, 2013, for Hurricane Ike/Dolly Round 1 Critical infrastructre Project, Diaster Recovery Division, Drainage District No. 7 ditch rehabilitation, Main B Diversion Grantee Contract No. DRS010219

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 8th day of October, 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.

Allco (SEAL)

Attest: Jackie Christopher By: (SEAL)

T.W. Harrison/President

Affix Corporate Seal

Attest: _____ By: Travelers Casualty and Surety Co. of America

Affix Corporate Seal

Attest: _____ By: K. Scott Miller

Christina Stafford/Witness 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.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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. 005542381

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.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of June, 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 27th day of June, 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 CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

463

10-08-13A10:38 RCVD

ALLCO
P.O. BOX 3684
BEAUMONT, TEXAS 77704

** BID DOCUMENTS **

RE-BID JEFFERSON COUNTY DRAINAGE DISTRICT
NO. 7 DITCH, MAIN B DIVERSION
BID NO. IFB 13-022/KJS

11:00 AM, OCTOBER 8, 2013

JEFFERSON COUNTY PURCHASING DEPARTMENT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TEXAS 77701

BID FOR UNIT PRICE CONTRACTS

Place: Jefferson County, Texas

Date:

Project No.: P00939

Proposal of Mason Construction, Ltd (hereinafter called Bidder), a ~~corporation~~ organized under the laws of the State of Texas /a partnership/an ~~individual~~ doing business as Mason Construction, Ltd. (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 200 **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. 1 Dated 10/3/2013 Received
Addendum No. ____ Dated ____ Received
Addendum No. ____ Dated ____ Received
Addendum No. ____ Dated ____ 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% @ TWO HUNDRED FIFTEEN THOUSAND DOLLARS per lump sum.	$215,000	$215,000
2	3	ACRE	Clearing and grubbing, complete and in place, as identified in the Plans and Specifications @ TWO THOUSAND SEVEN HUNDRED DOLLARS per acre.	$2,700	$8,100
3	19,250	CY	Channel Excavation, complete and in place @ ~~FIVE~~ FOUR DOLLARS AND SEVEN CENTS per cubic yard.	$4.07	$78,347.50
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 @ ONE MILLION SIX HUNDRED SIXTY THOUSAND DOLLARS per lump sum.	$1,660,000	$1,660,000

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 @ NINE HUNDRED EIGHTEEN THOUSAND DOLLARS per lump sum.	$918,000	$918,000
6	11,280	SY	Construction of Concrete Channel Liner, 6" thick bottom and 6" thick slopes, complete and in place @ EIGHTY-TWO DOLLARS AND FIFTY CENTS per square yard.	$82.50	$930,600
7	500	LF	Fencing, including construction of Temporary Safety Fencing with Signage, all complete and in place @ FIFTY-ONE DOLLARS AND SIXTY CENTS per linear foot.	$51.60	$25,800
8	4,000	LF	Trench Safety System, all complete and in place @ TWO DOLLARS AND FORTY CENTS per linear foot.	$2.40	$9,600.00
9	3	ACRE	Grading and Seeding, and other surface restoration, all complete and in place @ THREE THOUSAND DOLLARS per acre.	$3,000	$9,000
10	1	LS	Stormwater Pollution Prevention Plan compliance, all complete and in place @ THIRTY-NINE THOUSAND DOLLARS per lump sum.	$39,000	$39,000

TOTAL BASE BID THREE ~~HUNDRED~~ MILLION EIGHT HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED FORTY-SEVEN dollars and FIFTY cents Base Bid. ($3,893,447.50)

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 @ EIGHT HUNDRED EIGHTEEN THOUSAND DOLLARS per each.	$818,000	$818,000

TOTAL ALTERNATE BID 1D:
THREE MILLION SEVEN HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED FORTY-SEVEN ~~Dollars~~ and, FIFTY Cents ($ 3,793,447.50).

(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% G.A.B. 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.

(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 10/8, 2013.

If BIDDER is:

An Individual

By _____ (SEAL)

(Individual's Name)

doing business as _____

Business address: _____

_____

Phone No.: _____

A Partnership

By MASON CONSTRUCTION, LTD. (SEAL)

(Firm Name)

MASCONB, LLC

(General Partner)

Business address: 6285 WALDEN RD.

BEAUMONT, TX 77707

Phone No.: 409-842-4455

A Corporation

By _____ (SEAL)

(Corporation Name)

_____ (State of Incorporation)

By _____ (SEAL)

(Name of Person Authorized to Sign)

_____

(Title)

(Corporate Seal)

Attest_____

Business address:_____

_____

Phone No.:_____

Date of Qualification to do business is_____

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.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Mason Construction, Ltd. as PRINCIPAL, and Hartford Fire Insurance Company, as SURETY are held and firmly bound unto Jefferson County, Texas hereinafter called the "Owner", in the penal sum of Five Percent of the Greatest Amount Bid Dollars, ($5% of G.A.B.), 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 October 8, 2013, for Re-bid Jefferson County Drainage District No. 7 Ditch Main B Diversion - IFB 13-022/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 8th day of October, 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.

(SEAL)

Mason Construction, Ltd.

~~Attest:~~ WITNESS: _____ By: _____ (SEAL)

Affix Corporate Seal

Attest: _____ By: _____

Affix Corporate Seal

Hartford Fire Insurance Company

Attest: _____ By: _____

Mary Rifaat, Surety Assistant — Beverly A. Ireland, Attorney-in-Fact

Countersigned By _____

Roxanne G. Hebert

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Mary Bess Townsend, certify that I am the Assistant Secretary of the Corporation named as Principal in the within bond; that Robert I. Chapman, who signed the said bond on behalf of the Principal was then Treasurer of said corporation; that I know his signature, and his signature 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.

Corporate Seal

Mary Bess Townsend
Assistant Secretary

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

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 61-611785**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

Bruce C. DeHart, Edward L. Moore, David R. Groppell, Lori Ellis, Roxanne G. Hebert, Sharen Groppell, Gary L. Timmons, Mary M. Rifaat, Beverly A. Ireland
of
Spring, TX

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 8, 2013 .

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

Inquiries Regarding Claims

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company
Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford insurance Company of the Midwest
Hartford Insurance Company of the Southeast

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number	:	888-266-3488
Fax - Claims	:	860-757-5835 or 860-547-8265
E-mail	:	claims@1stepsurety.com
Mailing Address	:	The Hartford The Hartford Fidelity & Bonding (BOND) Hartford Plaza 690 Asylum Avenue Hartford, CT 06115

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: Mason Construction, Ltd. Date Organized: 1939

Address: 6285 Walden Rd. Bmt, TX 77707 Date Incorporated: N/A

Number of years in contracting business under present name 26 Years

CONTRACTS ON HAND:

Contract	Amount $	Completion Date
Oneok Hydrocarbons	4.2MM	Feb. 2014
Valero Refinery/Port Arthur	16MM	Ongoing
Jefferson Refining	10 MM	Ongoing

Type of work performed by your company: Industrial Civil, Piling, and Structural

Number of years experience in this type of construction: 74 Years

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

List at least five (5) projects of a similar nature completed by your firm in the past five (5) years (attach additional pages if necessary):

Contract	Amount $	Mo/Yr Completed
Please see the attached resume of projects.		

Major equipment available for this contract:

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: $ 40,000,000.00 Bank reference: Bill Darling - (409) 880-1215

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Jefferson County Drainage District #7 in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 7th day of October, 20 13.
By:(signature) Amy Beal Title: HR & Safety Coordinator
(Print name) Amy Beal

Contractor Summary of Experience

Owner	Location	General Contractor/ Architect/Engineer	Contract Amount	Description of Work	Year
Air Products 1801 Gulfway Drive Port Arthur, Texas 77640 John Wiekel 409-982-8600	Port Arthur, TX	Prime Contractor	$3,514,000 $1,154,000 $440,000 $200,000	Piling and site preparation for Hydrogen Facility Piling and civil construction for OSBL Final grading and yard work for Valero Facility AP2 Site work @ Valero	2005 2006 2006 2011
Archer Daniels Midland Company P.O. Box Galveston, Texas 77553 Jason Weber 409-763-6443	Galveston, TX	Prime Contactor	$332,000	Miscellaneous Civil & Structural Steel	2008-2009
BASF Fina/Sabina P. O. Box 2506 Port Arthur, TX 77643 John J. Cattuma 409-960-5353	Port Arthur, TX	Prime Contractor	$910,000 $54,000	Ethane Import Project Quench Oil Pumps Foundation	2011-2012 2012
			$329,000 $206,000 $257,000 $65,500 $849,000 $125,500 $74,900 $217,100	Area 5 E-1501 DR.D. E FDNS & Area 1 Poly Fractionator Steam Project, piling, Structural steel Foundations for unit 241 - civil & piling Foundation for J-120 Tank Steam Project Steel Water Line Pipe Support Roadway Repairs Ethane Import Project – Piling/Structural Steel	2008 2008 2008-2009 2010 2010 2010-2011 2011 2012
		Newtron, Inc. Nederland, TX	$21,000	Demo, excavation, backfill & trenching	2007-2008
BASF – Beaumont	Beaumont, TX	Prime Contractor	$50,500 $63,400	Firewater Line Repair Well site Laydown Yard	2012 2012

Contractor Summary of Experience

Owner	Location	General Contractor/ Architect/Engineer	Contract Amount	Description of Work	Year
BASF – Freeport	Freeport, TX	Prime Contractor	$635,783	C-002 Clarifier Foundations/Piling	2012
Bay, Ltd. Corpus Christi, TX	Corpus Christi	Prime Contractor	$413,000	Steam line & HCN Line Support Augercast Piles	2012
Bostco La Porte, TX	La Porte, TX	Tellepsen Industrial La Porte, TX	$3,328,000	Pipe and Concrete Pile for New Pipe Rack	2012
Cameron LNG Hackberry, LA	Hackberry, LA	Overland Contracting Kansas City, MO	$2,147,000	BOG Liquefaction Project Civil & Piling	2012
Chevron USA, Inc. P. O. Box 701 Port Arthur, TX 77640 Steve McQueen 409-985-0868	Port Arthur, TX	Prime Contractor	$10,000 $12,000,000	Road Repairs Flood Protection Project	2009 2011-2013
		Zachry Construction Mont Belvieu, TX	$484,000 $119,000	Installation of augercast piles Install auger cast piles for 1741 benzene coalescar & augercast piles for 1544 analyzer	2006 2007
		Turner Industries	$1,050,000	Civil and piling work at Chevron Phillips	2007

Contractor Summary of Experience

Owner	Location	General Contractor/ Architect/Engineer	Contract Amount	Description of Work	Year
		Nederland, TX			
		Conex Beaumont, TX	$329,000	Upgrade Quench Tower civil & piling	2008
		Echo Maintenance Nederland, TX	$86,000	Stress management project	2008
		Southeast Texas Industries Beaumont, TX			
		D.E. Rice Construction Borger, TX	$367,000	Sheet Piling and Augercast	2010
CB&I Constructors, Inc. 350 Pine Street, Ste 400 Beaumont, TX 77701 John Ayers 409-980-6985	Beaumont, TX	Prime Contractor	$66,000 $724,000 $19,000	Demo, new compressor foundation & paving Laydown yard, crane foundation & paving Miscellaneous civil	2008 2008 2009
Duco, Inc. 16661 Jacintoport Blvd. Houston, TX 77015	Houston, TX	Prime Contractor	$407,500 $675,000	Dock Repairs and Improvements Land and Water Piling	2009-2010 2009-2011
E.I. DuPont de Nemours P. O. Box 1089 Orange, TX 77631 Butch Williams 409-886-9441	Orange, TX	Evanco Environmental Chester, VA 23831 Evanco Environmental Chester, VA 23831	$148,000 $79,000 $98,000 $340,000 $156,000 $453,000	Storage Containment Upgrade to tank dike Slab repair for warehouse Emissions Capacity Tank Seal Slab Stabilize and drain area	2010 2010-2011 2010-2011 2010-2011 2011 2006

Contractor Summary of Experience

Owner	Location	General Contractor/ Architect/Engineer	Contract Amount	Description of Work	Year
ExxonMobil P. O. Box 2788 Beaumont, TX 77704 Nate Fonesbeck 702-287-6724	Beaumont, TX	Prime Contractor	$216,000 $1,311,000 $130,000 $294,000 $120,000 $394,000 $1,152,000 $875,000 $360,000 $790,000 $3,900,000 $4,684,000 $2,933,000 $600,000	Miscellaneous maintenance work, main gate piling Demo, excavation, repairs, foundations, piping C-308 KO Drum foundations & augercast piles Foundations, drainage, pipe repairs - civil & piling Demo, repairs, install augercast piles & civil Emergency Pipe Repair Road and Drainage Ditch work on 4th St USC-2 to USC-1 Transfer Line Main Lift Crane & River Bank Survey South Plan OMCII Pipe Crossing T&M Plant work South County Road Flood Protection Project Wharf Area Flood Protection Project BMRF Biodistillate Project – Civil, Piling, & Structural	2007 & 2009 2007-2008 2008 2009 2009 2010 2010-2011 2011 2012 2012 2012 2012 2012-2013 2012-2013
		Worley Parsons Houston, TX	$14,269,000 $1,678,000	Flood protection enclosure system, civil, piling Flood protection sandbag protection	2009 2009
		Jacobs Field Services	$3,414,000 $304,000 $3,975,000	Nox Sulfur Recovery Civil Project & Piling Excavate, demo, install concrete foundations at FCCU MSAT 2 Site work & piling	2007-2008 2007 2009-2011
		APAC Beaumont, TX	$136,000	Main gate relocation - Piling	2009
		Wilder Construction Everett, WA	$674,000 $716,000	Concrete foundations for BCIV Project WMA2 Closure Project	2005-05 2005
		D.E. Harvey Builders Houston, TX	$175,000 $472,000	Remodel Admin Building Office Complex Site Work	2010-2011 2010-2011

Contractor Summary of Experience

Owner	Location	General Contractor/ Architect/Engineer	Contract Amount	Description of Work	Year
Flint Hills 4241 Savannah Ave Port Arthur, TX 77640		Prime Contractor	$538,000 $55,000 $68,000 $103,000 $200,000 $640,000 $105,000 $435,000 $317,000	Piling & Civil work for Flare Gas Project Benzene Tank Foundation Asphalt Parking Lot Aromatic Unit Locker Room Project Laydown Yard Tent Area OSBL Norm Wash Pad Front Gate Addition LOU Core in Kettle Foundations & Augercast Pile Misc T&M Civil Work	2010-2011 2012 2012 2012 2012 2012 2012 2012 2012
		HMI, Inc. Beaumont, TX	$292,000	Foundation for Tanks	2011
Goodyear Tire & Rubber IH 10 South @ Smith Rd. Beaumont, TX 77705 Pam Richards 409-794-5457	Beaumont, TX	Prime Contractor	$224,000	US1400 Substation, Steel erection & civil	2009
Gerdau Ameristeel P. O. Box 3869 Beaumont, TX 77704 John Avery 409-769-1948	Beaumont, TX	Prime Contractor	$597,000	Parking lot, road work, miscellaneous civil construction	2005
Huntsman P.O. Box 4980 The Woodlands, TX 77387 Gary George 409-723-3202	Port Neches, TX Conroe, TX	Prime Contractor	$90,000	Fire Pond Sheet Piling	2010
		Conex International Beaumont, TX	$682,000	Civil work for E4 expansion and turnaround	2007-2008

Owner	Location	General Contractor/ Architect/Engineer	Contract Amount	Description of Work	Year
		Gemma Power Glastonbury, CO	$838,000 $450,000 $283,000	Pre-Cast Concrete Pile Driving Concrete Pile Placement – Train 2 Biodiesel Project Pile Driving for Storage Tanks – Biodiesel Project	2008 2008 2008
		STI Bridge City, TX	$1,104,000	Substation L Demo and Concrete Work	2012
Invista 2739 FM 1006 Orange, TX Troy Leach 409-883-8411	Orange, TX	STI	$292,000	R&D Pilot building foundations	2009
Kmtex, Inc. 2450 S. Gulfway Dr. Port Arthur, TX	Port Arthur, TX	D.M.E. Industrial Port Arthur, TX	$366,920	Augercast Piles	2012
Lanxess Energizing Company 111 Ridc Park West Drive Pittsburgh, PA 15275	Orange, TX	Prime Contractor	$115,000 $209,000	Install auger cast piling Upgrade & repair metal building	2006 2009
Lucite International Highway 347 Nederland, TX Dilwyn Williams 409-749-3431	Nederland, TX	AkerKvaerner LaPorte, TX 77571	$1,939,000	Demolition, civil, & structural for Phase 1B pipe rack	2006 - 2007
		Echo Maintenance	$965,000 $1,995,000	HCN Cooling Tower MAA Facility Upgrade and Site Clearing	2012 2012-2013

Contractor Summary of Experience

Owner	Location	General Contractor/ Architect/Engineer	Contract Amount	Description of Work	Year
Martin Gas Sales #1 Gulf States Rd. Beaumont, TX 77705 Joel Harrington 409-835-6172	Beaumont, TX	Prime Contractor	$243,000	Miscellaneous civil	2009
			$1,878,000	Neches Prill Pad Expansion	2009
			$75,000	Ammonia Pipeline	2009
			$93,000	Degasser Piles and Foundation	2012
			$87,500	5kv Platform Foundation and Augercast Piles	2012
			$237,895	Tank Ring at Tank C-122	2012
MeadWestvaco P. O. Box 816 Silsbee, TX 77656 Kirk Stratton 409-276-3357	Silsbee, TX	Prime Contractor	$187,000	Piling & miscellaneous civil	2008
			$672,000	Foundations & drilled shafts, civil, piling & structural steel, surveying, crane rail surveying & tank piles	2008
Miscellaneous Projects	Beaumont, TX	Prime Contractor	$108,000	Rail yard improvements	2008
	Port Arthur, TX	Prime Contractor	$86,000	Install misc foundations - ISP Plant	2008
	Port Arthur, TX	Prime Contractor	$297,000	Foundations & auger cast piling - Ineos Phenol	2008
	Beaumont, TX	Prime Contractor	$894,000	Excavation & paving - Douguet Diamond D Ranch	2009
	Beaumont, TX	Prime Contractor	$136,000	Storm restoration - Entergy Texas - Sabine Station	2009
	Beaumont, TX	SETEX Construction Corp.	$322,000	Renovation work to Lamar University Stadium	2010
	Beaumont, TX	Prime Contractor	$1,311,000	Pump Station Repair for Jefferson County, TX	2010
	Pasadena, TX	REL-Chem, LLP	$1,928,000	Piling and civil for Targa Midstream Services	2011
			$1,312,000	Excavation and Compression for Cavern Facility	2011
	Jasper, TX	Prime Contractor	$1085,000	Glycol Plant in Jasper	2011
Motiva P. O. Box 712 Port Arthur, TX 77640 Steve Sanders 409-989-9347	Port Arthur, TX	Prime Contractor	$993,000	Install Berth 2 pipe rack piling structural steel & civil	2007-2008
			$250,000	Install transmission tower foundation	2008
			$921,000	VPS4 Laydown site preparation	2008
			$676,000	Hurricane Ike cleanup	2008
			$1,720,000	Tank 2127 foundations & piling	2009

Owner	Location	General Contractor/ Architect/Engineer	Contract Amount	Description of Work	Year
			$142,000	Foundations PS3 operator shelters	2009
			$131,000	Miscellaneous civil & piling	2007-2009
			$73,000	Tank grouting	2008
			$864,000	Heavy haul road clearing, demo & civil	2008
			$2,320,000	Sheet Pile for Reservoir 7	2011
			$934,930	25' Wide Asphalt Road	2012
			$340,000	Grading and Drainage Project	2012
			$13,300,000	Crude Expansion Project Final Roads and Grading	2012
		HMT, Inc. Beaumont, TX	$76,000	Grading tank 21657	2008
		Conex Beaumont, TX 77720	$1,621,000	Pipe excavation API Separator Area	2007-2009
			$1,300,000	Drain pipe excavation & LSP2 Sump Pipe	2008-2009
			$311,300	API separator concrete demo & augercast piling	2008-2009
			$94,200	Cooling tower 723 & piperack	2008-2008
			$172,800	CRU4 Trunaround augercast piling	2008-2009
		Bechtel Jacobs JV Port Arthur Refinery	$41,126,000	Crude expansion project & early works - civil & piling	2007-2009
			$2,389,000	HTU offsite Civil Work	2007
			$17,227,000	CEP project - piling, foundation, civil work Pump House 27	2008
			$1,837,000	Piling Work	2010
		ABClean Environmental North Brunswick, NJ	$9,537,000	DCUII Environmental work, exploritory excavation, sheet piling, API pipe rack & miscellaneous civil work	2007-2009
		Echo Maintenance Nederland, TX	$2,007,000	Marine Upgrade Phase I – IV	2011-2012
			$890,000	Filtered Water Piping Project	2012
		Newtron, Inc. Nederland, TX	$385,000	Miller Tank Farm KVT pipe line	2009
			$9,000	75' Duct bank, trench, red concrete & backfill	2009

Contractor Summary of Experience

Owner	Location	General Contractor/ Architect/Engineer	Contract Amount	Description of Work	Year
		Wilson & Company Ft. Worth, TX	$864,000	Heavy Haul Road	2008
		Boh Brothers Construction Co. Port Arthur, TX	$45,000	Cutoff Pile for B Rack & H Rack	2008-2009
		Jacobs Field Services Port Arthur, TX	$3,776,000	OSBL & HTU5 civil foundaitons	2006-2008
Oil Tanking Highway 347 Beaumont, TX 77707 Andre Sayes 409-835-5381	Beaumont, TX	Prime Contractor	$39,000 $42,000 $128,000 $128,000 $74,000 $179,000 $1,292,000 $85,200 $502,750	Grading & drainage, install base Road repairs after Hurricane Ike Grade tank bottoms Foundations, roads & structural steel for bridge Grade tank bottoms Road work for Tanks Tank containment and demo Dashiel 69KV-34.5KV Substation Site Preop Equipment Access Road	2008 2008 2009 2009 2009 2010 2011 2012 2012
	Port Neches, TX	Prime Contractor	$705,750	280' Diameter Tank Ring	2012
ONEOK, Inc. 100 W 5th St Tulsa, OK Joshua Roegiers 405-255-5863	Mont Belvieu, TX	Prime Contractor	$702,000	West Winfree Station Civil and Structural Steel	2012
		Burns & McDonnell Kansas City, MO	$843,000 $4,087,200	Canal Lift Station OSBL & Offsite Foundations	2012 2012

Contractor Summary of Experience

Owner	Location	General Contractor/ Architect/Engineer	Contract Amount	Description of Work	Year
Print Pack, Inc. Randy Day 409-883-1576	Groves, TX	Prime Contractor	$36,000 $70,000	Compressor skid foundation New cooling tower, foundation, paving, grating	2008 2009
Port of Beaumont Beaumont, TX Sam Serio 409-835-5367	Beaumont, TX	Shawcorp Pipe Protection Houston, TX	$937,000	Grading & drainage improvements for Shawcor Pipe Ptotection's concrete weight coating facility preparing for ExxonMobile's LNG project	2007
Port of Port Arthur Port Arthur, TX Ronnie Hicks 409-983-2029	Port Arthur, TX	CH2M Hill	$427,000	New Command Center	2005
RefChem 702 FM 523 Rd Freeport, TX	Freeport, TX	Prime Contractor	$1,300,000	Freeport LNG T&M Work	2012
Terra Biochem 1732 Moore Rd. Beaumont, TX Tom Bass	Jasper, TX	Prime Contractor	$1,575,000	Glycol Plant	2012
Temple Inland P. O. Box N Diboll, TX 75941 Frank Fraccastoro 409-746-7236	Silsbee, TX	Prime Contractor	$2,388,000 $225,000 $873,000 $443,000 $128,000	Install rail beds for new longwood system Installation of firewater piping Miscellaneous foundations, light pole foundations Kiln 5 & cooling shed & misc foundations Slab for hopper, chip chute, road to hopper	2007 2008 2008 2009 2009
	Pineland, TX	Prime Contractor	$364,000	Kiln 5 and Cooling Shed	2009

Contractor Summary of Experience

Owner	Location	General Contractor/ Architect/Engineer	Contract Amount	Description of Work	Year
	Orange, TX	Prime Contractor	$294,000	Road repair and raising	2010
			$463,000	Sludge Pit Foundation	2010
			$208,000	Wood Yard/Screen House Road Repairs	2012
TOTAL Petrochemicals P. O. Box 849 Port Arthur, TX 77640 Mark Ramsey 409-963-6934 Wes Huff 409-963-6043 Wes Loper 409-962-4421	Port Arthur, TX	Prime Contractor	$112,000	Demo & excavation of foundations	2009
			$403,000	DCP auger cast piling	2009
			$821,000	Trailer relocation, firewater pipe, paving, tank install	2009
			$225,000	Miscellaneous civil & piling	2008-2009
			$667,000	Paving and slab work	2010
		Echo Maintenance Nederland, TX	$480,000	Oil and Crude Mixing Project	2010
			$947,000	DCP Paving	2011
		Newtron, Inc. Nederland, TX	$208,500	Lighting dissipator pole piles	2009
		ASI Mechanical Vidor, TX	$112,000	H2 Recovery proj - Aromatics debottlenecking	2008 2009
			$23,000	TPC No 2 Dock Foundations	2009
		Fluor Sugarland, TX	$13,038,000	DCP Piling	2008-09
			$15,343,000	Miscellaneous civil, site prep, structural steel work	2008-09
			$19,744,000	Miscellaneous civil, site prep, structural steel, & piling	2010
Wilson Storage Facility Boling, TX	Boling, TX	Beard Construction, LLC Baton Rouge, LA	$532,000	Wilson Storage Facility Foundation Sheet Pile	2012
Valero Refining P. O. Box 7837 Port Arthur, TX 77640 409-985-1559 Kenneth Bouillion 409-985-1720	Port Arthur, TX	Prime Contractor	$590,000	Coker wall panels & access platform	2008
			$318,000	CT554, CT432 & CT363 foundations & piles	2008
			$15,734,000	Area 7 pipe rack, civil piling & structural	2008
			$3,969,000	Bathtub for Technip	2008
			$698,000	Warehouse slab & piles	2008
			$461,000	CT354, CT433 & CT360 foundations & piles	2008

Contractor Summary of Experience

Owner	Location	General Contractor/ Architect/Engineer	Contract Amount	Description of Work	Year
			$862,000	Salt water intake & defluorinator civil, piling & steel	2008
			$285,000	HDPE trusts, pipe install & retaining wall sheet piles	2008
			$566,000	C1244 Bleach Slab, C233 T support, timber & sheet pile	2008
			$4,995,000	KCS Dock, road work, exploratory, civil & piling	2008-2009
			$684,000	CO2 tank, HDPE line & Alky Control Rm, civil & piling	2009
			$678,000	Miscellaneous foundations - civil & piling	2009
			$153,000	PS475 Pipe rack foundation	2009
			$77,000	MSAT Heavy haul line	2009
			$347,000	Flare 13 exploratory, foundations, grade, paving - civil	2009
			$567,000	PS-475 Levee work	2010
			$721,000	Foundation for flare civil and piling	2010
			$375,000	HDPE Line	2010
			$115,000	Demo Piers at Lube Complex	2010
			$972,000	Civil work for Pipe Rack	2010
			$4,500,000	Miscellaneous civil, piling, and structural	2010
			$1,900,000	FGRU Exploratory, civil, and piling	2010-2011
			$268,000	PS-2 SUBSTATION PILING PORTION	2010
			$223,000	SALTGRASS SUBSTATION PILING PORTION OF 10-467	2010
			$3,275,000	Piperack civil and piling	2011
			$2,353,000	Rock Access to tanks	2011
			$312,000	Concrete Demo & UG Investigative	2011
			$432,000	Bathtub for Airproduts	2011
			$1,500,000	Flare gas recovery civil	2011
			$521,000	Foundation for HCU Expansion	2011
			$5,630,000	Miscellaneous civil, piling, and structural	2011
			$1,991,000	Augercast and Timber Pile Praxair	2011-2012
			$209,000	PS2 Structural Steel	2011-2012
			$1,875,985	Piperack 01, 33, 34 foundations and civil portion	2012
			$8,500,000	Miscellaneous civil, piling, and structural	2012
			$704,000	HF Mitigation Project	2013

Contractor Summary of Experience

Owner	Location	General Contractor/ Architect/Engineer	Contract Amount	Description of Work	Year
		A&B Builders	$161,000	PS-2 BUILDING FDN	2010
		Beaumont, TX	$142,000	PS-2 SITE PREP PORTION	2010
		Dashiell Corporation	$235,000	Valero Transmission Lines	2011-2012
		Houston, TX	$430,000	230/69kv South Sub Station	2011-2012
			$867,000	South 230kv Sub Station	2011-2012
		Richard Construction, Inc	$415,000	Cold Feed Pump Civil & Piling	2011-2012
		Beaumont, TX	$1,472,000	WWTU 8742 – Desalter Effluent Treatment Facility	2012
		Echo Maintenance	$206,000	Area 29 Firewater Piping	2008
		Nederland, TX	$192,000	GFU-243 F337 Rich Amine Flash Drum	2009
			$117,000	Tank Farm 441 & 443 cable tray - civil & piling	2009
			$14,000	PS-2 Piping & CO2 UG Piping	2009
			$347,000	Piperack 200 Foundation Piling and Civil	2010
			$377,000	Firewater Excavation and Backfill	2010
			$600,000	Canadian Pipeline Extension Piling and Civil	2010
			$612,000	Foundation civil work	2010
			$675,000	Canadian Crude Expansion	2011-2012
			$48,000	Vpar Crude Expansion	2011-2012
			$36,000	Cable Tray Supports	2011-2012
			$267,000	Oxygen Lines	2012
			$393,000	Helical Pile Piperack 31	2012
	Texas City, TX	DeJean Co.	$185,000	Installation of Augercast Piles	2008
		Deer Park, TX			
		Driver Pipeline Company	$76,000	Install Timber piles	2009

Contractor Summary of Experience

Owner	Location	General Contractor/ Architect/Engineer	Contract Amount	Description of Work	Year
	Mckee, TX	Burns and McDonnell Kansas City, MO	$1,335,000 $2,248,000 $1,044,000	Heart cut Reformate Project Benzene Storage Tank Sitework Miscellaneous Civil and paving	2010 2010 2010-2011
Westvaco Texas, LP P.O. Box 816 Silsbee, TX 88767	Silsbee, TX	Prime Contractor	$672,000	Foundations & drilled shafts, civil, piling & structural steel, surveying, crane rail surveying & tank piles	2008

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of Jefferson

Chad Mason, being first duly sworn, deposes and says that:

(1) He is VP of Administration of Mason Construction, Ltd., 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 DD #7 (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) _____

VP of Administration
Title

Subscribed and sworn to me this 7th day of October 2013.

By: Robert I. Chapman
Notary Public

My commission expires 09/04/2015

ROBERT I. CHAPMAN
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
09-04-2015

Grantee/Subrecipient: _____
Include this document in all applicable bid packets.

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: Mason Construction LTD **Date:** 10/7/13

Authorized Representative Name: Chad Mason

Signature: _____

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILTIES

Mason Construction Ltd.
Name of Prime Contractor

DD-7 Ditch Main 15 Diversion
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 Brad Mason - VP
Name & Title of Signer (Print or Type)

Signature

10/8/13
Date

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

Mason Construction, Ltd - 6285 Walden Rd
Beaumont, TX 77049

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☑ Yes ☐ No

The undersigned hereby certifies that:

☑ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

☐ The Non Segregated Facilities clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

☐ The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds $10,000).

☐ The Affirmative Action for Handicapped Workers clause is included in the contract.

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☑ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

10/8/13
DATE

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF HANDICAPPED STATUS

The Mason Construction Ltd. does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) Mason Construction, Ltd

(Address) 6285 Walden Rd

Beaumont, TX 77707

City State Zip

Telephone Number (409) 842 - 4455 Voice

( ) _____ - _____ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

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

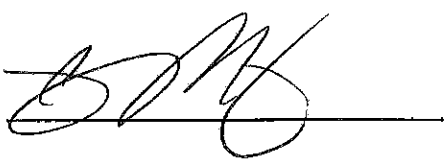
The undersigned Chad Mason of Mason Construction, Ltd. certifies, to the best of its knowledge and belief, that:

(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 that $100,000 for each such failure.

Signed: 

Date: 10/8/13

Title: V.P.

LOCAL OPPORTUNITY PLAN
SECTION 3 PLAN FORMAT
CONTRACTOR or SUBCONTRACTOR
(if either contract exceeds $100,000.00)

Mason Construction, Ltd agrees to implement the following
(NAME OF CONTRACTOR)
specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of Jefferson, TX.

A. To ascertain from the locality's CDBG/DRSprogram official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the City/County the necessary number of lower income residents through: local advertising media, signs placed a the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. *To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.

E. * To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as the Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

J. To list on **Table A** information related to subcontracts to be awarded.

K. To list on **Table B** all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

L. For employment, 30 percent of all "new hires", at all levels, in conjunction with the CDBG/DRS project must be targeted to Section 3 residents. As stated previously, the extension of employment opportunities to Section 3 residents does not preclude the necessity for meeting the qualifications of the job.

M. For contracting, at least 10 percent of the total dollar amount for all Section 3 covered contracts for building trades work arising from housing rehabilitation and other public construction awarded through this grant must be targeted to Section 3 Business Concerns.

For L. and M. above, if these numerical goals cannot be reached, the contractor will have the burden of demonstrating why it was not feasible to meet these goals. This will include documentation of all efforts to comply and any impediments encountered despite efforts undertaken.

As officers and representatives of Mason Construction, Ltd., we the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

We appoint Chad Mason as the EEO Officer.

Chad Mason
Signature

V. P
Title

10/8/13
Date

Signature

Title

Date

* Loans, grants, contracts, and subsidies for less than $100.000.00 will be exempt.

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, Mark Gonneau, the duly authorized and acting legal representative of the Mason Construction, Ltd., do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: Oct 8, 2013

Print Attorney's Name: Mark Gonneau

MASON CONSTRUCTION, LTD
P.O. BOX 20057
BEAUMONT, TX 77720-0057
(409) 842-4455

JEFFERSON COUNTY PURCHASING DEPARTMANT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TX 77701

Re-bid Jefferson County Drainage
District No. 7 Ditch Main B Diversion
BID NO: IFB 13-022/KJS

10-08-13A10:31 RCVD

BID FOR UNIT PRICE CONTRACTS

Place: Jefferson County, Texas

Date:

Project No.: P00939

Proposal of BDS Constructors LLC dba MK Constructors (hereinafter called Bidder), a corporation organized under the laws of the State of Texas /a partnership/an individual doing business as _____ (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 200 **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. 1 Dated 10/3/13 Received
Addendum No._____ Dated_____ Received
Addendum No._____ Dated_____ Received
Addendum No._____ Dated_____ 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% @ Seventy Seven thousand Seven hundred per lump sum.	77,700.00	77,700.00
2	3	ACRE	Clearing and grubbing, complete and in place, as identified in the Plans and Specifications @ ten thousand per acre.	10,000.00	30,000.00
3	19,250	CY	Channel Excavation, complete and in place @ Six dollars fifty cents per cubic yard.	6.50	125,125.00
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 @ one million, seven hundred thirty five thousand per lump sum. dollars	1,735,000.00	1,735,000.00

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 @ three hundred fifteen thousand per lump sum.	315,000.00	315000.00
6	11,280	SY	Construction of Concrete Channel Liner, 6" thick bottom and 6" thick slopes, complete and in place @ Fifty seven per square yard.	57.00	642,960.00
7	500	LF	Fencing, including construction of Temporary Safety Fencing with Signage, all complete and in place @ Forty Nine per linear foot.	49.00	24,500.00
8	4,000	LF	Trench Safety System, all complete and in place @ .10/cents per linear foot.	.10	400.00
9	3	ACRE	Grading and Seeding, and other surface restoration, all complete and in place @ one thousand four hundred fifty per acre.	1,450.00	4,350.00
10	1	LS	Stormwater Pollution Prevention Plan compliance, all complete and in place @ Six thousand per lump sum.	6,000.00	4,000.00

TOTAL BASE BID two million nine hundred sixty one thousand dollars and _____ cents Base Bid. ($2,961,035.00 thirty five dollars)

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 @ Three hundred thousand per each.	300,000.00	300,000.00

TOTAL ALTERNATE BID 1D:
Three hundred thousand
Dollars and,
Cents ($ 300,000.00).

(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 5% and the amount of $ Contract. 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.

(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 October 8, 2013, 20 .

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 BDS Constructors LLC dba. MK Construction (SEAL)

(Corporation Name)

Texas (State of Incorporation)

By Kenneth D. Stewart (SEAL)

(Name of Person Authorized to Sign)

President

(Title)

(Corporate Seal)

Attest Carrie Vincent

Business address: 2485 North Street

Vidor TX 77662

Phone No.: 409-769-0089

Date of Qualification to do business is 9/2011

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.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, BDS Constructors, LLC dba M K Constructors as PRINCIPAL, and Hartford Fire Insurance Company, as SURETY are held and firmly bound unto Jefferson County hereinafter called the "Owner", in the penal sum of Five Percent of Amount Bid Dollars, ($ --5%--), 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 October 8, 2013, for Drainage District No. 7 Ditch, Main B Diversion.

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 8th day of October 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.

(SEAL)
BDS Constructors, LLC dba M K Constructors

Attest: Carrie V Mcent By: Kenneth Stewart (SEAL)
Affix Corporate Seal

Attest: Susan m. Elveen By: Douglas N. McElveen
Hartford Fire Insurance Company
Affix Corporate Seal

Attest: _____ By: _____

Countersigned By _____

* Attorney-in-Fact, State of LA

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Kenneth D Stewart, certify that I am the President of the Secretary of the Corporation named as Principal in the within bond; that Kenneth D Stewart, 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.

Corporate Seal

Title: Kenneth D. Stewart
President

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

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 43-483928

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Christine Baker, Amanda McElveen, Douglas N. McElveen, Kathy Peters of LAKE CHARLES, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 8, 2013

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, CRAIG CLENDENIN, the duly authorized and acting legal representative of the BDS CONTRACTORS, LLC D/B/A MK CONSTRUCTORS, does hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: 10/8/13

Print Attorney's Name: CRAIG CLENDENIN

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: BDS Constructon LLC dba MK Constructers Date Organized: 9/2011

Address: 2485 North St Vidor Tx 77662 Date Incorporated: 9/2011

Number of years in contracting business under present name 2 years

CONTRACTS ON HAND:

Contract	Amount $	Completion Date
See attached		

Type of work performed by your company: ROW - Pipeline - Civil

Number of years experience in this type of construction: 20 years

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO.

List at least five (5) projects of a similar nature completed by your firm in the past five (5) years (attach additional pages if necessary):

Contract	Amount $	Mo/Yr Completed
See attached		

Major equipment available for this contract: See attached

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project. See attached

Credit available: $250,000 Bank reference: Community Bank Kirk Smith

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Jefferson Cnty DD7 in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 8 day of October, 2013
By:(signature) Kenneth D. Stewart Title: President
(Print name) Kenneth D. Stewart

Mike Brown
4340 Hwy 1131
Vidor TX, 77662

CONSTRUCTION EXPERIENCE:

(2006-2012)
WILLIAMSON CONSTRUCTION & EQUIPMENT
2575 Hwy 69 S, Lumberton, TX 77657

Responsible for estimating and managing projects. Managing the entire business.

PROJECTS:
Client: Sabine Neches Navigation District
Automated, elevated, control building for flood gate structures
COST - $2.5 Mil
Client: Sunoco Logistics
Ethanol Plant
COST- $1.6 Mil
Client: GT Logistics
Construction of a Vehicular and Rail Bridge over the LNVA canal
COST - $1.4 Mil
Client: Kinder Hawk
Construction of Ammne Plant
COST- $1.1 Mil
Client: Eagle Rock Energy
Pipeline
COST- $1.1 Mil
Client: ShawCorp
Installed on-site gravity sewer, gas line bores, and air-line piping
COST - $178K

Mike Brown
4340 Hwy 1131
Vidor TX, 77662

(6/1/2001 to 6/1/2006)
Simco Enterprises
3101 Main
Groves, TX 77651

Responsible for estimating and project management

PROJECTS:
Client: Arceneaux and Gates
City of Orange River Front Park
Cost: $1.9 Mil

Client: City of Port Neches
Water Main Project
Cost: $2.1 Mil

(5/1/1996 to 6/1/2001)
F.D. Shay Contractors
2108 Hwy 108
Sulphur, La

Supervisor for road and utility projects ranging from $500,000.00 to 11,600,000.00.

Education and Training

1989	Graduated from Vidor High School
1989-1991	USMC

KENNETH D. STEWART

5735 Regina Lane
Beaumont, TX 77706

(5/1997 – 5/2000)
Tribble & Stephens General Contracting
8588 Katy Frwy, Ste. 100
Houston, TX 77024

After graduating from Texas A&M I began my construction career with Tribble & Stephens in May of 1997. I started off on the jobsite and was responsible for rfi's, submittals, subcontracts, and on-site inspections.

Client: Randall Davis
Renovation of the 18-Story Rice Hotel – Downtown Houston
COST: $18.2 Mil

Project: IL PALAZZO
New construction of a 6-Story poured-in-place concrete structure to be sold as loft condominiums.
COST: $6 Mil

EDUCATION/TRAINING:
Stephen F. Austin H.S. – '91
Lamar University (Beaumont) – '94 A.A.S. – Computer Drafting Technology
Texas A&M University – '97 B.S. – Construction Science

KENNETH D. STEWART

5735 Regina Lane
Beaumont, TX 77706

(6/2000 – 11/2008)
ALLCO, INC.
6720 College Street
Beaumont, TX 77707

Began in commercial construction from 2000 to 2003 estimating and project managing:
PROJECTS:
Client: BISD
Project manager for construction of Pietzsch-MacArthur Elementary School
COST: $16.8 Mil
Client: Jefferson County
Project manager for construction of 12-Field Fast-Pitch Softball Complex (Ford Park)
COST: $5.5 Mil
Client: Beaumont Pediatrics
Estimated and managed construction of office remodel
COST: $735K

Began estimating and managing the Highway Division from 2003 to 2008:
PROJECTS:
Client: TXDOT(Beaumont)
Estimated and managed the construction of Major Drive between I-10 and Washington Street. Approx 4mi.
COST: $8.1 Mil
Client: TXDOT(Bryan/College Station)
Estimated and managed a grade separation for Villa Maria Road to go under the UPPR *R.O.W. Double Bridge structure with deep storm sewer, drilled shaft retaining walls, and* poured-in-place decorative wall panels
COST: $13 Mil
Client: TXDOT(Beaumont)
Estimated and managed construction of approx 5 mi of 84ft wide 10" paving north of Kirbyville beginning near FM363. I was responsible for procuring our portable concrete batch plant and developing the concrete mix designs required by TXDOT for the project.
COST: $ 24.1 Mil

KENNETH D. STEWART

5735 Regina Lane
Beaumont, TX 77706

CONSTRUCTION EXPERIENCE:

(9/2010 – 3/2011)
WILLIAMSON CONSTRUCTION & EQUIPMENT
2575 Hwy 69 S, Lumberton, Tx 77657

Responsible for estimating and project management of projects in heavy civil(i.e. – roads, bridges, paving, foundations, structures), commercial, drainage, and earthwork.

PROJECTS:
Client: Sabine Neches Navigation District
Automated, elevated, control building for flood gate structures
COST - $2.5 Mil
Client: ShawCorp
Installed on-site gravity sewer, gas line bores, and air-line piping
COST - $178K
Client: GT Logistics
Construction of a Vehicular and Rail Bridge over the LNVA canal
COST - $1.4 Mil

(11/2008 – 9/2010)
STEWCON GROUP, LLC dba/ Stewart Homes
5735 Regina Lane
Beaumont, TX 77706

I started my own company in April of 2008. Residential construction was the focus of the organization in the beginning with the goal of building up large enough to gain bonding and begin moving into civil and commercial markets.

Client: Magnolia Laurel
Managed the construction of the Plantation Oaks subdivision on Keith Road in Lumberton
COST: $1.4 Mil
Client: Magnolia Laurel
Constructed residential offices for their internet business
COST: $425K
Client: Peter Morrison
Constructed a two-story high end residence with underground vault/basement
COST: $2.1 Mil

YEAR	MAKE	MODEL
	EQUIPMENT	
2006	Perkins	Forklift-JLG G642A 6000LB 4X4X4 Telescopic
2011	TU-Takeuchi	Skid Steer-Tracked skid Steer Loader
2011	Komatsu	Dozer-Crawler D51PX-22
2011	Komatsu	PC200LC-8 Trackhoe
2012	CAT	320EL Excavator
2012	CAT	320EL Excavator
2012	Komatsu	PC210 Trackhoe
1980	Galion	22 Ton Crane

Completed Jobs
MK Constructors

Client	Name of Project	Bid $	Type of Work
GT Logistics, LLC	Underground Pipeline Project	$ 884,606.00	Pipeline
Eagle Rock	Million Dollar Baby	$ 293,704.00	Pipeline
Eagle Rock	Panotex Pipeline System	$ 991,001.25	Pipeline
Jefferson County-DD7	Rhodair Gully Laeral 3	$ 1,110,695.78	Concrete Ditch Liner
Jefferson County-DD7	Rhodair Gully Phase 3	$ 696,100.00	Drainage Ditch Re-shaping
Superior Pipeline	Pipeline ROW	$ 180,000.00	ROW Clearing
H.B. Neild	First Baptist Church	$ 260,000.00	Underground Utilities
		$ 4,416,107.03	

Current Projects
MK Constructors

Client	Name of Project	Contract Price	Total Billed	Total Remain To Bill	% Complete
Chambers County	Smith Point	$ 1,114,099.83	$ 1,114,099.83	$ -	100%
Sunland	Transcanada Project	$ 1,700,922.20	$ 1,558,214.40	$ 142,707.80	92%
Eagle Rock	Blanket Contract	$ 1,434,864.50	$ 1,434,864.50	$ -	100%
Brown & Gay	Sugarland Project	$ 372,114.50	$ 372,114.50	$ -	100%
EHRA	Newport MUD-Seven Oaks South	$ 96,500.00	$ 96,500.00	$ -	100%
Chambers County	Turtle Bayou Road and Drainage Rehab	$ 1,978,041.01	$ 1,493,984.01	$ 484,057.00	76%
City of Pinehurst	Lexington Bridge	$ 209,520.00	$ -	$ 209,520.00	0%
City of Port Arthur	Gulf Storage Tank	$ 1,924,900.00	$ -	$ 1,924,900.00	0%
City of Silsbee	Knupple Project	$ 225,100.00	$ -	$ 225,100.00	0%
DD7	Lateral 3A Concrete Ditch Liner	$ 988,083.00	$ -	$ 988,083.00	0%
		$ 10,062,175.04	$ 6,069,777.24	$ 3,974,397.80	

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of Jefferson

Kenneth D. Stewart, being first duly sworn, deposes and says that:

(1) He is President of BDS Construction LLC, dba MK Constructors Inc 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 DDT (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) Kenneth D. Stewart

President
Title

Subscribed and sworn to me this 8 day of October, 2013

By: Carrie E Vincent
Notary Public

My commission expires 4/13/16

CARRIE EVE VINCENT
Notary Public, State of Texas
My Commission Expires
April 13, 2016

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[b] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[b] a. bid/offer/application b. initial award c. post-award	[a] a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:
[✓] Prime [ ] Subawardee
Tier _____, *if known:*
BDS Constructors LLC
dba MK Constructors
2485 North St Vidor Tx
77662

Congressional District, *if known:*

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
N/A

Congressional District, *if known:*

6. Federal Department/Agency:
Texas General Fund

7. Federal Program Name/Description:

CFDA Number, *if applicable:* _____

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*
$

10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*):
N/A

b. Individuals Performing Services (*including address if different from No. 10a*) (*last name, first name, MI*):
N/A

(attach Continuation Sheet(s) SF-LLLA, if necessary)

11. Amount of Payment (*check all that apply*):
$ N/A [ ] actual [ ] planned

12. Form of Payment (*check all that apply*):
[ ] a. cash
[ ] b. in-kind; specify: nature N/A
value _____

13. Type of Payment (*check all that apply*):
[ ] a. retainer
[ ] b. one-time fee
[ ] c. commission
[ ] d. contingent fee
[ ] e. deferred
[ ] f. other; specify: _____
N/A

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:
N/A

(attach Continuation Sheet(s) SF-LLLA, if necessary)

15. Continuation Sheet(s) SF-LLLA attached: [ ] Yes [✓] No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Kenneth D. Stewart
Print Name: Kenneth D. Stewart
Title: Owner
Telephone No.: 409-769-0089 Date: 10/8/13

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

Grantee/Subrecipient: DR7

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:

X

- ☐ 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 bondi ng, 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: BDS Constructors, LLC dba/MK Constructors

Authorized Representative Name: Kenneth D. Stewart X

Signature: Kenneth D. Stewart **Date:** 10.8.13

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Note: This certificate must be executed by an authorized officer of a corporation, by a member of a partnership, or the sole owner and submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act.

Locality/Grantee: Jefferson City ISD Contract #: _____
Project Name: Main B Diversion GLO Contract #: _____

Firm BDS Constructors LLC dba MK Constructors Date: 10/8/13

I do hereby certify that I am a contractor on the above-mentioned project and that I have appointed Carrie Vincent whose signature appears below, to supervise the payment of my employees. I further certify that he/she is in the position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland "Anti-Kickback" Act which he/she is to execute with my full authority and approval until such time as I submit to the grantee/locality a new certificate appointing some other person for the purposes herein above stated.

Name: Carrie Vincent

Insert name, address, phone number & email address of p appointed as payroll officer

Address: 2485 North St

City: Vidor State: TX Zip Code: 77662

Telephone No: 409-769-0089 Email Address: carrie v@ mkconstructors-com

Carrie Vincent
Identifying Signature of Appointee

Kenneth D. Stewart Title: President
Signature of Appointing Officer:

SECTION 3 CERTIFICATION OF SELECTED BIDDER

Completed by Prime Contractor Only

BDS Constructors LLC dba MK Constructors
Name of Prime Contractor

DD7- Marin B Diversion IFB-13-022-KJS
Project Name and Number

The undersigned hereby certifies that:

(Complete Section I or II)

I. A. The positions listed under part B that have been filled by BDS Constructors LLC dba MK Constructors
(Name of Prime Contractor)

since being notified of contract selection on 10/8/13
(Date of Award/Selection)

were not filled to circumvent the contractor's obligations to provide employment opportunities, including training positions, for Section 3 residents, as required by Section 3 residents of the Housing & Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

B. Employment Positions filled since 10/8/13.
(Date of Contract Award/Selection)

OR

II. No employment positions have been filled since _____.
(Date of Contract Award/Selection)

Kenneth D. Stewart
Name of Signatory (print or type)

Owner
Title of Signatory

Kenneth D. Stewart
Signature

10/8/13
Date

NOTICE: This certification must be made BEFORE contract execution (24 CFR 135 135.38 (e))

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

BDS Construction LLC
dba MK Construction

2485 North St
Vidor TX 77662

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☑ Yes ☐ No

The undersigned hereby certifies that:

☑ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

☑ The Non Segregated Facilities clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

☑ The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds $10,000).

☑ The Affirmative Action for Handicapped Workers clause is included in the contract.

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☑ No

NAME AND TITLE OF SIGNER (Please type)

Kenneth D. Stewart owner

Kenneth D. Stewart 10/8/13

SIGNATURE DATE

LOCAL OPPORTUNITY PLAN
SECTION 3 PLAN FORMAT
CONTRACTOR or SUBCONTRACTOR
(if either contract exceeds $100,000.00)

BDS Construction LLC dba MK Construction agrees to implement the following
(NAME OF CONTRACTOR)
specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of Jefferson County.

A. To ascertain from the locality's CDBG/DRSprogram official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the City/County the necessary number of lower income residents through: local advertising media, signs placed a the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. *To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.

E. * To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as the Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

J. To list on **Table A** information related to subcontracts to be awarded.

K. To list on **Table B** all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

L. For employment, 30 percent of all "new hires", at all levels, in conjunction with the CDBG/DRS project must be targeted to Section 3 residents. As stated previously, the extension of employment opportunities to Section 3 residents does not preclude the necessity for meeting the qualifications of the job.

M. For contracting, at least 10 percent of the total dollar amount for all Section 3 covered contracts for building trades work arising from housing rehabilitation and other public construction awarded through this grant must be targeted to Section 3 Business Concerns.

For L. and M. above, if these numerical goals cannot be reached, the contractor will have the burden of demonstrating why it was not feasible to meet these goals. This will include documentation of all efforts to comply and any impediments encountered despite efforts undertaken.

As officers and representatives of BDS Constructors LLC dba MK Constructors, we the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

We appoint Carrie Vincent as the EEO Officer.

Carrie Vincent
Signature

Payroll admin.
Title

10/8/13
Date

Kenneth D. Stewart
Signature

President
Title

10/8/13
Date

* Loans, grants, contracts, and subsidies for less than $100.000.00 will be exempt.

TABLE A

PROPOSED SUBCONTRACT/MATERIAL PURCHASE BREAKDOWN

CONTRACT NUMBER(s): _____

PROJECT NAME: DD7 Main B Diversion

CONSTRUCTION CONTRACTOR: _____

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO PROJECT AREA BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES*
Business	11	1,400,000.00	6	550,000.00

*The Project Area is coextensive with the County of Jefferson 's boundaries.

Carrie Vincent

EEO Officer's Signature

10/8/13

Date

TABLE B

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/Supervisors	1	1	—	—
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

SPECIFY TRADE CLASSIFICATION: CARPENTER

Journeymen				
Apprentices				
Maximum No. Trainees				
Others	6	6	—	—

SPECIFY TRADE CLASSIFICATION: CONC FIN

Journeymen				
Apprentices				
Maximum No. Trainees				
Others	6	6	—	—

SPECIFY TRADE CLASSIFICATION: LABORERS

Journeymen				
Apprentices				
Maximum No. Trainees				
Others	4	4	—	—

*Lower Income Project Area Residents. Individuals residing within the City/County of _____ whose family income does not exceed 80% of the median income in the State.

Carrie Vincents — BDS Constructors LLC dba MK Constructors

(EEO Officer's Signature) (COMPANY NAME)

USE ADDITIONAL PAGES IF NECESSARY

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

SECTION 3
RESIDENT EMPLOYMENT OPPORTUNITY DATA
ELIGIBLITY FOR PREFERENCE

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient:	Contract Number:	Date:
DDT		10/8/13

ELIGIBILITY FOR PREFERENCE

A Section 3 Resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the Subrecipient, Grantee, Contractor or Subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section CFR 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Section 3 Resident Certification
for Worker Seeking Preference in Training
and Employment

RESIDENT COMPLETES THIS SECTION:

I, _____, am a legal resident of the _____

_____ and meet the income eligibility guidelines for a low- or very-low-income person as published on HUD'S income limits www.huduser.org/portal/datasets/il.html and documented on the reverse side of this form.

My permanent address is: _____

_____

I have attached the following documentation as evidence of my status:

- ☐ Copy of Lease
- ☐ Copy of receipt of public assistance
- ☐ Copy of Evidence of participation in a public assistance program
- ☐ Other Evidence

_____ _____
Resident Signature Date

_____
Print Name

SECTION 3 INCOME LIMITS

All residents of public housing developments of the Housing Authority of

_____

Qualify as Section 3 Residents.
Alternatively, individuals residing in the
City of _____
or County of Jefferson
Who meet the income limits set forth below, can also qualify for Section 3 status.

A picture identification card and proof that illustrates applicant is a current resident of the subject area.

HUD updates area median income (AMI) annually and income limits vary by county. To find the latest income limits visit HUD's website: www.huduser.org/portal/datasets/il.html

Eligibility Guideline

Number in Household	Very Low Income (50% AMI)	Low Income (80%)
1 Individual		
2 Individuals		
3 Individuals		
4 Individuals		
5 Individuals		
6 Individuals		
7 Individuals		
8 Individuals		

_____ _____
Signature Field Date

_____
Print Name

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

CERTIFICATION FOR BUSINESS CONCERNS
Seeking Section 3 Preference in Contracting and Demonstration of Capability

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient:	Contract Number:	Date:
DDF		10/8/13

CONTRACTOR INFORMATION

Name of Business 3DS Construction LLC dba MR Construction

Address of Business 2485 North St Vidor Tx 77662

Type of Business: ☑ Corporation ☐ Partnership ☐ Non-Profit Consortium
☐ Sole Proprietorship ☐ Joint Venture

N/A

Attach the following documentation as evidence of Section 3 eligible status:
(Definition of "Section 3 Business Concern" in 24 CFR 135 describes the three alternative qualifications.)

For Business claiming status as a Section 3 resident-owned enterprise:

☐ Copy of resident lease
☐ Copy of evidence of participation in a public assistance program
☐ Copy of receipt of public assistance
☐ Other evidence

For business entity as applicable:

☐ Copy of Articles of Incorporation
☐ Assumed Business Name Certificate
☐ List of owners/stockholders and % ownership of each appointed officers
☐ Organization chart with names and titles and brief function statement
☐ Certificate of Good Standing
☐ Partnership Agreement
☐ Corporation Annual Report
☐ Latest Board minutes
☐ Additional documentation

For business entity claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business(es):

☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, by claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

☐ List of all current full-time employees
☐ PHA/IHA Residential lease less than 3 years from day of employment
☐ List of employees claiming Section 3 status
☐ Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

☐ Current financial statement
☐ List of owned equipment
☐ List of all contracts for the past two years
☐ Statement of ability to comply with public policy

Kenneth D. Stewart
Authorized Name and Signature

10/8/13
Date

Attested By: Connie Vincent

(Corporate Seal)

[Code of Federal Regulations]
[Title 24, Volume 1]
[Revised as of April 1, 2003]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR135.92]
[Page 704-707]

TITLE 24--HOUSING AND URBAN DEVELOPMENT
CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PART 135--ECONOMIC OPPORTUNITIES FOR LOW- and VERY LOW-INCOME PERSONS

Table of Contents

Appendix to Part 135

I. EXAMPLES OF EFFORTS TO OFFER TRAINING AND EMPLOYMENT OPPORTUNITIES TO SECTION 3 RESIDENTS

(1) Entering into ``first source'' hiring agreements with organizations representing Section 3 residents.
(2) Sponsoring a HUD-certified ``Step-Up'' employment and training program for section 3 residents.
(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 135.34) reside.
(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

[[Page 705]]

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as ``force account labor'' in HUD's Indian housing regulations. See 24 CFR 905.102, and Sec. 905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

Exhibit L

Posting Job Vacancies at WorkInTexas.com

And Connecting Section 3 Residents with Section 3 Jobs

Posting Job Vacancies at WorkInTexas.com

Required Language for Job Title and Job Description

Grantees and Subrecipients:

As required by the GLO Section 3 Policy, all Grantees, Subrecipients and their contractors who are receiving DR funding must post their job vacancies with the state's free job matching system – WorkInTexas.com. There are two ways to do this. You can self-register an employer account and post jobs directly online or you can contact your local Workforce Solutions Office. Staff is available to assist with account registration and/or can post jobs on your behalf at WorkIntexas.com

Specifically, Grantees, Subrecipients and Contractors must:

Register with WorkInTexas.com;
Register with their Local Workforce Solutions Center and/or Work-in-Texas Website;
Post all DR related job postings at WorkInTexas.com; and
Include the word SEC3 in the job title and job description.

-SAMPLE-

Job Title-

SEC3 Construction Laborer

Job Description-

SEC3

Looking for a general laborer to work in housing construction. Construction experience a plus.

Included with this document is a list of tips that Grantees, Subrecipients and contractors can use in posting job vacancies provided by Texas Workforce Commission.

Tips for Employers Posting Jobs in WorkInTexas.com
Provided by Texas Workforce Commission

WorkInTexas.com is a job matching site rather than a job lead generation site. We compare required job posting qualifications and job seeker qualifications with data in WorkInTexas.com to find quality matches. We believe we're providing better customer service by making sure your jobs attract qualified candidates before providing contact information to you or the job seeker. Recruiting can be difficult and expensive and we don't want to waste anyone's time. So, ensuring your job posting is as good and complete as possible is rule #1.

Rule #1 – Take the time. Quality in means quality out, so spend the extra time up front making sure you've included as much detail as possible. The more complete your job posting, the better your matching results will be. And, a good job posting will keep you from missing out on good matches down the road.

Rule #2 – Choose occupations wisely. Job "matching" is based on behind-the-scenes computer logic, but it all boils down to the occupations you choose. The more occupations you select, the more job seekers you'll attract (match) to your job posting, and vice versa.

Rule #3 – Include pay, even if you choose to suppress it from job seeker view. It will narrow your results, and possibly increase the quality of your matches. Also, job matches are based on minimum salary, even if maximum salary is provided, so consider posting the actual salary amount you're willing to pay to ensure better job matches (matches will be restricted if the pay is too low).

Rule #4 – Using "Keywords" can help you reduce the number of job seekers matched with your job posting. Keywords are single words or phrases you can enter to clarify specific qualifications you're looking for, such as computer languages, licenses, or certifications.

Rule #5 – Use "Screening Questions." These are questions you can add to your posting that job seekers must answer before they contact you or apply. Answers do not limit anyone's ability to apply, but the information does offer you a unique opportunity to pre-screen and evaluate interested applicants.

Rule #6 – View your job posting to see what job seekers will see. This is a great self-test of the quality and completeness of your job opportunity. If it looks short on detail to you, imagine what a job seeker will think. Take the time to go back and enter more information.

Rule #7 – Use Site Help. It's our version of a "tutorial" and explains in general terms the major functions in WorkInTexas.com.

If you're looking for Veterans (only)

All jobs entered in WorkInTexas.com are automatically made available to veterans only for the first two days.

When posting your job, you can choose to make it available to veterans only for the lifetime of the posting by selecting "Veterans Only – Yes."

Veteran applicants who apply for your job will be marked with an American Flag icon, indicating that they are eligible U.S. Military Veterans in good standing.

Registering and Searching For Job Vacancies at WorkInTexas.com

For Section 3 Residents

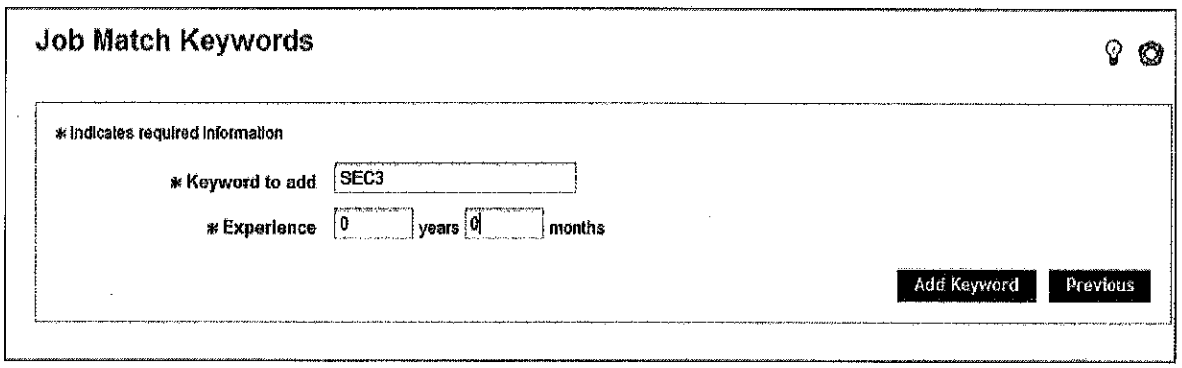
Dear Section 3 Resident,

As required by the GLO Section 3 Policy, all Grantees, Subrecipients and their contractors who are receiving DR funding post their job vacancies with their Local Workforce Solutions Center and/or Work-in-Texas.

To help connect you to these job opportunities you must:

Register as a job seeker with WorkInTexas.com and/or contact the local Workforce Solutions Office for assistance with registration;
After you complete basic registration, it is important you add a Section 3 related keyword to your profile. To do so follow these steps:

1. Click on the My Portfolio tab, in the top navigation
2. Click on Keywords in the Job Matching Criteria section
3. In the Keyword to add field enter: sec3 Enter 0 for both years and months experience
4. Click the Add Keyword button



In addition, you can search for existing Section 3 job vacancies by selecting the Browse Jobs menu on the title bar then by Text. In the Enter Text line type the word: **"SEC3"**, then hit search.

If you need help, please contact your local Workforce Solutions Center. You may search for one here: http://www.twc.state.tx.us/dirs/wdas/directory-offices-services.html?mid=0.0726222654189567 8

Complaint Register

Under Section 3 of the Housing
And Urban Development Act of 1968

U.S. Department of Housing and Urban Development

Office of Fair Housing
and Equal Opportunity

OMB Approval No. 2529-0043
(Expires 11/30/2010)

Name of Complaintant (Person or organization) | Home Phone

Street Address | Work Phone

City, State, Zip code

Against whom is this complaint being filed? | Business Phone

Name of organization or company

Street Address

City, State, Zip code

Name and identify others (if any) who violated the law in this case

You are (check all that apply)

- ☐ A. Low/Very low income
- ☐ B. Public housing resident
- ☐ C. A representative of A or B
- ☐ D. Section 3 business concern
- ☐ E. A representative of D

Complaint is against (check one or more boxes)

- ☐ A. Applicant
- ☐ B. Sub-Recipient
- ☐ C. Subcontractor
- ☐ D. Recipient
- ☐ E. Contractor
- ☐ F. Other (please specify) _____

Basis for non compliance with Section 3

- ☐ Denied Training
- ☐ Denied Employment
- ☐ Denied Contracting

What did the person you are complaining against do? (Check all that apply – provide documentation)

- ☐ A. Failed to meet numerical goals, as set out in the Section 3 regulations
- ☐ B. Failed to ensure that its contractors and subcontractors comply with Section 3
- ☐ C. Failed to notify Section 3 residents about training and/or employment opportunities
- ☐ D. Failed to notify Section 3 business concerns about contracting opportunities
- ☐ E. Failed to notify potential contractors for Section 3 covered projects of the requirements of Section 3
- ☐ F. Failed to incorporate the Section 3 clause in Section 3 solicitations or contracts
- ☐ G. Failed to train and/or employ Section 3 residents
- ☐ H. Failed to award contracts to Section 3 business concerns
- ☐ I. Contracted with a contractor found to be in violation of applicable statues and/or HUD regulations
- ☐ J. Failed to provide preference to Section 3 residents in training and or employment opportunities.
- ☐ K. Failed to provide preferences for Section 3 business concerns in contracting opportunities

When did the act(s) checked above occur? (Include the most recent date if several dates are involved):

Summarize what happened? Attach additional information if necessary

	Date:

Instructions for the Complaint Register
Section 3 of the Housing and Urban Development Act of 1968

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

The information is given voluntarily and provides the basis for HUD's investigation of the complaint to determine if the allegations of noncompliance are valid. The Department will use the information provided as the basis for its determination of jurisdiction over a complainant's allegations. All information collected complies with the Privacy Act of 1974 and OMB Circular A-108. The information is not of a sensitive nature. The information is unique to the processing an allegation of noncompliance with the Section 3 statute or implementing regulations.

This form is to be used to report allegations of noncompliance with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

What does Section 3 of the Housing and Urban Development Act of 1968 provide?

The law describes the HUD programs directly affected by Section 3, receiving Federal financial assistance from the Department, and dictates how these programs are to provide employment and other economic opportunities for low and very low income persons.

What does the law cover?

Section 3 applies to any Public and Indian Housing programs that receive: (1) developmental assistance pursuant to section 5 of the U. S. Housing Act of 1937; (2) operating assistance pursuant to section 5 of the U.S. Housing act of 1937; or (3) modernization grants pursuant to section 14 of the U.S. Housing Act of 1937, and to housing and community development assistance extended for: (1) housing rehabilitation (including reduction and abatement of lead based paint hazards); (2) housing construction or (3) other public construction projects; and for which the contract and subcontract exceeds $100,000.

What can you do about violations of the Law?

Remember, Section 3 applies to the awarding of jobs, training programs, and contracts, generated from projects receiving HUD financial assistance. If you believe that, as a low-income person or a Section 3 business concern, the responsibilities to provide economic opportunities under Section 3 have been violated, you have a right to file a complaint within 180 days of the last alleged occurrences of noncompliance.

Complain to the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, by filing this form by mail or in person. The information received will be used by HUD to determine jurisdiction under Section 3.

HUD will send the complaint to the appropriate HUD recipient for resolution. If resolution by the recipient fails, HUD will investigate. If HUD finds that the complaint has merit, it will try to end the violation by informal resolution. If conciliation fails, HUD may initiate other steps to enforce the law, including but not limited to suspension and debarment of the recipient or contractors as applicable.

You can obtain assistance in learning about Section 3 or in filing a complaint at the HUD Office listed below:

Assistant Secretary
HUD Fair Housing and Equal Opportunity
451 7th Street SW
Washington, DC 20410
(202)-708-3633

Privacy Act of 1974 (P.L.93-579)
Authority: Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1968, as amended by the Housing and Community Development Act of 1992, U.S.C. 1701u and implementing regulations at 24 CFR Part 135.

Purpose: The information requested on this form is to be used to investigate and process Section 3 complaints.

Use: The information requested will be used to process a complaint filed under Part 135. HUD may disclose certain information for Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

Penalty: Failure to provide some or all of the requested information will result in delay or denial of HUD assistance.

Disclosure of this information is voluntary.

The News Classifieds The Orange Leader

409-721-2440 — Classified pre-paid advertising 7 day run 3 day minimum charge of $25.40; 14 day run 7 day minimum $37.40 and 30 day run 14 day minimum $51.20. — 409-883-3571

Public Notices | Public Notices | Public Notices

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

NOTICE OF RECEIPT OF APPLICATION AND INTENT TO OBTAIN WATER QUALITY PERMIT RENEWAL

PERMIT NO. WQ0010364010

APPLICATION AND PRELIMINARY DECISION. City of Port Arthur, P.O. Box 1089, Port Arthur, Texas 77641-1089, has applied to the Texas Commission on Environmental Quality (TCEQ) for a renewal of TPDES Permit No. WQ0010364010, which authorizes the discharge of treated domestic wastewater at a daily average flow not to exceed 900,000 gallons per day. TCEQ received this application on January 3, 2013.

The facility is located at 5137 South 4th Avenue, Sabine Pass, approximately 0.3 mile north of Tremont Street in Jefferson County, Texas 77655. The treated effluent is discharged to a ditch; thence to a pond; thence to a tidal ditch; thence to Buford St. & RR tidal canals; thence to Sabine-Neches Canal Tidal in Segment No. 0703 of the Neches-Trinity Coastal Basin. The unclassified receiving water uses are minimal aquatic life use for the ditch and intermediate aquatic life use for the pond, the tidal ditch, and Buford St. & R.R. canals. The designated uses for Segment No. 0703 are high aquatic life use and primary contact recreation. All determinations are preliminary and subject to additional review and/or revisions.

The TCEQ Executive Director has completed the technical review of the application and prepared a draft permit. The draft permit, if approved, would establish the conditions under which the facility must operate. The Executive Director has made a preliminary decision that this permit, if issued, meets all statutory and regulatory requirements. The permit application, Executive Director's preliminary decision, and draft permit are available for viewing and copying at Port Arthur City Hall, 3rd Floor Conference Room, 444 4th Street, Port Arthur, Texas. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For exact location, refer to application. http://www.tceq.texas.gov/assets/public/hb610/index.html?lat=29.884583&lng=-93.933583&zoom=13&type=r

PUBLIC COMMENT / PUBLIC MEETING. You may submit public comments or request a public meeting about this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ holds a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

OPPORTUNITY FOR A CONTESTED CASE HEARING. After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material, or significant public comments. Unless the application is directly referred for a contested case hearing, the response to comments will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application. If comments are received, the mailing will also provide instructions for requesting a contested case hearing or reconsideration of the Executive Director's decision. A contested case hearing is a legal proceeding similar to a civil trial in a state district court.

TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name, address, phone number; applicant's name and permit number; the location and distance of your property/activities relative to the facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; and the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are germane to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission will only grant a contested case hearing on disputed issues of fact that are relevant and material to the Commission's decision on the application. Further, the Commission will only grant a hearing on issues that were raised in timely filed comments that were not subsequently withdrawn. TCEQ may not act on an application to renew a permit for discharge of wastewater without providing an opportunity for a contested case hearing if certain criteria are met.

EXECUTIVE DIRECTOR ACTION. The Executive Director may issue final approval of the application unless a timely contested case hearing request or request for reconsideration is filed. If a timely hearing request or request for reconsideration is filed, the Executive Director will not issue final approval of the permit and will forward the application and request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

MAILING LIST. If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

All written public comments and public meeting requests must be submitted to the Office of the Chief Clerk, MC 105, Texas Commission on Environmental Quality, P.O. Box 13087, Austin, TX 78711-3087 or electronically at www.tceq.texas.gov/about/comments.html within 30 days from the date of newspaper publication of this notice.

AGENCY CONTACTS AND INFORMATION. If you need more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040. El dicho información en Español, puede llamar al 1-800-687-4040. General information about the TCEQ can be found at our web site at www.TCEQ.texas.gov

Further information may also be obtained from City of Port Arthur at the address stated above or by calling Mr. Ross Dunkelberger at (409) 983-8295.

Issuance Date: September 26, 2013

ANNOUNCEMENTS

Happy Ads

Psychic Lady Ruby Lee What would you like to know, I can help in all areas of life, card reading flat fee $20.00, 409-433-2408 7 a.m. til midnight, 7 days a a week. Visa, Master Card and Discover.

Lost and Found

FOUND 6mo. Old Lab Puppy In Port Neches Area call 409-722-0396

FOUND on Sunset Drive in Port Arthur, White gentle pit bull with black spots. Looks like she had had babies. Call 962-8606

Public Notices

Legal Notice

Notice is hereby given in accordance with the provisions of the Texas Alcoholic Beverage Code that CNR-JCR LLC dba Raceway is making application with the Texas Alcoholic Beverage Commission for a Wine and Beer Retailers Off-Premise Permit to be located at 3220 Hwy 365 in the City of Nederland, Jefferson County, Texas.

Officers: Narasimha R Chandamuri - Manager

ORDINANCE NO. 2013-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEDERLAND, TEXAS TEMPORARILY SUSPENDING ORDINANCE NO. 2013-15 THAT AMENDED CHAPTER 74, ARTICLE IV OF THE CODE OF ORDINANCES, CITY OF NEDERLAND, TEXAS, RELATING TO DEFINITIONS, RESTRICTIONS ON REGISTERED SEX OFFENDERS RESIDENCY; AND PROVIDING FOR SEVERABILITY

WHEREAS, on September 10, 2013, the City Council of the City of Nederland, Texas adopted Ordinance No. 2013-15; and

WHEREAS, the City Council desires to suspend the effective date of Ordinance No. 2013-15 to further study the issue; and

WHEREAS, the City Council finds the suspension of Ordinance No. 2013-15 to be in the best interest of the City of Nederland.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEDERLAND, TEXAS:

SECTION 1. The facts and matters contained in the preamble are hereby found to be true and correct.

SECTION 2. The effective date of Ordinance No. 2013-15 is hereby suspended for a period of 180 days.

SECTION 3. Ordinance No. 2006-03 is reinstated, still in effect and not amended during the 180 day period.

SECTION 4. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Nederland, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED AND APPROVED by the City Council of the City of Nederland, Texas at a regular meeting this the 23rd day of SEPTEMBER, A.D., 2013.

/s/ R.A. Nugent
Mayor
City of Nederland, Texas

ATTEST:

/s/ Gay Ferguson
City Clerk
City of Nederland, Texas

APPROVED AS TO FORM:

/s/ Jessa Braziel
City Attorney
City of Nederland, Texas

Special Notices

PUBLISHER'S NOTICE!
All real estate advertised herein is subject to the Federal Fair Housing Act which makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preferences, limitations or discrimination. We will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

EMPLOYMENT

General Help Wanted

Bookkeeper
Needed in Orange Area. Full-time. Must know Quick books. Call 409-697-8000

Gulf Hearts Care Center 5600 9th Ave. Port Arthur, TX 77642 Now hiring Full Time MDS, Nurse (RN or LVN). Prior Experience preferred. Also hiring LVN's. Please apply in person

Licensed industrial estimaymen elect needed. Call Diane (281) 476-1053

Responsible Rentaller needed P/T. TABC card req. Apply 10 am-4pm The Place- 5876 W. Port Arthur Rd., Port Arthur 409-736-2650

General Help Wanted

General Help Wanted

MK Constructors is currently looking for section 3 subcontractors to hire for all phases of construction. All applicants must be located in Jefferson county. We are an equal opportunity employer and encourage minority and women owned businesses to contact us as well.

Please email your contact information and scope of services to Sales@mkconstructors.com.

General Help Wanted

WANTED Local Delivery Driver, CDL, paid medical benefits. Apply in person 3144 Texas Ave. Bridge City Dual Service Welding

MERCHANDISE

Antiques and Collectibles

LIQUIDATING SALE Eclectic Treasures
3720 Main Ave Groves Antiques, Furniture, Collectibles, Fine & Fashion Jewelry. Great Buys! Cash Or Checks Only Thurs.-Sat. 10:00-5:00

Cemetery Lots

4 plots in Oak Bluff Memorial Park. Sec. 4, Blk 3, Lot 22. $1000 for all. Call 716-7591

Educational

Penn Technical Institute 3-D Cad, Medical Coding & Billing, Legal, Computer, Full Program or Single Courses. Financial Aid if Qualified. Online or Campus. 409-722-4072

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

NOTICE OF RECEIPT OF APPLICATIONS AND INTENT TO OBTAIN AIR PERMIT AMENDMENT AND RENEWAL

AIR QUALITY PERMIT NUMBER 90287

APPLICATION. Motiva Enterprises LLC has applied to the Texas Commission on Environmental Quality (TCEQ) for an amendment to and renewal of Air Quality Permit Number 90287, which would authorize modifications to and continued operation of the Port Arthur Petroleum Refinery located at 2555 Savannah Avenue, Port Arthur, Jefferson County, Texas 77640. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For exact location, refer to application. http://www.tceq.texas.gov/assets/public/hb610/index.html?lat=29.884583&lng=-93.933583&zoom=13&type=r The existing facility and/or related facilities will emit the following air contaminants: organic compounds, nitrogen oxides, carbon monoxide, sulfur dioxide and particulate matter including particulate matter with diameters of 10 microns or less and 2.5 microns or less.

The applications were submitted to the TCEQ on September 9, 2013. The permit renewal will be issued in conjunction with the amendment. This permitting action also includes the incorporation of the following previous authorizations or changes to authorized facilities related to this permit: alterations and amendments. The request for any changes or incorporations to the extent they are included in the renewed permit, may include the enforcement of operational control at the plant or enforceability of the permit. The applications will be available for viewing and copying at the TCEQ central office, the TCEQ Beaumont regional office, 3870 Eastex Freeway, Beaumont, Jefferson County, Texas, beginning the first day of publication of this notice. The facility's compliance file, if any exists, is available for public review in the Beaumont regional office of the TDEQ.

The executive director has determined the applications are administratively complete and will conduct a technical review of the applications.

PUBLIC COMMENT/PUBLIC MEETING. You may submit public comments or request for a public meeting, or request a contested case hearing to the Office of the Chief Clerk at the address below. The TCEQ will consider all public comments in developing a final decision on the application. The deadline to submit public comments is 30 days after newspaper notice is published.

The purpose of a public meeting is to provide the opportunity to submit comments or ask questions about the applications. A public meeting about the applications will be held if the executive director determines that there is a significant degree of public interest in the applications or if requested by a local legislator. A public meeting is not a contested case hearing.

If only comments are received on the applications, the response to comments, along with notice of the executive director's action on the applications, will be mailed to everyone who submitted comments or is on the mailing list for these applications.

The executive director will complete the technical review, issue a preliminary decision on the applications, and a Notice of Application and Preliminary Decision will be published and mailed to those who are on the mailing list for these applications. The notice will contain the final deadline for submitting public comments. If a hearing request is timely filed in Response to this Notice of Application and Intent to Obtain Air Permit, the time period for requesting a contested case hearing will be extended to thirty days after the mailing of the executive director's response to comments.

After the final deadline for public comments following the Notice of Application and Preliminary Decision, the executive director will consider the comments and prepare a response to all relevant and material, or significant public comments. If comments are received, the response to comments, along with the executive director's decision on the applications, will then be mailed to everyone who submitted public comments or is on a mailing list for these applications.

OPPORTUNITY FOR A CONTESTED CASE HEARING. You may request a contested case hearing. A contested case hearing is a legal proceeding similar to a civil trial in state district court. Unless a written request for a contested case hearing is filed within 30 days from the notice, the executive director may approve the applications. A contested case hearing will only be granted based on disputed issues of fact that are relevant and material to the Commission's decisions on the applications. Further, the Commission will only grant a hearing on issues raised by you or others during the public comment period and not withdrawn.

A person who may be affected by emissions of air contaminants from the facility is entitled to request a hearing. If requesting a contested case hearing, you must submit the following: (1) your name (or for a group or association, an official representative), mailing address, daytime phone number, and fax number, if any; (2) applicant's name and permit number; (3) the statement "[I/we] request a contested case hearing"; (4) a specific description of how you would be adversely affected by the application and air pollution from the facility in a way not common to the general public; (5) the location and distance of your property relative to the facility; and (6) a description of how you use the property which may be impacted by the facility. If the request is made by a group or an association, the one or more members who have standing to request a hearing and the interests which the group or association seeks to protect, must also be identified. You may also submit your proposed adjustment to the applications/permit which would satisfy your concerns.

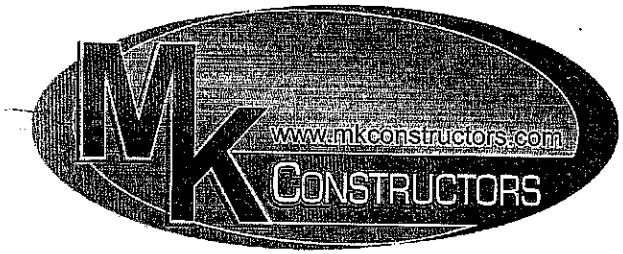
Following the close of all applicable comment and request periods, the executive director will forward the applications and any requests for contested case hearing to the Commissioners for their consideration at a scheduled Commission meeting. If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact relating to relevant and material air quality concerns raised during the comment period. Issues such as property values, noise, traffic, odor, and zoning are outside of the Commission's jurisdiction to address in this proceeding.

MAILING LIST. In addition to submitting public comments, you may ask to be placed on a mailing list to receive future public notices for this specific application(s) mailed by the Office of the Chief Clerk by sending a written request to the Office of the Chief Clerk at the address below.

AGENCY CONTACTS AND INFORMATION. Public comments and requests must be submitted either electronically at www.tceq.texas.gov/about/comments.html, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. If you communicate with the TCEQ electronically, please be aware that your email address, like your physical mailing address, will become part of the agency's public record. For more information about this permit application or the permitting process, please call the Public Education Program toll free at 1-800-687-4040. El dicho información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from Motiva Enterprises LLC, P.O. Box 712, Port Arthur, Texas 77641-0712 or by calling Mr. Adam L. Kvetan, Environmental Specialist at (409) 971-4672.

Notice Issuance Date: September 27, 2013



2485 North St.-Vidor, Tx. 77662
(409)769-0089Phone
(409)769-1288-Fax

"Bid Documents"

10-08-13A10:29 RCVD

Bid Name:	Re-Bid Jefferson County Drainage District No. 7 Ditch Main B Diversion
Bid No:	IFB 13-022-KJS
Due Date/Time:	11:00 A.M, October 8, 2013
Deliver To:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701
Bidder:	BDS Constructors LLC dba MK Constructors

Supporting documentation pending upload.

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

October 14, 2013

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 13-026/JW, Term Contract for Elevator Maintenance and Repair 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 Elevator Maintenance and Repair for Jefferson County**
BID NO:	**IFB 13-026/JW**
DUE DATE/TIME:	**11:00 AM, November 5, 2013**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Division 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Jamey West 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: Beaumont Enterprise – October 16th and October 23rd, 2013
Port Arthur News – October 16th and October 23rd, 2013

IFB 13-026/JW
Term Contract for Elevator Maintenance and Repair for Jefferson County
Bids due: 11:00 am, November 5, 2013

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "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 Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

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

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

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

2. 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. 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.

4. 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.

5. 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

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 a 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 Division.

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, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. 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 (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/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 posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. 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 to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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 requested at the time of annual renewal. 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.

4.13 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 shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall 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. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

The contractor (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, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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 – refer to Section 6 above.

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 Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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 I.1. – I.7., with the certificates of coverage to be provided to the person for whom they are providing services.

7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supercede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us; Phone: 409-835-8593), regarding any questions or comments. Please reference bid number 13-026/JW.

Scope

The intent of this invitation to bid is to solicit bids for Maintenance and Repair of Elevators for Jefferson County for an annual term contract. Bidders may bid on any or all lots.

General

It is the intent of the following minimum specifications to describe Maintenance and Repair of Elevators for Jefferson County and to establish an annual fixed price contract for the purchase of these items on an "as-needed basis." Brand names, where used, are for descriptive purposes. Bidder shall assume specifications to read "or approved equal or better." Alternate brands bid shall be named in the submitted bid. Jefferson County retains sole discretion in determining whether item(s) bid will be considered "equal" or "better."

Renewal Option

Jefferson County may consider renewal options for an additional period of four (4) years, one (1) year at a time, based on the same terms, conditions and pricing as the original contract. Renewal is subject to approval by Commissioners' Court each period. Once renewal option is exhausted, the contract must be re-bid.

Jefferson County reserves the option to re-bid at any time as in its best interest and is not automatically bound to renewal of contract.

Description

All work under this contract shall be performed in accordance with all the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Jefferson County. Therefore, the contractor shall, at all times, maintain direct and open communication with the appropriate representative of Jefferson County.

Hours of Service

Twenty-four (24) hour emergency call back service is required. The appropriate representative of Jefferson County shall certify all overtime, which will be allowed if the need arises. The overtime rate of the mechanic and helper should be provided in the Price/Delivery Information section of this bid.

Required Reports

Contractor shall maintain an accurate log of all work done and cooperate with the designated Jefferson County representative in reporting on each emergency call back. In addition, contractor shall provide a semi-annual report of all call waiting times by time of day, building, and by floor where applicable. The contractor shall not be responsible for

the installation of new attachments on elevators, whether required by insurance companies or government authorities.

Testing

Contractor shall conduct any and all tests or adjustments and directed by representative of Jefferson County in order to be in compliance with all applicable laws, regulations, and ordinances. In addition, contractor shall be responsible for all applicable expenses for authorized test witnessing authorities as required by the City of Beaumont or other federal, state and local applicable codes. Contractor shall provide Jefferson County with copies of all original applicable test reports. Testing includes, but is not limited to:

Monthly: Fireman's Service Phase 1 & 2 and emergency car light with alarm and maintain a record on each unit for testing. Copies of all test results shall be provided to the Jefferson County representative in duplicate.

Annually: Test all hydraulic elevator check relief valves and flexible hose fittings as required by A17.1 Safety Code for Elevators and Escalators.

Annually: Examine and test all existing traction elevators, safety devices, and governors, as required by A17.1.

Every five (5) years: Full load and test all existing traction elevators, safety devices, and governors, as required by A17.1.

Inspection

Jefferson County may inspect and test, at its convenience, any elevator and/or related equipment to ascertain the contract requirements are being fulfilled. Deficiencies shall be expeditiously corrected. Failure to begin to correct any deficiency within forty-eight (48) hours of notification will be justification for Jefferson County to satisfy requirement outside the current contract and deduct all costs for such services from the contractor's monthly charge for service.

Scope of Contract

Jefferson County may add or delete equipment to/from the contract as necessary. Service for added equipment must be priced comparably to similar equipment then currently on the contract. Deletions from this contract may be permanent or temporary. If temporary, the pro-rated sum of the monthly charges shall be deleted until the unit is returned to service.

For purposes of bidding, the following is to be considered within the scope of the contract:

Machine: worm, gear, thrust bearings, drive sheaves, drive sheave bearings, brake pulley, brake coil, brake contacts, brake linings and component parts; pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger packing, exposed piping and hoses, hydraulic fluid tanks.

Motor, Motor Generators, Solid State Drives: Motor and generator windings, rotating elements, commutators, brushes, brush holders and component parts; all solid state drive components, isolation transformers, switches or relays.

Controller Selector and Group Control Equipment: All relays, solid state components, resistors, condensers, transformers, contacts, coils, leads, timing devices, computer devices, steel selector tapes, mechanical and electrical drive components, batteries and time clocks.

Governor: Sheave and shaft assemblies, bearings, contact and jaw.

Hoist-ways: Deflector or secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom light switches, governor tension sheave assemblies, compensating sheave assembly and switch, car and counterweight guides shoes including roller and gibes, traveling cables, hoist and compensating ropes, governor ropes and chains, hoist-way door interlocks, hoist-way door hangers, bottom door guides and auxiliary door closing devices, hoist-way and machine room wiring. Feeder wiring, main line disconnects and machine room lighting and wiring are excluded.

Car: Automatic power door operator, door hanger, door contact, protective device, load weighting devices, frame and safety mechanism, platform and sill in elevator. Emergency lighting, bulbs, batteries, trickle charger, related wiring and components.

Signal System Devices and Fixtures: Including hall buttons, hall lanterns, car operating panels, position indicators, dials, bells, buzzers, gongs.

Equipment included

The elevators included in this specification are shown on the bid form on page 19.

Normal operations for elevators to be in use approximately eleven (11) hours per day, five (5) days per week. Normal maintenance shall be performed from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Successful bidder shall have a resident agent in Jefferson County to be continuously available for maintenance service as needed.

Successful bidder shall perform the service contract in a professional manner and shall at all times observe all applicable safety rules and regulations.

The County will be responsible for the cleanliness of the car interiors, for lighting fixtures and telephones, in the cars, and for repairs needed as a result of abuse of the equipment.

Material, Equipment, and Personnel

The contractor shall furnish all tools, materials, equipment and personnel required to fully assure that Jefferson County elevators are in top operating condition. The maintenance, repair, and servicing of the elevators as described herein must be accomplished by personnel directly employed and supervised by the contractor. No elevator may be removed from service for routine examination or repair without clearance from the designated Jefferson County representative.

Insurance

The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements listed. 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. The name of bid and bid number must appear on the certificate and name Jefferson County as additional insured. **Self-insured or fronted insurance programs are not acceptable.** Insurance certificates should be sent to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, Attn: Deborah L. Clark, Purchasing Agent.

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

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

_____
Name

_____
Phone Fax

_____
E-mail

BIDDER MUST RETURN THIS PAGE WITH OFFER

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Elevator Maintenance and Repair for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional one-year terms.

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

This contract shall henceforth be referred to as Contract No. IFB 13-026/JW, Term Contract for Elevator Maintenance and Repair 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 13-026/JW)
Term Contract for Elevator Maintenance for Jefferson County

Bid Form

BID FORM: SECTION I

Item	No. of Elevators	Location	No. of Floors Served	Type and Capacity	Price per Month	Total Lump Sum per Year
1	2	Jefferson County Jail 1001 Main St., Beaumont	4	Traction 3,000 lb.	$	$
2	2	New Courthouse Addition 1001 Pearl St., Beaumont	3	Hydraulic 3,000 lb.	$	$
3	1	County Clerk's Office 1001 Pearl St., Beaumont	3	Hydraulic 1,500 lb.	$	$
4	1	Old Courthouse 1149 Pearl St., Beaumont	11	Traction 3,000 lb.	$	$
5	1	Old Courthouse 1149 Pearl St., Beaumont	12	Traction 3,000 lb.	$	$
6	2	Courthouse Annex I 125 Franklin, Beaumont	2	Hydraulic 4,000 lb.	$	$
7	1	Subcourthouse, 525 Lake-shore Dr., Port Arthur	2	Hydraulic 2,000 lb.	$	$
8	1	900 Fourth St. Port Arthur	2	Hydraulic 2,500 lb.	$	$
9	1	Annex III 735 Orleans, Beaumont	4	Hydraulic 2,000 lb.	$	$
10	1	Correction Facility Dorm P 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	$	$
11	1	Correction Facility Dorm Q 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	$	$
12	1	Old Courthouse – Freight 1149 Pearl St., Beaumont	2		$	$
13	1	Annex IV 820 Neches, Beaumont	2	Hydraulic 2,000 lb.	$	$
14	2	Ford Park 5115 I-10, Beaumont	2	Hydraulic 2,100 lb.	$	$
15	1	Ford Park 5115 I-10, Beaumont	2	Hydraulic 4,500 lb.	$	$
16	1	Ford Park 5115 I-10, Beaumont	3	Hydraulic 4,500 lb.	$	$
					Total Lump Sum	$

BIDDER MUST RETURN THIS PAGE WITH OFFER

(IFB 13-026/JW)
Term Contract for Elevator Maintenance for Jefferson County

Bid Form (Continued)

BID FORM: SECTION II

BILLING RATES FOR EMERGENCY CALL-OUTS AND FOR REPAIRS NOT COVERED BY THE MAINTENACE CONTRACT.

		Labor Rates
Monday-Friday 8:00 am to 4:30 pm	Elevator Mechanic	$
	Elevator Helper	$
Monday-Friday 12:00 midnight to 8:00 am	Elevator Mechanic	$
	Elevator Helper	$
Monday-Friday 4:30 pm to 12:00 midnight	Elevator Mechanic	$
	Elevator Helper	$
Saturday 12:01 am to 12:00 midnight	Elevator Mechanic	$
	Elevator Helper	$
Sundays & Holidays 12:01 am to midnight	Elevator Mechanic	$
	Elevator Helper	$

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

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(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.)

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.

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.

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

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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 . . .

☐ 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 contract 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 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

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: _____

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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 MUST RETURN THIS PAGE WITH OFFER

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM
PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM
PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

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.

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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

Carroll & Blackman, Inc.
Consulting Engineers
Texas Registered Engineering Firm F-001054
3120 Fannin St. Phone: 409.833.3363
Beaumont, Texas 77701 Fax: 409.833.0317

October 8, 2013

Karen Stewart
Assistant Purchasing Agent
Jefferson County Purchasing Department
1149 Pear Street, 1St Floor
Beaumont, Texas 77701

Re: Jefferson County Drainage District No. 7
Main B Diversion
IFB 13-022/KJS
Recommendation of Award

Dear Ms. Stewart:

Bids were received on the Jefferson County Drainage District No. 7 Main B Diversion, project on October 8, 2013. Four (4) bids were received. The base bids and construction times were as follows:

	Base Bid
BDS Constructors, LLC (MK Constructors)	$2,961,035.00
Allco	$2,999,058.27
Mason Construction	$3,893,447.50

BDS Constructors, LLC operating as MK Constructors was the low bidder at $2,961,035.00 The bids have been reviewed. Errors were found in the bid submitted by Mason Construction in the Deductive Alternate Bid Item, however, this item was not used as a basis of the recommendation of award. It is recommended, therefore, that the County award the Jefferson County Drainage District No. 7 Main B Diversion, project, Contract No. DRS010219 Project No. P00939 to BDS Constructors, LLC operating as MK Constructors for the bid total amount of $2,961,035.00.

If you have any questions, please feel free to call.

Sincerely,

CARROLL & BLACKMAN, INC.
Consulting Engineers & Surveyors

Maryella Begley, PE
Project Manager

cc: Beth Waxman, Waxman and Associates
Ralph Mitchell, Jefferson County Drainage District No. 7

BID TABULATION FOR MAIN B DIVERSION REBID
BID OPENING OCTOBER 8, 2013

				MK CONSTRUCTORS		ALLCO		MASON CONSTRUCTION	
NO.	ITEM	QUANTITY	UNIT	UNT COST	ITEM TOT	UNT COST	ITEM TOT	UNT COST	ITEM TOT
1	MOBILIZATION	1.00	LS	$77,700.00	$77,700.00	$75,000.00	$75,000.00	$215,000.00	$215,000.00
2	CLEARING & GRUBBING	3.00	ACRE	$10,000.00	$30,000.00	$3,661.08	$10,983.24	$2,700.00	$8,100.00
3	CHANNEL EXCAVATION	19,250.00	CY	$6.50	$125,125.00	$7.51	$144,567.50	$4.07	$78,347.50
4	GATE STRUCTURE	1.00	LS	$1,735,000.00	$1,735,000.00	$1,755,013.23	$1,755,013.23	$1,660,000.00	$1,660,000.00
5	50' BRIDGE	1.00	LS	$315,000.00	$315,000.00	$289,700.55	$289,700.55	$918,000.00	$918,000.00
6	CONC. LINER	11,280.00	SY	$57.00	$642,960.00	$61.35	$692,028.00	$82.50	$930,600.00
7	FENCE	500.00	LF	$49.00	$24,500.00	$5.97	$2,985.00	$51.60	$25,800.00
8	TRENCH SAFETY	4,000.00	LF	$0.10	$400.00	$0.25	$1,000.00	$2.40	$9,600.00
9	GRADING & SEEDING	3.00	ACRE	$1,450.00	$4,350.00	$7,493.75	$22,481.25	$3,000.00	$9,000.00
10	SWPPP	1.00	LS	$6,000.00	$6,000.00	$5,299.50	$5,299.50	$39,000.00	$39,000.00
	TOTAL BASE BID				$2,961,035.00		$2,999,058.27		$3,893,447.50
1D	DEDUCT FOR 30' BRIDGE	1	LS	$300,000.00	$300,000.00	$161,025.00	$161,025.00	$818,000.00	$818,000.00 *

* WORDS AND FIGURES DO NOT MATCH FOR THE DEDUCTIVE ALTERNATE IN THE BID SUBMITTED BY MASON CONSTRUCTION. $818,000.00 WAS WRITTEN IN FIGURES. THREE MILLION SEVEN HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED FORTY-SEVEN DOLLARS AND FIFTY CENTS, WAS WRITTEN IN WORDS.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

AMENDMENT I TO CONTRACT

October 9, 2013

Member's Building Maintenance, LLC.
11363 Denton Dr., #127
Dallas, TX 75229
Attention: Mr. Eddie Kang

Dear Mr. Kang:

This letter will serve as Amendment I (one) to contract IFB 13-013/JW, Term Contract for Janitorial Services for Jefferson County.

Amendment I (one) will add janitorial services for the Hamshire Building located at 19217 FM 365, Beaumont, Texas, 77705. Pricing is shown below.

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Hamshire Building 19217 FM 365, Beaumont Mon-Fri, 5:30 pm–12:00 mid. Floors: 1; Elevators: 0 To be serviced: 5 days/week	$64.62	$323.10	52	$16,801.20

Please sign below, and return to me via E-Mail at (jwest@co.jefferson.tx.us)

Member's Building Maintenance

10/9/2013
Date

Jeff R. Branick
Jefferson County Judge

Date

Business Class Customer Service Order

Account Executive: Will Nichols
Phone: (409) 543-8723 ext:
Cell Phone: +1 4095438723
Fax: (866) 652-5330
Email: william.nichols1@twcable.com

Business Name		Customer Type: Existing Customer
Federal Tax ID	**Tax Exempt Status**	**Tax Exempt Certificate #**
*****0291	State	1-74-6000291-2
Billing Address		**Account Number**
1149 Pearl St Data Cente Beaumont TX 77701		8260170160470174
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Deborah Syphrett-Clark	(409) 835-8500	syphrett@co.jefferson.tx.us

Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Paul Helegda	(409) 835-8447	helegda@co.jefferson.tx.us

Technical Contact	Technical Contact Phone	Technical Contact Email Address
Tim Pierce	(409) 835-8447	tpierce@co.jefferson.tx.us

Current Services and Monthly charges At 1149 Pearl St Unit 6th Floor, Beaumont TX 77701

Description	Quantity	Sales Price	Monthly Recurring Total
A/O BUSINESS	3	$11.88	$35.64
BASIC VIDEO - PRIVATE	1	$9.66	$9.66
STANDARD VIDEO-PRIVATE	1	$65.80	$65.80
***Total**			**$111.10**

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 1149 Pearl St Unit 6th Floor, Beaumont TX 77701

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	$10.00	$10.00	36 Months
Q4 2013 $349 50Mx5M Wideband	1	$349.00	$349.00	36 Months
***Total**			**$359.00**	

*Prices do not include taxes and fees.

One Time fees At 1149 Pearl St Unit 6th Floor, Beaumont TX 77701

Description	Quantity	Sales Price	Total
Wideband Installation Fee	1	$200.00	$200.00
Total			**$200.00**

*Prices do not include taxes and fees.

Special Terms

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then-current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Cable television and Work-at-home services are subject to annual price change.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

[signature]	
Authorized Signature for Time Warner Cable	Authorized Signature for Customer
William Nichols - Account Executive II	
Printed Name and Title	Printed Name and Title
10/1/2013	
Date Signed	Date Signed

GAS TRANSPORTATION AGREEMENT
CONTRACT # GT 17504

TRANSPORTER: **Texas Gas Service Company**
1301 S. Mopac Expressway, Ste. 400
Austin, Texas 78746

SHIPPER: **Jefferson County**

SERVICE AREA: **Port Arthur**

ARTICLE I
QUANTITY

1.1 Subject to the terms, limitations and conditions hereof, Shipper or Shipper's designee, hereby agrees to deliver or cause to be delivered to Transporter at the Point(s) of Delivery, defined hereinafter, certain volumes of natural gas from the Source(s) connected to Transporter's system. Transporter hereby agrees to receive, transport and redeliver at the Point(s) of Redelivery, defined hereinafter, an Equivalent Quantity (defined at Appendix A hereto) of natural gas to Shipper or Shipper's designee(s). The gas volumes transported hereunder are for the sole consumption of the Shipper, and not for sale by the Shipper.

1.2 Exclusive of any quantities purchased from Transporter under an existing or future gas sales agreement, the quantities transported hereunder shall be the entire natural gas requirements of Shipper's facilities at each Point of Redelivery located in Port Arthur, Texas as specified in Exhibit "B" attached hereto. Transporter shall transport and redeliver all gas to Shipper or receive payment for all gas redelivered to Shipper or Shipper's designee as if transported and redelivered by Transporter. For billing purposes, volumes transported hereunder shall be measured first through the meter at the Point of Redelivery.

1.3 It is expressly agreed and understood by the parties that nothing herein shall obligate the Shipper to transport any minimum quantity of natural gas.

1.4 In addition to the foregoing, this Agreement may be modified from time to time to include other sources of gas pursuant to the written request of either party and the written consent of the other. No later than ninety (90) days prior to the end of each Contract Year, Shipper shall provide Transporter with an estimate, in Mcf's, of the maximum daily volumes of gas to be delivered to Transporter at each Point of Delivery during the next succeeding Contract Year.

1.5 It is recognized that because of dispatching and other causes certain imbalances may occur between the volume of gas delivered at the Point of Delivery by or for the account of Shipper and the volume of gas redelivered at the Point of Redelivery by Transporter to or for the account of Shipper. Such imbalances, if any, shall be eliminated, during the month following the month in which they occur. Should Shipper accept more gas at the Point of Redelivery than the volume delivered by Shipper at the Point of Delivery and should Shipper for any reason not eliminate such imbalance within a sixty (60) day period following the month in which it occurs, such excess volumes of gas shall be deemed sold by Transporter to Shipper pursuant to Transporter's applicable sales rate schedule for the Gulf Coast Service Area (Transporter's Sales Rate Schedule")..

1.6 Transporter shall not be obligated to accept deliveries of gas volumes which, in Transporter's sole discretion, would exceed the system capacity that is available or, in Transporter's sole opinion, is necessary to insure service to Transporter's existing or subsequently acquired sales customers, or are in excess of the limits set forth in Paragraph 1.1 above.

1.7 The atmospheric pressure and pressure base conditions for the purpose of billing and measurement of the volumes of gas transported hereunder are specified in Paragraphs 2.2 and 2.3, respectively, of Appendix A to this Agreement.

ARTICLE II
INTERRUPTION OF DELIVERIES

2.1 Should Shipper receive notice of any interruption of deliveries of Shipper's gas to Transporter for any reason, Shipper shall immediately notify Transporter by telephone, followed by written notice. Shipper shall immediately notify Transporter by telephone, followed by written notice; of the day deliveries of Shipper's gas to Transporter shall resume. Such telephone notice shall be given no less than twenty-four (24) hours before transportation service is to be resumed.

2.2 Should gas deliveries hereunder be interrupted pursuant to Paragraph 2.1 or due to loss of Shipper's gas supply, then Transporter may, but shall have no obligation to, sell gas to Shipper pursuant to Transporter's rate schedule. Should Transporter at its sole option elect to sell to Shipper, such sale shall be subject to curtailment plans approved from time to time by the Railroad Commission of Texas or in the absence of an applicable plan, consistent with Transporter's policies regarding curtailment and stand-by supplies of transport gas, as such policies may change in Transporter's reasonable discretion.

2.3 Under no circumstances shall transporter ever be obligated to provide gas sales service to Shipper. However, during periods of loss of Shipper's gas supply, Transporter in its sole discretion may elect to (i) provide sales gas to Shipper, or (ii) terminate service to Shipper during such period(s) regardless of the curtailment status of Transporter's systems at the time of such loss.

2.4 During any period of interruption of Shipper's supply when Transporter has so elected to provide gas sales service, Shipper shall purchase from Transporter for at least a continuous twenty four (24) hour period. However Shipper shall use its best efforts to promptly correct such supply interruption in order to resume deliveries under the terms and conditions hereof.

2.5 Shipper acknowledges that Transporter's capacity to deliver at any particular time will be subject to existing curtailment priorities and plans in effect with any regulatory bodies having jurisdiction over same. Shipper and Transporter agree that Shipper will be served under this Transportation Agreement in the same curtailment priority which would otherwise apply to Shipper, if Shipper were a sales customer of Transporter.

2.6 Shipper acknowledges that should Transporter's gas suppliers curtail deliveries of gas to Transporter to the extent that Transporter is forced to interrupt the redelivery of gas to Shipper because of curtailment priorities and plans, while at the same time, Shipper's gas supplies are not in curtailment, Transporter will have the right to purchase any such supply volumes at a rate equal to the highest price paid by Transporter under all system supply contracts then in effect for Transporter's Gulf Coast Service Area.

ARTICLE III
POINT(S) OF DELIVERY AND REDELIVERY

3.1 Gas delivered by or for the account of Shipper hereunder shall be delivered to Transporter at the following points:

(a) At mutually agreeable point(s) at or near the sources of gas listed on Exhibit "A" attached hereto and made a part hereof; and

(b) Any other point(s) agreed to in writing by the parties hereto.

3.2 Transporter shall redeliver such gas to Shipper at the following Point(s) of Redelivery:

(a) At mutually agreeable point(s) at or near Shipper's end use facilities listed on Exhibit "B" attached hereto and made a part hereof; and

(b) Any other point(s) agreed to in writing by the parties hereto.

3.3 Unless such facilities already exist, Transporter shall construct, own and operate at Shipper's expense, all measurement facilities, as determined in Transporter's sole opinion, as necessary to receive and measure gas from Shipper or Shipper's designee at the Point(s) of Delivery and to transport and redeliver an Equivalent Quantity of gas to Shipper or Shipper's designee at the Point(s) of Redelivery.

Shipper shall reimburse Transporter for the cost of any meters, electronic measurement equipment, taps, modifications, upgrades, replacements, or changes, including other facilities as required to receive and redeliver gas at the Point(s) of Delivery and Point(s) of Redelivery, or to monitor the level of gas flowing on a daily basis in order to balance Transporter's system supplies for resale, as determined by Transporter in it's sole opinion, including such equipment as is necessary to electronically monitor, measure, record, and/or transmit the data for the purpose of maintaining Transporter's system integrity or to bill the customer's account. Such equipment that Transporter determines is needed may also include equipment to monitor the heating value, gas quality, or other specifics of the gas redelivered hereunder or to provide for automatic electronic billing of the customer's account. Prior to any construction by Transporter of any such new, modified, upgraded, or expanded facilities under this Agreement, Transporter shall determine and invoice Shipper for the cost of said facilities, including compensation for overhead and administration. Shipper shall pay said invoice in full within thirty (30) days after receipt. Should Shipper not pay such invoice, then this Agreement shall terminate on the last day of the month in which such 30-day payment period ends.

3.4 It is understood and agreed that Transporter shall have the unqualified right to commingle gas tendered by Shipper for transportation hereunder with other gas in Transporter's pipeline system and to handle and treat the gas in any manner which, in Transporter's sole discretion, may be required in the transportation between the Point(s) of Delivery and Point(s) of Redelivery. Shipper shall provide written notice to Transporter of any change in the Point of Delivery at which Shipper tenders volumes at least forty-eight (48) hours prior to such change.

3.5 Transporter shall be in control and possession of the gas transported hereunder and responsible for any damage or injury caused thereby from time of receipt at the Point(s) of Delivery until the gas has been delivered to Shipper at the Point(s) of Redelivery. As between Transporter and Shipper, Shipper shall be in control and possession of the gas and responsible for any damage or injury caused thereby before the gas has been delivered to Transporter at Point(s) of Delivery and after the redelivery at the Point(s) of Redelivery.

ARTICLE IV
RATES

4.1 Transporter's applicable Rate Schedule, as amended from time to time, shall govern the conditions under which transportation service is available. Subject to the other provisions of this Agreement, beginning on the date deliveries of gas commence hereunder, Shipper shall pay to Transporter each month, for each Mcf of gas redelivered by Transporter to Shipper at the above-described Point(s) of Redelivery during the preceding month, the sum of the following:

(a) All charges specified in Transporter's applicable Rate Schedule governing transportation service at each Point of Redelivery as shown on Exhibit "B", as amended from time to time; plus

(b) Any third party demand charges, transport or service fees paid by Transporter for the benefit of Shipper associated with the transportation of gas hereunder; plus

(c) To the extent Shipper requires special handling of the gas transported hereunder, all costs (including, but not limited to, a rate of return and compensation of overhead, administration and depreciation) for compression, treating or similar services provided by Transporter; plus

(d) All amounts for any taxes (including, but not limited to, municipal franchise fees or taxes and Article 6060 Tax), fees, and Shipper's lost and unaccounted-for gas volumes; plus

(e) In addition to the other sums payable to Transporter under this Agreement, Shipper agrees to pay Transporter the full amount of any additional, new or increased taxes, fees, street rentals, license fees, franchise taxes or fees or charges of every kind and character contracted, levied or assessed by any federal, state, municipal or other governmental authority against Transporter in connection with or attributable to the transportation, delivery, redelivery, use or other handling of the gas transported on behalf of Shipper, unless Shipper has furnished Transporter satisfactory certificates

showing that Shipper is exempt from the applicable taxes, fees or charges. Subject to any necessary regulatory approvals, Shipper agrees to pay this additional tax, fee or charge whether asserted on a retroactive basis or whether applied on a going forward basis; plus

4.2 Transporter retains the right to adjust the tariff rates described in Paragraph 4.1 above at any time Transporter's filed tariff rates are changed or amended.

4.3 Notwithstanding the Rate Schedule referred to in Section 4.1(a) above, Shipper shall be allowed to satisfy its lost and unaccounted for gas obligation set forth in such Rate Schedule by payment in kind, unless Transporter, at Transporter's sole option, notified Shipper that Transporter will not accept such payment in kind.

4.4 When Transporter allows payment in kind, in addition to the volumes to be transported hereunder, Shipper shall tender to Transporter at the Point(s) of Delivery volumes of gas equal to the volumes delivered to Shipper at the Point of Delivery multiplied by the most recent purchase/sales ratio for Transporter's Gulf Coast Service Area. The purchase/sales ratio shall be calculated for the twelve (12) months ended October 31st each year based on actual purchases and actual sales, adjusted to reflect all volumes transported.

4.5 Shipper shall notify Transporter, in writing, of any change in Shipper's facilities, equipment, or volume of consumption, which would result in the application of a different rate schedule. Upon receipt of such notice, Transporter shall apply the appropriate rate schedule commencing with the next billing following Transporter's receipt of notice.

ARTICLE V
TERM

5.1 Subject to the terms hereof, this Agreement shall become effective on **November 1, 2013**, and shall remain in full force and effect for the primary term extending through **October 31, 2014**. Following expiration of the primary term this Agreement shall extend on a month-to-month basis unless written notice of termination is delivered no less than thirty (30) days prior to the end of the primary term or any extension thereof by either Transporter or Shipper.

ARTICLE VI
NOTICES

6.1 Any notice, request, demand, statement, or payment provided for in this Agreement shall be in writing and deemed given when actually delivered or when deposited in the United States mail, postage prepaid, directed to the post office address of the parties:

SHIPPER:
All Notices:
Texas Gas Service Company
1301 S. Mopac Expressway, Suite 400
Austin, Texas 78746
Attn: Contract Administrator
Telephone: (512) 370-8387
Facsimile: (512) 476-4966

Statements and Payments:
Texas Gas Service Company
P.O. Box 219913
Kansas City, MO 64121-9913

TRANSPORTER:
All Notices
Jefferson County
1149 Pearl St. 7th Floor
Beaumont, TX 77701
Attn: Mr. Williams
Telephone: (409) 726-2500
Facsimilie: (409)

Statements (Invoices):
Jefferson County
1149 Pearl St. 7th Floor
Beaumont, TX 77701

or such other address as either party may from time to time designate as the address for such purposes by registered or certified letter addressed to the other party.

6.2 This agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

6.3 A waiver by either party of any one of more defaults by the other hereunder shall not operate as a waiver of any other existing or future default or defaults, whether of a like or different character.

6.4 The General Terms and Conditions attached as Appendix "A" to this Agreement are hereby incorporated by reference and made a part of this Agreement. This writing, together with the exhibits, schedules and appendices referenced herein contain the entire agreement of the Shipper and Transporter concerning the subject matter hereof and there are no other agreements by the parties with respect thereto.

ARTICLE VII
CONFIDENTIALITY

7.1 The terms of this Agreement, including but not limited to the price paid for transportation of the gas, the identified transporting pipelines, and all other material terms of this contract shall be kept confidential by the parties hereto, except as required by law or for the purpose of effectuating the purchase and third party transportation of the subject gas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

SHIPPER:

JEFFERSON COUNTY

By: _____

Printed Name: _____

Title: _____

Date: _____

TRANSPORTER:

TEXAS GAS SERVICE COMPANY,
a division of ONEOK, Inc.

By: _____

Printed Name: Kari L. French

Title: VP – Commercial Activities

Date: _____

EXHIBIT "A"

To the Gas Transportation Agreement GT 17504 between **TEXAS GAS SERVICE COMPANY** (Transporter) and **JEFFERSON COUNTY**, (Shipper).

Point(s) of Delivery

1. Any existing delivery points into Transporter's distribution system as mutually agreed upon by Transporter, Shipper and Shipper's supplier.

EXHIBIT "B"

To the Gas Transportation Agreement GT 17504 between **TEXAS GAS SERVICE COMPANY** (Transporter) and **JEFFERSON COUNTY**, (Shipper),

POINT (S) OF REDELIVERY

Premise Number	Meter Location
1221865	5030 Highway 69 South

APPENDIX A
GENERAL TERMS AND CONDITIONS

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APPENDIX A
GENERAL TERMS AND CONDITIONS

Attached to and made a part of that certain Gas Transportation Agreement GT 17504 between **TEXAS GAS SERVICE COMPANY** (Transporter) and **JEFFERSON COUNTY**, (Shipper).

ARTICLE I
DEFINITIONS

Except in those certain instances where the context states another meaning, the following terms when used in this Agreement shall mean:

1.1 Natural Gas and Gas: Natural gas produced from gas wells and gas produced in association with oil (casinghead gas) and/or the residue gas resulting from processing both casinghead gas and gas-well gas.

1.2 Day: The period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Time on any calendar day and ending at 9:00 a.m. Central Time on the calendar day immediately following.

1.3 Month: A period beginning at 9:00 a.m. Central Time on the first day of a calendar month and ending at 9:00 a.m. Central Time on the first day of the calendar month immediately following, except that the first month shall begin on the date of initial deliveries of natural gas hereunder and shall end at 9:00 a.m. Central Time on the first day of the calendar month immediately following.

1.4 Contract Year: The twelve (12) month period commencing on the effective date hereof and each consecutive twelve (12) month period thereafter.

1.5 Mcf: One thousand (1000) cubic feet.

1.6 Btu: British thermal unit. The term MMBtu shall mean one million (1,000,000) Btu.

1.7 Heating Value: The gross number of British thermal units (Btu's) which would be contained in the volume of one (1) cubic foot of gas at a temperature of sixty degrees (60°) Fahrenheit, when saturated with water vapor and under a pressure of 14.73 pounds per square inch absolute and adjusted to reflect the actual water vapor content of the gas delivered; however, if the water vapor content is seven (7) pounds per million cubic feet or less, the gas shall be deemed dry.

1.8 psig: Pounds per square inch gauge.

1.9 psia: Pounds per square inch absolute.

1.10 Equivalent Quantity: The volume in Mcf's of gas transported by Transporter for Shipper as measured at the Point(s) of Delivery hereunder during a given period of time.

ARTICLE II
MEASUREMENT AND TESTS

The measurement and tests for quality of gas delivered hereunder shall be governed by the following:

2.1 The volume shall be measured by meters or other equipment installed, maintained and operated by or on behalf of Transporter as required in Transporter's sole judgment and opinion. Computations shall be made in accordance with industry practice.

2.2 For the purpose of measurement, calculation and meter calibration, the average absolute atmospheric (Barometric) pressure shall be assumed to be fourteen and seven tenths (14.70) psia at the

Point(s) of Delivery and fourteen and seven tenths (14.70) psia at the Point(s) of Redelivery irrespective of variations in natural atmospheric pressure from time to time.

2.3 The unit of volume for purposes of measurement shall be one (1) cubic foot of gas at a temperature base of sixty degrees (60°) Fahrenheit and at a pressure base of fourteen and ninety-five hundredths (14.95) pounds per square inch absolute. Shipper agrees that the Btu content per Mcf of the gas volumes delivered by Transporter at the Point(s) of Redelivery shall be assumed to be equal to the Btu content per Mcf of the gas volumes delivered by Shipper at the Point(s) of Delivery, when corrected for differences in pressure base.

2.4 The temperature shall be adjusted to standard conditions by a compensation device included with the meter or such other method, as Transporter shall deem appropriate. Corrections shall be made in accordance with industry practice.

2.5 Specific gravity shall be determined with accuracy to the nearest one-thousandth by taking samples of the gas at the point of measurement at such times as may be determined to be necessary in practice by the use of an instrument commonly used and accepted in the industry. Should Transporter install equipment that monitors and measures specific gravity at Shipper's Point(s) of Redelivery, such value as is determined by such equipment shall be used.

2.6 Tests for carbon dioxide, sulfur, and hydrogen sulfide content of the gas delivered hereunder shall be made by approved standard methods from time to time as requested by any party hereto, but not more often than once each three (3) months. Should Transporter install equipment that monitors and measures the gas quality at Shipper's Point(s) of Redelivery, such values as is determined by such equipment shall be used.

2.7 All measuring equipment, housing devices, and materials shall be of standard manufacture and shall, with all related equipment, appliances and buildings, be installed, maintained, and furnished by Transporter or its designee. Shipper may install and operate check-measuring equipment, which shall not interfere with the use of Transporter's equipment. All testing equipment shall be of standard manufacture and shall be maintained, operated and furnished by Transporter or its designee at Transporter's expense.

2.8 The accuracy of Transporter's measuring and testing equipment shall be verified by Transporter at necessary intervals, to insure accurate measurement. Tests for quality of the gas may be made at the time of equipment testing, or at other times, as deemed necessary by Transporter. Notice of the time and nature of each test shall be given Shipper sufficiently in advance to permit Shipper to have a representative present. Measuring and testing equipment shall be tested by Transporter's employees or agents using reasonable means and methods in the presence of representatives of both Transporter and Shipper, if present. If Shipper fails to have a representative present after proper notice, the results of such tests shall be provided to Shipper and shall nevertheless be considered accurate until the next test. All tests shall be made at Transporter's expense, except that Shipper shall bear the expense of tests made at its request if any error found is two percent (2%) or less.

2.9 If at any time any of the measuring or testing equipment is found to be out of service, or registering inaccurately in any percentage, it shall be adjusted at once to read accurately within the limits prescribed by the manufacturer. If such equipment is out of service, or inaccurate by an amount exceeding two percent (2%) at a reading corresponding to the average rate of flow for the period since the last preceding test, the previous reading of such equipment shall be disregarded for any period definitely known or agreed upon, or if not so known or agreed upon, for a period of sixteen (16) days or one-half (1/2) of the time elapsed since the last test, whichever is shorter. The volume of gas delivered during such period shall be estimated by:

(a) Using the data recorded by any check-measuring equipment if installed and accurately registering; or
(b) If not installed or registering accurately, by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation; or

(c) If neither such method is feasible, by estimating the quantity or quality delivered, based upon deliveries during a period when the equipment was registering accurately, corrected to reflect weather and/or operating conditions during the estimate period.

No corrections shall be made for recorded inaccuracies of two percent (2%) or less.

2.10 Shipper and Transporter shall have the right to inspect equipment installed or furnished by the other, and the charts and other measurement or testing data of the other, at all times during business hours, but the reading, calibration and adjustment of such equipment and changing of charts shall be done only by the party owning such equipment. Each party shall preserve all original test data, charts and other similar records in party's possession for a period of at least two (2) years from the date such records were generated.

ARTICLE III
DELIVERY PRESSURE AND COMPRESSION

3.1 Subject to Paragraph 3.3, all gas delivered by or for the account of Shipper to Transporter hereunder shall be delivered at pressures of at least 350 psi or such greater pressure as may be needed to enter Transporter's pipeline system against the working pressures maintained therein from time to time.

3.2 Subject to Paragraph 3.3, all gas redelivered by Transporter to Shipper or Shipper's designee hereunder shall be redelivered at pressures sufficient to enter Shipper's or Shipper's designee's facilities against the working pressures maintained therein from time to time, but not to exceed thirty (30) psi. Transporter shall not be required to compress such gas in order to redeliver at the Point(s) of Redelivery specified above.

3.3 Nothing herein shall be construed as obligating either party to compress the gas covered hereby in order to effect delivery thereof to the other party, nor shall either party be obligated to receive gas hereunder at pressures exceeding the maximum allowable operating pressures of their respective facilities as prescribed under any applicable governmental regulations.

ARTICLE IV
QUALITY

4.1 The gas delivered by Shipper hereunder shall be commercially free of gum, gum-forming constituents, gasoline and other solid and/or liquid matter that may become separated from the gas during transportation thereof, and shall conform to the following specifications:

(a)	Dust, rust & other solids	None
(b)	Carbon Dioxide	Not more than 2.0% by volume
(c)	Oxygen	Not more than .20% by volume
(d)	Hydrogen Sulfide	Not more than ¼ grain per 100 cubic feet
(e)	Total Sulfur	Not more than 5 grains per 100 cubic feet
(f)	Free Water	None
(g)	Heating Value	Not less than 950 Btu per cubic foot.
(h)	Temperature	Not more than 120° F. or less than 40°F.
(i)	Water Vapor	Not more than 7# per million cubic feet.

4.2 Transporter, at its option, may refuse to accept delivery of any gas not meeting the quality specifications set out above. Thereafter, Shipper shall have the right to conform or cause the gas to be conformed to the above specifications. If Shipper does not elect to conform the gas to said specifications, then Transporter at its sole option may accept or reject any such gas.

4.3 Notwithstanding anything to the contrary contained herein, the gas which Transporter transports and redelivers to Shipper shall be odorized by Transporter. In the event Shipper desires to remove the odorant, such removal shall be solely at Shipper's risk and expense.

ARTICLE V
PAYMENTS; FINANCIAL RESPONSIBILITY

5.1 Shipper may appoint a Qualified Supplier to act on Shipper's behalf. The appointment of such Qualified Supplier shall not relieve of liability for any payments due hereunder.

5.2 After delivery of gas has commenced, Transporter shall mail or send by facsimile, on or before the fifteenth (15th) day of each calendar month, render to Shipper a statement showing the quantity of gas delivered by Transporter to Shipper at the Point(s) of Redelivery and the amount owed Transporter for such deliveries during the month preceding such notice. Shipper shall pay Transporter the amount so billed within ten (10) days after the delivery of the statement by Transporter.

5.3 In the event Shipper shall fail to pay any amount due Transporter when the same is due, interest on the unpaid portion shall accrue at a rate equal to the lower of (i) the prime rate of interest charged by Chase Bank, N.A., or its successor, to its largest customers plus two percent (2%) per annum or (ii) the maximum lawful rate, from the date due until the date of payment. In addition to any other remedy it may have, Transporter may immediately suspend, without notice, further delivery of gas until such amount, including interest, is paid.

5.4 In the case of disputed accounts, Shipper shall pay the disputed bill under protest. Upon receipt of notice of a disputed bill from Shipper, Transporter shall then promptly make a complete investigation of the matter and, if the bill is correct, shall explain all points in question. If the bill is in error, Transporter shall promptly submit a corrected bill to Shipper, together with any appropriate refund.

5.5 Should Shipper's account remain delinquent beyond a thirty (30) day period, exclusive of any disputed amounts under Paragraph 5.3 above; Transporter, at its sole discretion, may terminate this Agreement and discontinue service with five (5) days notice as described in Transporter's Gas Tariff on file with the Railroad Commission of Texas and local regulatory authorities.

5.6 Each party hereto shall have the right, at any and all reasonable times to examine the books and records of the other, to the extent necessary to verify the accuracy of any statement, charge, computation or demand made under this Agreement.

5.7 When reasonable grounds for insecurity of payment or title to the gas arise, Transporter may demand adequate assurance of performance. Adequate assurance shall mean sufficient security in the form of and for the term reasonably specified by Transporter, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset acceptable to Transporter or a performance bond or guarantee by a creditworthy entity. In the event Shipper shall (i) make an assignment or any general arrangement for the benefit of creditors; (ii) default in the payment obligation to Transporter; (iii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iv) otherwise become bankrupt or insolvent (however evidenced); or (v) be unable to pay its debts as they become due; then Transporter shall have the right to either withhold and/or suspend deliveries, net and/or setoff all transactions outstanding between the parties, use all rights, counterclaims and other defenses which it is or may be entitled to at law or arising from this Agreement, or terminate this Agreement without prior notice.

ARTICLE VI
TAXES

6.1 Transporter shall pay or cause to be paid the taxes lawfully levied on Transporter, or otherwise to be borne contractually by Transporter, and applicable to the gas delivered hereunder prior to its delivery to Shipper. Shipper shall pay all taxes lawfully levied on Shipper applicable to such gas after delivery to Shipper or Shipper's designee or otherwise to be borne contractually by Shipper under the terms of this Agreement.

ARTICLE VII
WARRANTY OF TITLE

7.1 Shipper warrants title to all gas delivered by it, that it has the right to same, and that such gas is free from liens and adverse claims of every kind. Shipper shall pay or cause to be paid all sums due on the gathering or handling of the gas delivered by Transporter for the account of Shipper. Shipper shall indemnify and save Transporter harmless from and against all taxes, payments, liens or other charges applicable to said gas arising prior to its delivery to Transporter or Transporter's designee.

ARTICLE VIII
FORCE MAJEURE

8.1 Except for Shipper's obligations to make payments hereunder, neither party hereto shall be liable for any failure to perform the terms of the Agreement when such failure is due to "force majeure" as hereinafter defined. The term "force majeure" as employed in this Agreement shall mean acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, arrests and restraint from rulers or people, interruptions or terminations by or as a result of government or court action or orders, or present and future valid orders of any regulatory body having jurisdiction, acts of the public enemy, wars, riots, blockades, insurrections, inability to secure or delay in securing labor or materials by reason of allocations promulgated by authorized governmental agencies, epidemics, landslides, lightning, earthquakes, fire, storm, floods, washouts, explosions, breakage or freezing of pipelines, inability to obtain easement or rights-of-way, the making of repairs or alterations to lines of pipe or plants, partial or entire failure of gas supply, failure or inability or any other cause, whether of the kind herein enumerated or otherwise not reasonably within the control of the party claiming "force majeure." The "force majeure" shall, so far as possible, be remedied with all reasonable dispatch. The settlement of strikes or lockouts or industrial disputes or disturbances shall be entirely within the discretion of the party directly involved therein, and the above requirement that any "force majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or industrial disputes or disturbances by acceding to the demands of any opposing party therein when such course is inadvisable in the discretion of the party directly involved herein. A decision to close a facility due to business or economic conditions shall not fall within the meaning of "force majeure."

8.2 If a party claims force majeure that affects one or more Delivery Point(s), nothing herein contained shall require the party claiming force majeure to make deliveries or to take gas at an alternative Delivery Point. Subject to then existing applicable regulatory requirements, should the gas available to Shipper for sale be reduced due to force majeure, Transporter may, in its sole discretion, reduce or completely stop deliveries to Shipper, for whatever reason.

ARTICLE IX
GOVERNMENTAL RULES, REGULATIONS AND AUTHORIZATION

9.1 This Agreement shall be subject to all valid applicable state, local and federal laws, orders, directives, rules and regulations of any governmental body, agency or official having jurisdiction over this Agreement and the transportation of gas hereunder.

9.2 If at any time during the term hereof, any governmental authority having jurisdiction over this Agreement and the transportation of gas hereunder shall take any action as to Transporter or Shipper or any third party transporter whereby the sale, transportation, other handling (compression or treating), delivery, receipt and use of gas as contemplated hereunder shall be proscribed or subjected to terms, conditions, regulations, restraints, or price or rate controls, ceilings or limits that in the sole judgment of Transporter or Shipper are unduly or overly burdensome to that party, such party may at any time thereafter cancel and terminate this Agreement after thirty (30) days written notice without further liability hereunder, except as to payments due at the time of such termination.

9.3 Shipper and Transporter agree to file or have filed in a timely manner all applications, affidavits, statements and notices required for sale, transportation and delivery necessary of the gas hereunder.

ARTICLE X
ASSIGNMENT

10.1 This Agreement shall extend to and be binding upon the parties, their successors and assigns, but no transfer of any kind, wholly or partially, shall be made without the prior written consent of the non-transferring party other than the assignment by Transporter of its obligations hereunder to an affiliate or to the assignment by Transporter of its rights and obligations to a third party who succeeds to its interests through a merger, stock purchase or purchase of substantially all of the assets of Transporter.

ARTICLE XI
MISCELLANEOUS

11.1 No waiver by either Transporter or Shipper of any default of the other under this Agreement shall operate as a waiver of any future default, whether of like or different character or nature.

11.2 This Agreement may be amended only by a written instrument executed by the parties hereto and expressly stating that it is an amendment to this Agreement.

11.3 The headings used throughout this Agreement are inserted for reference purposes only, and are not to be construed or taken into account in interpreting the terms and provisions of any Article, nor to be deemed in any way to qualify, modify or explain the effects of any such term or provision.

11.4 As to all matters of performance, default, breach, enforcement, construction and interpretation, this Agreement and the rights and duties of the parties hereunder shall be governed by the laws of the State of Texas. This Agreement is made in Travis County, Texas, and Transporter and Shipper agree that exclusive venue for any action or cause shall be in Travis County, Texas.

TEXAS GAS SERVICE COMPANY
South Jefferson County Service Area

RATE SCHEDULE T-GEN
Page 1 of 8

GENERAL CHARGES, PROVISIONS AND CONDITIONS

APPLICABILITY

Applicable to Transportation Rate Schedules.

TERRITORY

All areas served by the Company in its South Jefferson County Service Area.

ADDITIONAL CHARGES TO COST OF SERVICE RATE

During each monthly billing period, the following charges will be added in addition to any charges specifically stated on the applicable rate schedule:

Plus:
A charge representing the customer's proportionate share of lost and unaccounted (LAUF) gas volume within the Service Area. The customer's share of LAUF gas will be determined by multiplying (i) the actual volumes delivered to the customer by (ii) the purchase/sales ratio, minus one, for the Service Area for the twelve month period ended the preceding June 30, as defined in the Company's applicable Cost of Gas Clause (Rate Schedule 1-INC for the incorporated areas or Rate Schedule 1 for the unincorporated areas). Purchase/sales ratios will be recalculated annually with the filing of the annual reconciliation required by the Company's Cost of Gas Clause, for application to deliveries commencing in the succeeding October.

The LAUF factor as determined above shall in no event exceed .0526 i.e. [1/1-.05]-1 and must fall within the range of zero (0) to 5.26%.

The Company will require the customer to satisfy its lost and unaccounted for obligation by payment in kind ("PIK"). PIK volumes will be added to the customer usage volume to equal the total amount of gas required to be delivered at the Company's receipt points and shall be included for purposes of calculating imbalances in accordance with Special Provision 6 below.

Plus:
A charge will be made each month to recover the cost of gross receipts taxes paid to the State of Texas pursuant to the provision of Article 6060 TEX. REV. CIV. STAT., as such may be amended from time to time, which are attributable to the transportation service performed hereunder.

Plus:
Any franchise fees, street rental fees, or other similar privilege fees attributable to the Company's services under this tariff and payable to any municipality wherein the customer receives gas delivered hereunder.

GENERAL CHARGES, PROVISIONS AND CONDITIONS
(Continued)

SPECIAL PROVISIONS

1. **Definitions:** As used in this tariff, the following terms will have the meanings indicated:

Aggregation Pool – One or more transportation service accounts served by the same Qualified Supplier and aggregated pursuant to Special Provision 3 of this tariff for operational purposes, including, without limitation, nominating, scheduling and balancing gas deliveries at designated receipt points within the service area.

Cumulative Operational Imbalance (COI) – As of the effective date of this tariff, the initial COI for any Aggregation Pool shall be determined by aggregating the cumulative imbalances of all accounts participating in such Aggregation Pool, calculated as of the effective date of this tariff. Thereafter, the COI shall be adjusted to include MOI volumes which have not been cashed out pursuant to Section 6 below.

Cumulative Tolerance Limit – With respect to any Aggregation Pool, five percent (5%) of historical annual Deliveries to the participants of such pool for the most recent year ended on June 30. For new participants having no historical delivery information, such calculation shall be based on forecasted volumes which the Company determines to be reasonably reliable and reasonably accurate. The Cumulative Tolerance Limit will be adjusted annually in October. Upon request of a Qualified Supplier, prior to the commencement of any flow month, the Cumulative Tolerance Limit shall be adjusted prospectively to reflect changes to the Aggregation Pool and other known changes to anticipated volumetric loads that the Company determines to be reasonably reliable and reasonably accurate.

Deliveries – Volumes of natural gas delivered to the customer's premises pursuant to this tariff.

Imbalance Volumes – The volume by which the Qualified Supplier's MOI exceeds the Monthly Tolerance Limit or the Qualified Supplier's COI exceeds the Cumulative Tolerance Limit.

Monthly Operational Imbalance (MOI) – For any month, the difference between the aggregate Receipts for an Aggregation Pool and the sum of (i) the aggregate Deliveries for such Aggregation Pool during the same time period, and (ii) the aggregate PIK Volumes assessed for such period. The resulting volume shall be adjusted to reflect any PPA. Any PPA shall be included in the MOI calculation for the month during which the PPA is reported and the prior period MOI will not be recalculated due to PPA unless the PPA results in new or revised cash out charges.

GENERAL CHARGES, PROVISIONS AND CONDITIONS
(Continued)

Monthly Tolerance Limit – With respect to any Aggregation Pool, ten percent (10%) of the aggregate Deliveries for such month.

PIK Volumes – Volumes of gas to be delivered by the customer to the Company in satisfaction of the customer's LAUF gas obligation.

Prior Period Adjustment (PPA) – For any Aggregation Pool, a revision to the Receipts or Deliveries for any prior flow month which would result in an increase or decrease to the previously stated MOI for such month.

Receipts – Volumes of natural gas received into the Company's natural gas distribution system for delivery to a customer pursuant to this tariff.

Qualified Supplier – A supplier of natural gas for transportation to customers through the Company's natural gas distribution system who meets the requirements of Section 8 of this tariff and has a currently effective Supplier Service Agreement with the Company.

Supplier Service Agreement – a contract setting forth the terms upon which a supplier of natural gas may make deliveries of customer-owned gas into the Company's distribution system for delivery to one or more of the Company's customers taking service under this tariff.

Transportation Agreement – a contract between the Company and the customer detailing the terms and conditions upon which the customer will receive service under this tariff.

Upstream Balancing Agreement – A contract between a Qualified Supplier and its gas supplier whereby such gas supplier agrees to retain imbalances upstream of the Company's natural gas distribution system.

2. **Qualified Supplier Required** – As a condition of receiving service under this Rate Schedule, the customer must appoint no more than one Qualified Supplier for each account. The Qualified Supplier shall act on behalf of the customer to procure gas supplies and to deliver them to the receipt points designated in the relevant Transportation Agreement, and shall act as the Customer's agent with respect to nominations and operational notices required under the Customer's Transportation Agreement and with respect to the resolution of imbalances under this Rate Schedule. A customer that meets the requirements of Special Provision 8 below may act as its own Qualified Supplier.

   2.1 **Change of Qualified Supplier** – The customer may change its Qualified Supplier effective only on the first day of the calendar month. The customer shall notify the Company in writing at least thirty (30) days in advance of any change of Qualified Supplier.

TEXAS GAS SERVICE COMPANY
South Jefferson County Service Area

RATE SCHEDULE T-GEN
Page 4 of 8

GENERAL CHARGES, PROVISIONS AND CONDITIONS
(Continued)

3. **Aggregation Pool** – The Qualified Supplier shall designate no more than one Aggregation Pool within the Service Area, and shall notify the Company as to the identity of the customer accounts comprising such Aggregation Pool. With respect to all accounts included in any Aggregation Pool, the Qualified Supplier shall (i) make nominations on an aggregated basis at least six (6) business days prior to the first of the calendar month; and (ii) resolve operational imbalances on an aggregated basis in accordance with Special Provision 6 below.

4. **Customer Volume Information** – The Company shall supply to the Qualified Supplier, designated by the customer, information as to such customer's delivery volumes each month, with the imbalance statements described at Special Provision 6.4 below.

5. **Imbalances**

   5.1 **Monthly Imbalances** – The Qualified Supplier shall not allow its MOI for any Aggregation Pool to exceed the Monthly Tolerance Limit in any month. In the event the MOI exceeds the Monthly Tolerance Limit, the parties shall resolve the value of such Imbalance Volumes using the cashout procedure set forth in Special Provision 6 below. MOI amounts that do not exceed the Monthly Tolerance Limit shall be added to the Qualified Supplier's COI.

   5.2 **Cumulative Imbalances** – The Qualified Supplier shall not allow its COI for any Aggregation Pool to exceed the Cumulative Tolerance Limit at any time. In the event the Qualified Supplier's COI exceeds the Cumulative Tolerance Limit, the parties shall resolve the value of such Imbalance Volumes using the cashout procedure set forth in Special Provision 6 below. The initial COI for any Aggregation Pool shall be calculated using the imbalance volumes attributable to the participants for the flow month immediately preceding the effective date hereof.

   5.3 **Upstream Imbalances** – For purposes of Special Provisions 5 and 6 herein, no imbalances will be attributed to a Qualified Supplier on account of volumes delivered subject to an Upstream Balancing Agreement which has been acknowledged in writing by the upstream transporter retaining the imbalance.

6. **Cashout Procedure**

   6.1 **Over Deliveries** – For MOI's or COI's where receipts exceed deliveries by more than the applicable tolerance limit, the Company shall pay to the Qualified Supplier an amount equal to: (i) the Imbalance Volume, stated in MMBtu, multiplied by 90% of the "Delivered Spot-Gas Prices Houston Ship Channel/Beaumont, Texas" Index (large packages only) as published in the first issue of *Inside F.E.R.C.'s Gas Market Report* for the month in which the applicable tolerance limit was exceeded.

TEXAS GAS SERVICE COMPANY
South Jefferson County Service Area

RATE SCHEDULE T-GEN
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GENERAL CHARGES, PROVISIONS AND CONDITIONS
(Continued)

6.2 **Under Deliveries** – For MOI's or COI's where deliveries exceed receipts by more than the applicable tolerance limit, the Qualified Supplier shall pay to the Company an amount equal to: (i) the Imbalance Volume, stated in MMBtu, multiplied by 105% of the "Delivered Spot-Gas Prices Houston Ship Channel/Beaumont, Texas" Index (large packages only) as published in the first issue of *Inside F.E.R.C.'s Gas Market Report* for the month in which the applicable tolerance limit was exceeded., plus (ii) any franchise fees assessed on such payment by the municipality in which deliveries were made to participants in the Aggregation Pool which generated the Imbalance, plus (iii) any other taxes, user fees or other sums assessed on such payment by any governmental authority.

6.3 **Exemption from Fees and Taxes** – If the Qualified Supplier claims that any Imbalance volumes are exempt from franchise fees, taxes, user fees or other governmental assessments, the Qualified Supplier shall provide to the Company such evidence of the exemption as the Company might reasonably require. In addition, the Qualified Supplier shall provide to the Company each month such supporting documentation as the Company may reasonably require to determine what portion of the payment described at Special Provision 6.2 above is exempt from such assessments.

6.4 **Invoicing/Payment** – For each flow month, within fifteen (15) days following the Company's receipt of volume statements from the upstream pipelines making deliveries into the Company's system for an Aggregation Pool, the Company shall provide to the Qualified Supplier an imbalance statement stating the MOI, COI, any resulting cashout payments as calculated pursuant to Sections 6.1 and 6.2 above, as well as usage and PIK volumes for each customer served by the supplier. Payments shall be due no later than fifteen (15) days following the invoice date.

6.5 **Effect of Cashout on PGA** – All amounts accrued under this Special Provision 6 excluding franchise fees and sales tax if found to be applicable shall be recorded to the PGA "Reconciliation Account" as defined in Rate Schedule 1-INC for the incorporated areas or Rate Schedule 1 for the unincorporated areas.

6.6 **Allocation to Pool Participants** – The Qualified Supplier shall be responsible for collecting from or remitting to its customers all funds received or paid under this Special Provision 6 that are due to or from the customer.

7. **Company's Liability for Cashout** – The Company shall have no liability to any customer in connection with the failure of the customer's Qualified Supplier to remit to the customer any cashout payment made by the Company to the Qualified Supplier.

GENERAL CHARGES, PROVISIONS AND CONDITIONS
(Continued)

8. **Supplier Qualifications** – The Company may refuse to accept deliveries of gas into its system from any supplier who has failed to meet the following conditions:

   8.1 **Financial Integrity** – The Company shall have the right to establish reasonable financial and non-discriminatory credit standards for Qualified Suppliers. Any supplier desiring to become a Qualified Supplier must submit to the Company an audited balance sheet and financial statements for the previous three (3) years, along with two (2) trade and at least one (1) banking reference. To the extent that such information is not publicly available, the supplier shall supply the Company with a list of all corporate affiliates, parent companies, subsidiaries and affiliated partnerships. Any supplier who becomes a Qualified Supplier must provide updated financial information at the Company's request.

   8.2 **Credit Enhancement** – In the event a supplier fails to demonstrate to the Company's reasonable satisfaction that it has met the Company credit standards, the Company shall require such supplier to provide one of the following: (i) a cash deposit; (ii) an irrevocable letter of credit issued by a commercial bank reasonably acceptable to the Company; (iii) a surety bond issued by a reputable insurance company listed in AM Best's Insurance Ratings with a rating of "B+ VII" or better, and authorized to engage in the business of insurance in the State of Texas; or (iv) a financial guaranty from a guarantor who meets the Company's credit standards.

   8.3 **Termination of Qualified Supplier** – The Company shall have the right to terminate a Qualified Supplier's Supplier Service Agreement and its eligibility to make deliveries into the Company's local distribution system in the event that such Qualified Supplier fails to comply with or perform any of the obligations on its part established in this tariff or in the Supplier Service Agreement. Notice shall be given to the Qualified Supplier no less than ten days prior to the end of the calendar month, and shall be effective upon the first day of the succeeding month unless, within such ten day period, the Qualified Supplier shall remedy such failure to the full satisfaction of the Company. Termination of such Qualified Supplier's eligibility and its Supplier Service Agreement shall not release the Qualified Supplier from its obligation to make payments due to the Company for transactions occurring prior to the effective date of termination.

9. **Withdrawal of Qualified Supplier** – If a Qualified Supplier ceases for any reason (including the Company's termination of the Supplier Service Agreement) to supply customers within the Service Area, the final COI for the affected Aggregation Pool shall be calculated as of the end of the flow month in which such cessation occurs, and shall be cashed out as follows:

   9.1 **Over Deliveries** – For final COI's where receipts exceed deliveries, the Company shall pay to the Supplier an amount equal to: (i) the final COI volume, stated in MMBtu, multiplied by 90% of the "Delivered Spot-Gas Prices Houston Ship Channel/Beaumont, Texas" Index (large packages only) as published in the first issue of *Inside F.E.R.C.'s Gas Market Report* for the month for which the final COI was calculated.

GENERAL CHARGES, PROVISIONS AND CONDITIONS
(Continued)

9.2 Under Deliveries – For final COI's where deliveries exceed receipts limit, the Supplier shall pay to the Company an amount equal to: (i) the final COI volume, stated in MMBtu, multiplied by 105% of the "Delivered Spot-Gas Prices Houston Ship Channel/Beaumont, Texas" Index (large packages only) as published in the first issue of *Inside F.E.R.C.'s Gas Market Report* for the month for which the final COI was calculated, plus (ii) any franchise fees assessed on such payment by the municipality in which deliveries were made to participants in the Aggregation Pool which generated the Imbalance, plus (iii) any other taxes, user fees or other sums assessed on such payment by any governmental authority.

9.3 Invoicing/Payment – The final cashout payment shall be invoiced and paid in accordance with Special Provision 6.4 above.

9.4 Continued Service – Upon the withdrawal of a Qualified Supplier, at the customer's request, the Company shall provide continued service under the applicable general service rate schedule until the customer designates a successor Qualified Supplier. In the event sales service commences on any day other than the first day of a calendar month, all volumes delivered to the customer within such month shall be deemed sales volumes for purposes of invoicing the customer and for calculating the final COI. Such sales shall be subject to curtailment plans approved from time to time by the Railroad Commission of Texas or in the absence of an applicable plan, consistent with Transporter's policies regarding curtailment and stand-by supplies of transport gas, as such policies may change in Transporter's reasonable discretion.

CONDITIONS

1. Services rendered under this tariff are subject in all respects to applicable laws, rules, and regulations from time-to-time in effect.

2. All volumes of gas transported pursuant to this tariff shall be natural gas of equal or higher quality than natural gas currently available from the Company's supplier(s). All gas delivered to the customer shall be deemed to be the same quality as that gas received by the Company for transportation.

3. Service under this tariff is conditioned upon the customer's execution of and subject in all respects to the terms and conditions of the Transportation Agreement and all amendments and modifications thereto.

TEXAS GAS SERVICE COMPANY
South Jefferson County Service Area

RATE SCHEDULE T-GEN
Page 8 of 8

GENERAL CHARGES, PROVISIONS AND CONDITIONS
(Continued)

4. Transportation of natural gas hereunder may be interrupted or curtailed to preserve the operational safety, reliability, or integrity of the distribution system or in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Company's applicable general service rate schedule which would otherwise be available to such customer.

5. The Company shall have the right to terminate service under this tariff in the event the customer is no longer served by a Qualified Supplier. Termination of service shall not relieve the customer of any liability accrued prior to the effective date of such termination. The Company shall provide continued service under the applicable general service rate schedule until the customer designates a successor Qualified Supplier. In the event sales service commences on any day other than the first day of a calendar month, all volumes delivered to the customer within such month shall be deemed sales volumes for purposes of invoicing the customer and for calculating the final COI. Such sales shall be subject to curtailment plans approved from time to time by the Railroad Commission of Texas or in the absence of an applicable plan, consistent with Transporter's policies regarding curtailment and stand-by supplies of transport gas, as such policies may change in Transporter's reasonable discretion.

6. If applicable, air conditioning equipment must be inspected and verified as safe and in service by qualified company personnel.

TEXAS GAS SERVICE COMPANY
South Jefferson County Service Area

RATE SCHEDULE T-3
Page 1 of 2

TRANSPORTATION SERVICE RATE

APPLICABILITY

Service under this rate schedule is available to any customer for the transportation of customer owned natural gas through the Company's South Jefferson County distribution system for use by customers within all areas in the Company's South Jefferson County Service Area.

TERRITORY

All areas served by the Company in its South Jefferson County Service Area. **(ENVIRONS ONLY.)**

RATE

This rate shall be the sum of Part A, Part B, Part C, Part D and Part E as described below.

Part A: A customer charge of $300.00 per meter per month.

Part B: All volumes of natural gas transported during each month in accordance with this schedule shall be billed at the Ccf charge specified in the Company's Rate Schedule currently in effect for such month under which natural gas service would otherwise be available to such customer.

Part C: Buyer shall be allowed to satisfy its lost and unaccounted for gas obligation by payment in kind. However, if lost and unaccounted for gas is not paid for in kind, a charge will be made each month to recover the cost of lost and unaccounted for gas associated with the volumes of natural gas transported for the customer. This charge will be calculated by multiplying the volume delivered to the customer by the purchase/sales ratio minus one for the Company's South Jefferson County Service Area as calculated for the twelve-month period ended in the previous June based on actual purchase and actual sales as reported to the regulatory bodies. The resultant calculated lost and unaccounted for volume will then be multiplied by the Company's cost of purchased gas for the South Jefferson County Service Area applicable to the billing period for which service is rendered, plus related fees and taxes, to calculate an amount to be billed to the customer each month. The lost and unaccounted for factor as determined above shall in no event exceed .0526 i.e. [1/1 - .05]-1 and must fall within the range of zero (0) to 5.26%.

TEXAS GAS SERVICE COMPANY
South Jefferson County Service Area

RATE SCHEDULE T-3
Page 2 of 2

TRANSPORTATION SERVICE RATE
(Continued)

Part D: A charge will be made each month to recover the cost of gross receipts taxes paid to the State of Texas pursuant to the provision of Article 6060 TEX. REV. CIV. STAT. as such may be amended from time-to-time which are attributable to the transportation service performed hereunder.

Part E: A charge will be made each month to recover the cost of any applicable franchise fees.

CONDITIONS

1. Subject in all respects to applicable laws, rules and regulations from time-to-time in effect.

2. Transportation of customer owned natural gas hereunder shall be limited to natural gas of equal or higher quality than natural gas currently available from the Company's supplier(s). All gas delivered to the customer shall be deemed to be the same quality as that gas received by the Company for transportation.

3. Transportation of customer owned natural gas hereunder is subject in all respects to terms and conditions of the Transportation Agreement entered into between the customer and Company prior to commencement of service and all amendments and modifications thereto.

4. With respect to the Company's capacity to deliver gas at any particular time, the curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Company's rate schedule which would otherwise be available to such customer.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: October 8, 2013

Re: Disposal of Scrap Property

Consider and possibly approve disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SCRAP SALVAGE PROPERTY

October 14, 2013

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
ROAD & BRIDGE PCT. 2	SCRAP METAL SIGNS		
ROAD & BRIDGE PCT. 2	DAMAGED ROLLUP GARAGE DOORS		
ROAD & BRIDGE PCT. 2	DAMAGED ELECTRICAL PANELS & WIRE		
contact person: Frank Adams			

Approved by Commissioners' Court: _____

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ARTICLES OF AGREEMENT

Between

Jefferson County, Texas

and

The Jefferson County Deputy Constables Association

October 1, 2013– September 30, 2014

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ARTICLE 1
Preamble

SECTION I

This Agreement is made and entered into by and between the County of Jefferson and the Precincts 1, 2, 4, 6, 7, and 8 Constables of said County, in the State of Texas, and the Jefferson County Deputy Constables Association, hereinafter referred to as the "Association," in accordance with all applicable state and federal statutes, including the Fire and Police Employee Relations Act of Texas (Chapter 174 of the Texas Local Government Code).

SECTION II

The general purpose of this Agreement is to promote the mutual interests of the County and the deputy constables; to provide for equitable and peaceful adjustments of differences that may arise; to establish proper standards of wages, hours and other terms and conditions of employment for "policemen" as defined in the Fire and Police Employee Relations Act of Texas, with the objective of providing a sound basis for the efficient and effective delivery of services to the public. The parties to this Agreement will cooperate fully to advance and achieve these purposes.

SECTION III

The County and the Constable, and the Association, acknowledge and agree to their mutual obligation to bargain in good faith as set forth in the Fire and Police Employee Relations Act of Texas and all other applicable statutes.

ARTICLE 2
Definitions

A. "Agreement" means the Collective Bargaining Agreement negotiated by and between the County and the Constable, and the Jefferson County Deputy Constables Association.

B. "Association" means the Jefferson County Deputy Constables Association.

C. "Bargaining Unit" means all full time, paid sworn and certified deputy constables appointed by the Constable.

D. "Base Pay" means the salary or wages paid to the deputy, exclusive of any longevity pay or any other supplemental pay or benefits that may be provided in this Agreement.

E. "Board of Directors" means those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-Laws of the Association.

F. "Constable" means the duly elected or appointed Constable.

G. "County" means the governmental body of Jefferson County, Texas; and/or Commissioner's Court.

H. "County Commissioner" means the duly elected or appointed commissioner for each of the four (4) precincts of Jefferson County.

I. "County Judge" means the duly elected or appointed county judge who is charged primarily with the administration of Jefferson County.

J. "Office" means the Precinct 1,2,4,6,7, and 8 Constable's Office of Jefferson County, Texas.

K. "Deputy" means any sworn, full time, paid employee of the Precinct 1,2,4,6,7, and 8 Constable's Office, who is certified by the Texas Commission on Law Enforcement Standards and Education, except for the Constable.

L. "Discipline" means a suspension without pay or termination.

M. "Dispute" means any and all disputes arising under the Contract Dispute Resolution Procedure in Article 15.

N. "Emergency" means an unexpected happening or event, or an unforeseen situation or crises that calls for immediate action.

P. "Promotion" means advancement from a lower rank to a higher rank within the Constable's Office.

Q. "Regular Pay" means the total salary or wages paid to a deputy, exclusive of overtime pay, but including any types of pay supplements that may be included in this Agreement relating to longevity pay, education, specialized training or certification that are provided to a deputy on a recurring basis.

R. "Standby" means that an off-duty deputy has received an order from a superior officer to remain at home or other specific, known location awaiting a call to be immediately available for duty when called. The order must substantially interfere with the deputy's freedom to use his/her time off as desired. It does not include any requirement to wear a pager or other such device and does not include any rule or regulation requiring response to a pager; unless that rule or regulation requires response to pages so frequently or readiness conditions so restrictive that the deputy is not free to use the off-duty time effectively for his/her own benefit.

S. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests), for the

purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

T. "Suspension" means when a deputy is temporarily relieved from duty by the Constable pursuant to Article 25. A deputy who is suspended remains an employee of the Constable's Office, but may not perform an official act unless so directed by the Constable. The Constable may suspend a deputy with or without pay.

U. "Termination" means when a deputy is permanently relieved from duty by the Constable pursuant to Article 25; and shall include an action by the Constable to not re-deputize any deputy at the beginning of a new term of office.

V. "Uniform" means any clothing which is required by the County or the Constable to have identifying paraphernalia attached to it.

ARTICLE 3
Duration

SECTION I

This Agreement shall be effective as of the 1st day of October, 2013, and shall remain in full force and effect until the 30th day of September, 2014 unless the parties mutually agree on an extension to some other date after September 30, 2014. In the event that the parties reach an impasse in collective bargaining negotiations as defined in Fire and Police Employee Relations Act of Texas prior to September 30, 2014 then this contract shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2016.

SECTION II

In the event that a Constable other than the signatory to this Agreement takes office any time during the term of this Agreement, said new Constable may, no later than thirty (30) calendar days after taking office, give the Association written notice of his intention to re-open negotiations with respect to those parts of this Agreement applicable to his rights and authority. The failure by the new Constable to give written notice within thirty (30) calendar days of taking office shall give implied consent that the terms and conditions of this Agreement shall continue in full force and effect. In the event that negotiations are reopened between the new Constable and the Association, and the parties reach an impasse in collective bargaining negotiations as defined in the Fire and Police Employee Relations Act of Texas, then all parts of this contract applicable to the Constable's rights and authority shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2015.

SECTION III

Nothing in this Article shall preclude the parties, upon mutual agreement and in writing, from reopening negotiations at any time during this agreement to negotiate and amend, modify or otherwise change any provisions set forth in this agreement.

ARTICLE 4
Recognition

SECTION I

The County and the Constable hereby recognize the Association as the sole and exclusive collective bargaining agent for the unit consisting of all deputies as defined herein. This right of recognition includes the sole and exclusive right to negotiate on behalf of all members of the bargaining unit over wages, hours and terms and conditions of employment.

SECTION II

The County, the Constable and the Association recognize their joint responsibility to a reasonable, fair and consistent interpretation and application of this Agreement, Constable's Office Rules and Regulations, and Special Directives and Administrative Orders which may govern the conduct of members in the Bargaining Unit.

ARTICLE 5
Payroll Deductions

SECTION I

The Association shall have the sole and exclusive right to payroll deductions of all matters set forth in this Section.

SECTION II

The County agrees to deduct each payday on a prorated basis the monthly Association dues from the pay of members of the bargaining unit who submit written individual requests for such deductions to be made. Dues shall be paid to the legally designated representative of the Association.

SECTION III

The authorization form shall provide that the deduction shall remain in full force and effect until the receipt by the County of a written termination request from the member of the bargaining unit. The authorization form shall also authorize the County, without further notice from the member of the bargaining unit, to change the amount of the deduction for Association dues to the amount specified in a written notice for Association dues change provided to the County by the Association. The County shall begin making deductions in that amount within thirty (30) calendar days of receipt of written notice. Only one change in the amount of the deduction shall be authorized in a twelve (12) month period.

SECTION IV

The deduction authorization is completely voluntary, and may be terminated by any member of the bargaining unit in writing at any time. The County shall provide a list of those members of the bargaining unit from whom dues were deducted each payday when payment is made to the Association.

SECTION V

The County shall deduct special, one-time assessments upon written request of the Association signed by the President for social, benevolent or fraternal purposes of the Association; except that no more than one special assessment shall be deducted by the County per Fiscal Year.

SECTION VI

The Association shall indemnify the County, and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

ARTICLE 6
Conduct of Association Business

SECTION I

The Association shall have the sole and exclusive right to all time off rights set forth in this Article.

SECTION II

Any member of the Board of Directors shall have the right to visit the premises of a Constable's Office for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of a Constable's Office. A member of the Board of Directors shall provide a written request to the Constable about any visitation of the premises. The Constable shall not unreasonably deny any request to visit the premises.

SECTION III

Consistent with the Association leave pool provisions in Section 4 herein, the Association's negotiating team, not to exceed four (4) members, shall be permitted time off to attend negotiating sessions with County representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off for the scheduled night shift immediately preceding or succeeding such negotiating sessions. In the event of an emergency, lack of manpower or other operational contingency, time off for negotiations shall not be permitted.

SECTION IV

Association business shall not be conducted at the expense of the County or on County time. All Association business conducted by any member of the Board of Directors shall be done on the following basis:

A. All Association business conducted by a member of the Board of Directors in lieu of work time shall be on the Board member's own leave time or paid for by the Association leave pool as provided herein; except that any attendance by a Board member that is required by the County or Constable shall not be construed as Association business. All Association business paid for by the Association leave pool must be accounted for in the leave pool records maintained as required herein.

B. Each deputy in the Bargaining Unit shall donate two (2) hours per year at the beginning of each new Calendar Year from vacation to an Association leave pool. Any accumulated Association leave time remaining as of December 31, shall be carried forward into the next year until March 15. Any time that is carried forward that is not used by March 15 shall expire on that date.

C. Any pool days taken by a member of the Board of Directors shall be recorded on a form containing the following information: (1) the deputy's name; (2) the deputy's job assignment; (3) the nature of the Association business being taken; (4) how much time is being taken; and (5) the signature of the Association President or his designee authorizing such leave. A record of such leave accrued and taken will be maintained by the County Auditor.

D. Association business leave may be suspended by the Constable in times of emergency, for lack of manpower, or for an operational contingency.

ARTICLE 7
Bulletin Boards

The Association shall have the sole and exclusive right to maintain a bulletin board at a Constable's Office in an area not exposed to public view. The board may be used for posting notices of (1) recreational and social events, (2) Association elections, (3) Association meetings, (4) reports of Association committees, (5) rulings or policies of the State or National Association, (6) legislative enactments and judicial decisions affecting public employee labor relations, and (7) notices or announcements pertaining to the political activities of the Association, except that specific endorsement letters for any political candidate shall not be posted. All postings shall be in compliance with the Texas Election Code and other applicable laws.

ARTICLE 8
MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, the direction of the work force and the management of a Constable's Office, including, but not limited to, the right to hire, the right to discipline or discharge for just cause, the right to decide job qualifications for hiring, the right to lay off for lack of work or funds, the right to abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine the methods, processes and manner of performing work to deputies, the determination of policy affecting the selection of new deputies, the right to establish work performance measurements and standards and to implement programs to increase the cost effectiveness of departmental operations if research dictates the need for such programs, are vested exclusively in the Constable and/or County as applicable.

ARTICLE 9
Disallowed Practices

SECTION I

The County, Constable or the Association, as applicable, shall not engage in the following practices:

A. Interfere with, restrain, or coerce deputies in the exercise of rights granted in this Agreement.

B. Dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization. This practice shall include any assistance, either direct or indirect, which interferes with any of the Association's sole and exclusive rights as described in this Agreement to another labor organization that can possibly be certified under the Fire and Police Employee Relations Act of Texas as an exclusive bargaining representative.

C. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.

D. Discharge or discriminate against any deputy because he/she has filed any good faith affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he/she has formed, joined, or chosen to be represented by the Association.

E. Make or permit any agreement, understanding, or contract with any person, including a member of the bargaining unit, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.

F. Coerce or intimidate deputies in the enjoyment of any legal rights guaranteed under the Fire and Police Employee Relations Act of Texas.

G. Coerce or intimidate deputies in the enjoyment of any legal rights guaranteed under this Agreement.

H. Coerce, intimidate or induce any elected official or agent of the County to interfere with any deputies in the enjoyment of their legal rights guaranteed under the Fire and Police Employee Relations Act of Texas or under this Agreement.

ARTICLE 10
No Strike Clause

SECTION I

The Association agrees that during the term of this Agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow-downs or any other form of work stoppage or interference with business of the County or Constable's Office, and will cooperate with the County and Constable in preventing and/or halting any such actions.

SECTION II

Subject to Article 25, "Disciplinary Actions," the Constable may discipline and/or discharge any deputy who instigates, participates, or gives leadership to any act or conduct prohibited by Section 1 of this Article. The Constable may also invoke any and all remedies at law in the event of any strike, work stoppage or slow-down.

ARTICLE 11
Maintenance of Standards

All standards, economic benefits, or other conditions of employment enjoyed by members of the Bargaining Unit at the effective date of this Agreement, which are not specifically included as a part of this Agreement, shall remain unchanged for the duration of the Agreement.

ARTICLE 12
Uniforms and Equipment

SECTION I

Uniforms.

The County shall issue to each deputy, who is required by the Constable to wear a uniform, five shirts and three pairs of pants. Uniforms will be replaced by the County on an as needed basis as determined by the Constable subject to budget appropriations sufficient for

replacement. Uniforms that have been damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the deputy.

The County shall issue to each deputy one windbreaker and one set of rain gear.

SECTION II

Uniform Equipment.

The County shall issue to each deputy who is required to wear a uniform the following equipment:

a. one full Sam Browne including keepers, holster, clip holders, bullet holders, flashlight holder, stick holder, handcuffs, handcuff case and portable radio holder.
b. bullet proof vest.
c. current penal code and traffic code.

The County shall issue to each deputy who is not required to wear a uniform the following equipment:

a. holster, clip holders, bullet holders, handcuffs, handcuff case and portable radio holder.
b. bullet proof vest.

All equipment will be replaced on an as needed basis. Any item that has been damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the deputy.

SECTION III

Radios.

The County shall provide each deputy with a portable radio for use while on-duty. Said radios shall be maintained in good operating condition and shall be replaced or repaired if not in working condition.

SECTION IV

Bullet-Proof Vests.

When required to be provided by this agreement, bullet-proof vests shall be replaced when:

a. The vest has sustained job related damage that renders the vest unsafe for continued use.
b. The age of the vest exceeds the time for use recommended by the manufacturer one.

SECTION V

Vehicle Maintenance and Replacement.

Vehicles shall be maintained by the County and kept in good and safe operating condition. Deputies shall be responsible to deliver the vehicles to an appropriate County service center for regular maintenance when required. Vehicles will be replaced when necessary as determined by this article.

The County shall furnish every Constable Office vehicle with the following equipment: two-way radio; cage; pump shotgun; flashlight/charger; first aid kit; jumper cables; fire extinguisher; and one case (24) of flares. This equipment shall be maintained in good working condition, and shall be replaced on an as needed basis. Any item that has been damaged due to abuse, misuse, or neglect shall be replaced at the expense of the Deputy causing the damage.

A Vehicle Assessment Committee consisting of a Constable or his/her designee, the President of the Association or his/her designee, and the County Service Center Supervisor, shall be created for the purpose of assessing the condition of each vehicle in use and determining whether or not each vehicle is safe for continued use. These determinations shall be made prior to the time that each Constable submits his office budget each year. In arriving at a decision, the Committee shall take into account the type of service to which the vehicle is suited or used, the anticipated mileage which the vehicle will have attained during the next budget year, the type of maintenance to be administered to the vehicle, and the overall condition of the vehicle, including age, mileage and type of prior usage.

If two (2) out of three (3) members of the Committee determine that a vehicle should be replaced, the Committee shall prepare a written report detailing the condition of the vehicle to the appropriate Constable and County Auditor. The report will be a component of a request for allocation of funds in the forthcoming budget for replacement of the vehicle.

At the request of any one (1) of the three (3) Committee members at any time during the year, the Committee shall evaluate the condition of a particular vehicle to determine whether or not the vehicle is safe for continued use. If two (2) out of three (3) members agree that the vehicle is unsafe, the vehicle shall immediately be taken out of service, and; (1) the vehicle shall either be restored to safe condition, or, (2) the County's procedure for acquisition of a replacement vehicle shall immediately be initiated by the Constable if funds for that purpose are available at that time, or , (3) the Committee shall prepare a condition report and a request for a replacement in the next budget.

This procedure shall apply only to those vehicles that were purchased by the County through its usual vehicle acquisition procedure, and shall not apply to vehicles that were acquired by seizure or by other means.

SECTION VI

Reference Materials.

The County shall provide each Constable's office with a current Family Code, Rules of Civil Procedure, Civil Practice and Remedies Code and Property Code. The County shall provide each deputy with a current Penal Code and Traffic Code.

ARTICLE 13
Seniority

SECTION I

Definition.

Seniority shall be defined as the length of service by a deputy ~~an officer with~~ in his/her ~~the~~ Constable's Office ~~Department~~.

SECTION II

Applicability.

Consistent with the Sections of this Article, seniority shall apply in the selection of days off, vacation days, and layoff/recall for a deputy in his/her Constable's Office.

SECTION III

Days Off/Vacations.

Seniority shall be the sole factor in the selection of vacations, and based upon overall time of employment as a deputy in his/her Constable's Office. Seniority shall be the sole factor in the selection of days off, and shall be based upon time of employment as a deputy constable in his/her Constable's Office.

SECTION IV

Lay-off/recall.

Seniority shall be the sole factor in layoff and recall, with layoff being accomplished beginning with the least senior deputy in the affected Constable's Office; and recall beginning with the most senior deputy in the highest job classification in the affected Constable's Office. It is the responsibility of the County to notify a deputy in writing if he/ she is being laid off due to the elimination of the position in the budget. It is the responsibility of the affected Constable to

notify in writing a laid off deputy of a recall to fill a vacancy in that Constable's Office within thirty (30) calendar days of the vacancy. If the laid off deputy does not accept the recall job offer by the Constable within fifteen (15) calendar days, the position may be filled by the Constable with any other eligible candidate.

ARTICLE 14
Retirement

Members of the bargaining unit shall continue to participate in the Texas County and District Retirement System in accordance with the statutes of the State of Texas now applicable, or as they may hereafter be amended, in the same manner as other County employees not subject to a collective bargaining agreement.

ARTICLE 15
Contract Dispute Resolution

SECTION I

Scope.

All disputes concerning the proper interpretation and application of this Agreement, or alleged violations of this Agreement, except matters involving discipline which are subject to the procedure as set forth in Article 25, and except matters covered in Article 16, shall be resolved by the provisions in this article.

SECTION II

Time Limits.

The parties shall adhere to the time limits as set forth in this Article. In the event that an officer or the Association fails to meet the time limits at Step One (1) or Step Two (2) of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by a deputy, the Association, the Constable or the County to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Any time restrictions in this Article may be waived by written, mutual agreement of the parties.

SECTION III

Process.

A dispute as defined in Section 1 above shall be handled as follows:

Step 1. Each deputy who alleges that a dispute exists shall, within fourteen (14) calendar days of the date the deputy knew or should have known of the existence of the alleged dispute,

along with the Association President or his/her designee, first discuss the dispute with an immediate or intermediate supervisor, or the Constable, as applicable. The Deputy ~~Officer~~ and the Association President or his/her designee is encouraged to attempt an informal solution to impending disputes by verbally advising the supervisor or Constable of such dispute as soon as possible.

Step 2. If the dispute is not resolved at Step One (1), then the grievant shall submit the issue in writing to the Constable within thirty (30) calendar days of the Deputy's actual or constructive knowledge of the occurrence causing the problem. The Constable shall determine whether the complaint should be answered by the Constable, the County Judge, or both. The Constable or his designee, and/or the County Judge, as applicable, shall provide a written response within twenty (20) calendar days after receipt of the complaint. Only grievances involving economic issues shall be filed with the County Judge.

The President of the Association, or his/her designee, may file a class action complaint with the Association on behalf of any Bargaining Unit member(s) similarly situated within thirty (30) calendar days of the Association President's actual or constructive knowledge of the occurrence or event causing the problem.

The complaint by an individual deputy or by the President of the Association shall include: (1) a statement of the complaint and all facts on which it is based; (2) any and all sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the signature of the deputy or Association President, as applicable.

Step 3. If the dispute is not resolved at Step 2, the grievant shall submit a copy of the written grievance filed at Step 2, and a copy of the response received, to the Association within ten (10) calendar days of the grievant's receipt of the Step 2 response.

A determination as to the validity of the complaint shall be made by an Association Grievance Committee created for that purpose. The Association Grievance Committee shall meet and render its decision within twenty (20) calendar days after receipt of the complaint.

In the event that the Association Grievance Committee decides that a valid grievance exists, the Association (and Deputy, if applicable) shall proceed to Step 4. In the event the Association Grievance Committee decides that no dispute exists, there shall be no further action under this procedure.

Step 4. If the complaint has not been settled at Step 3, the Association President, the Constable or the County Judge may request within thirty (30) calendar days after receipt of the Association's decision, that the matter be submitted to negotiation.

If a request for negotiation is made, the parties shall meet and confer concerning the complaint for a period not to exceed thirty (30) calendar days from the date of the request in an effort to resolve the matter.

If the parties cannot resolve the dispute within thirty (30) calendar days, they shall certify in writing that no resolution has been made.

Step 5. If the complaint has not been settled at Step 3, or no request is made by any party pursuant to Step 4 to submit the dispute for negotiation, then the Association shall have thirty (30) calendar days from the date that the grievant submitted the grievance at Step 3 to the Association, to give notice of its intention to submit the dispute to final, binding arbitration as hereinafter provided. If the complaint is submitted for resolution at Step 4, the Association shall have twenty (20) calendar days from the date the parties certify that they cannot resolve the matter to give notice of its intention to submit the dispute to final, binding arbitration as hereinafter provided.

The parties shall arbitrate consistent with the provisions set forth in Attachment 3, which is incorporated by reference into this Article.

Failure to adhere to any time limits in this Article may be pled in bar to either arbitration or any legal action.

ARTICLE 16
Wages

SECTION I*

Wage Rates. Deputies shall be compensated on the basis of working 2,080 hours annually; and shall be compensated on a bi-weekly basis. The base salaries for the term of this Agreement shall be in accordance with the following schedule:

MONTHLY RATES/EFFECTIVE DATES

Monthly Ranges	**October 1, 2012**
Deputy Constable – 1 (0 – 12)	$3,946.04
Deputy Constable – 2 (12-24)	$4,171.35
Deputy Constable – 3 (24-48)	$4,350.41
Deputy Constable – 4 (48-72)	$4,529.44
Deputy Constable - 5 (72-96)	$4,689.72
Deputy Constable – 6 (96-120)	$4,851.41
Deputy Constable – 7 (120 – 180)	$4,995.76
Deputy Constable – 8 (180+)	$5,143.09
Chief Deputy Constable	$6083.05

Effective October 1, 2013, all members of the bargaining unit shall receive a two percent (2%) across-the-board wage increase.

In the event that non-bargaining unit County employees receive a wage increase of more than two percent (2%) in Fiscal Year 2013-14 or Fiscal Year 2014-15, then all members of the bargaining unit shall receive the same increase.

SECTION II

Certification Pay.

A. A deputy will be provided $75.00 monthly, in addition to the base rate, whenever the officer attains an Intermediate Certification through TCLEOSE.

A deputy, who attains an Advanced Certification through TCLEOSE, shall be provided $100.00 per month in addition to the base rate, and in addition to the $75.00 that is being provided for the Intermediate Certification or Associate Degree.

A deputy who attains a Masters Certification through TCLEOSE shall be provided $125.00 per month in addition to the base rate, and in addition to the $100.00 that is being provided for the Advanced Certification and the $75.00 that is being provided for the Intermediate Certification.

A deputy will be provided $100.00 monthly, in addition to the base rate and Certification Pay, whenever the officer attains a Civil Process Proficiency Certification through TCLEOSE.

B. No deputy in a Constable's Office compensated pursuant to Section A of this Article shall receive more than a total of $400.00 monthly for the Certification pay.

SECTION III

Longevity Pay.

In addition to the base wage rates, deputies shall be compensated longevity pay at the rate of $6.26 per month per year of service, to a maximum of twenty-five (25) years of service $156.50 monthly maximum) by the County.

SECTION IV

Miscellaneous Pay Issues.

All Deputy Constable's hired after June 16, 1997 will be credited for any verifiable Texas State Law Enforcement experience for purposes of determining at which Deputy Constable rate they will be paid. However, no new hire can enter employment at a rate greater than that specified as the Deputy Constable-5 step.

Deputy Constables may transfer within the same rank to other Constable precincts without a loss in pay.

ARTICLE 17
Hours of Work, Overtime, and Staffing

SECTION I

Work Day/Work Week.

Deputies shall ordinarily work eight (8) hours or ten (10) hours per shift, as applicable; and forty (40) hours per week. The work day for all deputies shall include any shift briefings and training required by the Constable's Office.

SECTION II

Overtime.

All work performed by a deputy in excess of his/her regularly scheduled forty (40) hour work week shall be deemed overtime and shall be compensated on the basis of time-and-one-half the deputy's regular rate of pay. Excused absences with pay (specifically vacation, holiday, compensatory time and funeral leave) shall be deemed time worked for the purpose of computing hours worked.

SECTION III

Court time.

Deputies attending court during off-duty time shall be paid at the rate of time and one-half, with a two (2) hour minimum. On duty time spent in court will be paid at straight time. This provision applies to any hearing a deputy is required to attend as a result of his employment.

SECTION IV

Call Back.

Any deputy called back to duty from off-duty or on a regularly-scheduled day off shall be compensated at a minimum of two (2) hours pay.

SECTION V

Standby.

In the event that a deputy is ordered to standby prior to or after completion of a regular shift, the deputy shall receive one (1) hours pay for each four hours of standby. Except in the event of an emergency declared by the County Judge, no deputy will be required to Standby for more than eight hours in any 24 hour period.

SECTION VI

Election.

A deputy may elect to receive payment of any overtime accumulated pursuant to this Article in cash or compensatory time provided, however, that overtime will be paid only as compensatory time unless sufficient budgeted funds remain for any cash payment.

SECTION VII

Training time.

Any training time required by a Constable's Office or by any State of Texas agency that takes place outside of regular work hours shall be treated as time worked as defined in this Article.

ARTICLE 18
Vacations

SECTION I

Vacation time shall not be taken until the member of the bargaining unit has been employed at least twelve (12) consecutive months. Upon completion of twelve (12) consecutive months, a Deputy shall be entitled to accrue vacation based on the following schedule during the remainder of the calendar year:

MONTH OF EMPLOYMENT	HOURS OF VACATION
January	80
February	72
March	64
April	60
May	56
June	48
July	40
August	32
September	24
October	20
November	16
December	8

SECTION II

All members of the Bargaining Unit shall be provided vacation time based on the schedule below. "Completed Years of Service" shall be measured from January 1 of the calendar year in which the deputy was first employed. Vacation hours are credited as of January 1 of each calendar year.

COMPLETED YEARS OF SERVICE	HOURS OF VACATION
1 through 4	80
5 through 9	120
10 through 14	160
15 and over	200

SECTION III

Members of the bargaining unit who separate from service with the County after having completed twelve consecutive months of service shall be paid upon separation for any accrued, unused vacation to which they are entitled.

SECTION IV

Members of the bargaining unit who have at least twenty (20) years of continuous service may receive pay-in-lieu of no more than eighty (80) hours vacation annually. Any such pay for vacation shall be at the straight time rate; and shall be uniformly applied in any calendar year to all deputies making the request for the benefit. Provided, however, that to receive such pay, the request therefore must be made in writing to the Constable on or before May 31st of the calendar year prior to the year the benefit is to be paid and included in the budgetary request to the Commissioners' Court and approved and budgeted.

SECTION V

In compliance with the Family Medical Leave Act of 1993, in documented cases of hospitalization, serious illness or other unexpected emergency, a member of the bargaining unit who has commenced his/her vacation may submit a request to the Constable for the rescheduling of the affected vacation time. The granting of such request shall not be unreasonably withheld.

SECTION VI

The Constable shall be responsible for scheduling vacations.

SECTION VII

Any unused vacation shall be carried forward in whole or in part to the following calendar year; except that any vacation carried over must be taken by March 15 of the following

year. Reasonable accommodation must be given to Deputies so that such vacation carried over may be used prior to March 15th. Members of the bargaining unit who carry vacation forward, but who terminate employment with the County prior to March 15 shall not receive payment for any unused vacation time carried forward that remains at the time of termination.

ARTICLE 19
Holidays

SECTION I

For purposes of this article one holiday is equal to eight (8) hours. Deputies shall receive the same holidays that all other County employees are provided by the County.

Based on the current holiday schedule provided the County and depending on the particular day of the week upon which Christmas occurs, the day after Christmas may sometimes be designated as the holiday in lieu of Christmas Eve.

SECTION II

If a holiday falls on a Deputy's regular day off, the County shall pay the Deputy eight (8) hours at straight time, in addition to the Deputy's regular pay. If a Deputy works a holiday, the Deputy shall be paid for eight (8) hours at time and one-half, in addition to the Deputy's regular pay.

SECTION III

In order to receive pay for a holiday, a bargaining unit member must work (if scheduled) the working day before and after the holiday. In the event of illness on either the day before or after the holiday, the bargaining unit member must provide a doctor's excuse for the day(s) absent in order to receive pay for the holiday.

ARTICLE 20
Sick Leave

Members of the bargaining unit shall be allowed sick leave with full pay in accordance with the following provisions:

SECTION I

Four (4) hours of sick leave shall be accumulated per pay period. Maximum hours that may be accumulated is fourteen-hundred forty (1440). Sick leave pay shall be at the regular rate of pay.

SECTION II

Sick leave accrual starts with the date of employment, but sick leave may not be used until the member of the bargaining unit completes ninety (90) calendar days service with the County. Sick leave does not accrue while using sick leave, and only that sick leave that has been accrued prior to the time of illness may be used.

SECTION III

Sick leave may be used for absence from duty because of personal illness, pregnancy, legal quarantine or illness in the immediate family or for any reason covered under the Family and Medical Leave Act. Immediate family for the purpose of this subsection shall include spouse, parent, guardian or dependent child.

SECTION IV

The Constable may request and obtain verification of the circumstances surrounding any use of sick leave, and documentation of all sick leave shall be provided to the Auditor's office by the Constable. Failure to provide appropriate documentation for the use of sick leave may result in disciplinary action. While out on sick leave, a deputy must maintain regular contact with the appropriate supervisor. Sick leave benefits are contingent upon maintenance of regular contact.

SECTION V

Sick leave may be used for elective surgery only when the procedure is recognized as an allowable, reimbursable expense under the County's Health Insurance Plan.

SECTION VI

Members of the bargaining unit hired prior to October 1, 2002, with at least eight (8) years of continuous service who terminates employment may receive payment for one-half of their unused, accrued sick leave up to a maximum of seven-hundred twenty (720) hours. Members of the bargaining unit hired after October 1, 2002, may receive payment for 10% of their unused sick leave hours. However, any member of the bargaining unit who is re-employed by the County and who was previously paid for terminal sick leave shall not be entitled to any pay for sick leave upon his/her subsequent termination of employment.

SECTION VII

Funeral Leave.

In the event that a Deputy suffers a death in the family, the Deputy may take up to three (3) work days off with pay. The word "family" shall include spouse, child, parent, guardian, brother, sister, grandfather, grandmother or grandchild of the deputy, or of the deputy's spouse.

SECTION VIII

Deputies who complete one (1) calendar year of service without using any sick leave during such year shall be granted one (1) day of vacation time in addition to the amount of vacation time that the Deputy is entitled to under ARTICLE 18 of this Agreement.

SECTION IX

Personal Leave.

Subject to the approval of the Supervisor, deputies may be granted personal time off with pay for a period not to exceed two (2) days (16 hours). These sixteen (16) hours are to be used for non-medical appointments, such as, parent-teacher conferences, personal business that deputies are unable to conduct during normal working hours because of work schedules or events such as school plays, etc., and time off to vote. Deputies must schedule personal time off at least twenty-four (24) hours in advance. Personal leave will not be counted as hours worked for the purposes of calculating overtime. Personal leave may not be used until the employee successfully completes ninety (90) calendar days of employment.

A. Upon effective date of this agreement or upon employment, each officer will be credited with sixteen (16) hours of Personal Leave.

B. Thereafter, each officer shall be credited with sixteen (16) hours of Personal Leave each January 1 or upon employment.

ARTICLE 21
Injury Leave

SECTION I

A Deputy who is injured on the job shall receive temporary income benefits as prescribed by the Texas Worker's Compensation Act and the Texas Constitution Article 3, Section 52e.

SECTION II

Injury leave may be charged to FMLA leave if applicable. Deputies off on injury leave will not receive holiday pay.

SECTION III

The Commissioner's Court will review each Worker's Compensation case at the time the County supplement ends, and may extend supplemental benefits if desired.

ARTICLE 22
Leave of Absence

SECTION I

After a deputy's sick leave and all other available accrued leave have been exhausted and the deputy has been absent for eighty (80) hours without pay, the Constable shall recommend to the Commissioner's Court for approval to:

A. Dismiss the deputy; or

B. Place the deputy upon leave of absence without pay or benefits for a period of time not to exceed three (3) calendar months.

SECTION II

A leave of absence without pay may be granted at the discretion of the Constable, but not to exceed ten (10) calendar days per year. Additional days may be granted at the discretion of the Commissioner's Court.

SECTION III

No vacation, sick leave or credit for retirement service shall accrue while a deputy is on leave of absence without pay, for any reason.

SECTION IV

A deputy shall exhaust all other available forms of accrued leave before any unpaid leave can be granted.

ARTICLE 23
Military Leave

1. Leave with full pay shall be granted for Reserve Training or National Guard duty for a period of up to one hundred and twenty (120) hours per year. The deputy should notify the Auditor's Office in writing of such dates of service. Where the necessity for military leave is foreseeable, a deputy must provide at least thirty (30) calendar days' notice of intention to take military leave. When need for military leave is unforeseeable, notice as soon as practicable is required.

2. A Department Head/Elected Official must reschedule an affected deputy's work schedule, if at all possible, to avoid conflicts between work and Reserve or National Guard duty to ensure that the employee works a full week.

3. Deputies having a minimum of one (1) year of service, ordered to: 1) active military conflict duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of Homeland Security or 5) any other official activity as required by State or Federal Government, shall be entitled to the following:

A. Compensation

If the military pay is less than their base salary, the County pays the difference for a period not to exceed five (5) years. Military pay consists of base pay, plus allowance for longevity, subsistence, quarters, and dependents, plus pay for sea, flight, foreign, and hazardous pay. Military pay does not include reimbursement for travel expense. When military pay exceeds the employee's County pay, there will be no additional pay from the County.

To receive supplemental pay from the County, the deputy must furnish a certified statement of the military pay and allowances for the time off. The deputy must either: 1) endorse and forward his/her military paycheck to the County Auditor or 2) through any other method approved by the County Auditor. If the deputy fails to turn in the military pay or fails to adhere to the agreed upon method, he/she will not receive payments from the County.

B. Benefits

During the military leave, there is no accrual of sick leave, injury leave, or vacation. While vacation, injury leave and sick leave do not accrue for deputies on military leave, military leave does count towards longevity of employment for purposes of vacation and sick leave entitlement.

Time while on military leave is also counted as service credit in determining the eligibility for those benefits that are dependent upon length of service such as retirement, days off (Sheriff's Department), and shift assignments.

During the period of military leave, deputies shall be extended the option of continuing dependent insurance coverage under the County Health and Life Insurance Programs, with the employer contribution paid by the County and the employee contribution paid by the deputy. The County Health and Life Insurance Programs contain exclusions for acts of war. Deputies who are called to: 1) active military duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of Homeland Security or 5) any other official activity as required by State or Federal Government should consult with the Insurance and Risk Management Department if they have questions about the advantages of continuing the County Health and Life Insurance coverage during periods of military leave. If the deputy-discontinues coverage for dependents, he/she may re-enroll dependents consistent with the guidelines and benefits for the existing medical plan document.

The deputy must also contact the Payroll Department to continue or discontinue other deductions he/she might have.

4. Upon their return, such deputy will be restored to their former position, or to a position of like seniority, status and pay in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994.

ARTICLE 24
Jury Duty

Deputies may be granted leave with pay when required by court order to attend a court either as a prospective juror, juror or witness. Deputies shall return to work during the time not retained by the court.

ARTICLE 25
Disciplinary Actions

SECTION I

The purpose of this Article is to establish a procedure for the fair, expeditious and orderly adjustment of disciplinary actions taken by the Constable.

SECTION II

Upon notification of a complaint filed by any person, or initiated by the Constable due to job performance, the Constable shall thoroughly investigate within a reasonable period of time consistent with the nature of the complaint being investigated.

SECTION III

Upon completion of any investigation, the Constable shall determine the disciplinary action to be taken against the affected deputy. The decision of the Constable shall be based upon whether or not just cause exists for the discipline. For the purposes of this Section, the term "just cause" means that the disciplinary action of the Constable's Office was reasonable in light of all circumstances; or was done for good and sufficient reasons.

SECTION IV

Within two (2) weeks of the Constable's decision to discipline a Deputy, the Deputy may invoke his right to binding arbitration pursuant to the rules of the American Arbitration Association.

ARTICLE 26
Insurance

SECTION I

The County agrees to provide health, dental and term life insurance under the County's Group Insurance Plan at the same specifications provided to all other County employees. The premium for bargaining unit members shall be paid entirely by the Employer.

SECTION II

At the option of a bargaining unit member, qualified dependents may also be insured under the Group Plan. A member of the bargaining unit shall pay one-half of the additional premium for the claims portion of dependent coverage. However, in the event that the dependent matching ratio for non-bargaining unit employees is changed to some ratio other than a half-match the dependent matching ratio for bargaining unit employees shall automatically be set at the same ratio as is applicable to non-bargaining unit employees, unless otherwise agreed upon by the parties.

ARTICLE 27
Miscellaneous Provisions

SECTION I

The County shall reimburse any deputy for personal items stolen or damaged as a result of a work-related incident up to a maximum amount of $500.00 per occurrence; provided that the Constable has approved the personal item as necessary and work related; provided the deputy files a written report of the incident within twenty-four (24) hours of the occurrence; provided that the subject property of the loss was not of the type provided by the County for the deputy's work; provided that the loss or damage was not due to the negligence of the deputy; and provided further that the deputy provides documentation acceptable to the County of the value of the item or cost of repair, if repairable, within thirty (30) calendar days of the occurrence. The County may, at its option, replace the item with an item of comparable worth and quality.

Excluded from this provision are any items that are prohibited by the Constable for use on the job, or any non-essential item that is used exclusively for the comfort or enjoyment of the Deputy that does not aid in the furtherance of the job duties.

SECTION II

Deputies may at any time review their personnel files consistent with the provisions of VTCS Article 6252-17, Section 3.Said review of personnel files shall take place during the regular business hours of the custodian of personnel records in the Department; and shall be under the supervision of the custodian of personnel records.

SECTION III

Deputies shall only perform bargaining unit work; specifically, that work which is normally and customarily related to the performance of duties. The County shall not request or order any deputy to perform non-bargaining unit work.

SECTION IV

Members of the bargaining unit shall have the following political rights:

A. Members of the bargaining unit shall be permitted to take an active part in any political campaign so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Constable's Office; or (3) not on duty.

B. Members of the bargaining unit shall not be required to contribute to any political fund or render any political service to any person or political party. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for making a political contribution or rendering political service to any person or political party; or by refusing to do so.

C. Members of the bargaining unit retain their constitutional right to support any candidate or measure of their choice. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for supporting or refusing to support any candidate or measure.

D. Members of the bargaining unit retain their constitutional right to demonstrate in public so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Constable's Office; or (3) not on duty.

SECTION V

The Constable and/or County shall provide the following materials to every deputy:

A. A copy of all county personnel policies, Constable's Office operations manual and rules and regulations.

B. A copy of this Agreement.

SECTION VI

Any bargaining unit member may be required to live within a fifty (50) mile radius of the Jefferson County Courthouse; however, residency within Jefferson County shall not be mandatory.

ARTICLE 28
RESERVE DEPUTY CONSTABLES

This article is to explain the extent of the reserve constables program for the mutual understanding of the parties.

The parties desire to express in written terms the extent to which the reserve constable's program will not affect members of the bargaining unit of the Constable's office or their rights under the collective bargaining agreement.

A. The Constable's Reserve Deputy Program is not designed to perform or replace the duties of a deputy constable. No reserve deputy constable will ever replace a deputy constable.

B. The Precincts Reserve Deputy Constables will be used only in emergency situations.

C. The Constable will hold no more than two (2) Reserve Deputy Constable positions (licenses).

D. The Reserve Deputies are required to keep up the continuing education credits to maintain their licenses under TCLEOSE rules and under the Rules and Regulations of the Constable's office. All future reserve deputy constables will have to abide by the same rules and regulations.

ARTICLE 29
Closing Statements

SECTION I

Savings Clause.

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

SECTION II

Full and Final Scope of the Agreement.

The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. Subject to the Maintenance of Standards clause (Article 12), the above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Subject to the Maintenance of Standards clause (Article 12), each party for the term of this Agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

SECTION III

Approval.

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SECTION III

Approval.

This Agreement was approved by the Jefferson County Commissioner's Court at a regular meeting held on the 2nd day of October, 2013 and has been approved by the Constable by his signature being affixed hereto, and has been ratified by the Jefferson County Deputy Constable's Association on the 1st day of October, 2013.

FOR THE COMMISSIONER'S COURT:

_____
Jeff Branick, County Judge

FOR THE CONSTABLE:

_____
Coley Saleme, Constable Pct. 1

_____
Christopher Bates, Constable Pct. 2

_____
James Trahan, Constable Pct. 4

_____
Dana A. Baker Sr., Constable Pct. 6

_____
Jeffrey Greenway, Constable Pct. 7

_____
Eddie Collins, Constable Pct. 8

FOR THE ASSOCIATION:

_____
Karl Holmes, President

640

FOR THE COMMISSIONER'S COURT:

Jeff Branick, County Judge

FOR THE CONSTABLE:

Coley Saleme, Constable Pct. 1

Christopher Bates, Constable Pct. 2

James Trahan, Constable Pct. 4

Dana A. Baker Sr., Constable Pct. 6

Jeffrey Greenway, Constable Pct. 7

Eddie Collins, Constable Pct. 8

FOR THE ASSOCIATION:

Karl Holmes, President

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Karl Holmes, President

ATTACHMENT 1
Arbitration

A. If a grievance is submitted to final, binding arbitration by the parties, the Constable and/or County and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the parties from the American Arbitration Association (AAA); or may be requested by one of the parties. Within five (5) working days from receipt of the list, the parties shall alternately strike names on the list and remaining name shall be the arbitrator.

B. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the AAA Expedited Labor Arbitration Rules.

C. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The Arbitrator shall be final and binding upon the County, the Constable and the Association.

D. The Constable and/or County shall bear the expense of any witnesses called by the County. The Association shall bear the expense of any witnesses called by the Association, except that employees of the County who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The Constable and/or County and the Association shall share equally the fees and expenses of the arbitrator.

E. Notwithstanding any other provision in this agreement, a determination by the County that results in a reduction in the number of authorized, full-time paid deputy constable positions is not subject to arbitration and an arbitrator shall have no jurisdiction to render a decision increasing the number of authorized and budgeted deputy constable positions.

ATTACHMENT 2
Non- Binding Arbitration

A. If a grievance is submitted to non-binding arbitration by the parties, the Constable and/or County and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the parties from the American Arbitration Association (AAA); or may be requested by one of the parties. Within five (5) working days from receipt of the list, the parties shall alternately strike names on the list and the remaining name shall be the arbitrator.

B. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the AAA Expedited Labor Arbitration Rules.

C. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The Arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The decision of the Arbitrator shall be advisory only, however, the County and/or Constable, and the Association may voluntarily agree to accept the arbitrator's decision as a resolution to the grievance within thirty (30) calendar days of the party's receipt of the decision; and if the parties do agree to accept the decision, it is final and binding.

D. The Constable and/or County shall bear the expense of any witnesses called by the County. The Association shall bear the expense of any witnesses called by the Association, except that employees of the County who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The Constable and/or County and the Association shall share equally the fees and expenses of the arbitrator if the parties agree to accept the award as the resolution of the grievance. In the event that any party to the grievance refuses to accept the award of the arbitrator, that party shall pay the entire fee and expenses of arbitrator.

AGREEMENT

This Agreement ("Agreement") is entered into by and between the **Jefferson County** (County), and **Tim Richardson** ("Consultant").

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Consultant agree as follows:

I. SCOPE OF AGREEMENT

This Agreement shall cover the rights, duties and obligations of the parties hereto with regard to consulting work related to County activities associated with seeking BP *Deepwater Horizon* (DWH) restoration funding for a variety of purposes determined by the County including environmental infrastructure improvements.

II. RESPONSIBILITIES OF THE PARTIES

Consultant shall:

- Assist County with organizing and coordinating the County's approach to developing a priority project list for which DWH restoration funds will be sought;
- Identify key federal and state DWH restoration officials, non-profit, corporate, stakeholder, and other audiences, including specific people/contacts at each, that need to be informed about the County's restoration goals and priorities, and communicate with them on an ongoing basis, including making introductions for the County officials so that they can establish relationships with these entities;
- Draft a strategy and timeline for communicating with these groups for the County's review to ensure that the County's efforts are comprehensive and coordinated;
- Identify key people at BP who need to be educated about the restoration benefits available to Restore the Gulf by working the County and communicate with them; make introductions for County officials and participate in meetings with these contacts;
- Draft a strategy for Congressional outreach, including specific Representatives and staff that need to be briefed;
- Take the lead with preparation of materials for these groups;
- Help in drafting a strategy for the County to be recognized for environmental restoration leadership among Gulf of Mexico states, counties and cities;
- Serve as the "eyes and ears" of the County in Washington, D.C. and Austin, Texas with regard to updates on progress on the BP settlement, and development and implementation of DWH restoration, alerting the County to any specific actions that need to be taken to ensure that its interests are represented.

B. The County shall:

1. Provide overall project direction and day-to-day coordination/clarification about the County's goals and objectives in DWH restoration.

III. PERSONNEL

A. All of the work performed under this Agreement shall be performed by Tim Richardson. If for any reason Tim Richardson becomes unable to provide his expertise, the County reserves the right to immediately terminate this Agreement unless Consultant provides a suitable replacement, agreed upon by the parties in writing.

B. Consultant is solely responsible for all employee-related salary and applicable benefits to Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and Consultant's personnel in connection with this Agreement.

IV. TERM OF AGREEMENT AND TERMINATION

A. This Agreement shall begin September 10, 2013 and expire on September 10, 2014 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.

B. This Agreement may be terminated by any party upon fifteen (15) days advance written notice in the event of: (i) a material breach of this Agreement by any party; (ii) fraud by any party; (iii) insolvency, bankruptcy, reorganization or receivership of one of the parties; (iv) breach of fiduciary duties by any of parties; (v) the County's dissatisfaction with the quality of the Project; (vi) Consultant's failure to complete the Project in a timely manner; or (vii) gross or willful negligence, persistent or prolonged neglect or misconduct by the other party.

C. If the County is dissatisfied with any of the services rendered under this Agreement, it may notify Consultant and provide Consultant a reasonable time within which to remedy any unsatisfactory performance of services or it may terminate this Agreement pursuant to Section B above.

D. Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other parties. Any terms of this Agreement that extend beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns.

E. Upon termination of this Agreement, Consultant shall immediately, within seven days, deliver all work performed pursuant to this Agreement to the County (including documents provided to Consultant by the County and any work in progress, such as notes, drafts and sketches) and shall, upon the County's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by the County, Consultant shall, after termination, cooperate on a time and materials basis with the County in it's or another's efforts on the County's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

V. COMPENSATION/TERMS OF PAYMENT

A. During the term of this Agreement the County shall pay Consultant $150,000, annually as follows: $12,500 to be made upon receipt of a monthly invoice.

B. All payments to sub-contractors used by the Consultant shall be the responsibility of the Consultant, unless otherwise agreed to in advance by the County.

C. If the Agreement is terminated pursuant to Paragraph IV above, Consultant shall be paid on a pro rata basis for satisfactory services rendered to the date of termination.

D. The County shall not be liable for any federal, state or local taxes, social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. The County's liability to Consultant is limited to the dollar amounts set forth in Section A and for reasonable expenses incurred by Consultant as set forth in Section B and D. In no case shall the County be liable for the other costs or damages that may result from Consultant's normal course of doing business.

E. All routine travel expenses shall be paid for by Consultant with an understanding that any extraordinary travel requested and pre-approved in advance by the County and shall be coach, 14 day advance purchase, unless agreed to otherwise, in writing (email is an acceptable communication), by the County.

F. All invoices for fees/expenses to be paid by the County pursuant to this Agreement must be received by the County within thirty (30) days from the date the fee / expense is incurred. Any invoice received from Consultant more than thirty (30) days after termination or expiration of this Agreement will not be paid.

G. In the event of a dispute over the terms of this Agreement, including the provision of satisfactory services by Consultant, the County reserves the right to withhold payment of monies owed until the dispute is resolved.

VI. OWNERSHIP OF MATERIALS AND RESULTS

A. All materials provided to the County and all work performed under this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of the County. However, County shall grant full authority to Consultant to use all specific non-proprietary, non-confidential materials produced for any purpose, without prior approval.

B. Joint Copyright Ownership

1. It is understood and agreed that the County has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as it sees fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product.

2. County and Consultant shall have joint rights, title and interests in the Work Product, as well as any license to use, sell, exploit, copy, or further develop such Work Product.

3. Consultant represents and warrants that the Work Product shall be original, and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to the County all monies received under this Agreement and shall be liable for any consequential damages resulting therefrom. The County and Consultant shall jointly retain all right, title and ownership in and to all work, including without limitation to all copyright, patent, trade secret and other intellectual property rights pertaining thereto, including but not limited to, the complete right to modify text, print, publish, copy, distribute, transfer, display and prepare derivative works based upon work prepared under this Agreement.

VII. AUTHORIZED CONTACTS

The following County employees are authorized contacts under this Agreement:

Jeff Branick, Judge, **Jefferson County**; jbranick@co.jefferson.tx.us ; office: 409-835-8466.

Tim Richardson, consultant, tlrs@rcn.com; office: 301-770-6496; mobile 202-352-1269.

VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may

include, without limitation, lists, corporate or facility data regarding the County's legal strategies, policy goals and objectives, various plans for future development and any other development, and any other information of a similar nature pertaining to the County. Consultant hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of the County, as applicable. This section shall survive termination of this Agreement.

IX. TAXES

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and Consultant shall indemnify the County against any claims for taxes or other payroll deductions, including penalties, provided the County promptly notify Consultant of any such claim.

X. TRANSFER OF INTEREST

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Consultant without the prior written consent the County.

XI. NOTICE

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

a) If to the County, to:

Honorable Jeff Branick
Jefferson County
County Court House
1149 Pearl Street
Beaumont, Texas 77701

b) If to Consultant, to:

Tim Richardson
6707 Old Stage Road
Rockville, MD 20852

A. Consultant agrees to indemnify, defend, and hold harmless the County, its officers, directors, employees, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with Consultant's breach of this Agreement or Consultant's negligence or willful misconduct, or a third-party claim arising out of Consultant's performance under this Agreement.

B. Consultant shall indemnify and hold the County harmless from any proceedings or claims asserted against the County resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by the County or from matters with respect to which Consultant has advised the County, in writing, of the legal risks involved and the County, by their specific written approval, have assumed the risks thereof, in which cases the County shall so indemnify Consultant.

C. This section shall survive termination of this Agreement.

XII. GOVERNING LAW / VENUE

This Agreement shall be exclusively governed by and pursuant to the laws of the State of Texas. Any and all suits or claims by either party shall be brought exclusively in the State of Texas.

XIII. AGENCY

The parties agree that this Agreement is not intended to create any agency, subcontractor, or employer-employee relationship of any kind between the County and Consultant, or between the County and any other party with whom Consultant has contracted regarding this Agreement. The parties agree not to contract any obligation in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to

represent that the County is in the business of providing the products and/or services provided by Consultant.

XIV. ENTIRE AGREEMENT / SEVERABILITY

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XV. WAIVER

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by both parties.

XVI. EQUAL OPPORTUNITY

The County acknowledges that it is an Equal Employment Opportunity Employer, M/F/D/V. Consultant agrees that he is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973 and other federal and state anti-discrimination laws.

XVII. MISCELLANEOUS

A. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of or in interpreting this Agreement.

B. During the term of this Agreement, upon reasonable notice and during regular business hours, the County shall have the right to audit all books and records of Consultant relating to the amounts payable by either party under this Agreement.

C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and

cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Jefferson County

By _____ Date 9/23/13
Name: Jeff Branick
Title: Judge
EIN 74-6000291

Tim Richardson, Consultant

By _____ Date 10/2/13
Name: Tim Richardson
EIN 370-60-3504

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the County.

Signed:

_____ 10/2/13
Signature of Consultant Date

AMENDMENT TO LAND LEASE AGREEMENT

THIS AMENDMENT TO LAND LEASE (the "First Amendment"), is made and entered into effective this _____day of _____, 2013, by and between Jefferson County, ("the lessor") and the William F. Scott 1991 Trust ("the lessee").

RECITALS

Whereas on November 3, 2003, HF Aircraft, LLC leased 36,000 square feet from Jefferson County for 25 years as shown in the attached lease;

Whereas on March 9, 2009, HF Aircraft, LLC assigned the remainder of the lease to William F. Scott 1991 Trust;

Whereas the parties desire to amend the lease to change the area leased by lessee, from the Lessor, thereby redefining the term, "Premises" and adjusting the rent for the Premises (as redefined).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Section 1.01 to the lease is hereby amended to read as follows:

Section 1.01 Premises. LESSOR is the owner and operator of the Jack Brooks Regional Airport ("Airport"). LESSOR hereby lets to LESSEE and LESSEE hereby leases from LESSOR the tract of land described as Tract #PHD-02, in Exhibit "A" attached, containing 36,000 sq. ft., plus an additional 18,024 sq. ft., being the land adjacent to Tract #PHD-02, comprising 54,024 sq. ft. more or less, located at the Airport; together with the right to use and enjoy all improvements thereon, whether existing or constructed or to be constructed are referred to herein as the "premises."

Section 2. Section 2.02 to the lease is hereby amended to read as follows:

Section 2.02 Term. The initial term of this lease shall be for a period of 420 calendar months (35 years), plus partial month, if any, following the commencement of the terms unless sooner terminated or extended by virtue of a provision herein. The term shall begin on the earlier of: (a) commencement of construction upon the premises by the LESSEE.

Section 2.03 Option Term, to the lease is hereby removed from the lease.

Section 3. Section 3.01 to the lease is hereby amended to read as follows:

Section 3.01 Base Rent. As rent for the demised premises and the LESSEE'S right and privileges hereunder, the LESSEE agrees to pay to the LESSOR THE SUM OF $9,256.00 (rate of .1713/sq.ft. per year) per year during the initial term of this lease, and subject to provision of 3.03, which rental shall be paid in monthly installments, in advance, on the first day of each month, in a sum equal to 1/12 of such annual base rent. Rental installment not paid by the tenth (10th) day of the month in which due shall bear interest at the highest rate allowed by law from the date it is due until paid.

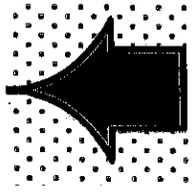
Section 4. Except as otherwise amended by this Amendment, the all other provisions of the original lease shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor has executed and delivered this Amendment as of the date first mentioned above.

LESSOR:

JEFFERSON COUNTY, TEXAS, a subdivision and county of the State of Texas

By: _____
Jeff Branick
County Judge



Lessee hereby executes the foregoing amendment for the purpose of binding itself to the terms of this Amendment and to the herein referenced lease.

William F. Scott, 1991 Trust

Signed: _____
William F. Scott, Trustee

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: **FRAN LEE**
SUBJECT: BUDGET TRANSFER
DATE: OCTOBER 10, 2013

The following FY 2013 budget transfers for is necessary for payroll items. Please call if you have any questions.

120-2033-412-1001	Department Head	$51	
120-2033-412-2001	FICA		$51
120-2034-412-1001	Department Head	$29	
120-2034-412-2001	FICA		$29
120-2035-412-1001	Department Head	$35	
120-2035-412-2001	FICA		$35
120-2053-412-1001	Department Head	$60	
120-2053-412-2001	FICA		$60

MEMORANDUM

TO: COMMISSIONERS COURT
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SUBJECT: BUDGET TRANSFER
DATE: OCTOBER 10, 2013

The following FY 2013 budget transfers for is necessary for payroll items. Please call if you have any questions.

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120-2035-412-2001	FICA		$35
120-2053-412-1001	Department Head	$60	
120-2053-412-2001	FICA		$60

MEMORANDUM

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120-2034-412-2001	FICA		$29
120-2035-412-1001	Department Head	$35	
120-2035-412-2001	FICA		$35
120-2053-412-1001	Department Head	$60	
120-2053-412-2001	FICA		$60

MEMORANDUM

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120-2033-412-2001	FICA		$51
120-2034-412-1001	Department Head	$29	
120-2034-412-2001	FICA		$29
120-2035-412-1001	Department Head	$35	
120-2035-412-2001	FICA		$35
120-2053-412-1001	Department Head	$60	
120-2053-412-2001	FICA		$60

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET TRANSFER

DATE: OCTOBER 10, 2013

The following FY 2013 budget amendment for is necessary for Criminal District Court for additional cost for indigent defense. Please call if you have any questions.

120-2032-412-5072	Pauper Attorney Fees $80,000	
120-3062-423-1044	Detention Officers	$80,000

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET TRANSFER

DATE: OCTOBER 10, 2013

The following FY 2013 budget amendment for is necessary for 252nd District Court for additional cost for indigent defense. Please call if you have any questions.

120-2037-412-5072	Pauper Attorney Fees $80,000	
120-3062-423-1044	Detention Officers	$80,000

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET TRANSFER

DATE: OCTOBER 10, 2013

The following FY 2013 budget transfer for is necessary for Veteran Services for additional cost for postage. Please call if you have any questions.

120-8096-419-4052	Postage	$12	
120-8096-419-5021	Dues & Subscriptions		$12

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	168.40	386102	
			168.40**
ROAD & BRIDGE PCT.#1			
CARQUEST AUTO PARTS # 96	66.09	385997	
ENTERGY	863.46	386024	
HEAD & GUILD PARTS INC	276.00	386029	
M&D SUPPLY	181.27	386051	
MUNRO'S	31.45	386058	
OFFICE DEPOT	78.10	386066	
SMART'S TRUCK & TRAILER, INC.	254.76	386083	
WASTE MGT. GOLDEN TRIANGLE, INC.	9.13	386106	
SOUTHERN TIRE MART, LLC	60.00	386117	
LANSDOWNE-MOODY CO	365.65	386194	
ALLPURE DRINKING WATER	14.00	386227	
			2,199.91**
ROAD & BRIDGE PCT.#2			
KINLOCH EQUIPMENT & SUPPLY	9,100.00	385978	
SUPERIOR TIRE & SERVICE	162.00	385981	
ENTERGY	811.62	386024	
HYDRAULIC & AIR REPAIR	225.00	386034	
CASH ADVANCE ACCOUNT	1,459.53	386041	
MUNRO'S	55.95	386058	
RITTER LUMBER CO.	142.78	386076	
ROGERS AUTO PARTS, INC.	19.68	386077	
AT&T	88.02	386086	
TAC - TEXAS ASSN. OF COUNTIES	250.00	386092	
ADVANCE COMMUNICATIONS SYSTEM	643.00	386185	
LANSDOWNE-MOODY CO	140.85	386194	
HLAVINKA EQUIPMENT COMPANY	181.20	386213	
ATSCO	138.75	386223	
ACT PIPE AND SUPPLY	1,020.80	386234	
GS GLOBAL SUPPLY LP	54.85	386263	
			14,494.03**
ROAD & BRIDGE PCT. # 3			
CITY OF PORT ARTHUR - WATER DEPT.	22.35	385999	
GULF COAST AUTOMOTIVE, INC.	377.95	386022	
HARBOR FREIGHT TOOLS	5.77	386028	
MUNRO'S	22.45	386058	
OIL CITY TRACTORS, INC.	375.85	386067	
PHYSICIAN SALES & SERVICE, INC.	91.83	386070	
SMART'S TRUCK & TRAILER, INC.	290.60	386083	
TRANSIT & LEVEL CLINIC	91.00	386099	
TRI-CON, INC.	10,811.17	386101	
VULCAN MATERIALS CO.	25,132.46	386104	
WAUKESHA-PEARCE IND., INC.	354.08	386107	
WHITE TIRE	172.00	386112	
UNITED STATES POSTAL SERVICE	141.16	386140	
HAMSHIRE TIRE & AUTO	154.50	386149	
VULCAN INC	2,328.97	386158	
TEXAS GAS SERVICE	140.37	386163	
LANSDOWNE-MOODY CO	330.87	386194	
WINDSTREAM	45.76	386196	
MARTIN PRODUCT SALES LLC	11,371.62	386200	
DEJEAN AUTOMOTIVE	217.19	386218	
COREY HAYNES	1,036.95	386251	
SHIPLEY DO-NUTS	160.65	386256	
DOGGETT HEAVY MACHINERY LLC	657.04	386257	
SCHEAFFER MFG CO	2,504.28	386323	
AMUNYS LIQUOR AND DELI	76.00	386327	
JUSTIN GAY	350.00	386331	
			57,251.33**
ROAD & BRIDGE PCT.#4			
A&A EQUIPMENT	36.50	385970	
COTTON CARGO	313.50	386004	
ENTERGY	12.22	386024	
HERNANDEZ OFFICE SUPPLY, INC.	6.00	386030	
MUNRO'S	55.33	386058	

NAME	AMOUNT	CHECK NO.	TOTAL
NAPA AUTO PARTS	24.96	386059	
OIL CITY TRACTORS, INC.	37.98	386067	
VULCAN MATERIALS CO.	14,854.33	386104	
UNITED STATES POSTAL SERVICE	15.08	386139	
MARTIN PRODUCT SALES LLC	11,933.27	386200	
ON TIME TIRE	55.00	386288	
			27,332.17**
ENGINEERING FUND			
VERIZON WIRELESS	306.58	386132	
BENTLEY SYSTEMS, INC.	1,674.00	386171	
			1,980.58**
PARKS & RECREATION			
ENTERGY	1,281.20	386024	
AT&T	28.96	386086	
VULCAN MATERIALS CO.	8,000.00	386104	
LOWE'S HOME CENTERS, INC.	185.25	386151	
			9,495.41**
GENERAL FUND			
SHEIGH SUMMERLIN	202.00	386191	
			202.00*
TAX OFFICE			
GUARDIAN FORCE	153.00	385973	
DELL MARKETING L.P.	1,187.32	386008	
OFFICE DEPOT	1,809.21	386066	
PITNEY BOWES, INC.	2,289.00	386071	
UNITED STATES POSTAL SERVICE	654.91	386139	
UNITED STATES POSTAL SERVICE	20.28	386140	
			6,113.72*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	80.00	385989	
MOORMAN & ASSOCIATES, INC.	150.00	386057	
PRE CHECK, INC.	132.25	386130	
UNITED STATES POSTAL SERVICE	3.32	386139	
			365.57*
AUDITOR'S OFFICE			
OFFICE DEPOT	448.46	386066	
UNITED STATES POSTAL SERVICE	27.82	386139	
			476.28*
COUNTY CLERK			
OFFICE DEPOT	1,934.95	386066	
CDW COMPUTER CENTERS, INC.	1,556.00	386124	
UNITED STATES POSTAL SERVICE	357.22	386139	
UNITED STATES POSTAL SERVICE	44.24	386140	
			3,892.41*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	400.00	386020	
TERRENCE HOLMES	1,000.00	386033	
OFFICE DEPOT	160.76	386066	
UNITED STATES POSTAL SERVICE	2.30	386139	
SHEIGH SUMMERLIN	500.00	386191	
SHOBASSY LAW	500.00	386236	
JERRY JOHN BRAGG	200.00	386249	
			2,763.06*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	41.14	386139	
			41.14*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	237.90	386139	
			237.90*
PRINTING DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
CIT TECHNOLOGY FINANCING SERVICE	499.00	386224	
			499.00*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	8.19	386139	
			8.19*
GENERAL SERVICES			
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	386097	
NATIONAL ASSN. OF COUNTIES	5,045.00	386120	
TEXAS COFFEE COMPANY	13.46	386123	
VERIZON WIRELESS	303.92	386131	
VELOCITY EXPRESS	201.85	386135	
TOWER COMMUNICATIONS, INC.	2,435.00	386136	
			10,699.23*
DATA PROCESSING			
GUARDIAN FORCE	36.00	385973	
OFFICE DEPOT	360.21	386066	
CDW COMPUTER CENTERS, INC.	1,975.20	386124	
SYSTEM ID	1,101.50	386186	
TIGER DIRECT.COM	55.30	386237	
			3,528.21*
VOTERS REGISTRATION DEPT			
OFFICE DEPOT	335.61	386066	
UNITED STATES POSTAL SERVICE	127.81	386139	
			463.42*
ELECTIONS DEPARTMENT			
THE EXAMINER	52.00	386015	
CASH ADVANCE ACCOUNT	1,637.08	386041	
ELECTION ADMINISTRATION REPORT	219.00	386146	
			1,908.08*
DISTRICT ATTORNEY			
TDCAA BOOK ORDERS	424.00	386093	
UNITED STATES POSTAL SERVICE	209.12	386139	
UNITED STATES POSTAL SERVICE	4.08	386140	
CHRIS CADENA	506.58	386181	
ERIC HOUGHTON	512.34	386188	
ASHLEY MOLFINO	678.95	386190	
COURTNEY DAVIS	218.40	386273	
BRITTANIE HOLMES	206.92	386302	
BRENT TURK	434.62	386304	
KIM HOBBS	206.92	386334	
			3,401.93*
DISTRICT CLERK			
OFFICE DEPOT	116.37	386066	
UNITED STATES POSTAL SERVICE	192.42	386139	
			308.79*
CRIMINAL DISTRICT COURT			
DAVID GROVE	900.00	385979	
JACK LAWRENCE	803.18	385980	
DAVID W BARLOW	4,167.00	385986	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	26,387.50	385987	
ANITA L. SEEGERS	25,113.80	385990	
DONALD W. DUESLER & ASSOC.	8,334.00	386012	
UNITED STATES POSTAL SERVICE	2.39	386139	
RAQUEL WEST	8,334.00	386154	
LUKE NICHOLS	600.00	386195	
RYAN L MATUSKA	900.00	386210	
JAMES R. MAKIN, P.C.	893.42	386264	
C. HADEN CRIBBS JR., PC	8,334.00	386285	
			84,769.29*
58TH DISTRICT COURT			
COURT REPORTERS CERT BOARD	210.00	386006	
UNITED STATES POSTAL SERVICE	2.07	386139	
			212.07*
60TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.38	386139	
			.38*
136TH DISTRICT COURT			
COURT REPORTERS CERT BOARD	210.00	386005	
			210.00*
252ND DISTRICT COURT			
GAYLYN COOPER	800.00	385976	
JACK LAWRENCE	519.16	385980	
DAVID W BARLOW	4,167.00	385986	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	1,706.25	385987	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	88,250.00	385988	
THOMAS J. BURBANK, P.C.	600.00	385995	
A. MARK FAGGARD	700.00	386016	
TERRENCE HOLMES	823.11	386033	
CASH ADVANCE ACCOUNT	1,000.81	386041	
BRUCE N. SMITH	800.00	386084	
MIKE VAN ZANDT	8,334.00	386103	
BRACK JONES JR.	8,333.33	386118	
RONALD E. LANIER	800.00	386121	
JOHN D WEST	900.00	386129	
UNITED STATES POSTAL SERVICE	155.62	386139	
SHEIGH SUMMERLIN	8,333.33	386192	
SUMMER TANNER	426.02	386202	
JAMES R. MAKIN, P.C.	2,095.26	386264	
RIGHT TIME EDUCATIONAL SUPPORT SYS.	500.00	386274	
AUDWIN M SAMUEL	800.00	386321	
			130,043.89*
279TH DISTRICT COURT			
TERRENCE HOLMES	500.00	386033	
KIMBERLY PHELAN, P.C.	150.00	386189	
RYAN L MATUSKA	75.00	386210	
RONALD PLESSALA	1,050.00	386232	
C. HADEN CRIBBS JR., PC	1,050.00	386284	
			2,825.00*
317TH DISTRICT COURT			
GAYLYN COOPER	500.00	385976	
PHILLIP DOWDEN	1,000.00	385983	
THOMAS J. BURBANK, P.C.	1,787.50	385995	
LAIRON DOWDEN, JR.	325.00	386009	
TERRENCE HOLMES	1,800.00	386033	
NATIONAL COUNCIL OF JUV. & FAMILY	195.00	386060	
OFFICE DEPOT	67.50	386066	
ANITA F. PROVO	1,400.00	386074	
CHARLES ROJAS	775.00	386125	
GLEN M. CROCKER	900.00	386144	
LANGSTON ADAMS	325.00	386155	
JUDY PAASCH	2,233.33	386177	
LUKE NICHOLS	650.00	386195	
RYAN L MATUSKA	1,750.00	386210	
TONYA CONNELL TOUPS	1,153.50	386219	
RONALD PLESSALA	325.00	386232	
THE PARKER LAW FIRM	500.00	386248	
JONATHAN L. STOVALL	500.00	386260	
STEFANIE L. ADAMS, ATTORNEY AT LAW	300.00	386261	
			16,486.83*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	19.94	386139	
			19.94*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	8.43	386139	
GLOBAL EQUIPMENT	592.61	386286	
			601.04*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	47.24	386139	
			47.24*
JUSTICE COURT-PCT 7			

NAME	AMOUNT	CHECK NO.	TOTAL
LEXISNEXIS MATTHEW BENDER	58.44	386152	
			58.44*
JUSTICE OF PEACE PCT. 8			
OFFICE DEPOT	303.09	386066	
UNITED STATES POSTAL SERVICE	342.57	386140	
			645.66*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	4.22	386139	
SIERRA SPRING WATER CO. - BT	59.11	386142	
			63.33*
COUNTY COURT AT LAW NO. 2			
PETER DOYLE	500.00	386010	
ELIZABETH PARKS	1,687.60	386068	
UNITED STATES POSTAL SERVICE	24.65	386139	
CULLEN KIKER	250.00	386243	
CHRISTOPHER J SACHITANO	300.00	386335	
			2,762.25*
COUNTY COURT AT LAW NO. 3			
PETER DOYLE	550.00	386010	
UNITED STATES POSTAL SERVICE	11.92	386139	
LAURIE PEROZZO	250.00	386246	
			811.92*
COURT MASTER			
OFFICE DEPOT	178.99	386066	
UNITED STATES POSTAL SERVICE	3.46	386139	
			182.45*
MEDIATION CENTER			
CONN'S APPLIANCES & PART	1,669.92	386003	
SOUTHEAST TEXAS WATER	29.85	386085	
UNITED STATES POSTAL SERVICE	6.52	386139	
WINTER WELDON	21.47	386217	
KARA HAWTHORN	120.91	386266	
			1,848.67*
SHERIFF'S DEPARTMENT			
FED EX	98.82	386017	
GT DISTRIBUTORS, INC.	6,383.20	386019	
ENTERGY	1,191.02	386024	
HARBOR FREIGHT TOOLS	55.85	386028	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,600.00	386038	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	920.00	386039	
JOHNNY'S TOWING & RECOVERY	1,850.00	386043	
LYNN PEAVEY CO., INC.	160.50	386050	
OFFICE DEPOT	302.02	386066	
RICELAND VETERINARY CLINIC	1,205.00	386075	
SABINE NECHES CHIEFS ASSOCIATION	250.00	386080	
AT&T	148.29	386086	
CLASSEN BUCK SEMINAR INC	113.00	386116	
A-1 MAIDA FENCE CO.	150.00	386127	
UNITED STATES POSTAL SERVICE	1,151.82	386139	
BEAUMONT OCCUPATIONAL SERVICE, INC.	59.70	386147	
DATAWORKS PLUS, LLC	40,673.00	386170	
CODE BLUE	2,211.00	386174	
SIMCOM TRAINING CENTER	6,500.00	386187	
SHERWIN-WILLIAMS	56.71	386240	
ERIN TECHNOLOGY LLC	700.00	386278	
			65,779.93*
CRIME LABORATORY			
CAMEO / SABINE NECHES TRAVEL	1,134.90	385996	
COASTAL WELDING SUPPLY	74.00	386000	
SANITARY SUPPLY, INC.	233.92	386081	
UNITED STATES POSTAL SERVICE	14.88	386139	
SPECTRUM LABORATORY PRODUCTS	202.01	386156	
RDB SERVICES	500.00	386283	
LEE BIOSOLUTIONS INC	430.00	386307	
JULIE HANNON	600.00	386317	

NAME	AMOUNT	CHECK NO.	TOTAL
MCBAIN SYSTEMS LP	520.00	386325	
			3,709.71*
JAIL - NO. 2			
HILO / O'REILLY AUTO PARTS	18.87	385972	
CITY OF BEAUMONT - WATER DEPT.	16.00	385998	
COBURN'S, BEAUMONT BOWIE (1)	499.75	386001	
W.W. GRAINGER, INC.	56.09	386021	
ENTERGY	336.80	386024	
HERNANDEZ OFFICE SUPPLY, INC.	3,140.77	386030	
HYGEIA CHEMICAL CO.	793.56	386036	
JACK BROOKS REGIONAL AIRPORT	1,956.27	386040	
JOHNSON SUPPLY	404.23	386044	
M&D SUPPLY	73.64	386051	
SANITARY SUPPLY, INC.	6,451.10	386081	
SUTHERLAND LUMBER CO.	334.99	386089	
WASTE MGT. GOLDEN TRIANGLE, INC.	130.50	386106	
WESCO DISTRIBUTION, INC.	158.12	386108	
NEDERLAND HARDWARE SUPPLY	95.81	386110	
MR. ROOTER PLUMBING	12,750.00	386137	
LOWE'S HOME CENTERS, INC.	645.21	386151	
INTERCONTINENTAL JET CORP	91.10	386178	
FIRETROL PROTECTION SYSTEMS, INC.	608.00	386235	
WORLD FUEL SERVICES	2,047.33	386247	
FIVE STAR CORRECTIONAL SERVICE	34,653.71	386252	
TIDMORE FLAGS	461.45	386265	
LIQUID CAPITAL EXCHANGE INC	802.28	386269	
EPIC CARD SERVICES LLC	575.00	386291	
CARPENTER AVIONICS INC	1,886.30	386300	
KROPP HOLDINGS INC	611.30	386324	
			69,598.18*
JUVENILE PROBATION DEPT.			
J WALTER BORDAGES JR PHD	463.27	385993	
FED EX	68.55	386017	
HERNANDEZ OFFICE SUPPLY, INC.	21.00	386030	
ELAINE MADOLE	123.17	386052	
UNITED STATES POSTAL SERVICE	14.12	386139	
LATRICIA COLEMAN	138.43	386153	
RASHUNDA FLETCHER	92.66	386230	
DEANDRIA CHARLES	35.03	386239	
JOHN ANDERSON	106.22	386253	
CLINTON DEROUEN	58.20	386287	
WILBERT PIERRE	114.13	386290	
			1,234.78*
JUVENILE DETENTION HOME			
GUARDIAN FORCE	710.00	385973	
BINSWANGER GLASS CO.	662.50	385992	
EPS	1,411.45	386013	
SANITARY SUPPLY, INC.	2,875.42	386081	
JOHN C. WHITE, D.D.S.	50.00	386111	
			5,709.37*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	64.91	386139	
CODE BLUE	823.00	386174	
			887.91*
CONSTABLE-PCT 2			
OFFICE DEPOT	140.84	386066	
TEXAS CORRECTIONAL INDUSTRIES	555.00	386098	
			695.84*
CONSTABLE-PCT 6			
AMERICAN ASSOCIATION OF NOTARIES	154.45	385984	
UNITED STATES POSTAL SERVICE	17.06	386139	
LEXISNEXIS MATTHEW BENDER	126.09	386152	
DISCOUNT UNIFORM INTERNATIONAL INC	262.84	386193	
			560.44*
CONSTABLE PCT. 8			
KAY ELECTRONICS, INC.	428.75	386046	

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	45.81	386066	
LEXIS-NEXIS	456.29	386141	
CODE BLUE	70.00	386174	
			1,000.85*
COUNTY MORGUE			
BJ TRANSPORT SERVICE, INC.	10,250.00	385985	
			10,250.00*
AGRICULTURE EXTENSION SVC			
TERRIE S. LOONEY	190.97	385971	
STARLA B. GARLICK	467.64	385974	
OFFICE DEPOT	157.26	386066	
TCAAA	200.00	386091	
UNITED STATES POSTAL SERVICE	7.63	386139	
BARBARA EVANS	136.39	386233	
M J EBELING	65.54	386306	
			1,225.43*
HEALTH AND WELFARE NO. 1			
ENTERGY	70.00	386027	
PHYSICIAN SALES & SERVICE, INC.	3,043.64	386070	
AUSTIN CECIL WALKES MD PA	2,932.58	386105	
UNITED STATES POSTAL SERVICE	91.77	386139	
CENTERPOINT ENERGY RESOURCES CORP	20.36	386180	
TINA CHAMPAGNE	57.63	386229	
			6,215.98*
HEALTH AND WELFARE NO. 2			
O.W. COLLINS APARTMENTS	294.47	386002	
AUSTIN CECIL WALKES MD PA	2,932.58	386105	
UNITED STATES POSTAL SERVICE	336.52	386140	
			3,563.57*
NURSE PRACTITIONER			
PHYSICIAN SALES & SERVICE, INC.	2,273.23	386070	
			2,273.23*
CHILD WELFARE UNIT			
DISA, INC.	298.00	386011	
BEAUMONT OCCUPATIONAL SERVICE, INC.	762.60	386147	
J.C. PENNEY'S	446.80	386148	
CHUMARI WILSON PAYEE	20.00	386197	
DEVIN KASPAR	50.00	386214	
KYONNA RICHARD PAYEE	15.00	386215	
J'LYNN HENDRIX	20.00	386241	
JAYLISHA ARDOIN	20.00	386254	
DIAMOND DELFIERRO PAYEE	20.00	386262	
RAYNESHA A BESSARD	20.00	386267	
KANDICE A BESSARD	20.00	386268	
KRISTIN SIMONS PAYEE	50.00	386271	
ANTHONY DISOMBA PAYEE	20.00	386272	
AARON VINSON	20.00	386279	
CONNOR BELDEN	20.00	386280	
ALYJAH HALEY	20.00	386281	
BETTY PRICE	20.00	386292	
LAFRONIA BATISTE	50.00	386293	
MENOSHA MILES PAYEE	20.00	386303	
ARIANNA HALEY	20.00	386309	
JASMINE SAVOY	50.00	386310	
QUINN DIXON PAYEE	20.00	386311	
DUNN HILL JULLIAN	20.00	386313	
PRESLEY HOMIN PAYEE	20.00	386315	
JOLYNN HOMIN PAYEE	20.00	386316	
KAYANA SIMON PAYEE	20.00	386319	
MAKAYLEE ANDERSON	20.00	386326	
LONDYNNE N HARVEY	15.00	386336	
ERNESTO MIRANDA PAYEE	20.00	386337	
DAISY MIRELES PAYEE	20.00	386338	
			2,157.40*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	167.34	386066	

NAME	AMOUNT	CHECK NO.	TOTAL
COLE INFORMATION SERVICES	362.95	386175	
			530.29*
INDIGENT MEDICAL SERVICES			
KING'S PHARMACY BEAUMONT	3,160.73	386282	
CARDINAL HEALTH 110 INC	44,473.13	386320	
			47,633.86*
MAINTENANCE-BEAUMONT			
GUARDIAN FORCE	72.00	385973	
LOUIS AND COMPANY	199.65	385975	
BUILDING SPECIALTIES	100.23	385994	
M&D SUPPLY	16.64	386051	
MCCOWN PAINT & SUPPLY OF TEXAS	526.60	386054	
OFFICE DEPOT	35.07	386066	
PORTER'S, INC.	139.20	386072	
RALPH'S INDUSTRIAL ELECTRONICS	26.80	386079	
SANITARY SUPPLY, INC.	2,017.03	386081	
ACE IMAGEWEAR	37.94	386082	
AT&T	688.10	386086	
OTIS ELEVATOR COMPANY	2,756.00	386169	
CENTERPOINT ENERGY RESOURCES CORP	142.93	386179	
ADVANCE COMMUNICATIONS SYSTEM	10,713.88	386185	
CONSTRUCTION ZONE OF SOUTHEAST	409.00	386201	
FIRETROL PROTECTION SYSTEMS, INC.	152.00	386235	
SHERWIN-WILLIAMS	17.52	386240	
SUPER FLAG STORE	1,585.20	386314	
			19,635.79*
MAINTENANCE-PORT ARTHUR			
ENTERGY	5,325.40	386024	
UNITED STATES POSTAL SERVICE	1.32	386140	
ADVANCE COMMUNICATIONS SYSTEM	1,496.56	386185	
			6,823.28*
MAINTENANCE-MID COUNTY			
ENTERGY	3,024.70	386024	
NOACK LOCKSMITH	20.25	386062	
ACE IMAGEWEAR	54.66	386082	
AT&T	663.35	386086	
WASTE MGT. GOLDEN TRIANGLE, INC.	72.50	386106	
W. JEFFERSON COUNTY M.W.D.	25.13	386109	
REFLECTIONS	1,667.00	386126	
LOWE'S HOME CENTERS, INC.	176.97	386151	
ADVANCE COMMUNICATIONS SYSTEM	124.63	386185	
			5,829.19*
SERVICE CENTER			
HIGHTECH SIGNS	153.40	386031	
KINSEL FORD, INC.	790.20	386048	
M&D SUPPLY	402.18	386051	
AT&T	29.34	386086	
PETROLEUM TRADERS CORPORATION	22,038.96	386133	
VOYAGER FLEET SYSTEM INC.	15,357.03	386167	
BUMPER TO BUMPER	364.79	386176	
UNIFIRST HOLDINGS INC	17.46	386244	
			39,153.36*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	1.92	386139	
UNITED STATES POSTAL SERVICE	11.57	386140	
HILARY GUEST	20.00	386157	
			33.49*
			570,999.21**
MOSQUITO CONTROL FUND			
ENTERGY	652.88	386024	
JACK BROOKS REGIONAL AIRPORT	2,295.00	386040	
JEPPESEN & SANDERSON	385.00	386042	
MUNRO'S	98.95	386058	
TRIANGLE ENGINE DIST.	103.10	386100	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	386106	
PARKER LUMBER	846.89	386255	
			4,460.94**
J.C. FAMILY TREATMENT CT.			

NAME	AMOUNT	CHECK NO.	TOTAL
JUDY PAASCH	50.00	386177	
STORMY G CRIBB	2,425.00	386231	
			2,375.00**
SECURITY FEE FUND			
SHEIGH SUMMERLIN	5.00	386191	
			5.00**
LAW LIBRARY FUND			
JONES MCCLURE PUBLISHING, INC.	101.00	386045	
SHEIGH SUMMERLIN	10.00	386191	
			111.00**
EMPG GRANT			
STAR GRAPHICS SHARP	18.55	386087	
			18.55**
JUVENILE DETENTION - TJPC			
VERIZON WIRELESS	58.73	386131	
			58.73**
COMMUNITY SUPERVISION FND			
PAMELA G. STEWART	100.00	386088	
TIME WARNER COMMUNICATIONS	77.11	386095	
WASTE MGT. GOLDEN TRIANGLE, INC.	340.60	386106	
CDW COMPUTER CENTERS, INC.	133.31	386124	
UNITED STATES POSTAL SERVICE	55.46	386139	
UNITED STATES POSTAL SERVICE	260.18	386140	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	386221	
JCCSC	282.00	386259	
SAM'S CLUB DIRECT	51.37	386301	
			8,265.03**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	10,981.54	385977	
BELL'S LAUNDRY	2,049.50	385991	
BUILDING SPECIALTIES	1,228.80	385994	
CITY OF BEAUMONT - WATER DEPT.	983.27	385998	
ECOLAB	82.95	386014	
HYDRO-CLEAN SERVICES, INC.	385.00	386035	
CASH ADVANCE ACCOUNT	330.20	386041	
KAY ELECTRONICS, INC.	4,044.20	386046	
KINDRA, DBA J&R SERVICES	399.40	386047	
LUBE SHOP	122.57	386049	
M&D SUPPLY	80.94	386051	
MARKET BASKET	337.31	386053	
KIM MCKINNEY, LPC, LMFT	420.00	386055	
OFFICE DEPOT	736.50	386066	
PREMIUM PLUMBING	11,715.00	386073	
SANITARY SUPPLY, INC.	610.54	386081	
SYSCO FOOD SERVICES, INC.	2,310.72	386090	
TIME WARNER COMMUNICATIONS	28.99	386094	
TEXAS ASSN. OF COUNTIES - RISK	2,088.00	386096	
WASTE MGT. GOLDEN TRIANGLE, INC.	86.04	386106	
OAK FARM DAIRY	254.67	386119	
TEXAS FIRE & COMMUNICATIONS	262.36	386128	
VINCENT'S A/C	269.98	386134	
BEN E KEITH FOODS	3,227.08	386172	
CENTERPOINT ENERGY RESOURCES CORP	339.01	386179	
ROCHESTER ARMORED CAR CO INC	121.64	386258	
SAM'S CLUB DIRECT	192.37	386301	
MAYES WOOD FLOORING	500.00	386322	
			44,188.58**
SHSP,LETPP & CERT GRANTS			
KAY ELECTRONICS, INC.	385.00	386046	
			385.00**
LAW OFFICER TRAINING GRT			
SAM'S CLUB DIRECT	209.11	386301	
			209.11**
COUNTY CLERK - RECORD MGT			

NAME	AMOUNT	CHECK NO.	TOTAL
MANATRON	10,389.52	386216	
			10,389.52**
COUNTY CLK RECORDS ARCHIV			
SHEIGH SUMMERLIN	5.00	386191	
			5.00**
COUNTY RECORDS MANAGEMENT			
SHEIGH SUMMERLIN	15.00	386191	
			15.00**
DARE CONTRIBUTIONS FUND			
CREATIVE PRODUCT SOURCING	615.22	386203	
DRUNK BUSTERS OF AMERICA LLC	306.00	386328	
			921.22**
VAWA FUND			
KIMBERLY PHELAN, P.C.	1,500.00	386189	
			1,500.00**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	987.00	386041	
			987.00**
TAX OFFICE AUTO DEALER			
DELL MARKETING L.P.	17,822.52	386008	
W.W. GRAINGER, INC.	325.47	386021	
			18,147.99**
J.P. COURTROOM TECH. FUND			
DELL MARKETING L.P.	327.18	386008	
			327.18**
HOTEL OCCUPANCY TAX FUND			
ALL STAR PLUMBING	90.00	385982	
MOORE SUPPLY, INC.	218.86	386056	
MUNRO'S	333.00	386058	
AT&T	133.45	386086	
TRI-CITY COFFEE SERVICE	62.55	386102	
UNITED STATES POSTAL SERVICE	37.53	386139	
ART MUSEUM OF SOUTHEAST TEXAS	1,540.00	386145	
SOUTHEAST TEXAS BASEBALL/ACADEMY	6,645.00	386150	
PORT NECHES CHAMBER OF COMMERCE	10,000.00	386160	
SPORTS SOCIETY FOR AMERICAN HEALTH	5,250.00	386161	
SOUTHEAST TEXAS ARTS COUNCIL	7,500.00	386162	
BRUCE'S GENERAL CONSTRUCTION	6,160.00	386164	
FIRE MUSEUM OF TEXAS	875.00	386165	
BEAUMONT CONVENTION & VISITOR BUREA	9,600.00	386166	
FORD PARK	72,800.00	386168	
SPINDLETOP-GLADYS CITY BOOMTOWN	2,000.00	386173	
KATHI HUGHES	143.95	386199	
LORI PARKER	220.35	386204	
SOUTHERN BLACK SOFTBALL ASSOCIATION	5,000.00	386205	
SOUTHERN BLACK SOFTBALL ASSOCIATION	5,000.00	386206	
STARS OVER TEXAS SOFTBALL	500.00	386207	
STARS OVER TEXAS SOFTBALL	500.00	386208	
STARS OVER TEXAS SOFTBALL	500.00	386209	
LA RUE ROUGEAU	11.30	386211	
JOSEPH SEMIEN	7.34	386212	
JESSIE DAVIS	154.82	386222	
TOP DOG SOFTBALL CLUB	500.00	386225	
TOP DOG SOFTBALL CLUB	500.00	386226	
TEXAS STYLE COOL AUTUMN NITES	4,200.00	386250	
PORT ARTHUR CONVENTION & TOURIST	12,532.00	386275	
PORT ARTHUR CONVENTION & TOURIST	59,403.00	386276	
PORT ARTHUR CONVENTION & TOURIST	3,565.00	386277	
GT BASEBALL	2,700.00	386294	
GT BASEBALL	500.00	386295	
GT BASEBALL	500.00	386296	
GT BASEBALL	500.00	386297	
GT BASEBALL	500.00	386298	
GT BASEBALL	500.00	386299	
JEFFERSON COUNTY BAR ASSOCIATION	2,000.00	386305	

NAME	AMOUNT	CHECK NO.	TOTAL
DIOCESE OF BEAUMONT	8,925.00	386312	
TEXAS SOCIETY OF INTERPRETERS FOR	5,875.00	386329	
BOOMTOWN FILM AND MUSIC FESTIVAL	886.00	386330	
			238,869.15**
CAPITAL PROJECTS FUND			
BINSWANGER GLASS CO.	11,527.36	385992	
ROMERO GLASS CO.	6,300.00	386078	
CONSTRUCTION ZONE OF SOUTHEAST	15,654.25	386201	
LJA ENGINEERING INC	6,981.05	386289	
			40,462.66**
AIRPORT FUND			
CURETON & SON	30.00	386007	
GCR BEAUMONT TRUCK TIRE CENTER	30.00	386018	
ENTERGY	12,408.82	386025	
ENTERGY	1,843.21	386026	
JACKSON-HIRSH, INC.	98.34	386037	
OFFICE DEPOT	676.24	386066	
OIL CITY TRACTORS, INC.	4,444.43	386067	
ROGERS AUTO PARTS, INC.	19.24	386077	
AT&T	599.37	386086	
WASTE MGT. GOLDEN TRIANGLE, INC.	670.67	386106	
WHITE TUCKER COMPANY INC	1,973.77	386113	
BUBBA'S AIR CONDITIONING	2,475.00	386114	
US FLAG & FLAGPOLE SUPPLY	402.00	386115	
ADVANCE COMMUNICATIONS SYSTEM	2,403.12	386185	
ASCENT AVIATION GROUP INC	27,072.48	386228	
INTERSTATE ALL BATTERY CENTER - BMT	35.98	386242	
UNIFIRST HOLDINGS INC	86.25	386244	
MOWERS TRACTORS INC	172.62	386270	
ADVANCE AUTO PARTS	29.97	386308	
TEXAS AIR DUCT SYSTEMS	960.48	386318	
			56,431.99**
SE TX EMP. BENEFIT POOL			
MEDCO HEALTH SOLUTIONS INC	53,008.13	386220	
CHLIC-CHICAGO	100,451.36	386245	
			153,459.49**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	3,390.89	386182	
TRISTAR RISK MANAGEMENT	15,762.22	386183	
			19,153.11**
SHERIFF'S FORFEITURE FUND			
RONALD L. HOBBS	576.00	386032	
PHILPOTT MOTORS, INC.	906.12	386069	
PORTER-STRAIT INSTRUMENT CO., INC.	90.00	386184	
AIRSURE LIMITED LLC	22,720.00	386198	
			24,292.12**
JUDICIAL FEES			
SHEIGH SUMMERLIN	40.00	386191	
			40.00**
JUDICIAL SUPPORT FUND			
SHEIGH SUMMERLIN	42.00	386191	
			42.00**
ELECTRONIC FILING FEE			
SHEIGH SUMMERLIN	20.00	386191	
			20.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	10,745.00	385942	
CLEAT	378.00	385943	
JEFFERSON CTY. TREASURER	18,556.46	385944	
RON STADTMUELLER - CHAPTER 13	1,792.50	385945	
INTERNAL REVENUE SERVICE	150.00	385946	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,040.00	385947	
JEFFERSON CTY. COMMUNITY SUP.	9,231.55	385948	
JEFFERSON CTY. TREASURER - HEALTH	388,968.60	385949	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TREASURER - PAYROLL	1,539,723.54	385950	
JEFFERSON CTY. TREASURER - PAYROLL	607,833.89	385951	
MONY/MLOA	275.61	385952	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,258.92	385953	
TGSLC	273.59	385954	
UNITED WAY OF BEAUMONT& N JEFFERSON	52.72	385955	
JEFFERSON CTY. TREASURER - TCDRS	551,354.76	385956	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,243.31	385957	
JEFFERSON COUNTY TREASURER	2,344.10	385958	
JEFFERSON COUNTY - TREASURER -	4,635.19	385959	
NECHES FEDERAL CREDIT UNION	67,853.25	385960	
DEPARTMENT OF SOCIAL SERVICES	140.76	385961	
JEFFERSON COUNTY - NATIONWIDE	44,992.98	385962	
TENNESSEE CHILD SUPPORT	115.38	385963	
FMS DMS PIONEER	34.62	385964	
SBA - U S DEPARTMENT OF TREASURY	168.49	385965	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	385966	
U S DEPARTMENT OF TREASURY	157.99	385967	
WILLIAM E HEITKAMP	639.00	385968	
JOHN TALTON	223.85	385969	
			3,261,301.29**
GUARDIANSHIP FEE			
SHEIGH SUMMERLIN	20.00	386191	
			20.00**
APPELLATE JUDICIAL SYSTEM			
SHEIGH SUMMERLIN	5.00	386191	
			5.00**
ORCA - IKE			
H.B. NEILD & SONS, INC.	92,475.00	386061	
			92,475.00**
MARINE DIVISION			
GT DISTRIBUTORS, INC.	1,020.58	386019	
ENTERGY	471.58	386024	
JACK BROOKS REGIONAL AIRPORT	320.50	386040	
TRI-CON, INC.	16,130.07	386101	
TED'S UPHOLSTERY	1,145.00	386122	
VERIZON WIRELESS	531.94	386131	
SIERRA SPRING WATER CO. - BT	58.36	386143	
PORT SUPPLY	235.46	386159	
AIRSURE LIMITED LLC	22,720.00	386198	
WATSON PROPELLER	260.00	386238	
			42,893.49**
ASAP - CONSTABLE PCT 8			
OFFICE DEPOT	169.60	386066	
CODE BLUE	65.00	386174	
ROBERTO SOLIS	6,864.03	386332	
MARIA ZAMORA	3,542.03	386333	
			10,640.66**
			4,716,396.85***

JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF RON HOBBS
LAW ENFORCEMENT

CHIEF GEORGE MILLER
CORRECTIONS

CHIEF MARK DUBIOS
SERVICES

RECEIVED
OCT 09 2013

Date: October 9, 2013

To: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

From: G. Mitch Woods, Sheriff
Sheriff's Office

Re: Ninety Day Extension

Please place the following item on the Commissioners' Court agenda for Monday, October 14, 2013.

Please consider and possibly approve up to a 90-day extended leave without pay for Don Rocio, Corrections Officer with the Jefferson County Correctional Facility. Mr. Rocio needs the extension due to the severity of his medical condition.

Sincerely,

G. Mitch Woods

G. Mitch Woods, Sheriff
Jefferson County Sheriff's Office

Regular, October 14, 2013

There being no further business to come before the Court at this time, same is now here adjourned on this date, October 14, 2013