

SPECIAL, 5/5/2014 1:30:00 PM

BE IT REMEMBERED that on May 05, 2014, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3 (ABSENT)

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
May 05, 2014

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
May 05, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **05th** day of **May 2014** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

WORKSHOP: 10:30 a.m. – Presentation by County Clerk and Hart Intercivic on voting system. Demonstration on system advantages and 10 year cost savings to be considered in 2014-2015 budget years.

WORKSHOP: 11:15 a.m. - Matters relating to the use and maintenance of the ball fields at Ford Park and leasing of those facilities.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

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

PURCHASING:

1. Receive and file bids for (IFB 14-010/JW), Term Contract for Armored Car Service for Jefferson County.

SEE ATTACHMENTS ON PAGES 8 - 98

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

2. Receive and file bids for (IFB 14-009/JW), Term Contract for Microfilm Supplies for Jefferson County.

SEE ATTACHMENTS ON PAGES 99 - 211

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

3. Award, execute, receive and file Acceptance of Offer for (IFB 14-009/JW), Term Contract for Microfilm Supplies for Jefferson County to DecisionOne Corporation, Information Management Services, and Western Micrographics & Imaging Systems, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 212 - 219

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

4. Award, execute, receive and file a contract with Global Tel*Link Corporation for (RFP 13-028/JW), Inmate Telephone Service for Jefferson County.

SEE ATTACHMENTS ON PAGES 220 - 232

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
May 05, 2014*

COUNTY AUDITOR:

5. Consider and approve budget transfer - Elections' Department - additional cost for postage.

120-1034-414-4052	POSTAGE	\$5,000.00	
120-1034-414-1002	ASSISTANTS & CLERKS		\$5,000.00

SEE ATTACHMENTS ON PAGES 233 - 233

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

6. Consider and approve utilizing allocated Ford Park Capital Project Funds for repairs to video marquee computer.

SEE ATTACHMENTS ON PAGES 234 - 234

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

7. Regular County Bills - check #393203 through check #393457.

SEE ATTACHMENTS ON PAGES 235 - 244

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

ADDENDUMS

8. Consider and approve appointing legal counsel to represent Special Prosecutor Shane Phelps in the action Eric Heilman vs. Jefferson County, City of Beaumont, The Beaumont Chief of Police, and Shane Phelps.

SEE ATTACHMENTS ON PAGES 245 - 245

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

COUNTY CLERK:

9. Receive and file Certificate of Completion of Required Continuing Education for 2013 for Carolyn Guidry, County Clerk.

SEE ATTACHMENTS ON PAGES 246 - 246

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY COMMISSIONERS:

10. Consider and possibly authorize the County Judge to execute and submit a Request for Unclaimed Capital Credits from electric cooperatives to the Texas Comptroller of Public Accounts.

SEE ATTACHMENTS ON PAGES 247 - 247

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

11. Consider and possibly approve a Proclamation for Drug Court Month.

SEE ATTACHMENTS ON PAGES 248 - 248

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

12. Consider and possibly approve a Proclamation for National Tourism Week in Jefferson County, Texas.

SEE ATTACHMENTS ON PAGES 249 - 249

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
May 05, 2014*

13. Consider and possibly approve a Proclamation for Mental Health Awareness Month.

SEE ATTACHMENTS ON PAGES 250 - 250

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

14. Consider, possibly approve, authorize the County Judge to execute and receive and file a Ground Lease Option between Jefferson County and Accelerated Development Operating Company, LLC which includes a Subordination, Attornment and Non-Disbursement Agreement. (This is for property to be developed at the Jackbrooks Regional Airport.)

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

15. Consider, possibly approve, and authorize the County Judge to execute a Stipulated Amendment to the Abatement Agreement between Huntsman Petrochemical LLC and Jefferson County which was executed September 13, 2013.

SEE ATTACHMENTS ON PAGES 251 - 254

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

ENGINEERING:

16. Execute, receive and file Right-of-Way Agreement for Air Liquide Large Industries, LLP for LMA Expansion Project, being a pipeline easement across a 32.2 acre tract in the William McFaddin Survey, Document No. 2001008588, Official Records, Jefferson County, Texas.

SEE ATTACHMENTS ON PAGES 255 - 264

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

Notice of Meeting and Agenda and Minutes
May 05, 2014

17. Execute, receive and file Temporary Access Agreement for Air Liquide Large Industries, LLP for access across property owned by Jefferson County, Texas for ingress and egress along pipeline corridor from Highway 365 to West Port Arthur Road, and being the same 32.2 acre tract for the LMA Expansion Project

SEE ATTACHMENTS ON PAGES 265 - 274

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

Jeff R. Branick
County Judge



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

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

ADDENDUM TO IFB

IFB Number: 14-010/JW
IFB Title: Term Contract for Armored Car Service for Jefferson County
IFB Due: 11:00 am CST, April 15, 2014
Addendum No.: 1
Issued (Date): April 1, 2014

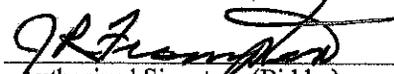
TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all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

**Reason for Issuance of this addendum:
Revised to Points for Pick-Up List and Revised Bid Form**

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

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

ATTEST:



Authorized Signature (Bidder)

Witness

J. Patrick Frampton, Vice President
Title of Person Signing Above

Witness

Dunbar Armored, Inc.
Typed Name of Business or Individual

Approved by _____ Date: _____

50 Schilling Rd., Hunt Valley, MD 21031
Address

REQUESTED MODIFICATIONS/CLARIFICATIONS
TO THE TERMS AND CONDITIONS

Special Requirements, Page 12 of 35, Paragraph 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.

Dunbar Armored provides online access to service information that will replace the need for a usage report. Dunbar Armored offers not only more than 90-years of continuous experience in the armored car business, but also a financially sound American corporation prepared to meet the growing needs of our clients.

Dunbar continues to refine processes, mitigate risks and implement new technologies to effectively respond to the unique needs of our customers across the country. Dunbar leads the industry with state-of-the-art facilities coast-to-coast and innovative digital package tracking systems supported by time-tested operating procedures to meet your cash management needs.

Dunbar’s, web based reporting system, Valu-Trak® is our state-of-the-art system for tracking valuables and cash in transit. Dunbar’s www.dunbarvalutrak.com website provides a secure password controlled system that allows customers to view yesterday’s activity for their deposits, withdrawals and inventory. Our customers are able to track the initial pick-up through transport, view deposit verification information and place change orders on line which provides unmatched access to daily business information. This allows Dunbar customers to obtain vital information through a variety of reports for use with their cash management needs. Dunbar is the industry leader in providing this level a detailed real-time reporting for their customers.

Additional Insurance Requirements, Page 13 of 35 – Professional Liability/Errors & Omissions Coverage.”

Armored car companies typically do not provide professional liability/errors and omissions coverage. We will provide “all risk” cargo coverage. There is no better insurance than the armored car "All Risk" coverage, known as transit and storage insurance, which Dunbar Armored offers.

There are no exceptions, no warranties and no conditions, except the standard war and nuclear exclusion. "All Risk" armored car cargo liability will cover currency, coin, checks and other valuables against all risks of physical loss of or damage to the insured property up to your stated liability limits. Checks are subject to reconstruction.

Our armored car "All Risk" insurance will provide for the safety of all funds in our possession. The current policy limit is \$600,000,000.00 per occurrence, (through Great American Insurance Company and Lloyds of London).

This policy provides aggregate maximum loss coverage for employee fidelity coverage as extra assurance of performance. Fidelity insurance is included in our transit and storage policy. Therefore a separate fidelity bond is not necessary. A certificate will be issued should we be awarded a contract. The certificate will show liability limits consistent with your specifications.

Points for pick-up and bank designated as our consignee are as follows:

ITEM # 1: (5) Days Per Week

Pick-up from: Jefferson County Treasurer's Office; Jefferson County Child Support Office; Jefferson County Community Supervision. – Beaumont and delivery to designated consignee's bank vault.

Location	Consignee	Pick-up Time
1. Jefferson County Treasurer's Office Located in the Jefferson County Courthouse 1149 Pearl Street, Beaumont, TX 77701 a. Tax Office Funds b. Other County Funds c. County & District Clerk Trust Funds	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	11:00 am– 2:30 pm Note: Office is Closed from 12:00 pm – 1:00pm.
2. Jefferson County Child Support Office 1225 Pearl Street, Beaumont, TX 77701	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	11:00 am– 2:30 pm Note: Office is Closed from 12:00 pm – 1:00pm.
3. Jefferson County Community Supervision 820 Neches Street, Beaumont, TX 77701	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	11:00 am– 2:30 pm Note: Office is Closed from 12:00 pm – 1:00pm.

ITEM # 2: (5) Days Per Week (South Jefferson County)

Pick-up from: Jefferson County Community Supervision; Jefferson County Tax Office; Justice of the Peace and Constable Offices; Jefferson County Clerk's Office; Jack Brooks Regional Airport; Mid-County Tax Office; Justice of the Peace – Precinct 7; Jefferson County Juvenile Probation; Minnie Rogers Juvenile Justice Center. – Mid-County/Port Arthur and delivery to designated consignee's bank vault.

Location	Consignee	Pick-up Time
1. Jefferson County Community Supervision 246 Dallas Avenue, Port Arthur, TX 77640	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
2. Jefferson County Tax Office 525 Lakeshore Drive, Port Arthur, TX 77640 Justice of the Peace and Constable Offices 525 Lakeshore Drive, Port Arthur, TX 77640 Jefferson County Clerk's Office 525 Lakeshore Drive, Port Arthur, TX 77640	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
3. Jack Brooks Regional Airport (Admin Office) 4875 Jerry Ware Drive, Beaumont, TX 77705 Mid-County Tax Office 4605 Jerry Ware Drive, Beaumont, TX 77705 Justice of the Peace – Precinct 7 7933 Viterbo Rd., Ste. 1, Beaumont, TX 77705	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
4. Jefferson County Juvenile Probation 900 Fourth Street, Port Arthur 77640	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
5. Minnie Rogers Juvenile Justice Center 5326 Hwy 69 S, Beaumont, TX 77705	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00am – 11:00 am

(Continued)

Points for pick-up and bank designated as our consignee are as follows:

ITEM # 3: (2) Days Per Week:

Pick-up from: The offices of Precinct 4 – Constable and Precinct 4 – Justice of the Peace. - Beaumont and delivery to designated consignee's bank vault.

1.	Location	Consignee	Pick-up Time
	Precinct 4 – Constable Office 19217 Hwy. 365, Beaumont, TX 77705	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
	Precinct 4 - Justice of the Peace Office 19217 Hwy. 365, Beaumont, TX 77705	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am

Note: All deliveries must be made to the Cash Vault no later than 4:00 p.m. CST.

Questions related to this specification may be directed to:

Hon. Tim Funchess, County Treasurer
 (409) 835-8509 phone

IFB 14-010/JW
Term Contract for Armored Car Service for Jefferson County

Bid Form

Item	Description	Lump Sum per month (2014-2015)	Lump Sum per month (2015-2016) Renewal Year 1	Lump Sum per month (2016-2017) Renewal Year 2	Lump Sum per month (2017-2018) Renewal Year 3	Lump Sum per month (2018-2019) Renewal Year 4
1.	<p><u>(5) Days Per Week:</u> Pick-up from: Jefferson County Treasurer's Office Jefferson County Child Support Office Jefferson County Community Supervision</p>	\$ _975.94_	\$ _975.94_	\$ _1,000.34	\$ _1,025.34	\$ _1,050.97_
2.	<p><u>(5) Days Per Week :</u> Pick-up from: Jefferson County Community Supervision Jefferson County Tax Office Justice of the Peace and Constable Offices Jefferson County Clerk's Office Jack Brooks Regional Airport (Admin Office) Mid-County Tax Office Justice of the Peace – Precinct 7 Jefferson County Juvenile Probation Minnie Rogers Juvenile Justice Center</p>	\$ _2,581.52	\$ _2,581.52	\$ _2,646.06	\$ _2,712.21	\$ _2,780.02

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**IFB 14-010/JW
Term Contract for Armored Car Service for Jefferson County**

Bid Form (Continued)

Item	Description	Lump Sum per month (2014-2015)	Lump Sum per month (2015-2016) Renewal Year 1	Lump Sum per month (2016-2017) Renewal Year 2	Lump Sum per month (2017-2018) Renewal Year 3	Lump Sum per month (2018-2019) Renewal Year 4
3.	<p><u>(2) Days Per Week:</u> Pick-up from: Precinct 4 Constable Office Precinct 4 Justice of the Peace</p>	\$ 419.76	\$ 419.76	\$ 430.25	\$ 441.01	\$ 452.04

Note: All deliveries must be made to the Cash Vault no later than 4:00 p.m. CST.

Acknowledgment of Addenda (if any):

Addendum 1 *JL* Date Received 4/1/2014
 Addendum 2 Date Received
 Addendum 3 Date Received

Bidder Shall Return Completed Form with Offer.



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

March 24, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-010/JW, Term Contract for Armored Car Service for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be sealed and 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. Jefferson County does not accept bids electronically. 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 Armored Car Service for Jefferson County
BID NO:	IFB 14-010/JW
DUE DATE/TIME:	11:00 AM CST, April 15, 2014
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 – March 26th & April 2nd, 2014

IFB 14-010/JW
Term Contract for Armored Car Service for Jefferson County
Bids due: 11:00 AM CST, Tuesday, April 15, 2014

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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](http://www.co.jefferson.tx.us/purchasing/main.htm)) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.

Instructions to Bidders

1. Bid Submission

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

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

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

All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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 – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	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 awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. **Contract**

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

9. **Waiver of Subrogation**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. **Fiscal Funding**

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

11. **Bid Results**

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

12. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, 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 the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, 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 **Bid Number, Bid Name, 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 Requirements

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 below)

Standard Limits shall be: \$1,000,000 per occurrence & \$5,000,000 aggregate

Additional Insurance Requirements:

The Contract shall, at all times during the term of this contract, maintain "All-Risk Cargo" insurance coverage; to include the additional insurance coverages of "Transit Coverage" and "Professional Liability/Errors Omissions" coverages as described below.

Transit Coverage to include:

- Customer's Good Coverage – Including Cash, Checks, & Money Orders
- Care, Custody, & Control Property Damage Coverage

Professional Liability/Errors & Omissions Coverage to include:

- \$1,000,000 Limit, Including Coverage for Resulting Financial Loss

Employee Dishonesty: Combined Single Limit of \$1,000,000.00

Property Damage Coverage: Coverage for damage to property while in the care, custody, or control of the armored car services company.

Theft Coverage: Property Damage coverage shall include theft of client's property by third parties and/or guard company employees.

Vicarious Liability: Coverage for intentional/criminal acts including, but not limited to assault & battery, for which the insured is held vicariously liable.

Successful bidder shall assume entire liability for any loss of any shipment (shipment is defined as, delivery of bags per signed receipt) up to \$100,000.00 cash and up to \$100,000.00 check reconstruction costs, including but not limited to, County and taxpayer/vendor bank charges, loss of interest earnings, and staff and office charges incurred due to loss.

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 7.1. – 7.7., 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 14-010/JW.

Scope

1. Scope

Vendor shall provide Armored Car Services for Jefferson County subject to the terms and conditions stated herein for an initial period of one (1) year beginning on or about Date of Award, with an option to renew for an additional four (4) years.

2. Renewal Option

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

Year 2	2015 – 2016
Year 3	2016 – 2017
Year 4	2017 – 2018
Year 5	2018 – 2019

3. Uniforms and Employee Identification Badges

As identification for admittance into buildings, Contractor shall require that all its employees wear the company uniform and an employee identification badge.

4. Contract

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

5. Insurance

See Pages 13-15, Special Requirements/Instructions (Sections 6 & 7) for insurance requirements.

7. Overnight Vault Service

The Contractor shall provide overnight vault services, or adequate security measures, including coverage, for all bank bags held in their possession overnight.

8. Specifications

Successful bidder shall contract to call for sealed shipments containing moneys, checks, and/or securities, to receipt therefore, and to deliver same in like condition to bank listed below. Bank bags shall be returned to the County after consignee releases the bags.

Office hours for service is five days per week, except County holidays, between the hours of 8:00 a.m. and 5:00 p.m.

County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

Delays: The successful Contractor shall not be held liable for delays or nonperformance due to the fault of the County. However, the Contractor shall be totally responsible for the safety and security of the County's sealed deposits in the Contractor's possession. The Contractor shall be required to contact the Jefferson County Treasurer in the event of a delay and shall arrange an alternative pickup time that is mutually agreed upon. Pickups suspended because of an Act of Nature, including flooding or weather related situations shall not be invoiced to the County. The Contractor is not required to attempt pickup on days the County closes as announced on radio or television due to incremental weather.

Lost or Damaged Deposits: In the event of sealed deposit loss or damage, within twenty-four (24) hours of the loss or damage, the Contractor shall submit written reports to the County stating the type and amount of loss. Salvage, reclamation, and/or reconstruction shall begin as soon as possible following the loss or damage. All costs related to the loss or damage to the deposits in the care, custody, and control of the Contractor shall remain the sole responsibility of the Contractor. The County will assist in the proper identification of any such sealed deposits lost or damaged and will make every effort to minimize costs and or further loss or damage. However, the County's help to minimize costs does not, in any way, relieve the Respondent's liability of any loss or costs arising from the incident.

Points for pick-up and banks designated as our consignees are as follows:

ITEM # 1: (5) Days Per Week

Pick-up from: **Treasurer, Child Support, Community Supervision, and Tax Office** – Beaumont and delivery to designated consignee.

Location	Consignee	Pick-up Time
1. Jefferson County Treasurer's Office Courthouse, 1149 Pearl Street, Beaumont, TX 77701 a. Tax Office Funds b. Other County Funds c. County & District Clerk Trust Funds	Wells Fargo Bank Wells Fargo Bank Wells Fargo Bank	11:00 am– 2:30 pm Note: Office is Closed from 12:00 pm – 1:00pm.
2. Jefferson County Child Support Office 1225 Pearl Street, Beaumont, TX 77701	Wells Fargo Bank	11:00 am– 2:30 pm Note: Office is Closed from 12:00 pm – 1:00pm.
3. Jefferson County Community Supervision 820 Neches Street, Beaumont, TX 77701	Wells Fargo Bank	11:00 am– 2:30 pm Note: Office is Closed from 12:00 pm – 1:00pm.

ITEM # 2: (5) Days Per Week (South Jefferson County)

Pick-up from: **Community Supervision, 246 Dallas Avenue; Juvenile Probation, 900 Fourth Street; Juvenile Probation, 5326 Hwy 69 S., Beaumont; Port Arthur Tax Offices; Justice of the Peace and Constable Offices; County Clerk; Sub-Courthouse, Port Arthur; Jefferson County Airport; Tax Office; and Justice of the Peace #7, Mid-County**

Location	Consignee	Pick-up Time
1. Jefferson County Community Supervision 246 Dallas Avenue, Port Arthur	Wells Fargo Bank Beaumont, TX	8:00 am – 11:00 am
2. Jefferson County Tax Office, Justice of the Peace and Constable Offices, Sub-Courthouse, County Clerk, Port Arthur	Wells Fargo Bank Beaumont, TX	8:00 am – 11:00 am
3. Jefferson County Airport, Tax Office and Justice of the Peace Pct. #7, Mid County	Wells Fargo Bank Beaumont, TX	8:00 am – 11:00 am
4. Jefferson County Juvenile Probation, 900 Fourth Street, Port Arthur	Wells Fargo Bank Beaumont, TX	8:00 am – 11:00 am
5. Jefferson County Juvenile Probation, 5326 Hwy 69 S, Beaumont, TX	Wells Fargo Bank Beaumont, TX	8:00am – 11:00 am

(Continued on Next Page)

Points for pick-up and banks designated as our consignees are as follows:

(Continued)

ITEM # 3: (2) Days Per Week:

Pick-up from: The offices of **Pct. 4 Constable** and **Justice of the Peace**, 19217 Hwy. 365, Beaumont, TX 77705 to the bank vault.

Location	Consignee	Pick-up Time
1. Precinct 4 Constable Office 19217 Hwy. 365, Beaumont, TX 77705	Wells Fargo Bank Beaumont, TX	8:00 am – 11:00 am
2. Precinct 4 Justice of the Peace 19217 Hwy. 365, Beaumont, TX 77705	Wells Fargo Bank Beaumont, TX	8:00 am – 11:00 am

Questions related to this specification may be directed to:

Hon. Tim Funchess, County Treasurer

(409) 835-8509 phone

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): 1, _____, _____, _____.

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

Dunbar Armored, Inc.

Company Name

For clarification of this offer, contact:

50 Schilling Road

Address

J. Patrick Frampton

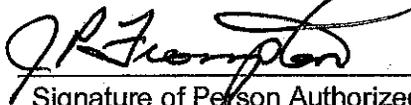
Name

Hunt Valley, MD 21031

City State Zip

410-229-1906 410-229-1907

Phone Fax



Signature of Person Authorized to Sign

rosemary.ayala@dunbararmored.com

E-mail

J. Patrick Frampton

Printed Name

Vice President

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-010/JW, Term Contract for Armored Car Service 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

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

IFB 14-010/JW
Term Contract for Armored Car Service for Jefferson County

Bid Form

Item	Description	Lump Sum per month (2014-2015)	Lump Sum per month (2015-2016) Renewal Year 1	Lump Sum per month (2016-2017) Renewal Year 2	Lump Sum per month (2017-2018) Renewal Year 3	Lump Sum per month (2018-2019) Renewal Year 4
1.	<p><u>(5) Days Per Week:</u></p> <p>Pick-up from: Treasurer, Child Support, Community Supervision, and Tax Office – Beaumont and delivery to designated consignee.</p>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.	<p><u>(5) Days Per Week :</u></p> <p>Pick-up from:</p> <p>Community Supervision 246 Dallas Avenue Port Arthur, TX 77640</p> <p>Juvenile Probation 900 Fourth Street Port Arthur, TX 77640</p> <p>Juvenile Probation 5326 Hwy 69 S. Beaumont, TX 77705</p> <p>Port Arthur Tax Offices; Justice of the Peace and Constable Offices; County Clerk; Sub-Courthouse, Port Arthur</p> <p>Jefferson County Airport; Tax Office; and Justice of the Peace #7, Mid-County</p>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(Continued on Next Page)

**IFB 14-010/JW
Term Contract for Armored Car Service for Jefferson County**

Bid Form (Continued)

Item	Description	Lump Sum per month (2014-2015)	Lump Sum per month (2015-2016) Renewal Year 1	Lump Sum per month (2016-2017) Renewal Year 2	Lump Sum per month (2017-2018) Renewal Year 3	Lump Sum per month (2018-2019) Renewal Year 4
3.	<p><u>(2) Days Per Week:</u></p> <p>Pick-up from: The offices of Pct. 4 Constable and Justice of the Peace, 19217 Hwy. 365, Beaumont, TX 77705 to the bank vault.</p>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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: 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: _____

Bidder Shall Return Completed Form with Offer.

References

Dunbar Armored currently provides service for the following customers

Ft. Bend County
420 Reading Road
Rosenberg, TX 77471
Debbie Kaminski
Assistant Purchasing Agent
281-341-8643
kaminskd@co.fort-bend.tx.us
Customer for 12 years

Pappas Restaurants, Inc.
13939 NW Freeway
Houston, TX 77040
Cindy Iverson
713-869-0151
Customer for 5 years

Highland Park ISD
7015 Westchester
Dallas, TX 75205
Karen Jacobsen
Accounts Payable
214-523-1665
JacobsK@HPISD.ORG
Customer for 12 years

Grapevine-Colleyville ISD
3051 Ira East Woods Avenue
Grapevine, TX 76051
Barbara Eakins
barbara.eakins@gcisd.net
817-251-5581
Customer for 9 years

Houston Independent School District
Procurement Services
4400 West 18th Street
Houston, TX 77092
Beth Rutherford
Sourcing Specialist
713-556-6544
brutherford@houstonisd.org
Customer for 7 years

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

* Pending mutual agreement of the parties

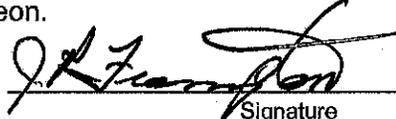
This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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.

Dunbar Armored, Inc.

Bidder (Entity Name)


Signature

50 Schilling Road

Street & Mailing Address

J. Patrick Frampton

Print Name

Hunt Valley, MD 21031

City, State & Zip

April 10, 2014

Date Signed

410-229-1906

Telephone Number

410-229-1907

Fax Number

rosemary.ayala@dunbararmored.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	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="margin-left: 20px;">Dunbar Armored, Inc.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="margin-left: 20px;">None</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <p style="margin-left: 20px;">None</p>	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIREFORM CIQ
Page 2**For vendor or other person doing business with local government entity**

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

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

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

Yes No

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

Yes No

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

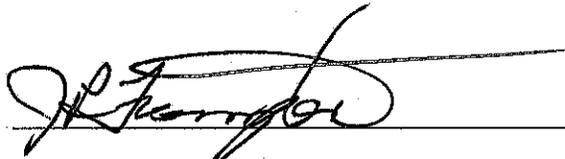
Yes No

- D. Describe each affiliation or business relationship:

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

4/10/2014

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

Yes No

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

Did the Prime Contractor/Consultant . . .

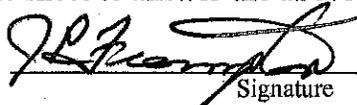
- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time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

If "No" was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

J. Patrick Frampton

 Printed Name of Authorized Representative



 Signature

Vice President

 Title

4/10/2014

 Date

Bidder Shall Return Completed Form with Offer.

Due to the secure nature of our business Dunbar will not subcontract any portion of this work.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: Dunbar Armored, Inc. HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: 50 Schilling Road, Hunt Valley, MD 21031
Street City State Zip

Phone (with area code): 410-229-1906 Fax (with area code): 410-229-1907

Project Title & No.: Armored Car Serv. IFB/RFP No.: 14-010/JW

Total Contract: \$ _____ Total HUB Subcontract(s): \$ 0

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 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): _____

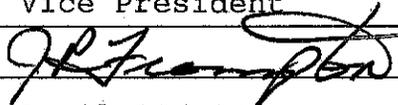
Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

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): J. Patrick Frampton

Title: Vice President

Signature: 

Date: April 10, 2014

E-mail address: rosemary.ayala@dunbararmored.com

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

Name (print or type): Kim Grover

Title: Asst. Billing Manager

Date: April 10, 2014

E-mail address: kim.grover@dunbararmored.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 Dunbar Armored [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____
Hunt Valley, MD (city and state).

Taxpayer Identification Number (T.I.N.):	52-0675776
Company Name submitting bid/proposal:	<u>Dunbar Armored</u>
Mailing address:	50 Schilling Road, Hunt Valley, Md 21031
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder 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 MD COUNTY OF Harford

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

on this day personally appeared J. Patrick Frampton, who
(name)

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

"I, J. Patrick Frampton am a duly authorized officer of/agent
(name)
for Dunbar Armored, Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Dunbar Armored, 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: Dunbar Armored, Inc. 50 Schilling Road,
Hunt Valley, MD 21031

Fax: 410-229-1907 Telephone# 410-229-1906

by: J. Patrick Frampton Title: Vice President
(print name)

Signature: *J. Patrick Frampton*

SUBSCRIBED AND SWORN to before me by the above-named
J. Patrick Frampton on

this the 10 day of April, 2014.

ROSEMARY AYALA
NOTARY PUBLIC
HARFORD COUNTY
MARYLAND
My Commission Expires 6-10-2015

Rosemary Ayala
Notary Public in and for
the State of MD

Bidder Shall Return Completed Form with Offer.

This Express Pak is for use with the

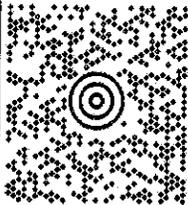
MARTY WIERINGA
(410) 584-9800 3522
DUNBAR ARMORED, INC.
50 SCHILLING ROAD
HUNT VALLEY MD 21031

2 LBS

SHIP TO:

DEBORAH L CLARK
(409) 835-8593
JEFFERSON COUNTY
FIRST FLOOR
1149 PEARL STREET
BEAUMONT TX 77701

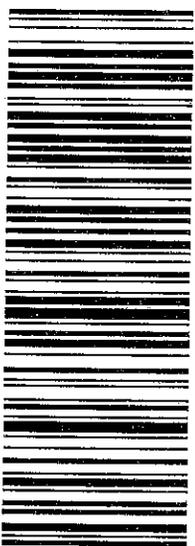
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TX 777 0-01



UPS NEXT DAY AIR SAVER 1P
TRACKING #: 1Z 07E 06E 13 7467 9538



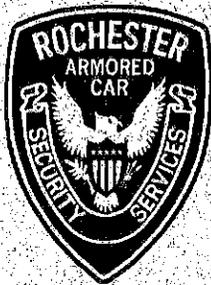
BILLING: P/P

REF 1:925
REF 2:GOVT CONTRACTS

WWS 17.01.21 24hrs S4M01 - 43:0A 01/2014

REGULATED BY THE FEDERAL BUREAU OF INVESTIGATION (FBI) AND THE DEPARTMENT OF JUSTICE (DOJ). THIS SERVICE IS PROVIDED BY UPS AS A CONVENIENCE AND IS NOT A GUARANTEE OF DELIVERY. DELIVERY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE UPS SERVICE CONTRACT. DELIVERY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE UPS SERVICE CONTRACT. DELIVERY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE UPS SERVICE CONTRACT.

877,



ROCHESTER ARMORED CAR CO., INC.

3937 Leavenworth Street
P.O. Box 8, DTS
Omaha, NE 68101

TEL (402) 558-9323
FAX (402) 558-9326
www.rochesterarmoredcar.com

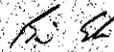
April 8, 2014

Ms. Debra L. Clark
Jefferson County Purchasing Division
1149 Pearl St, 1st Floor
Beaumont, TX 77701

Dear Ms. Clark:

Thank you for the invitation to bid. Rochester has shared a long partnership with Jefferson County and look forward to continuing that relationship. Attached you will find the completed Bid No: IFB 14-010/JW. If there is any questions or concerns please feel free to contact us.

Sincerely,


William P Shea
Sales & Service
800-558-9323
wpshea@rocarmco.com



JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: 14-010/JW
 IFB Title: Term Contract for Armored Car Service for Jefferson County
 IFB Due: 11:00 am CST, April 15, 2014
 Addendum No.: 1
 Issued (Date): April 1, 2014

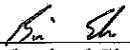
TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all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

Reason for Issuance of this addendum:
Revised to Points for Pick-Up List and Revised Bid Form

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

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

ATTEST:



 Authorized Signature (Bidder)

Witness

 Sales & Service
 Title of Person Signing Above

Witness

 Bill Shea, Rochester Armored Car Co., Inc
 Typed Name of Business or Individual

Approved by _____ Date: _____

 3937 Leavenworth St Omaha, NE 68105
 Address

Points for pick-up and bank designated as our consignee are as follows:

ITEM # 1: (5) Days Per Week

Pick-up from: Jefferson County Treasurer's Office; Jefferson County Child Support Office; Jefferson County Community Supervision. – Beaumont and delivery to designated consignee's bank vault.

Location	Consignee	Pick-up Time
1. Jefferson County Treasurer's Office Located in the Jefferson County Courthouse 1149 Pearl Street, Beaumont, TX 77701 a. Tax Office Funds b. Other County Funds c. County & District Clerk Trust Funds	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	11:00 am– 2:30 pm Note: Office is Closed from 12:00 pm – 1:00pm.
2. Jefferson County Child Support Office 1225 Pearl Street, Beaumont, TX 77701	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	11:00 am– 2:30 pm Note: Office is Closed from 12:00 pm – 1:00pm.
3. Jefferson County Community Supervision 820 Neches Street, Beaumont, TX 77701	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	11:00 am– 2:30 pm Note: Office is Closed from 12:00 pm – 1:00pm.

ITEM # 2: (5) Days Per Week (South Jefferson County)

Pick-up from: Jefferson County Community Supervision; Jefferson County Tax Office; Justice of the Peace and Constable Offices; Jefferson County Clerk's Office; Jack Brooks Regional Airport; Mid-County Tax Office; Justice of the Peace – Precinct 7; Jefferson County Juvenile Probation; Minnie Rogers Juvenile Justice Center. – Mid-County/Port Arthur and delivery to designated consignee's bank vault.

Location	Consignee	Pick-up Time
1. Jefferson County Community Supervision 246 Dallas Avenue, Port Arthur, TX 77640	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
2. Jefferson County Tax Office 525 Lakeshore Drive, Port Arthur, TX 77640 Justice of the Peace and Constable Offices 525 Lakeshore Drive, Port Arthur, TX 77640 Jefferson County Clerk's Office 525 Lakeshore Drive, Port Arthur, TX 77640	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
3. Jack Brooks Regional Airport (Admin Office) 4875 Jerry Ware Drive, Beaumont, TX 77705 Mid-County Tax Office 4605 Jerry Ware Drive, Beaumont, TX 77705 Justice of the Peace – Precinct 7 7933 Viterbo Rd., Ste. 1, Beaumont, TX 77705	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
4. Jefferson County Juvenile Probation 900 Fourth Street, Port Arthur 77640	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
5. Minnie Rogers Juvenile Justice Center 5326 Hwy 69 S, Beaumont, TX 77705	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00am – 11:00 am

(Continued)

Points for pick-up and bank designated as our consignee are as follows:

ITEM # 3: (2) Days Per Week:

Pick-up from: The offices of Precinct 4 – Constable and Precinct 4 – Justice of the Peace. - Beaumont and delivery to designated consignee's bank vault.

Location	Consignee	Pick-up Time
1.	Precinct 4 – Constable Office 19217 Hwy. 365, Beaumont, TX 77705	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701
2.	Precinct 4 - Justice of the Peace Office 19217 Hwy. 365, Beaumont, TX 77705	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701

Note: All deliveries must be made to the Cash Vault no later than 4:00 p.m. CST.

Questions related to this specification may be directed to:

Hon. Tim Funchess, County Treasurer

(409) 835-8509 phone

IFB 14-010/JW
Term Contract for Armored Car Service for Jefferson County

Bid Form

Item	Description	Lump Sum per month (2014-2015)	Lump Sum per month (2015-2016) Renewal Year 1	Lump Sum per month (2016-2017) Renewal Year 2	Lump Sum per month (2017-2018) Renewal Year 3	Lump Sum per month (2018-2019) Renewal Year 4
1.	<p><u>(5) Days Per Week:</u> Pick-up from: Jefferson County Treasurer's Office Jefferson County Child Support Office Jefferson County Community Supervision</p>	<u>\$904.75</u>	<u>\$931.90</u>	<u>\$959.85</u>	<u>\$988.65</u>	<u>\$1018.31</u>
2.	<p><u>(5) Days Per Week :</u> Pick-up from: Jefferson County Community Supervision Jefferson County Tax Office Justice of the Peace and Constable Offices Jefferson County Clerk's Office Jack Brooks Regional Airport (Admin Office) Mid-County Tax Office Justice of the Peace – Precinct 7 Jefferson County Juvenile Probation Minnie Rogers Juvenile Justice Center</p>	<u>\$2714.26</u>	<u>\$2795.69</u>	<u>\$2879.56</u>	<u>\$2965.95</u>	<u>\$3054.92</u>

(Continued on Next Page)

IFB 14-010/JW
Term Contract for Armored Car Service for Jefferson County

Bid Form (Continued)

Item	Description	Lump Sum per month (2014-2015)	Lump Sum per month (2015-2016)	Lump Sum per month (2016-2017)	Lump Sum per month (2017-2018)	Lump Sum per month (2018-2019)
			Renewal Year 1	Renewal Year 2	Renewal Year 3	Renewal Year 4
3.	<p><u>(2) Days Per Week:</u> Pick-up from: Precinct 4 Constable Office Precinct 4 Justice of the Peace</p>	<u>\$241.27</u>	<u>\$248.51</u>	<u>\$255.96</u>	<u>\$263.64</u>	<u>\$271.55</u>

Note: All deliveries must be made to the Cash Vault no later than 4:00 p.m. CST.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received 4/1/2014

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.



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

March 24, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-010/JW, Term Contract for Armored Car Service for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be sealed and 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. Jefferson County does not accept bids electronically. 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 Armored Car Service for Jefferson County
BID NO: IFB 14-010/JW
DUE DATE/TIME: 11:00 AM CST, April 15, 2014
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 – March 26th & April 2nd, 2014

IFB 14-010/JW
Term Contract for Armored Car Service for Jefferson County
Bids due: 11:00 AM CST, Tuesday, April 15, 2014

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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 Department
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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 – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	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 awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. Contract

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

9. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. Fiscal Funding

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

11. Bid Results

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

12. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, 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 **Bid Number, Bid Name, 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 Requirements

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 below)

Standard Limits shall be: \$1,000,000 per occurrence & \$5,000,000 aggregate

Additional Insurance Requirements:

The Contract shall, at all times during the term of this contract, maintain "**All-Risk Cargo**" insurance coverage; to include the additional insurance coverages of "**Transit Coverage**" and "**Professional Liability/Errors Omissions**" coverages as described below.

Transit Coverage to include:

- Customer's Good Coverage – Including Cash, Checks, & Money Orders
- Care, Custody, & Control Property Damage Coverage

Professional Liability/Errors & Omissions Coverage to include:

- \$1,000,000 Limit, Including Coverage for Resulting Financial Loss

Employee Dishonesty: Combined Single Limit of \$1,000,000.00

Property Damage Coverage: Coverage for damage to property while in the care, custody, or control of the armored car services company.

Theft Coverage: Property Damage coverage shall include theft of client's property by third parties and/or guard company employees.

Vicarious Liability: Coverage for intentional/criminal acts including, but not limited to assault & battery, for which the insured is held vicariously liable.

Successful bidder shall assume entire liability for any loss of any shipment (shipment is defined as, delivery of bags per signed receipt) up to \$100,000.00 cash and up to \$100,000.00 check reconstruction costs, including but not limited to, County and taxpayer/vendor bank charges, loss of interest earnings, and staff and office charges incurred due to loss.

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 7.1. – 7.7., 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 14-010/JW.

Scope

1. Scope

Vendor shall provide Armored Car Services for Jefferson County subject to the terms and conditions stated herein for an initial period of one (1) year beginning on or about Date of Award, with an option to renew for an additional four (4) years.

2. Renewal Option

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

Year 2	2015 – 2016
Year 3	2016 – 2017
Year 4	2017 – 2018
Year 5	2018– 2019

3. Uniforms and Employee Identification Badges

As identification for admittance into buildings, Contractor shall require that all its employees wear the company uniform and an employee identification badge.

4. Contract

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

5. Insurance

See Pages 13-15, Special Requirements/Instructions (Sections 6 & 7) for insurance requirements.

7. Overnight Vault Service

The Contractor shall provide overnight vault services, or adequate security measures, including coverage, for all bank bags held in their possession overnight.

8. Specifications

Successful bidder shall contract to call for sealed shipments containing moneys, checks, and/or securities, to receipt therefore, and to deliver same in like condition to bank listed below. Bank bags shall be returned to the County after consignee releases the bags.

Office hours for service is five days per week, except County holidays, between the hours of 8:00 a.m. and 5:00 p.m.

County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

Delays: The successful Contractor shall not be held liable for delays or nonperformance due to the fault of the County. However, the Contractor shall be totally responsible for the safety and security of the County's sealed deposits in the Contractor's possession. The Contractor shall be required to contact the Jefferson County Treasurer in the event of a delay and shall arrange an alternative pickup time that is mutually agreed upon. Pickups suspended because of an Act of Nature, including flooding or weather related situations shall not be invoiced to the County. The Contractor is not required to attempt pickup on days the County closes as announced on radio or television due to incremental weather.

Lost or Damaged Deposits: In the event of sealed deposit loss or damage, within twenty-four (24) hours of the loss or damage, the Contractor shall submit written reports to the County stating the type and amount of loss. Salvage, reclamation, and/or reconstruction shall begin as soon as possible following the loss or damage. All costs related to the loss or damage to the deposits in the care, custody, and control of the Contractor shall remain the sole responsibility of the Contractor. The County will assist in the proper identification of any such sealed deposits lost or damaged and will make every effort to minimize costs and or further loss or damage. However, the County's help to minimize costs does not, in any way, relieve the Respondent's liability of any loss or costs arising from the incident.

Points for pick-up and banks designated as our consignees are as follows:

ITEM # 1: (5) Days Per Week

Pick-up from: **Treasurer, Child Support, Community Supervision, and Tax Office** – Beaumont and delivery to designated consignee.

Location	Consignee	Pick-up Time
1. Jefferson County Treasurer's Office Courthouse, 1149 Pearl Street, Beaumont, TX 77701 a. Tax Office Funds b. Other County Funds c. County & District Clerk Trust Funds	Wells Fargo Bank Wells Fargo Bank Wells Fargo Bank	11:00 am– 2:30 pm Note: Office is Closed from 12:00 pm – 1:00pm.
2. Jefferson County Child Support Office 1225 Pearl Street, Beaumont, TX 77701	Wells Fargo Bank	11:00 am– 2:30 pm Note: Office is Closed from 12:00 pm – 1:00pm.
3. Jefferson County Community Supervision 820 Neches Street, Beaumont, TX 77701	Wells Fargo Bank	11:00 am– 2:30 pm Note: Office is Closed from 12:00 pm – 1:00pm.

ITEM # 2: (5) Days Per Week (South Jefferson County)

Pick-up from: **Community Supervision**, 246 Dallas Avenue; **Juvenile Probation**, 900 Fourth Street; **Juvenile Probation**, 5326 Hwy 69 S., Beaumont; **Port Arthur Tax Offices**; **Justice of the Peace and Constable Offices**; **County Clerk**; Sub-Courthouse, Port Arthur; **Jefferson County Airport**; **Tax Office**; and **Justice of the Peace #7**, Mid-County

Location	Consignee	Pick-up Time
1. Jefferson County Community Supervision 246 Dallas Avenue, Port Arthur	Wells Fargo Bank Beaumont, TX	8:00 am – 11:00 am
2. Jefferson County Tax Office, Justice of the Peace and Constable Offices, Sub-Courthouse, County Clerk, Port Arthur	Wells Fargo Bank Beaumont, TX	8:00 am – 11:00 am
3. Jefferson County Airport, Tax Office and Justice of the Peace Pct. #7, Mid County	Wells Fargo Bank Beaumont, TX	8:00 am – 11:00 am
4. Jefferson County Juvenile Probation, 900 Fourth Street, Port Arthur	Wells Fargo Bank Beaumont, TX	8:00 am – 11:00 am
5. Jefferson County Juvenile Probation, – 5326 Hwy 69 S, Beaumont, TX	Wells Fargo Bank Beaumont, TX	8:00am – 11:00 am

(Continued on Next Page)

Points for pick-up and banks designated as our consignees are as follows:

(Continued)

ITEM # 3: (2) Days Per Week:

Pick-up from: The offices of **Pct. 4 Constable and Justice of the Peace**, 19217 Hwy. 365, Beaumont, TX 77705 to the bank vault.

Location	Consignee	Pick-up Time
1. Precinct 4 Constable Office 19217 Hwy. 365, Beaumont, TX 77705	Wells Fargo Bank Beaumont, TX	8:00 am – 11:00 am
2. Precinct 4 Justice of the Peace 19217 Hwy. 365, Beaumont, TX 77705	Wells Fargo Bank Beaumont, TX	8:00 am – 11:00 am

Questions related to this specification may be directed to:

Hon. Tim Funchess, County Treasurer
(409) 835-8509 phone

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): 1, _____, _____, _____.

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

Rochester Armored Car Co., Inc
Company Name

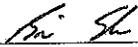
For clarification of this offer, contact:

3937 Leavenworth St
Address

Bill Shea
Name

Omaha NE 68105
City State Zip

800-558-9323 402-558-9326
Phone Fax


Signature of Person Authorized to Sign

wpshea@rocarmco.com
E-mail

Bill Shea
Printed Name

Sales & Service
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-010/JW, Term Contract for Armored Car Service 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

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

IFB 14-010/JW
Term Contract for Armored Car Service for Jefferson County

Bid Form

Item	Description	Lump Sum per month (2014-2015)	Lump Sum per month (2015-2016)	Lump Sum per month (2016-2017)	Lump Sum per month (2017-2018)	Lump Sum per month (2018-2019)
			Renewal Year 1	Renewal Year 2	Renewal Year 3	Renewal Year 4
1.	<p><u>(5) Days Per Week:</u></p> <p>Pick-up from: Treasurer, Child Support, Community Supervision, and Tax Office – Beaumont and delivery to designated consignee.</p>	<u>\$904.75</u>	<u>\$931.90</u>	<u>\$959.85</u>	<u>\$988.65</u>	<u>\$1018.31</u>
2.	<p><u>(5) Days Per Week :</u></p> <p>Pick-up from:</p> <p>Community Supervision 246 Dallas Avenue Port Arthur, TX 77640</p> <p>Juvenile Probation 900 Fourth Street Port Arthur, TX 77640</p> <p>Juvenile Probation 5326 Hwy 69 S. Beaumont, TX 77705</p> <p>Port Arthur Tax Offices; Justice of the Peace and Constable Offices; County Clerk; Sub-Courthouse, Port Arthur</p> <p>Jefferson County Airport; Tax Office; and Justice of the Peace #7, Mid-County</p>	<u>\$2714.26</u>	<u>\$2795.69</u>	<u>\$2879.56</u>	<u>\$2965.95</u>	<u>\$3054.92</u>

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IFB 14-010/JW

Term Contract for Armored Car Service for Jefferson County

Bid Form (Continued)

Item	Description	Lump Sum per month (2014- 2015)	Lump Sum per month (2015-2016) Renewal Year 1	Lump Sum per month (2016-2017) Renewal Year 2	Lump Sum per month (2017-2018) Renewal Year 3	Lump Sum per month (2018-2019) Renewal Year 4
3.	<p><u>(2) Days Per Week:</u></p> <p>Pick-up from: The offices of Pct. 4 Constable and Justice of the Peace, 19217 Hwy. 365, Beaumont, TX 77705 to the bank vault.</p>	<u>\$241.27</u>	<u>\$248.51</u>	<u>\$255.96</u>	<u>\$263.64</u>	<u>\$271.55</u>

Acknowledgment of Addenda (if any):

Addendum 1 X Date Received 4/1/2014

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: Hidalgo County

Address: 2812 S Business HWY 281 Edinburg, TX 78539

Contact Person and Title: Rocio Villarreal, Contracts Manager

Phone: 956-318-2626 Fax: 956-318-2629

Contract Period: 1 Year + Extensions Scope of Work: Armored Car Services

REFERENCE TWO

Government/Company Name: Potter County

Address: 900 S Polk Suite 956 Amarillo, TX 79101

Contact Person and Title: Debbie Moler, Assistant Purchasing Agent

Phone: 806-349-4816 Fax: 806-349-4825

Contract Period: 1 Year + Extensions Scope of Work: Armored Car Services

REFERENCE THREE

Government/Company Name: Wells Fargo Bank

Address: 9000 Flair Dr El Monte, CA 91733

Contact Person and Title: Louis Lerma, Assistant Vice President & Ops Analyst

Phone: 626-573-6978 Fax: 626-579-0027

Contract Period: 2 Years Scope of Work: Armored Car Services

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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.

<u>Rochester Armored Car Co., Inc</u> Bidder (Entity Name)	<u><i>Bill Shea</i></u> Signature
<u>3937 Leavenworth St</u> Street & Mailing Address	<u>Bill Shea</u> Print Name
<u>Omaha, NE 68105</u> City, State & Zip	<u>4/8/2014</u> Date Signed
<u>800-558-9323</u> Telephone Number	<u>402-558-9326</u> Fax Number
<u>wpshea@rocarmco.com</u> 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	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="padding-left: 40px;">Bill Shea</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="padding-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="padding-left: 40px;">No Such Relationships.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <p style="padding-left: 40px;">No Such Relationships.</p>	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local government entity

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

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

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

Yes X 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 X 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 X No

- D. Describe each affiliation or business relationship:

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

No Such Relationships.

7.

[Signature]
Signature of person doing business with the governmental entity

4/8/2014
Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

Yes No

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

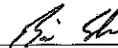
Did the Prime Contractor/Consultant . . .

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

**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.**

Bill Shea

Printed Name of Authorized Representative



Signature

Sales & Service

Title



Date

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Yes No

Prime Contractor: Rochester Armored Car Co., Inc HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: 3937 Leavenworth St Omaha, NE 68105
Street City State Zip

Phone (with area code): 800-558-9323 Fax (with area code): 402-558-9326

Project Title & No.: Armored Car Service Jefferson County IFB/RFP No.: IFB 14-010/JW

Total Contract: \$46,323.38 Total HUB Subcontract(s): \$0

Construction HUB Goals: 12.8% MBE:: _____ 0% 12.6% WBE: _____ 0%

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

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

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 Rochester Armored Car Co., Inc [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Omaha, NE (city and state).

Taxpayer Identification Number (T.I.N.):	47-0447153
Company Name submitting bid/proposal:	Rochester Armored Car Co., Inc
Mailing address:	PO Box 8 DTS Omaha, NE 68101
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

Bidder 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 Nebraska,

on this day personally appeared William (Bill) Shea, who
(name)

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

"I, William (Bill) Shea, am a duly authorized officer of/agent
(name)

for Rochester Armored Car Co., Inc and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said Rochester Armored Car Co., 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: Rochester Armored Car Co., Inc
3937 Leavenworth St Omaha, NE 68105

Fax: 402-558-9326 Telephone# 800-558-9323

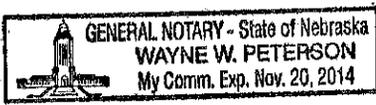
by: William (Bill) Shea Title: Sales & Service
(print name)

Signature: *Bill Shea*

SUBSCRIBED AND SWORN to before me by the above-named

William (Bill) Shea on

this the 8 day of APRIL 2014.



Wayne W. Peterson
Notary Public in and for
the State of NEBRASKA

Bidder Shall Return Completed Form with Offer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2013

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 The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: PHONE (A/C, No, Ext): 402-861-7000 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: General Casualty Co. of Wisconsin INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Rochester Armored Car Co., Inc. P.O. Box 8 D.T.S. Omaha NE 68101	NAIC # 24414

COVERAGES **CERTIFICATE NUMBER: 1399681279** **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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CC0262931	6/30/2013	6/30/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BA3198343	6/30/2013	6/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CCU0262931	6/30/2013	6/30/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CWC0262931	6/30/2013	6/30/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 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)

Jefferson County is additional insured for General Liability if required by written contract executed prior to loss.

CERTIFICATE HOLDER

CANCELLATION

Jefferson County Purchasing Division 1149 Pearl St., 1st Floor 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
--	---



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of New York, Inc.		NAMED INSURED Rochester Armored Car Co., Inc. Lewis System of Iowa, Inc. P.O. Box 8 DTS Omaha, NE 68101	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- LIMITS:
- \$100,000,000 each and every loss for transit
 - \$100,000,000 each and every loss for Omaha location
 - \$50,000,000 each and every loss for Fargo location
 - \$77,000,000 each and every loss for McAllen location
 - \$60,000,000 each and every loss for Des Moines location
 - \$30,000,000 each and every loss for Iowa City location
 - \$45,000,000 each and every loss for Sioux Falls location
 - \$20,000,000 each and every loss for all other locations

From: (402) 558-9323
BILL SHEA
ROCHESTER ARMORED CAR CO., INC
3937 LEAVENWORTH
OMAHA, NE 68105

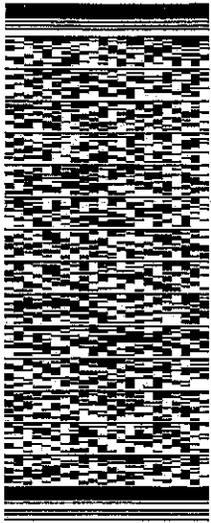
Origin ID: AWA



J14101402070326

BILL SENDER

SHIP TO: (409) 835-8339
MS. DEBORAH L. CLARK
JEFFERSON COUNTH PURCHASING DEPT
1149 PEARL STREET
BEAUMONT, TX 77701



Ship Date: 08APR14
Actual Wt: 1.0 LB
CAD: 5869333JNET3490

Delivery Address Bar Code



Ref #
SEALED BID
BID NO.: IFB 14-010/JW
DUE: 11:00AM CST, April 15, 2014

TRK# 7984 7736 1331
0201

THU - 10 APR 10:30A
MORNING 2DAY

SH BPTA

77701
TX-US
IAH



522317809F220

© 2011 FedEx



Align bottom of Peel and Stick Airbill or Pouch here.

Fold along dotted line to close

Press here to seal Press here to seal Press here to seal



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

March 31, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-009/JW, Term Contract for Microfilm Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be sealed and 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. Jefferson County does not accept bids submitted electronically. 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 Microfilm Supplies for Jefferson County
BID NO: IFB 14-009/JW
DUE DATE/TIME: 11:00 AM, Tuesday, April 22, 2014
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 – April 2nd & April 9th, 2014

IFB 14-009/JW
Term Contract for Microfilm Supplies for Jefferson County
Bids due: 11:00 AM, Tuesday, April 22, 2014

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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](http://www.co.jefferson.tx.us/purchasing/main.htm)) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.

Instructions to Bidders

1. Bid Submission

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

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

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

All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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 – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	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 awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. **Contract**

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

9. **Waiver of Subrogation**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. **Fiscal Funding**

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

11. **Bid Results**

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

12. **Changes and Addenda to Bid Documents**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, 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 **Bid Number, Bid 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 7.1. – 7.7., 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 IFB 14-009/JW, Term Contract for Microfilm Supplies for Jefferson County.

Scope

Vendor shall provide Microfilm Supplies for Jefferson County Clerk's Office subject to the terms and conditions stated for an initial period of one year **beginning on or about the date of award.**

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

Pricing

Quote unit prices as requested. Prices quoted shall remain firm for one (1) year from date of award except in the case of an increase from the bidder's supplier, in which case the successful bidder will be allowed to adjust price provided written notice is given to the Purchasing Agent with copies of supplier's invoices to substantiate the request for adjustment. The adjustment must not be more than the next low bidder's price. In the event the adjustment exceeds the next low bid, Jefferson County reserves the right to re-award to that bidder. Jefferson County also reserves the right to re-solicit if price proves to be unreasonable. Requests for increase must be in writing to be considered. No increase will be allowed for the first 90 days of the contract. No more than three (3) increases per year will be honored.

Samples

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

Delivery

The County desires to purchase its microfilm supplies from established merchants who have supplies in stock and are prepared beforehand to make delivery within five (5) working days. All delivery and freight charges (F.O.B. Jefferson County) are to be **included in this bid price. Bidder bears freight charges.**

Approximate Annual Usage

Items listed on the Bid Form indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required.

Contract

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

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

DecisionOne Corporation
Company Name

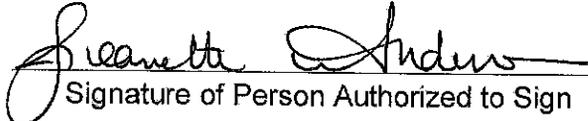
For clarification of this offer, contact:

12760 Danielson Court, Suite F
Address

Jeanette Anderson
Name

Poway, CA 92064
City State Zip

619-434-1952 800-984-6443
Phone Fax


Signature of Person Authorized to Sign

Jeanette.anderson@decisionone.com
E-mail

Jeanette Anderson
Printed Name

Account Manager – Global Micrographics
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 14-009/JW, Term Contract for Microfilm 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

Bid Form Instructions: Complete the Item Number, Vendor, and Price Columns.

If bidding an alternative product:

-The product **MUST** be an equivalent item.

-Include product catalog number, description, unit of measure, brand name, and item number in the extra space provided within each line item row.

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Brand Name	Item Number	Price
1	102-2490 New Cat # 1112490	Imagelink Archive Processor Developer Two 5 Liters per case \$49.20 per 5 Liter	45	Case	Imagelink	E030226	\$98.40
2	102-2656 New Cat # 1112656	Imagelink Archive Processor Fixer Two 5 Liters per case \$30.98 per 5 Liter	30	Case	Imagelink	E030227	\$61.96
3	199-0977	Kodak Prostar Tape & Dispenser Sold by each	20	Each	Kodak	E022125	\$30.35
4	146-5194	Imagelink Archive Processor 16mm dual strand Priced by each, 3 per pack \$19.05 per strand	20	Box	Imagelink	E022127	\$57.15
5	78-6969- 7542-0 1-850H	3M Brand Cartridges for Microfilm 50/per case 100 M Cartridges per case. w/t leaders	12	Case	3M Microfilm Products	M201183	\$536.50

Bid Form (Continued)

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Brand Name	Item Number	Price
6	78-8000-2580-7 1-516	3M Brand Cartridge Leader transparent – 100/per case M Cartridge leaders 100 per case	10	Case	3M Microfilm Products	M202060	\$85.00
7	284NX32 E030217	Imagelink Direct Duplication Microfilm E-Star Base - 20 rolls/per case Priced per roll 20 rolls per case \$128.15 per roll	15	Case	Imagelink	E030217	\$2,563.00
8	33NXDM	Imagelink Archive Storage Media 100 rolls/ per case Priced per roll 100 rolls per case \$30.15 per roll	14	Case	Imagelink	E030211	\$3,015.00
9	314NXQC	Imagelink HQSP615 16mm X 215 ft. 100 rolls/per case Priced per roll 100 rolls per case \$24.00 per roll	5	Case	Imagelink	E030202	\$2,400.00
10	154NXSG	Kodak Film 16mm x 30.5 m. Priced per roll 100 rolls per case \$23.25 per roll	7	Roll	Imagelink	E030209	\$2,325.00

Bid Form (Continued)

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Brand Name	Item Number	Price
11	149-0481 1-528	Kodak Microfilm Press 16mm – not perforated 500 splices Splice Tabs Sold by the case 1,000 tabs per cs	8	Box	Kodak Microfilm Products	M202080- 01-01	\$60.00
12	150-0719	Kodak System Cleaner - for Developer 10 gallons/per case 10 Gallon per case	4	Case	Kodak Imagelink	E021566	\$127.60
13	139-5110	Kodak System Cleaner - for Fixer 4 gallons/per case 10 - 2 ½ Gallon packs/case Priced per pack Sold in increments of 10 packs \$15.20 per pack	4	Case	Kodak Imagelink	E022321	\$152.00
14	863-2150	Toner Cartridge for Kodak ImageLink Retrieval Workstation 1000 Sold by each	25	Each	Kodak Imagelink	E021622	\$337.90
15	144-2433	Kodak Solid Flange Return Reels 35mm, 100 ft. Thread-Easy Priced by the reel 150 per case \$1.20 per reel	10	Case	Kodak Imagelink	E022602	\$180.00

Bid Form (Continued)

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Brand Name	Item Number	Price
16	FR #32-049	Pro-Star Plus Developer - 4 gallons/per case	4	Case	FR Chemical		\$NO BID
17	FR-32-254	Pro-Star Microfilm Fixer – 4 gallons/per case	4	Case	FR Chemical		\$NO BID
18	FR-4900FC	Fixer Systems Cleaner- 6 Quarts/per case	1	Case	FR Chemical		\$NO BID
19	873-0715	Kodak 16mm solid flange return microfilm reels- 500/per case Priced per reel 300 per case \$.85 per reel	1	Case	Kodak Imagelink	E021671	\$255.00

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: Lancaster/Lincoln County

Address: 440 South 8th Street, Suite 200 Lincoln, NE 68508

Contact Person and Title: Kim Wilnes – City/County Purchasing

Phone: 402-441-7417 Fax: 402-441-6513

Contract Period: 04/17/14 – 04/16/15 Scope of Work: Microfilm & Supplies

REFERENCE TWO

Government/Company Name: Commonwealth of Pennsylvania

Address: 11th Fl. Strawberry Square Harrisburg, PA 17128

Contact Person and Title: Raymond Jaime – Commodity Specialist

Phone: 717-346-3827 Fax: 717-214-6983

Contract Period: 07/01/11 – 06/30/16 Scope of Work: Microfilm
Supplies/Maint.

REFERENCE THREE

Government/Company Name: Placer County

Address: 2954 Richardson Drive Auburn, CA 95603

Contact Person and Title: Dena Lockard – Administration Technician

Phone: 530-886-5643 Fax: 530-889-4244

Contract Period: 07/01/13 – 06/30/14 Scope of Work: Microfilm Supplies

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

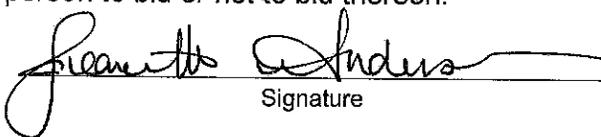
DecisionOne Corporation
 Bidder (Entity Name)

12760 Danielson Court, Suite F
 Street & Mailing Address

Poway, CA 92064
 City, State & Zip

619/434-1952
 Telephone Number

Jeanette.anderson@decisionone.com
 E-mail Address


 Signature

Jeanette Anderson
 Print Name

04/17/14
 Date Signed

800/984-6443
 Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

Bidder 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.

Jeanette Anders
Signature of person doing business with the governmental entity

4/17/14
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

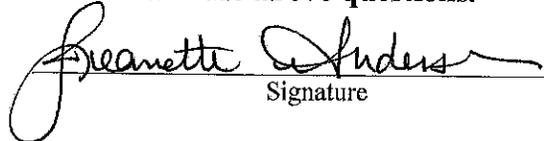
Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant's bid. This list contains 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.

Jeanette Anderson
Printed Name of Authorized Representative


Signature

Account Manager – Global Micrographics
Title

04/17/14
Date

Bidder Shall Return Completed Form with Offer.



DecisionOne Corporation
Micro-Imaging Equipment and Supplies
12760 Danielson Court, Suite F
Poway, CA 92064

April 17, 2014

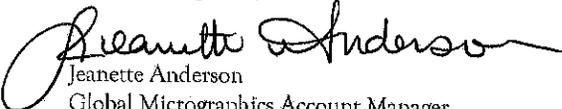
Jefferson County Purchasing Department
1149 Pearl Street
Beaumont, TX 77701

RE: Hub Subcontracts IFB 14-009/JW

DecisionOne consulted with several of our Suppliers to insure that we were providing the lowest cost for the supplies we bided on IFB 14-009/JW. We did not consult or have any contact with any HUB Subcontractors, as this would increase the overall cost of the product.

If you should have any questions, concerns or need any additional information regarding this letter, please do not hesitate to contact Jeanette Anderson 619-434-1952 or jeanette.anderson@decisionone.com

Kindest Regards,


Jeanette Anderson
Global Micrographics Account Manager

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

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

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that DecisionOne Corp. [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____
Devon, PA (city and state).

Taxpayer Identification Number (T.I.N.):	23-2328680
Company Name submitting bid/proposal:	DecisionOne Corporation
Mailing address:	12760 Danielson Court, Suite F Poway, CA 92064
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 Jeanette Anderson, who
(name)

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

"I, Jeanette Anderson am a duly authorized officer of/agent
(name)
for DecisionOne Corporation and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said DecisionOne 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: DecisionOne Corporation
12760 Danielson Court, Suite F, Poway CA 92064

Fax: 800/984-6443 Telephone# 619/434-1952

by: Jeanette Anderson Title: Account Manager
(print name)

Signature: Jeanette Anderson

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

this the _____ day of _____, 2014.

**SEE
JURAT
ATTACHED.**

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

CALIFORNIA JURAT CERTIFICATE

State of California

County of San Diego

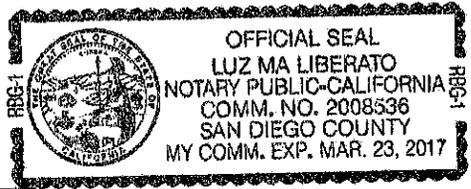
Subscribed and sworn to (or affirmed) before me on this 17th day of April
2014, by Jeanette L. Anderson

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS MY HAND AND OFFICIAL SEAL.

Lu Ma Liberato

Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

The jurat contained within this document is in accordance with California law. Any affidavit subscribed and sworn to before a notary shall use the preceding wording or substantially similar wording pursuant to Civil Code sections 1189 and 3202. A jurat certificate cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. The seal and signature cannot be affixed to a document without the correct notarial wording. As an additional option an affiant can produce an affidavit on the same document as the notarial certificate wording to eliminate the use of additional documentation.

DESCRIPTION OF ATTACHED DOCUMENT

Bid Affidavit
(Title of document)

Number of Pages 1 (including jurat)

Document Date 04.17.14

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- Individual
- Corporate Officer
- Partner
- Attorney-in-Fact
- Trustee
- Other: account manager

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

INFORMATION MANAGEMENT SERVICES For clarification of this offer, contact:
Company Name

5047 TRANSAMERICA DRIVE
Address

TOM BEAZLEY
Name

Columbus OH 43228
City State Zip

800-765-0084 806-744-1775
Phone Fax

[Signature]
Signature of Person Authorized to Sign

TBEAZLEY@IMSIMAGING.COM
E-mail

Tom Beazley
Printed Name

SUPPLY MANAGER
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 14-009/JW, Term Contract for Microfilm 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

Bid Form Instructions: Complete the Item Number, Vendor, and Price Columns.

If bidding an alternative product:

-The product MUST be an equivalent item.

-Include product catalog number, description, unit of measure, brand name, and item number in the extra space provided within each line item row.

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Brand Name	Item Number	Price
1	102-2490	Imagelink Archive Processor Developer	45	Case OF 2 5 Liter BOTTLES	Imagelink	1112490	\$ 98 ⁰⁰ CASE
2	102-2656	Imagelink Archive Processor Fixer	30	Case OF 2 5 LITER BOTTLES	Imagelink	1112656	\$ 65 ⁰⁰ CASE
3	199-0977	Kodak Prostar Tape & Dispenser	20	Each	Kodak	199 0977	\$ 31 ⁰⁰ EA.
4	146-5194	Imagelink Archive Processor 16mm dual strand	20	Box	Imagelink	1465194	\$ 22 ⁰⁰ EA
5	78-6969-7542-0	3M Brand Cartridges for Microfilm 50/per case	12	Case	3M	No Bid	\$ No B.d

Bid Form (Continued)

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Brand Name	Item Number	Price
6	78-8000-2580-7	3M Brand Cartridge Leader transparent - 100/per case	10	Case	3M	NO Bid	\$ NO Bid
7	E030217 8113896	Imagelink Direct Duplication Microfilm E-Star Base - 20 rolls/per case 10	15	Case	Imagelink 35 mm X 1000' 10 Rolls Per Case	284NX44	\$ 1575 ⁰⁰ CS OF 10
8	33NXDM	Imagelink Archive Storage Media 100 rolls/ per case	14	Case	Imagelink	334NXDM	\$ 2,795 ⁰⁰ CASE OF 100 Rolls
9	314NXQC	Imagelink HQSP615 16mm X 215 ft. 100 rolls/per case	5	Case	Kodak	314NXQC	\$ 2,295 ⁰⁰ CASE OF 100 Rolls
10	833-0896	Kodak Film 16mm x 30.5 m.	7	Roll	Kodak	NO Bid	\$ NO Bid

Bid Form (Continued)

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Brand Name	Item Number	Price
11	149-0481	Kodak Microfilm Press 16mm – not perforated 500 splices	8	Box	Kodak	No Bid	\$ No Bid
12	150-0719	Kodak System Cleaner - for Developer 10 gallons/per case	4	Case	Kodak	1500719	\$ 135 ⁰⁰ CASE
13	139-5110	Kodak System Cleaner - for Fixer 4 gallons/per case	4	Case	Kodak	1395110	\$ 149 ⁰⁰ CASE
14	863-2150	Toner Cartridge for Kodak ImageLink Retrieval Workstation 1000	25	Each	Kodak	8632150	\$ 319 ⁰⁰ ea.
15	144-2433	Kodak Solid Flange Return Reels 35mm, 100 ft. Thread-Easy	10	Case	Kodak	1442433	\$ 169 ⁰⁰ CASE

Bid Form (Continued)

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Brand Name	Item Number	Price
16	FR #32-049	Pro-Star Plus Developer - 4 gallons/per case	4	Case	FR Chemical	NO Bid	\$ NO Bid
17	FR-32-254	Pro-Star Microfilm Fixer - 4 gallons/per case	4	Case	FR Chemical	NO Bid	\$ NO Bid
18	FR-4900FC	Fixer Systems Cleaner- 6 Quarts/per case	1	Case	FR Chemical	NO Bid	\$ NO Bid
19	873-0715	Kodak 16mm solid flange return microfilm reels- 500/per case	1	Case	Kodak	8730715	\$ 219 ⁰⁰ CASE

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: Cobb City Clerk of Superior Court
 Address: 10 EAST PARK SQUARE MARIETTA, GA 30090
 Contact Person and Title: HEATHER JOHNSON Exec. Assst.
 Phone: 770-528-1373 Fax: _____
 Contract Period: ANNUAL Scope of Work: MICROGRAPHIC SUPPLIES

REFERENCE TWO

Government/Company Name: IRS
 Address: 3651 SOUTH INTERREGIONAL HWY AUSTIN, TX
 Contact Person and Title: SUSAN WATTS MGT PROGRAM ASSST.
 Phone: 512-460-7874 Fax: 512-460-4058
 Contract Period: — Scope of Work: SCANNER SUPPLIES FROM KODAK

REFERENCE THREE

Government/Company Name: GREAT AMERICAN INSURANCE
 Address: 49 EAST 4TH ST
 Contact Person and Title: Wendy BANAS
 Phone: 513-412-8051 Fax: 513-412-8437
 Contract Period: — Scope of Work: SUPPLIES FOR SCANNERS

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

INFORMATION MANAGEMENT SERVICES
Bidder (Entity Name)

Tom Beazley
Signature

5047 TRANSAMERICA DR.
Street & Mailing Address

Tom Beazley
Print Name

Columbus, OH 43228
City, State & Zip

4/9/14
Date Signed

800-765-0084
Telephone Number

806-744-1775
Fax Number

TBEAZLEY@IMSIMAGING.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	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;"><i>Tom Beazley</i></p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center; font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="text-align: center; font-size: 1.2em; margin-top: 20px;"><i>NONE</i></p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <p style="text-align: center; font-size: 1.2em; margin-top: 20px;"><i>NONE</i></p>	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

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

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

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

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship:

None

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

None

7.

[Handwritten Signature]

4/9/14

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.

Tom Beazley
Printed Name of Authorized Representative

[Signature]
Signature

Supply MGR
Title

4/9/14
Date

Bidder Shall Return Completed Form with Offer.

Prices quoted based on distributor agreement w/ EDM. No Hubs involved in this.

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 INFORMATION MANAGEMENT SERVICES [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Columbus, OH (city and state).

Taxpayer Identification Number (T.I.N.):	26-0792061
Company Name submitting bid/proposal:	INFORMATION MANAGEMENT SERVICES
Mailing address:	5047 TRANSAMERICA DRIVE Columbus, OH
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

33228

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 Lubbock

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

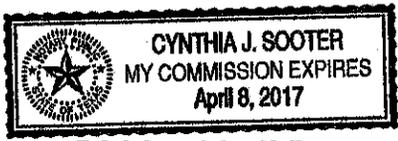
"I, Tom Beazley am a duly authorized officer of/agent
(name)
for INFORMATION MANAGEMENT SERVICES and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said INFORMATION MANAGEMENT SERVICES.
(name of firm)

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: Tom Beazley
3411 Oak Ridge Ave Lubbock, Tx 79407
Fax: 806-744-1775 Telephone# 806-763-0807
by: Tom Beazley Title: Supply Manager
(print name)

Signature: Tom Beazley

SUBSCRIBED AND SWORN to before me by the above-named Tom Beazley on
this the 9th day of April, 2014



Cynthia J. Sooter
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

150
INFORMATION MANAGEMENT SERVICES
3411 OAK RIDGE AVENUE
LUBBOCK TX 79407



JEFFERSON County Purchasing
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TX 77701

IFB 14-009/JM
11 AM

4-22-14

04-22-14P09:53 RCVD

ORIGINAL

SUBMITTED BY

**PRECISION MICROGRAPHICS & IMAGING, INC.
8204 N. LAMAR, SUITE C-24
Austin, Texas 78753**

FOR

**TERM CONTRACT FOR
MICROFILM SUPPLIES FOR
JEFFERSON COUNTY**

BID NUMBER IFB 14-009/JW

TO

**JEFFERSON COUNTY PURCHASING
DEPARTMENT**

1149 PEARL STREET, FIRST FLOOR

BEAUMONT, TEXAS 77701

11:a.m., Tuesday, April 22, 2014

April 18, 2014

Deborah L. Clark
Purchasing Agent
Jefferson County Purchasing Department
1149 Pearl Street
Beaumont, TX 77701

Dear Ms. Clark:

Precision Micrographics & Imaging, Inc, is pleased to present this response toward your favor in awarding us the contract to provide microfilm supplies as outlined in Bid Number **IFB 14-009/jw**, following the bid herein submitted. We are confident that our years of positive experience will be evidenced by our pleased clients, some of whom are included as references within the enclosed response. Similarly, be certain of our financial stability and complete insurance. Apart from the bid outlined herein we are willing to address any specific concerns of yours privately, after the proposal has been considered.

Precision Micrographics and Imaging, Inc. (PM&I) is an Austin, Texas-based records management company, founded by Peggy and Bob (R. W.) Gerstenberg with over 25 years of dedication to innovative information management solutions for corporate, governmental and other public and private sector organizations. We furnish a full array of imaging-oriented products including complimentary systems analysis, microfilming, digital document scanning, microfilm scanning, indexing, optical character recognition services and computer output to microfilm (COM). We can provide document preparation, transportation, storage boxes, retrieval software and media. For the specific need of the Jefferson County Purchasing Department, our award-winning Kodak microfilming department provides a complete line of micrographic supplies.

If you have any further questions, do not hesitate to contact me at (512) 832-6602. I look forward to hearing from you.

Sincerely,



Robert W. Gerstenberg
Vice-President and Sales Manager

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Precision Micrographics & Imaging, Inc.
Company Name

For clarification of this offer, contact:

8204 N. Lamar, Suite G-20
Address

R. W. Gerstenberg
Name

Austin TX 78753
City State Zip

(512) 832-6602 (512) 832-5301
Phone Fax

R. W. Gerstenberg
Signature of Person Authorized to Sign

premicro@aol.com
E-mail

Robert W. Gerstenberg
Printed Name

Vice-President
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 14-009/JW, Term Contract for Microfilm 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

Bid Form Instructions: Complete the Item Number, Vendor, and Price Columns.

If bidding an alternative product:

-The product MUST be an equivalent item.

-Include product catalog number, description, unit of measure, brand name, and item number in the extra space provided within each line item row.

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Brand Name	Item Number	Price
1	102-2490 <i>Discontinued</i> 1112490	Imagelink Archive Processor Developer <i>New Replacement Product is Imagelink Archive Processor Developer (Prostar) SL Case = 2 Bottles</i>	45	Case	Imagelink		\$ 80.00 Bottle 160.00 case \$ 7200.00
2	102-2656 <i>Discontinued</i> 1112656	Imagelink Archive Processor Fixer <i>New Product is Imagelink Archive Processor Fixer (Prostar) Case = 2/SL Bottles</i>	30	Case	Imagelink		\$ 48.00 Bottle 96.00 case \$ 2880.00
3	199-0977	Kodak Prostar Tape & Dispenser	20	Each	Kodak		\$ 50.00 \$ 1,000.00
4	146-5194	Imagelink Archive Processor 16mm dual strand <i>3 Leaders per box</i>	20	Box	Imagelink		\$ 78.00 \$ 1560.00
5	78-6969- 7542-0 <i>Zeta</i>	3M Brand Cartridges for Microfilm 50/per case <i>Beige Cartridge 100 per case comes w/leader & trailer</i>	12	Case	3M		\$ \$ 7.24 ea \$ 8688.00

Kodak Type Film Products should be ordered in \$7500.00 increments.

Helps get free freight.

Bid Form (Continued)

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Brand Name	Item Number	Price
6	78-8000-2580-7 <i>Zeta Brand</i>	3M Brand Cartridge Leader transparent - 100/per case	10	Case	3M <i>Zeta</i>		\$ <i>\$1.15 ea</i> <i>\$1150.00</i> <i>PLUS FR.</i>
7	E030217 <i>384NX2Z</i>	Imagelink Direct Duplication Microfilm E-Star Base - 20 rolls/per case <i>Imagelink Direct DUPE FILM 06 16mm X 2500' 762M CSP33</i>	15 <i>20</i>	Case <i>Case</i>	Imagelink <i>Imagelink</i>		\$ <i>\$242.90 ea</i> <i>\$72,870.00</i> <i>No FR on cum. film orders \$7500 or more</i>
8	33NXDM	Imagelink Archive Storage Media 100 rolls/ per case	14	Case	Imagelink		\$ <i>\$26.69 per roll</i> <i>\$37,366.00</i> <i>No freight charges on film orders of \$7500.00 or more (cumulative film orders)</i>
9	314NXQC	Imagelink HQSP615 16mm X 215 ft. 100 rolls/per case	5	Case	Kodak		\$ <i>\$20.79 roll</i> <i>\$2079.00 case</i> <i>\$10,395.00</i> <i>No freight on orders (cumulative) of \$7500.00 or more - film only</i>
10	833-0896 <i>154NX5G</i>	Kodak Film Discontinued 16mm x 30.5 m. <i>Imagelink H75 Microfilm 13 16X100'</i>	 <i>100</i>	Roll <i>per case</i>	Kodak <i>Imagelink</i>		\$20.76 roll <i>20.76 roll</i> <i>2076.00 case</i> <i>\$14,532.00</i> <i>No FR charge on cumulative orders of \$7500.00 or more</i>

Bid Form (Continued)

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Brand Name	Item Number	Price
11	149-0481	Kodak Microfilm Press 16mm - not perforated 500 splices <i>Zeta 16mm splice tabs 1000 per box</i>	8	Box	Kodak		\$ 70.00 <i>per box</i> \$560.00
12	150-0719	Kodak System Cleaner - for Developer 10 gallons/per case	4	Case	Kodak		\$ 169.00 <i>per case</i> \$676.00
13	139-5110	Kodak System Cleaner - for Fixer 4 gallons/per case	4	Case	Kodak		\$ 16.53 gal. \$265.00
14	863-2150	Toner Cartridge for Kodak ImageLink Retrieval Workstation 1000 <i>If available</i>	25	Each	Kodak		\$ 359. ⁰⁰ / _{ea.} \$8,975.00
15	144-2433	Kodak Solid Flange Return Reels 35mm, 100 ft. Thread-Easy <i>Taylor Reels</i>	10	Case	Kodak		\$.70 ea. <i>210.00 per case</i> \$2100.00 <i>500 300 per case</i>

Bid Form (Continued)

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Brand Name	Item Number	Price
16	FR 2 #32-049	Pro-Star Plus Developer - 4 gallons/per case	4	Case	FR Chemical		\$ 23,409.21 \$ 94.00 case \$ 376.00
<i>Case = 4 gal bottles</i>							
<i>Prefer \$3500 order for FR Products</i>							
17	FR-32-254	Pro-Star Microfilm Fixer - 4 gallons/per case	4	Case	FR Chemical		\$ 21.00 gal. \$ 84.00 case \$ 336.00
<i>No frt costs on FR at \$3500 or more</i>							
18	FR-4900FC	Fixer Systems Cleaner- 6 Quarts/per case	1	Case	FR Chemical		\$ 13.00 qt. \$ 78.00 case \$ 78.00
19	873-0715	Kodak 16mm solid flange return microfilm reels- 500/per case <i>Taylor Brand</i>	1	Case	Kodak		\$ 0.75 ea. \$ 375.00 case \$ 375.00

Total \$141,738.00

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

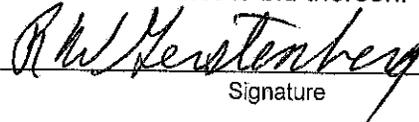
This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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

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

Precision Micrographics & Imaging, Inc.

Bidder (Entity Name)



Signature

8204 N. Lamar, Suite C-20

Street & Mailing Address

Robert W. Gerstenberg

Print Name

Austin, TX 78753

City, State & Zip

April 18, 2014

Date Signed

(512) 832-6602

Telephone Number

(512) 832-5301

Fax Number

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

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

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

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

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

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship:

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

NA

7.



Signature of person doing business with the governmental entity

April 18, 2010

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.**

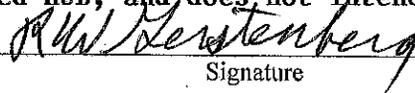
If "No" was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Precision Micrographics is an authorized HUB, and does not intend to subcontract

Robert W. Gerstenberg

Printed Name of Authorized Representative



Signature

Vice-President

Title

April 18, 2014

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: Precision Micrographics & Imaging, Inc. HUB: p Yes p No

Address: 8204 N. Lamar, Suite C-20, Austin, TX 78753
Street City State Zip

Phone (with area code): (512) 832-6602 Fax (with area code): (512) 832-5301

Project Title & No.: IFB 14-009/JW Term Contract for Microfilm Supplies

Prime Contract Amount: \$ 141,738.00

HUB Subcontractor Name: NA

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bidg & 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: _____

<u>Peggy Gerstenberg</u> Printed Name of Contractor Representative	<u>Peggy Gerstenberg</u> Signature of Representative	<u>4-18-2014</u> Date
<u>Precision Micrographics & Imaging, Inc.</u> Printed Name of HUB	<u>Peggy Gerstenberg</u> Signature of Representative	<u>4-18-2014</u> Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.
Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: Precision Micrographics & Imaging, Inc. HUB: Yes No

HUB Status (Gender & Ethnicity): WOMAN

Address: 8204 N. Lamar, Suite C-20 Austin, TX 78753
Street City State Zip

Phone (with area code): (512) 832-6602 Fax (with area code): (512) 832-5301

Project Title & No.: IFB 14-009-JW Term Contract for Microfilm Supplies IFB/RFP No.: IFB 14-000 JW

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: NA

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

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 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): Robert W. Gerstenberg

Title: Vicd-President

Signature: _____

Date: April 18, 2014

E-mail address: premicro@aol.com

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

Name (print or type): Peggy Gerstenberg

Title: President

Date: April 18, 2014

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 Precision Micrographics [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.):	EIN 742936274
Company Name submitting bid/proposal:	Precision Micrographics
Mailing address:	8204 N. Lamar C-20 Austin 78753
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

Bidder 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 Travis

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

on this day personally appeared R.W. Gerstenberg, who
(name)

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

"I, R.W. Gerstenberg am a duly authorized officer of/agent
(name)
for Precision Micrographics and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Precision Micrographics.
(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."

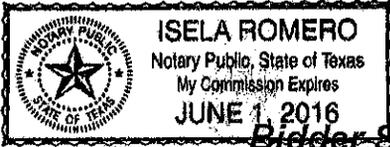
Name and address of bidder: Precision Micrographics

Fax: 512 832 5301 Telephone# 512 832 6602
by: R.W. Gerstenberg Title: V.P.
(print name)

Signature: R.W. Gerstenberg

SUBSCRIBED AND SWORN to before me by the above-named Robert W. Gerstenberg on

this the 10th day of April, 2014.



[Signature]
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

S U S A N
C O M B S

TEXAS COMPTROLLER of PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free in Texas at (888) 863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1742936274600
File/Vendor Number: 081582
Approval Date: 04-OCT-2013
Scheduled Expiration Date: 04-OCT-2017

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

PRECISION MICROGRAPHICS & IMAGING 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 14-OCT-2013, 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, business location) 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.

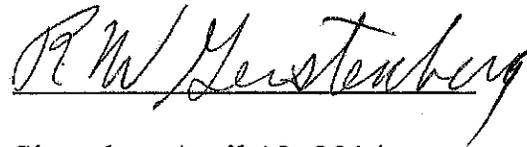
Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

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/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

INSURANCE

These certificates are presented as a matter of information only and are indicative of our Insurance Coverage. Comparable certificates exist for 2014, of course.

A handwritten signature in cursive script, reading "R W Geustenberg". The signature is written in black ink and is positioned above the date.

Signed on April 18, 2014



CERTIFICATE OF INSURANCE

ACCOUNT NUMBER 49-02601

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Name and Address of Certificate Holder

CITY OF AUSTIN
 124 W EIGHT ST
 AUSTIN, TX 78701

Name and Address of the Insured

PRECISION MICROGRAPHICS &
 CENTEX COM INC
 8204 N LAMAR BLVD STE C20
 AUSTIN, TX 78753

This certificate is issued on 07-01-2012 and is effective until 07-01-2013. It certifies that policies of insurance listed below have been issued to the insured named above. 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.

<u>Coverage Provided</u>	<u>Policy Number</u>	<u>Coverage Limits</u>
<u>Workers' Compensation and Employer's Liability</u>	49-02601-19	Statutory
		Each Accident \$ 500,000
		Each Disease/Employee \$ 500,000
<u>Businessowners Liability</u> Includes: Bodily Injury Property Damage Personal Injury	49-02601-20	Each Occurrence \$ 1,000,000
		Medical Expense \$ 10,000
		Fire Damage \$ 100,000
		General Aggregate \$ 3,000,000
		Products Aggregate \$ 3,000,000
<u>Automobile Liability</u>	49-02601-21	Each Accident \$ 500,000
Includes: Bodily Injury and Property Damage Combined -Specifically Described Autos -Hired Autos -Non Owned Autos		

WE WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE PERSON OR ORGANIZATION SHOWN AS THE CERTIFICATE HOLDER ABOVE BECAUSE OF PAYMENTS WE MAKE FOR INJURY OR DAMAGE ARISING OUT OF THE INSURED'S ONGOING OPERATIONS OR WORK DONE UNDER A CONTRACT WITH THE CERTIFICATE HOLDER.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

John T. H. Land

Vice President -
 Standard Business Products

80-C1035 (MECH)

PRE 49-02601 32-124212
 07-11-2012
 PAGE 1
 (0005)

LDI COI 269628-1 02 11



CERTIFICATE OF INSURANCE

ACCOUNT NUMBER 49-02601

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Name and Address of Certificate Holder

CITY OF AUSTIN
 124 W EIGHT ST
 AUSTIN, TX 78701

Name and Address of the Insured

PRECISION MICROGRAPHICS &
 CENTEX COM INC
 8204 N LAMAR BLVD STE C20
 AUSTIN, TX 78753

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<u>Coverage Provided</u>	<u>Policy Number</u>	<u>Coverage Limits</u>
<u>Excess/Umbrella Liability</u>	49-02601-22	Each Occurrence \$ 1,000,000 General Aggregate \$ 1,000,000 Products Aggregate \$ 1,000,000

WE WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE PERSON OR ORGANIZATION SHOWN AS THE CERTIFICATE HOLDER ABOVE BECAUSE OF PAYMENTS WE MAKE FOR INJURY OR DAMAGE ARISING OUT OF THE INSURED'S ONGOING OPERATIONS OR WORK DONE UNDER A CONTRACT WITH THE CERTIFICATE HOLDER.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Vice President -
 Standard Business Products

80-C1035 (MECH)

TWO CLIENT RECOMMENDATIONS

Please feel free to contact either of these clients of Precision Micrographics & Imaging, Inc., for further information.

1. Texas State Library Archives Commission

Michael Shae

(512) 421-7250

2. Travis County Records Management

Shawn Malone

(512) 854-7627

BID

Deborah L. Clark
Purchasing Agent
Jefferson County Purchasing Department
1149 Pearl Street
Beaumont, TX 77701

~~BID~~

04-22-14P10:36 RCVD

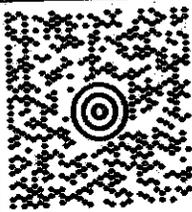
4 LBS 1 OF 1
SHP WT: 4 LBS
DATE: 21 APR 2014

BOB GERSTENBERG
(512) 832-6602
THE UPS STORE #2002
STE 120
13432 RESEARCH BLVD
AUSTIN TX 78756-2252

SHIP PURCHASING AGENT
TO: DEBORAH L CLARK
JEFFERSON COUNTY PURCHASING DEPT
1149 PEARL ST

BEAUMONT TX 77701-3638

TX 777 0-01



UPS NEXT DAY AIR 1

TRACKING #: 1Z 78E 481 01 4191 8462



BOB GERSTENBERG

Phone: (512) 832-6602
Fax: (512) 832-5301
premicro@aol.com
www.imagescan.com
bob@imagescan.com

PRECISION MICROGRAPHICS & IMAGING, INC. 814
8204 N. Lamar Blvd., Suite C-20
Austin, Texas 78753



Equipment Sales
Supplies & Processing
Scanning & Microfilm
CONVERSIONS

Canon
AUTHORIZED DEALER

BIL



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

March 31, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-009/JW, Term Contract for Microfilm Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be sealed and 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. Jefferson County does not accept bids submitted electronically. 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 Microfilm Supplies for Jefferson County
BID NO: IFB 14-009/JW
DUE DATE/TIME: 11:00 AM, Tuesday, April 22, 2014
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 – April 2nd & April 9th, 2014

IFB 14-009/JW
Term Contract for Microfilm Supplies for Jefferson County
Bids due: 11:00 AM, Tuesday, April 22, 2014

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X	Acceptance of Offer Form	16
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X	HUB Subcontracting Participation Declaration Form	27-30
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X	Bid Affidavit.....	32

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](http://www.co.jefferson.tx.us/purchasing/main.htm)) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.

Instructions to Bidders

1. Bid Submission

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

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

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

All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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 – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	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 awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. **Contract**

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

9. **Waiver of Subrogation**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. **Fiscal Funding**

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

11. **Bid Results**

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

12. **Changes and Addenda to Bid Documents**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, 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 the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, 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 **Bid Number, Bid 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 7.1. – 7.7., 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 IFB 14-009/JW, Term Contract for Microfilm Supplies for Jefferson County.

Scope

Vendor shall provide Microfilm Supplies for Jefferson County Clerk's Office subject to the terms and conditions stated for an initial period of one year **beginning on or about the date of award.**

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

Pricing

Quote unit prices as requested. Prices quoted shall remain firm for one (1) year from date of award except in the case of an increase from the bidder's supplier, in which case the successful bidder will be allowed to adjust price provided written notice is given to the Purchasing Agent with copies of supplier's invoices to substantiate the request for adjustment. The adjustment must not be more than the next low bidder's price. In the event the adjustment exceeds the next low bid, Jefferson County reserves the right to re-award to that bidder. Jefferson County also reserves the right to re-solicit if price proves to be unreasonable. Requests for increase must be in writing to be considered. No increase will be allowed for the first 90 days of the contract. No more than three (3) increases per year will be honored.

Samples

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

Delivery

The County desires to purchase its microfilm supplies from established merchants who have supplies in stock and are prepared beforehand to make delivery within five (5) working days. All delivery and freight charges (F.O.B. Jefferson County) are to be **included in this bid price. Bidder bears freight charges.**

Approximate Annual Usage

Items listed on the Bid Form indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required.

Contract

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

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

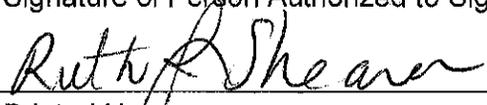
To Jefferson County:

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

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

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

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

_____			For clarification of this offer, contact:	
Company Name Western Micrographics & Imaging Systems			_____	
Address 11665 Fuqua Street Ste. C308			Name Ruth J Shearer	
City	State	Zip	Phone	Fax
Houston	Texas	77034	800/987-0482 – 281/481-8833 281/481-8838	
Signature of Person Authorized to Sign 			E-mail west4320@sbcglobal.net	
Printed Name Ruth J Shearer			_____	
Title President			_____	

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 14-009/JW, Term Contract for Microfilm 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

Bid Form Instructions: Complete the Item Number, Vendor, and Price Columns.

If bidding an alternative product:

-The product MUST be an equivalent item.

-Include product catalog number, description, unit of measure, brand name, and item number in the extra space provided within each line item row.

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Brand Name	Item Number	Price
1	102-2490	Imagelink Archive Processor Developer	45	Case	Imagelink	102-2490 (2) 5 liter per case	\$111.48 case
2	102-2656	Imagelink Archive Processor Fixer	30	Case	Imagelink	111-2656 (2) 5 liter per case	\$70.20 case
3	199-0977	Kodak Prostar Tape & Dispenser	20	Each	Kodak	199-0977	\$33.98 each
4	146-5194	Imagelink Archive Processor 16mm dual strand	20	Box	Imagelink	146-5194 (3) per box	\$64.80 box
5	78-6969- 7542-0	3M Brand Cartridges for Microfilm 50/per case	12	Case	3M	I-805H (100) per case	\$576.00 case

Bid Form (Continued)

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Brand Name	Item Number	Price
6	78-8000-2580-7	3M Brand Cartridge Leader transparent – 100/per case	10	Case	3M	I516 (100) per case	\$114.66 case
7	E030217	Imagelink Direct Duplication Microfilm E-Star Base - 20 rolls/per case	15	Case	Imagelink	284NX32 (20) per case	\$3006.72 case
8	33NXDM	Imagelink Archive Storage Media 100 rolls/ per case	14	Case	Imagelink	33NXDM (100) per case	\$3421.20 case
9	314NXQC	Imagelink HQSP615 16mm X 215 ft. 100 rolls/per case	5	Case	Kodak	314NXQC (100) per case	\$2680.80 case
10	833-0896	Kodak Film 16mm x 30.5 m.	7	Roll	Kodak	833-0896 (100) per case	\$2635.20 case

Bid Form (Continued)

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Brand Name	Item Number	Price
11	149-0481	Kodak Microfilm Press 16mm – not perforated 500 splices	8	Box	Kodak	I-528 (1000) per case	\$44.28 case
12	150-0719	Kodak System Cleaner - for Developer 10 gallons/per case	4	Case	Kodak	150-0719 (10) bottles per case	\$142.68 case
13	139-5110	Kodak System Cleaner - for Fixer 4 gallons/per case	4	Case	Kodak	139-5110 (10) Bottlers per case	\$165.60 case
14	863-2150	Toner Cartridge for Kodak ImageLink Retrieval Workstation 1000	25	Each	Kodak	Kodak Imagelink Retrieval Work Station 1000 No longer In service	\$N/A
15	144-2433	Kodak Solid Flange Return Reels 35mm, 100 ft. Thread-Easy	10	Case	Kodak	144-2433 (150) per case	\$194.40 case

Bid Form (Continued)

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Brand Name	Item Number	Price
16	FR #32-049	Pro-Star Plus Developer - 4 gallons/per case	4	Case	FR Chemical	32-049 (4) gal. per case	\$105.60 case
17	FR-32-254	Pro-Star Microfilm Fixer – 4 gallons/per case	4	Case	FR Chemical	32-254 (4) gal. per case	\$78.00 case
18	FR-4900FC	Fixer Systems Cleaner- 6 Quarts/per case	1	Case	FR Chemical	4900FC 6 Qt. per case	\$81.60 case
19	873-0715	Kodak 16mm solid flange return microfilm reels- 500/per case	1	Case	Kodak	873-0715 (300) per case	\$270.00 case

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: Harris County Auditor

Address: 1001 Preston Ste. 800 Houston, Texas 77002

Contact Person and Title: Charles Simpson/District Clerk

Phone: 713-755-7147 Fax: 713-755-2213

Contract Period: By service request Scope of Work: Service Micrographics equipment

REFERENCE TWO

Government/Company Name: UTMB University of Texas Medical Branch

Address: 301 University Blvd. Galveston, Texas 77555

Contact Person and Title: Tracey Miller/Purchasing

Phone: 361-449-2733 Fax: 361-449-3155

Contract Period: 9/2013 – 8/2014 Scope of Work: Maintenance Agreement

REFERENCE THREE

Government/Company Name: Fort Bend County

Address: 301 Jackson Street

Contact Person and Title: Debbie Ritch/AP – Kelly/Payroll

Phone: 281-341-3704 Fax: _____

Contract Period: By service request Scope of Work: Service Micrographics equipment

Bidder Shall Return Completed Form with Offer.

Signature Page

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

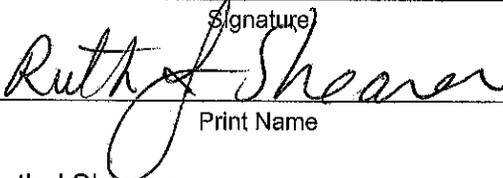
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... **Yes x** **No**

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.

Bidder (Entity Name)
Western Micrographics & Imaging Systems
Street & Mailing Address
11665 Fuqua Street Ste. C308
City, State & Zip
Houston, Texas 77034
Telephone Number
800/987-0482 or 281/481-8833
E-mail Address
west4320@sbcglobal.net

Signature)

Print Name
Ruth J Shearer
Date Signed
4-18-2014
Fax Number
281/481-8838

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center; font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="margin-top: 20px;">N/A</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <p style="margin-top: 20px;">N/A</p>	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIREFORM CIQ
Page 2**For vendor or other person doing business with local government entity**

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

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

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

Yes No

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

Yes No

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

Yes No

- D. Describe each affiliation or business relationship:

N/A

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.

Printed Name of Authorized Representative



Signature

Ruth J Shearer

Title
President

Date
4/18/2014

Bidder Shall Return Completed Form with Offer.



Good Faith Effort Determination Check list

Response: Question #6

Western Micrographics & Imaging Systems, Inc. has been located in Texas for 4 years as of March 2010.

We are in the process of researching the requirements to become HUB certified.

**Ruth J. Shearer
President**

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____

Street
City
State
Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street
City
State
Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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 Western Micrographics & Imaging Systems [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.):	27-2060819
Company Name submitting bid/proposal:	Western Micrographics & Imaging Systems
Mailing address:	11665 Fuqua Street Ste. C308 Houston, Texas 77034
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder 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 HARRIS

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

on this day personally appeared Ruth Shearer, who
(name)

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

"I, Ruth J Shearer am a duly authorized officer of/agent
(name)

for Western Micrographics & Imaging Systems and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said Western Micrographics & Imaging Systems.
(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: Western Micrographics & Imaging Systems

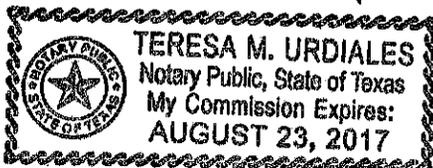
Fax: 281/481-8838 Telephone# 800/987-0482 or 281/481-8833

by: Ruth J Shearer Title: President
(print name)

Signature: Ruth J. Shearer

SUBSCRIBED AND SWORN to before me by the above-named
Ruth Shearer on

this the 18 day of April, 2014.



Teresa Urdiales
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

Sender: You must seal flap before shipping.

Shipping Label here.

Press here to seal. Press here to seal. Press here to seal.

Page 1 of 1

04-21-14P10:49 RCVD

From: (281) 461-8833
Shipping Dept.
Western Micrographics Sys. Inc.
11665 Fugate St. Ste. C308
Houston, TX 77034



Origin ID: HBYA



SHIP TO: (409) 835-8593
Bid No. IFB 14-009/JW
Jefferson County Purchasing Dept.
1149 PEARL STREET
1ST FLOOR
BEAUMONT, TX 77701

BILL SENDER

Ship Date: 16APR 14
ActWgt: 0.5 LB
CAD: 708982NET3480

Delivery Address Bar Code



Ref #
Invoice #
PO #
Dept #

MON - 21 APR AA
STANDARD OVERNIGHT

DSR
77701
TXJUS
IAH

TRK# 7985 9210 3369

0281

43 BPTA



S2317630F230

After printing this label:

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

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income, interest, profit, attorney's fees, costs, and other items of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

Attachment A

IFB14-009/JW

Page 1 of 2

Term Contract for Microfilm Supplies for Jefferson County

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	DecisionOne Corporation	Information Management Services	Western Micrographics & Imaging Systems
1	102-2490	Imagelink Archive Processor Developer	45	Case	\$98.40	\$98.00	\$111.48
2	102-2656	Imagelink Archive Processor Fixer	30	Case	\$61.96	\$65.00	\$70.20
3	199-0977	Kodak Prostar Tape & Dispenser	20	Each	\$30.35	\$31.00	\$33.98
4	146-5194	Imagelink 16mm dual strand	20	Box	\$57.15	\$22.00	\$64.80
5	78-6969-7542-0	3M Brand Cartridges for Microfilm	12	Case	\$536.50	NO BID	\$576.00
6	78-8000-2580-7	3M Brand Cartridge Leader transparent – 100/per case	10	Case	\$85.00	NO BID	\$114.66
7	E030217	Direct Duplication Microfilm E-Star Base – 20 rolls/per case	15	Case	\$2,563.00	\$1,575.00	\$3,006.72
8	33NXDM	Imagelink Archive Storage Media 100 rolls/per case	14	Case	\$3,015.00	\$2,795.00	\$3,421.20
9	314NXQC	Imagelink HQSP615 16mm X 215 ft. 100 rolls/per case	5	Case	\$2,400.00	\$2,295.00	\$2,680.80
10	833-0896	Kodak Film 16mm x 30.5 m.	7	Roll	\$2,325.00	NO BID	\$2,635.20

Attachment A (Continued)

IFB14-009/JW

Page 2 of 2

Term Contract for Microfilm Supplies for Jefferson County

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	DecisionOne Corporation	Information Management Services	Western Micrographics & Imaging Systems
11	149-0481	Kodak Microfilm Press 16mm – not perforated, 500 splices	8	Box	\$60.00	NO BID	\$44.28
12	150-0719	Kodak System Cleaner -for Developer 10 gallons/per case	4	Case	\$127.60	\$135.00	\$142.68
13	139-5110	Kodak System Cleaner for Fixer 4 gallons/per case	4	Case	\$152.00	\$149.00	\$165.60
14	863-2150	Toner Cartridge for Kodak Imagemark Retrieval Workstation 1000	25	Each	\$337.90	\$319.00	NO BID
15	144-2433	Kodak Solid Flange Return Reels 35mm, 100 ft., Thread-Easy	10	Case	\$180.00	\$169.00	\$194.40
16	FR #32-049	Pro-Star Plus Developer - 4 gallons/per case	4	Case	NO BID	NO BID	\$105.60
17	FR-32-254	Pro-Star Microfilm Fixer – 4 gallons/per case	4	Case	NO BID	NO BID	\$78.00
18	FR-4900FC	Fixer Systems Cleaner- 6 Quarts/per case	1	Case	NO BID	NO BID	\$81.60
19	873-0715	Kodak 16mm solid flange return microfilm reels 500/per case	1	Case	\$255.00	\$219.00	\$270.00

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

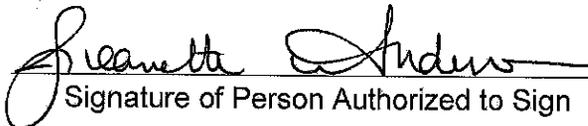
To Jefferson County:

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

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

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

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

<u>DecisionOne Corporation</u>			For clarification of this offer, contact:	
Company Name				
<u>12760 Danielson Court, Suite F</u>			<u>Jeanette Anderson</u>	
Address			Name	
<u>Poway, CA 92064</u>			<u>619-434-1952</u>	<u>800-984-6443</u>
<u>City</u>	<u>State</u>	<u>Zip</u>	Phone	Fax
			<u>Jeanette.anderson@decisionone.com</u>	
Signature of Person Authorized to Sign			E-mail	
<u>Jeanette Anderson</u>				
Printed Name				
<u>Account Manager – Global Micrographics</u>				
Title				

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 14-009/JW, Term Contract for Microfilm 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.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

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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:

INFORMATION MANAGEMENT SERVICES For clarification of this offer, contact:
Company Name

5047 TRANSAMERICA DRIVE
Address

Tom Beazley
Name

Columbus OH 43228
City State Zip

800-765-0084
Phone

806-744-1775
Fax

[Signature]
Signature of Person Authorized to Sign

TBEAZLEY@IMS.IMAGING.COM
E-mail

Tom Beazley
Printed Name

Supply Manager
Title

Bidder Shall Return Completed Form with Offer.

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Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

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OFFER AND ACCEPTANCE FORM

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

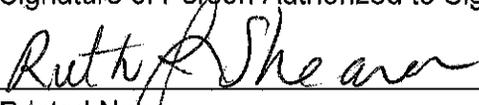
I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Company Name
Western Micrographics & Imaging Systems

Address
11665 Fuqua Street Ste. C308

City State Zip
Houston Texas 77034

Signature of Person Authorized to Sign



Printed Name
Ruth J Shearer

Title President

For clarification of this offer, contact:

Name
Ruth J Shearer

Phone Fax
800/987-0482 – 281/481-8833 281/481-8838

E-mail
west4320@sbcglobal.net

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

GLOBAL TEL*LINK CORPORATION

12021 Sunset Hills Road, Ste. 100
Reston, Virginia 20190
Tel. 703-955-3915
Fax 703-435-0980
Web <http://www.globaltellink.com>

INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Reston, VA 20190 ("Company") and Jefferson County, with an address at 1149 Pearl Street, Beaumont, Texas 77701 ("Premise Provider").

1. **Term.** This Agreement shall be in effect for Five (5) years, commencing from the date of the full execution of this Agreement. Commission calculations shall begin as of the first date of documented operation and first call completion. Unless either party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for additional two (2) year terms.

2. **Equipment.** This Agreement applies to the installation, management, operation and maintenance of the products and services listed in Option 1 and 2 of Company's Best and Final Offer ("BAFO") under RFP13-028/JW ("RFP"), attached hereto as Exhibit A, and further described in Company's response to the RFP ("Response"), which response is incorporated into this Agreement by reference, including inmate telephones, enclosures, and related equipment furnished by the Company at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at the following facilities: _1) Jefferson County Correctional Facility, 2) Jefferson County - Downtown Jail, 3) Minnie Rogers Juvenile Justice Center and 4) The Jefferson County Women's Center_ (Facility) and all other facilities under the control of Premise Provider.

In addition to what is listed in Exhibit A and the corresponding sections of the Response, the term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all parties.

3. **Services.** At no cost to the Premise Provider, the Company shall provide all management services necessary to implement this Agreement; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries,

fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

4. Compensation. Premise Provider has elected the package designated as Option 1 in the BAFO. Accordingly, Company shall pay Premise Provider a monthly amount not to exceed Two Thousand Dollars (\$2000) to defray the cost of up to 25 Facility personnel cellular telephones. Company will also pay Premise Provider a commission in the amount of Eighty-One and One Half percent (81.5%) of the gross revenue billed or prepaid for all phones covered by this Agreement for intra-state calls; provided, however, if at the end of each anniversary of the effective date of this Agreement the aggregate amount of commissions paid in the prior year is less than Three Hundred and Twenty Thousand Dollars (\$320,000), Company shall pay Premise Provider the difference within thirty (30) days following the anniversary date. Should Premise Provider change its election to the package designated as Option 2 under the BAFO, which it may through notice to Company, the commission rate listed above shall increase to 83.5% from the date the Parties agree the increased commission rate should take effect.

Gross Revenue shall mean all revenue generated by every completed intra-state call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account transaction fees; (iv) revenue from interstate calls and (v) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 10 within sixty (60) days of receipt of commission payment by the Premise Provider.

All Commissary Trust Accounts and Inmate Destination Prepay Funds shall be governed by the terms of the Memorandum of Understanding, attached to this Agreement as Exhibit B.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

Jefferson County Auditor's Office
1149 Pearl Street, 7th floor
Beaumont, TX 77701
Attn: County Auditor

5. Rates. The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement.

6. Records & Confidentiality. The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request.

Except as required by the Texas open records laws, from the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, each party shall not disclose, and shall protect using reasonable measures, the confidential information of the other, which includes all sections of Company's response to the request for proposal that led to this Agreement which were designated confidential. Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. Company acknowledges that a copy of this Agreement will be made available in connection with the Commissioners' Court agenda in accordance with local government code requirements and all documents referenced may be subject to

the Texas Open Records Act. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants, or in connection with a merger or the sale of substantially all assets of a Party (collectively, "Agents") as required to perform their obligations hereunder, provided, however, that the parties shall cause all Agents to honor the provisions of this Section. The parties may also make disclosures as required by law as long as, before any disclosure, the party subject to the disclosure requirement promptly notifies the other party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party will be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider. The following information will be provided for each location by telephone number:

- Total Calls
- Total minutes of use
- Type of call
- Total usage revenue

7. Further Assurances. During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

- (a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.
- (d) Premise Provider represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide inmate and/or payphone service at the Facility provided, however, that the Company may choose not to exercise this exclusive right.
- (e) During the term of this agreement, Premise Provider agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.
- (f) Stipulate that Company has no responsibility to advise Premise Provider with respect to any law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate call monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premise Provider agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of

failure of Premise Provider (or the Company at the direction of the Premise Provider) to comply with such law, regulation or guideline.

- (g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the CDRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

8. Title. Except for the Cellsense cell detection devices, which will become the property of Premise Provider upon the expiration of the full Initial term of the Agreement, the title to Equipment hereunder shall be and at all times remain in the Company.

All software, documentation, and other intellectual property (collective the "IP") supplied or made available through this Agreement is being provided on a term license only basis, as long as this Agreement is in effect, provided also Premise Provider complies with the term of the license, and will not constitute a sale of that IP. Nothing in this Agreement or through Company's performance hereunder will constitute a transfer of right, title, or interest in or to the IP, which are retained by Company and its licensors.

During the term of this Agreement, Company grants Premise Provider a non-exclusive, non-transferable, license to use the IP solely for accessing the products and services supplied by Company in the manner contemplated by this Agreement. Premise Provider will not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein will be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP

9. Relocation. Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

10. Notices. Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

To Company:
Global Tel*Link Corporation
 12021 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190
 Phone: (703) 955-3915
 Fax: (703) 435-0980
ATTN: Legal Department

To Premise Provider:
Jefferson County
 1149 Pearl Street
 Beaumont, Texas 77701
 Phone: 409-835-8466
 Fax: 409-839-2311
ATTN: Jeff R. Branick, Jefferson County Judge

11. Governing Law. The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of Texas.

12. Indemnification & Consequential Damages. Company shall indemnify Premise Provider from any loss, cost, damage, expense or liability arising out of the performance of this Agreement except to the

extent such loss, cost, damage, expense, or liability arises from the acts or omissions, negligence or fault of Premise Provider.

13. Risk of Loss. The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment; except, however, the risk of loss or damage to the Cellsense cell detection devices shall transfer to Premise Provider upon delivery; except, further, however, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees.

14. Default. In the event any party shall be in breach or default of any terms, conditions, or covenants of this agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to any party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended party shall have the right to cancel this agreement without charge of liability.

15. Assignment. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, including any new administration or head of Premise Provider; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider.

16. Independent Contractor. The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

17. Solicitation. The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.

18. Force Majeure. Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

19. Intentionally Omitted.

20. Survival. Upon the expiration or earlier termination of the term of this Agreement, the parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the parties. Notwithstanding the foregoing, Sections 7(f), 8, 9, 11, and 12 shall survive the expiration or earlier termination of this Agreement, and neither party will be released from any liability

arising from any breach or violation by that party of the terms of this Agreement prior to the expiration or termination.

21. Entire Agreement. This Agreement, including its attachments and the documents that are incorporated by reference, constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

22. Amendment. No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

23. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto as of the last dated indicated below.

Company

Premise Provider

Global Tel*Link Corporation

Jefferson County, Texas

Signature
Name: Jeffrey B. Haldinger
Title: President & COO
Date: _____

Signature
Name: Jeff R. Branick
Title: Jefferson County Judge
Date: _____

**Exhibit A
Best And Final Offer
(attached)**



Global Tel* Link Corporation
www.gtl.net

Corporate Headquarters
12021 Sunset Hills Road
Suite 100
Reston, VA 20190

Operations Center
107 St. Francis Street
32nd Floor
Mobile, AL 36602

March 28th, 2014

Ms. Jamey West
Jefferson County Purchasing
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

RE: BAFO letter for (RFP 13-028/JW), Inmate Telephone Service for Jefferson County

Dear Ms. West and the entire Jefferson County team:

Thanks again for allowing GTL to present our Best and Final response for Inmate Telephone service for the Jefferson County Correctional facilities. As a valued business partner for more than 15 years, we look forward to the opportunity of continuing as your Inmate Service provider and expanding our relationship with new and exciting features that are not only changing, but setting, industry standards in the Correctional market.

As requested, following is a quick summary of our BAFO offer:

Features	Option 1	Option 2 (recommended)
Fully Web-Based Inmate Calling manager (ICMv)	√	√
Lobby Kiosks - for commissary and phone deposits		√
Intake Kiosk - for commissary deposits		√
Calling Cards or Inmate Debit calling		√
Debit Release Cards - releasing any unused commissary funds to released inmates	√	√
Cellsense Cell Detection Devices (2 mobile units included, with training, valued at \$20,000)	√	√
Automated GTL Facility Services Secretary - external IVR for inmate information	√	√
Biometric Voice Recognition Service - Integrated into the ICMv helping with PIN theft issues	√	√
Cell Phone Allowance - \$2,000 per month for the life of the contract (to cover 25 county cell phones)	√	√
Keyword Search (Nexidia) - Integrated into the ICMV. Search by word or phrase to help speed up investigations	√	√
Interface to County JMS for PINS - our proven interface, which is in place now with Jefferson County, insures no double entry by Jefferson County staff	√	√
BNA - Billing, name and address to pinpoint the location of landline numbers that are called	√	√
No Increase in call rates for Jefferson County	√	√



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Suite 100
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Operations Center
107 St. Francis Street
32nd Floor
Mobile, AL 36602

Commission Offerings (based On Gross Billed Revenue)	81.5%	83.5%
Annual Minimum Guarantee	\$320,000	\$320,000

Along with the list of features above, Jefferson County will continue to receive the benefits of our offenderconnect web-site for pre-paid customers. Families will not have to set-up new accounts and there will be no interruption of service for each person. If Jefferson County utilizes Option 2, friends and family members will now be able to fund inmate commissary accounts directly from the web using their same offenderconnect accounts that are in place today.

Upon review of the above information, if there are any questions or need for clarification about our response, please let us know. I have provided the primary and secondary contacts to promptly address those needs:

Primary Contact:

Corby Kenter
Regional Account Manager
Midlothian, TX
214-415-4866
Corby.kenter@gtl.net

Secondary Contact:

Mark Turner
Senior Vice President – Sales
Wills Point, TX
214-577-6590
Mark.turner@gtl.net

As President and COO, my staff and I continue to be fully committed to proving how the **GTL Inmate Calling Manager** will meet and exceed the requirements in the RFP along with additional requirements discussed in the oral presentation. Our dynamic solution will continue to adapt and grow along with Jefferson County, helping streamline operations now and in years to come. We look forward to continuing with Jefferson County on this important project.

Sincerely,

Jeffrey B. Haidinger
President and COO

Exhibit B
Memorandum of Understanding
(attached)

**MEMORANDUM of UNDERSTANDING (MOU)
BETWEEN**

Jefferson County, 1149 Pearl Street, Beaumont, TX 77701 and
Global Tel*Link Corporation ("GTL"), 12021 Sunset Hills Road, Suite 100, Reston, VA 20190

SUBJECT: Commissary Trust Accounts and Inmate Destination Prepay Funds (collectively, "Inmate Services")

1. PURPOSE. This MOU outlines the Pricing, Fees, Services, and Responsibilities of GTL and Jefferson County (the "County") relative to the provisioning of Inmate Services for inmates housed at the Jefferson County Correctional Facility and the Jefferson County – Downtown Jail.

2. SCOPE. This MOU covers Inmate Services to be provided through (1) walk-up, self-service lobby kiosk and intake/booking kiosk to be located at the Jefferson County Correctional Facility, (2) walk-up, self-service kiosk to be located at the Jefferson County – Downtown Jail, (3) an online e-commerce web site, and (4) an Interactive Voice Response ("IVR") system.

3. APPOINTMENT. The County hereby appoints GTL as its authorized agent for the purpose of collecting and processing Inmate Service funds ("Funds") from: (1) cash ("Cash Only"), credit or debit payments at County Correctional Facility lobby kiosks, (2) credit or debit payments via a Web Payment service, (3) credit or debit payments from an Interactive Voice Response ("IVR") system, or (4) any other payment method agreed upon by the parties.

The County expressly acknowledges that receipt of the Funds by GTL as authorized agent will be treated by the County as if the County had received the Funds directly from the customer whether or not the County actually receives the Funds. The County also agrees that inmates will receive Inmate Services whether or not the County receives the Funds. GTL agrees to indemnify the County for direct losses arising from GTL's failure to remit the Funds to the County.

4. UNDERSTANDING.

- a) In its capacity as the County's authorized agent, GTL will: (1) process the Funds for transfer to the applicable accounts for Inmate Services established and maintained by the County via Automated Clearing House ("ACH") (or as otherwise agreed); (2) operate (if agreed) the systems or software managing the Inmate Services; and (3) collect (itself or via a subcontractor) the "Cash Only" transaction revenue from the kiosks and manage the process of depositing same into the relevant financial institution account(s). GTL will continue to collect identifying information about the Funds transmitters funding the Inmate Services by credit card using its existing procedures.
- b) The County will receive two (2) lobby kiosks and one (1) intake/booking kiosk from GTL at no charge for the collection of the Funds.
 - i) GTL assumes liability for any and all fraudulent transactions accepted through the kiosks including, but not limited to counterfeit bills and credit card charge backs. In the event that counterfeit bills are accepted by the kiosks, GTL will reimburse the County for any loss suffered due these bills being accepted.
 - ii) GTL at its expense, will supply the County with all maintenance and supplies (paper, bill cartridges, etc.) required to operate the kiosks.
 - iii) The County will provide appropriate network and internet connectivity to facilitate the operation of the kiosk software.
 - iv) In the event that any County visitors damage the equipment, the County will make best efforts to detain the visitor and call the authorities. GTL will, at its sole discretion, press charges in order to recover damages. In any event, GTL will repair or supply a new machine on a priority basis.
- c) "Cash Only" transactions processed at the lobby kiosks will be charged a flat fee of Three Dollars (\$3.00), and they will incur no charges at the intake/booking kiosk
- d) Credit Card transactions processed at all kiosks will be charged standard GTL fees to cover such items as credit card charge-backs and credit card usage
- e) Credit Card transactions processed via the GTL Web Payment option will be charged standard GTL fees to cover such items as credit card charge-backs and credit card usage fees.

Transaction Amount		
Low End	Upper End	Fee
\$0.01	\$25.00	\$3.50
\$25.01	\$50.00	\$4.25
\$50.01	\$100.00	\$5.75
\$100.01	\$200.00	\$8.75

- g) All fees generated by the use of the Inmate Services are the property of GTL. GTL will issue an invoice each month for all fees collected by County on behalf of GTL during the prior month.
- h) In exchange for the placement of the kiosks by GTL, the County appoints GTL, as the sole and exclusive provider (i) for the collection of the Funds for all of the County's correctional facilities; and (ii) of kiosks and transaction services related thereto.
- i) GTL may make modifications to, among other things, the following, to reflect the relationship among GTL, the County, and senders of the Funds: its form of transaction record or receipt information (including email confirmation receipt), Web Payment terms and conditions and service description, computer terminal configuration and display, and transaction report format.
- j) County acknowledges that due to the weight and bulk of the kiosk unit that there is a risk of injury should the unit be tipped over onto a bystander. County agrees that to ensure the safety of staff, inmates and the general public the kiosk unit(s) will be bolted to floor. GTL, County maintenance or a contractor of the County's choosing will fasten the unit to the floor, at the County's discretion, at the time of the kiosk installation.

Global Tel*Link Corporation

12021 Sunset Hills Road, Ste. 100
Reston, Virginia 20190
Tel. 703-955-3915
Fax 703-435-0980
Web <http://www.globaltellink.com>

LETTER OF AGENCY

DATE: _____

TO WHOM IT MAY CONCERN:

WE HAVE ENTERED INTO AN AGREEMENT WITH **GLOBAL TEL*LINK CORP.**, PRIVATE PAY PHONE VENDOR, TO ACT AS OUR COMMUNICATIONS REPRESENTATIVE WITH:

AT & T (LOCAL EXCHANGE CARRIER)

FOR OUR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

Jefferson County Correctional Facility
5030 Highway 69 South
Beaumont, TX 77705

Jefferson County – Downtown Jail
1001 Pearl Street
Beaumont, TX 77701

Minnie Rogers Juvenile Justice Center
5326 Highway 69
Beaumont, TX 77705

Jefferson County Women’s Center
145 S. 11th Street
Beaumont, TX 77702

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE **GLOBAL TEL*LINK CORP.** TO DO THE FOLLOWING:

- (X) REQUEST DISCONNECTION OF EXISTING COIN/INMATE TELEPHONES
- (X) INSTALL PHONES ON THEIR OWN BEHALF

THIS AUTHORIZATION DOES NOT PRECLUDE OUR ABILITY TO ACT IN OUR OWN BEHALF WHEN WE DEEM NECESSARY.

AUTHORIZED SIGNATURE

Jeff R. Branick
PRINTED NAME

Jefferson County Judge
TITLE

409-835-8593
BUSINESS TELEPHONE



Carolyn L. Guidry
COUNTY CLERK

Theresa Goodness
Chief Deputy

JEFFERSON COUNTY
P. O. Box 1151
Beaumont, Texas 77704
409-835-8475 Phone
409-839-2394 FAX

Email Address:
countyclerk@co.jefferson.tx.us

April 28, 2014

Patrick Swain, County Auditor
C/o Fran Lee, Financial Manager
1149 Pearl Street
7th Floor
Beaumont, Texas 77701

Fran,

Please transfer monies from 120-1034-414-10-02 (Assistants & Clerks) to 120-1034-414-40-52 (Postage) to cover shortage and estimated additional expense through this fiscal year due to increase number of elections and annual mail ballots application processing. The amount to transfer is \$5,000.

Respectfully,

A handwritten signature in cursive script, appearing to read "Carolyn L. Guidry".

Carolyn L. Guidry
County Clerk

Patrick Swain

From: John Hughes <jhughes@fordpark.com>
Sent: Tuesday, April 29, 2014 1:48 PM
To: 'Patrick Swain'
Subject: marquee repair request for agenda
Attachments: Marquee repair job quotes.PDF

Patrick- As discussed, after trouble-shooting by the County MIS dept and our phone solutions provider, CMS, it has been determined that the video marquee computer (inside the marquee itself) has crashed. We are unable to change any messages on the board – which means we cannot promote upcoming events for our clients on it.

Attached are two quotes needed to repair this problem. The first is with YESCO for the actual equipment in the amount of \$2,212.62 and the second is with 2S Sign Company who is the subcontractor who actually does the work and supplies the lift truck to reach into the marquee in the amount of \$500.00. As this was an unforeseen/unplanned/unbudgeted event that is important to the marketing of events on behalf of our clients, I would like to transfer \$2,712.62 from the approved \$4500.00 Video Security capital budget (FPEQUP 311-80001-465-60-14) to cover these items.

Please let me know if you need anything else from me.

Thanks,
John

John A. Hughes
 General Manager
 Texas Regional Director of Live Entertainment



☒: 5115 I-10 South | Beaumont, TX | 77705
 ☎: 409.951.5401 | 409.951.5410 fax
 ✉: jhughes@fordpark.com
www.bookfordpark.com www.fordpark.com



Please consider the environment before printing this e-mail

NOTICE: This email may contain **PRIVILEGED** and **CONFIDENTIAL** information and is intended only for the use of the specific individual(s) to which it is addressed. If you are not an intended recipient of this email, you are hereby notified that any unauthorized use, dissemination or copying of this email or the information contained in it or attached to it is strictly prohibited. If you have received this email in error, please delete it and immediately notify the person named above by reply email. Thank you.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	525.75	393312	
WARREN'S DO-NUTS	84.46	393379	
			610.21**
ROAD & BRIDGE PCT.#1			
APAC, INC. - TROTTI & THOMSOM	2,035.70	393218	
CARQUEST AUTO PARTS # 96	633.28	393227	
GULF COAST SCREW & SUPPLY	800.70	393247	
M&D SUPPLY	40.16	393267	
SMART'S TRUCK & TRAILER, INC.	19.04	393293	
SOUTHERN TIRE MART, LLC	60.00	393326	
DEPARTMENT OF INFORMATION RESOURCES	.10	393337	
BEAUMONT FREIGHTLINER STERLING	69.15	393378	
			3,658.13**
ROAD & BRIDGE PCT.#2			
A&A EQUIPMENT	256.55	393204	
APAC, INC. - TROTTI & THOMSOM	330.33	393218	
ENTERGY	85.78	393248	
FRED MILLER STORES	152.80	393271	
TAC - TEXAS ASSN. OF COUNTIES	225.00	393300	
TRI-CITY FASTENER & SUPPLY	10.00	393310	
VULCAN MATERIALS CO.	3,655.58	393314	
BUMPER TO BUMPER	16.90	393374	
MARTIN PRODUCT SALES LLC	11,450.49	393384	
KNIFE RIVER	113.51	393386	
			16,296.94**
ROAD & BRIDGE PCT. # 3			
APAC, INC. - TROTTI & THOMSOM	4,387.86	393218	
AUDILET TRACTOR SALES	57.00	393220	
ENTERGY	232.55	393254	
MUNRO'S	18.23	393272	
AT&T	69.80	393296	
TIME WARNER COMMUNICATIONS	80.22	393304	
WEAVER, FALGOUT, & CARRUTH, INC.	141.30	393316	
HOWARD'S AUTO SUPPLY	525.86	393332	
DEPARTMENT OF INFORMATION RESOURCES	.06	393337	
			5,512.88**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	3,508.20	393218	
BASE SEAL	27,860.00	393222	
CITY OF BEAUMONT - WATER DEPT.	18.12	393229	
W.W. GRAINGER, INC.	157.61	393246	
ENTERGY	717.52	393248	
M&D SUPPLY	120.34	393267	
MUNRO'S	62.33	393272	
OIL CITY TRACTORS, INC.	324.45	393277	
SMART'S TRUCK & TRAILER, INC.	728.64	393293	
WASTE MGT. GOLDEN TRIANGLE, INC.	62.54	393315	
DEPARTMENT OF INFORMATION RESOURCES	.06	393337	
MARTIN PRODUCT SALES LLC	728.95	393384	
KNIFE RIVER	145.71	393386	
ON TIME TIRE	236.98	393430	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	468.15	393451	
SPECIALTY SUPPLY	489.00	393457	
			35,628.60**
PARKS & RECREATION			
A&B OUTDOOR EQUIPMENT	96.85	393207	
ENTERGY	314.51	393248	
B G ABSOLUTE	620.00	393456	
			1,031.36**
GENERAL FUND			
TAX OFFICE			
HERNANDEZ OFFICE SUPPLY, INC.	54.00	393257	
TAC - TEXAS ASSN. OF COUNTIES	700.00	393299	
DEPARTMENT OF INFORMATION RESOURCES	.32	393337	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	955.35	393345	1,709.67*
COUNTY HUMAN RESOURCES			
PINNACLE EMPLOYEE TESTING	90.00	393281	796.62*
UNITED STATES POSTAL SERVICE	1.62	393345	
HR SOUTHWEST	705.00	393365	
AUDITOR'S OFFICE			
OFFICE DEPOT	237.00	393276	1,153.88*
TEXAS SOCIETY OF CPA'S	610.00	393308	
UNITED STATES POSTAL SERVICE	15.63	393345	
THOMSON REUTER TAX & ACCNTG INC R&G	291.25	393393	
COUNTY CLERK			
FED EX	6.29	393241	330.42*
UNITED STATES POSTAL SERVICE	324.13	393345	
COUNTY JUDGE			
OFFICE DEPOT	317.83	393276	1,934.82*
UNITED STATES POSTAL SERVICE	.41	393345	
KIMBERLY PHELAN, P.C.	500.00	393380	
JOSHUA C HEINZ	1,000.00	393432	
THOMSON REUTERS-WEST	116.58	393438	
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.77	393345	1.77*
COUNTY TREASURER			
OFFICE DEPOT	64.63	393276	1,407.47*
UNITED STATES POSTAL SERVICE	245.57	393345	
TIM FUNCHESS	1,097.27	393415	
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	1,684.30	393278	2,183.30*
CIT TECHNOLOGY FINANCING SERVICE	499.00	393395	
PURCHASING DEPARTMENT			
OFFICE DEPOT	20.57	393276	43.39*
UNITED STATES POSTAL SERVICE	22.82	393345	
GENERAL SERVICES			
GUARDIAN FORCE	36.00	393209	7,633.26*
TIME WARNER COMMUNICATIONS	1,913.30	393302	
TIBH INDUSTRIES, INC.	821.04	393306	
TRI-CITY COFFEE SERVICE	88.30	393312	
MCGRIFF, SEIBELS & WILLIAMS OF TX	4,505.00	393363	
JOHN PAUL'S	83.98	393408	
DYNAMEX INC	185.64	393449	
DATA PROCESSING			
GUARDIAN FORCE	36.00	393209	
DELL MARKETING L.P.	4,215.27	393235	4,379.65*
OFFICE DEPOT	52.40	393276	
VERIZON WIRELESS	75.98	393341	
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	110.93	393345	110.93*
ELECTIONS DEPARTMENT			
HART INTER CIVIC	870.00	393255	
M&D SUPPLY	18.75	393267	

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	166.78	393276	
UNITED STATES POSTAL SERVICE	234.90	393345	
DISTRICT ATTORNEY			1,290.43*
OFFICE DEPOT	1,476.11	393276	
UNITED STATES POSTAL SERVICE	260.59	393345	
PACER SERVICE CENTER	78.10	393350	
RECALL TOTAL INFORMATION MANAGEMENT	484.11	393369	
THOMSON REUTERS-WEST	836.33	393438	
HEALTHPORT	173.00	393444	
DISTRICT CLERK			3,308.24*
CARPENTER'S TIME CENTER INC.	2,250.00	393226	
CASH ADVANCE ACCOUNT	740.94	393262	
OFFICE DEPOT	172.77	393276	
UNITED STATES POSTAL SERVICE	181.95	393345	
CRIMINAL DISTRICT COURT			3,345.66*
GAYLYN COOPER	13,773.43	393210	
DAVID GROVE	2,900.00	393211	
LEAH HAYES	3,011.85	393256	
OFFICE DEPOT	304.26	393276	
NATHAN REYNOLDS, JR.	900.00	393284	
BRUCE N. SMITH	800.00	393294	
MSC SYSTEMS	1,503.75	393327	
KEVIN S. LAINE	600.00	393331	
UNITED STATES POSTAL SERVICE	1.22	393345	
AUDWIN M SAMUEL	600.00	393442	
58TH DISTRICT COURT			24,394.51*
OFFICE DEPOT	196.85	393276	
UNITED STATES POSTAL SERVICE	1.22	393345	
60TH DISTRICT COURT			198.07*
OFFICE DEPOT	71.21	393276	
UNITED STATES POSTAL SERVICE	7.29	393345	
136TH DISTRICT COURT			78.50*
UNITED STATES POSTAL SERVICE	11.12	393345	
172ND DISTRICT COURT			11.12*
UNITED STATES POSTAL SERVICE	24.15	393345	
252ND DISTRICT COURT			24.15*
GAYLYN COOPER	1,650.00	393210	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	2,500.00	393221	
THOMAS J. BURBANK, P.C.	1,500.00	393225	
OFFICE DEPOT	46.14	393276	
UNITED STATES POSTAL SERVICE	220.35	393345	
CAROLYN WIEDENFELD	2,675.00	393357	
RYAN GERTZ	800.00	393410	
JASON ROBERT NICKS	1,600.00	393411	
JAMES R. MAKIN, P.C.	5,400.00	393421	
AUDWIN M SAMUEL	1,500.00	393442	
STEVEN GREENE	846.92	393448	
MATUSKA LAW FIRM	1,500.00	393454	
279TH DISTRICT COURT			20,238.41*
PHILLIP DOWDEN	150.00	393217	
LAIRO DOWDEN, JR.	325.00	393236	
OFFICE DEPOT	402.50	393276	
MARVA PROVO	325.00	393282	
ANITA F. PROVO	381.00	393283	
BRACK JONES JR.	325.00	393329	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.41	393345	
KIMBERLY PHELAN, P.C.	150.00	393380	
JONATHAN L. STOVALL	150.00	393418	
STEFANIE L. ADAMS, ATTORNEY AT LAW	75.00	393419	
317TH DISTRICT COURT			2,283.91*
UNITED STATES POSTAL SERVICE	2.74	393345	
MATUSKA LAW FIRM	325.00	393454	
JUSTICE COURT-PCT 1 PL 1			327.74*
UNITED STATES POSTAL SERVICE	28.30	393345	
JUSTICE COURT-PCT 2			28.30*
THOMSON REUTERS-WEST	95.00	393438	
JUSTICE COURT-PCT 4			95.00*
DEPARTMENT OF INFORMATION RESOURCES	.87	393337	
THOMSON REUTERS-WEST	158.00	393438	
JUSTICE COURT-PCT 6			158.87*
UNITED STATES POSTAL SERVICE	47.88	393345	
JUSTICE COURT-PCT 7			47.88*
AT&T	29.40	393296	
DEPARTMENT OF INFORMATION RESOURCES	.20	393337	
JUSTICE OF PEACE PCT. 8			29.60*
OFFICE DEPOT	210.58	393276	
THOMSON REUTERS-WEST	254.00	393438	
COUNTY COURT AT LAW NO.1			464.58*
UNITED STATES POSTAL SERVICE	.81	393345	
COUNTY COURT AT LAW NO. 2			.81*
THOMAS J. BURBANK, P.C.	1,750.00	393225	
OFFICE DEPOT	40.94	393276	
UNITED STATES POSTAL SERVICE	7.35	393345	
COUNTY COURT AT LAW NO. 3			1,798.29*
MIKE CICHOWSKI	550.00	393228	
MIKE LAIRD, ATTORNEY AT LAW	250.00	393266	
OFFICE DEPOT	50.61	393276	
UNITED STATES POSTAL SERVICE	35.32	393345	
GULF COAST AUDIO	7,473.00	393364	
C. HADEN CRIBBS JR., PC	250.00	393427	
COURT MASTER			8,608.93*
LEONARD J. GIBLIN, JR.	3,550.00	393244	
JUDGE LARRY GIST	3,134.90	393245	
VERIZON WIRELESS	51.17	393341	
UNITED STATES POSTAL SERVICE	1.22	393345	
MEDIATION CENTER			6,634.95*
SOUTHEAST TEXAS WATER	52.70	393295	
TRI-CITY COFFEE SERVICE	26.55	393312	
UNITED STATES POSTAL SERVICE	8.09	393345	
WINTER WELDON	52.64	393389	
KARA HAWTHORN	564.34	393422	
TAMMY BOOKER	13.44	393434	
ALTERNATIVE SCHOOL			717.76*

NAME	AMOUNT	CHECK NO.	TOTAL
HERNANDEZ OFFICE SUPPLY, INC.	387.41	393257	
SANITARY SUPPLY, INC.	992.30	393288	
			1,379.71*
SHERIFF'S DEPARTMENT			
GUARDIAN FORCE	108.00	393209	
CITY OF NEDERLAND	30.35	393230	
FED EX	183.91	393241	
HERNANDEZ OFFICE SUPPLY, INC.	43.00	393257	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	652.00	393261	
AT&T	287.51	393296	
CDW COMPUTER CENTERS, INC.	134.28	393335	
DEPARTMENT OF INFORMATION RESOURCES	2.94	393337	
UNITED STATES POSTAL SERVICE	1,219.04	393345	
CODE BLUE	437.00	393373	
TDATA, INC	604.95	393377	
RITA HURT	550.00	393425	
SILSBEE FORD INC	28,852.05	393450	
			33,105.03*
CRIME LABORATORY			
GUARDIAN FORCE	153.00	393209	
FED EX	139.27	393241	
FISHER SCIENTIFIC	152.24	393242	
OFFICE DEPOT	333.45	393276	
HENRY SCHEIN, INC.	546.51	393289	
ULINE SHIPPING SUPPLY SPECIALI	263.59	393313	
INTERNATIONAL ASSN. FOR PROPERTY &	50.00	393334	
CERILLIANT	426.50	393361	
EVIDENT CRIME SCENE PRODUCTS	99.00	393366	
AIRGAS SOUTHWEST	76.00	393394	
LIPOMED	111.00	393414	
RDB SERVICES	500.00	393426	
JULIE HANNON	600.00	393440	
			3,450.56*
JAIL - NO. 2			
AAA LOCK & SAFE	53.00	393203	
MARK'S PLUMBING PARTS	525.37	393206	
TEEX	100.00	393213	
COASTAL WELDING SUPPLY	11.88	393231	
COBURN'S, BEAUMONT BOWIE (1)	299.10	393232	
ECOLAB	399.90	393240	
W.W. GRAINGER, INC.	795.94	393246	
HERNANDEZ OFFICE SUPPLY, INC.	2,484.19	393257	
HYGEIA CHEMICAL CO.	705.84	393259	
M&D SUPPLY	263.54	393267	
OFFICE DEPOT	62.65	393276	
SANITARY SUPPLY, INC.	3,840.94	393287	
SANITARY SUPPLY, INC.	824.78	393288	
AT&T	917.38	393296	
WHOLESALE ELECTRIC SUPPLY CO.	39.33	393319	
WILLBANKS & ASSOCIATES	3,350.00	393320	
WORTH HYDROCHEM	327.00	393321	
COKER DOORS & MOLDING CO.	265.00	393328	
CDW COMPUTER CENTERS, INC.	271.93	393335	
DEPARTMENT OF INFORMATION RESOURCES	.03	393337	
UNIVAR USA, INC.	495.36	393338	
MR. ROOTER PLUMBING	475.00	393343	
LONE STAR UNIFORMS, INC.	627.50	393358	
INTERCONTINENTAL JET CORP	2,953.00	393375	
PORTER-STRAIT INSTRUMENT CO., INC.	2,500.00	393376	
EQUIPMENT DEPOT	31.66	393382	
ADVANCED ELECTRONICS	739.98	393390	
AIRGAS SOUTHWEST	361.18	393394	
WORLD FUEL SERVICES	334.40	393407	
FIVE STAR CORRECTIONAL SERVICE	34,694.91	393413	
A1 FILTER SERVICE COMPANY	737.60	393424	
SAFETY SOURCE APPAREL	557.50	393435	
CONMED INC	264,160.00	393437	
KROPP HOLDINGS INC	1,056.21	393443	
			325,262.10*
JUVENILE PROBATION DEPT.			

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	66.52	393341	
UNITED STATES POSTAL SERVICE	53.02	393345	
JENNIFER SOLANO	112.00	393359	
SHARON STREETMAN	100.80	393381	
			332.34*
JUVENILE DETENTION HOME			
ALL STAR PLUMBING	171.00	393215	
LABATT FOOD SERVICE	2,408.12	393219	
EPS	523.30	393239	
OAK FARM DAIRY	192.90	393330	
FLOWERS FOODS	115.96	393371	
AI FILTER SERVICE COMPANY	183.79	393424	
			3,595.07*
CONSTABLE PCT 1			
CASH ADVANCE ACCOUNT	82.00	393262	
MANNINGS SCHOOL SUPPLY	19.95	393268	
VERIZON WIRELESS	227.94	393341	
UNITED STATES POSTAL SERVICE	54.04	393345	
COLEY "NICK" SALEME	41.00	393453	
			424.93*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	393341	
CODE BLUE	978.00	393373	
			1,091.97*
CONSTABLE-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.04	393337	
VERIZON WIRELESS	113.97	393341	
			114.01*
CONSTABLE-PCT 6			
GALL'S, INC.	37.00	393243	
VERIZON WIRELESS	113.97	393341	
UNITED STATES POSTAL SERVICE	29.61	393345	
THOMSON REUTERS-WEST	254.00	393438	
			434.58*
CONSTABLE PCT. 7			
DEPARTMENT OF INFORMATION RESOURCES	.07	393337	
VERIZON WIRELESS	113.97	393341	
			114.04*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	393341	
			113.97*
COUNTY MORGUE			
ISI COMMERCIAL REFRIGERATION	372.85	393260	
			372.85*
AGRICULTURE EXTENSION SVC			
TERRIE S. LOONEY	130.20	393205	
OFFICE DEPOT	376.01	393276	
TCAAA	250.00	393298	
UNITED STATES POSTAL SERVICE	8.93	393345	
TRACTOR SUPPLY CO	13.98	393383	
AMERICAN ASSOC OF FAMILY AND	145.00	393428	
EMILEE BEAN	327.19	393445	
			1,251.31*
HEALTH AND WELFARE NO. 1			
NSO - NURSES SERVICE ORGANIZATION	216.00	393208	
CITY OF BEAUMONT	40.00	393216	
BROUSSARD'S MORTUARY	1,123.73	393224	
UNITED STATES POSTAL SERVICE	59.04	393345	
			1,438.77*
HEALTH AND WELFARE NO. 2			
PHYSICIAN SALES & SERVICE, INC.	172.20	393280	
AT&T	29.40	393296	

NAME	AMOUNT	CHECK NO.	TOTAL
TIME WARNER COMMUNICATIONS	74.97	393305	
HEB - PORT ARTHUR	71.57	393392	
			348.14*
CHILD WELFARE UNIT			
DISA, INC.	493.00	393238	
TARGET STORES DIVISION	6,758.42	393339	
BEAUMONT OCCUPATIONAL SERVICE, INC.	666.05	393351	
J.C. PENNEY'S	5,734.54	393352	
SEARS COMMERCIAL CREDIT	2,508.89	393353	
S&M FAMILY OUTLET	388.05	393355	
ERNESTO MIRANDA PAYEE	20.00	393446	
DAISY MIRELES PAYEE	20.00	393447	
			16,588.95*
ENVIRONMENTAL CONTROL			
AT&T	29.46	393296	
DEPARTMENT OF INFORMATION RESOURCES	.43	393337	
			29.89*
INDIGENT MEDICAL SERVICES			
CDW COMPUTER CENTERS, INC.	508.28	393335	
CARDINAL HEALTH 110 INC	29,198.47	393441	
			29,706.75*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	393340	
			150.00*
MAINTENANCE-BEAUMONT			
GUARDIAN FORCE	72.00	393209	
BINSWANGER GLASS CO.	20.16	393223	
CITY OF BEAUMONT - WATER DEPT.	8,192.53	393229	
COBURN'S, BEAUMONT BOWIE (1)	15.62	393232	
ENTERGY	44,435.82	393248	
ENTERGY	396.56	393249	
ENTERGY	1,563.10	393250	
ENTERGY	240.79	393251	
ENTERGY	2,274.51	393252	
ENTERGY	807.82	393253	
ENTERGY	4,974.39	393254	
KINDRA, DBA J&R SERVICES	248.00	393264	
M&D SUPPLY	119.96	393267	
MCCOWN PAINT & SUPPLY OF TEXAS	66.45	393269	
ACE IMAGEWEAR	187.90	393291	
AT&T	211.11	393296	
DEPARTMENT OF INFORMATION RESOURCES	7,031.59	393337	
OTIS ELEVATOR COMPANY	2,756.00	393370	
NATIONAL PUMP & COMPRESSOR	911.74	393398	
FIRETROL PROTECTION SYSTEMS, INC.	232.00	393400	
A1 FILTER SERVICE COMPANY	732.70	393424	
			75,490.75*
MAINTENANCE-PORT ARTHUR			
AT&T	1,263.24	393296	
DEPARTMENT OF INFORMATION RESOURCES	4.08	393337	
TEXAS GAS SERVICE	321.09	393367	
			1,588.41*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	116.05	393230	
ENTERGY	408.66	393248	
FRED MILLER STORES	365.45	393271	
RITTER @ HOME	81.55	393285	
ACE IMAGEWEAR	27.91	393291	
NEDERLAND HARDWARE SUPPLY	29.69	393317	
DEPARTMENT OF INFORMATION RESOURCES	.14	393337	
			1,029.45*
SERVICE CENTER			
A-LINE FRONT END & BRAKE	78.50	393212	
HIGHTECH SIGNS	62.83	393258	
KINSEL FORD, INC.	443.13	393265	

NAME	AMOUNT	CHECK NO.	TOTAL
M&D SUPPLY	21.38	393267	
PHILPOTT MOTORS, INC.	1,275.15	393279	
SAM'S WESTERN WEAR, INC.	209.94	393286	
TRI-CON, INC.	1,086.40	393311	
NEDERLAND HARDWARE SUPPLY	19.14	393317	
ORANGE COUNTY ASSOCIATION FOR	275.00	393324	
DEPARTMENT OF INFORMATION RESOURCES	.04	393337	
VERIZON WIRELESS	42.02	393341	
PETROLEUM TRADERS CORPORATION	26,431.37	393342	
FIRST CALL	52.50	393360	
BUMPER TO BUMPER	334.38	393374	
AMERICAN TIRE DISTRIBUTORS	2,245.40	393399	
UNIFIRST HOLDINGS INC	22.23	393406	
MIGHTY OF SOUTHEAST TEXAS	88.13	393423	
EASTEX PRESSURE WASHERS	363.00	393429	
VETERANS SERVICE			33,050.54*
UNITED STATES POSTAL SERVICE	12.00	393345	
			12.00*
MOSQUITO CONTROL FUND			626,247.01**
CITY OF NEDERLAND	27.00	393230	
MUNRO'S	98.95	393272	
NOACK LOCKSMITH	17.25	393273	
OFFICE DEPOT	183.63	393276	
PHILPOTT MOTORS, INC.	28.75	393279	
SHERWIN-WILLIAMS	27.27	393292	
TIME WARNER COMMUNICATIONS	47.08	393301	
S.E. TEXAS AUTO EQUIPMENT	133.20	393325	
FASTENAL	41.57	393333	
DEPARTMENT OF INFORMATION RESOURCES	.39	393337	
MCGRIFF, SEIBELS & WILLIAMS OF TX	15,750.00	393363	
AERO PERFORMANCE	813.24	393452	
LAW LIBRARY FUND			17,168.33**
THOMSON REUTERS-WEST	8,362.29	393438	
EMPG GRANT			8,362.29**
CASH ADVANCE ACCOUNT	811.89	393262	
VERIZON WIRELESS	102.25	393340	
JUVENILE TJPC-A-2014-123			914.14**
CASH ADVANCE ACCOUNT	441.55	393262	
CLINICAL PATHOLOGY LABORATORIES INC	435.00	393420	
JOSH CUYOS	37.52	393455	
JUVENILE PROB & DET. FUND			914.07**
VERIZON WIRELESS	32.02	393341	
IV-E FOSTER CARE			32.02**
VERIZON WIRELESS	32.02	393341	
COMMUNITY SUPERVISION FND			32.02**
COCOMO JOE'S	75.30	393234	
CASH ADVANCE ACCOUNT	600.00	393262	
OFFICE DEPOT	961.69	393276	
SASSI INSTITUTE	1,519.00	393323	
DEPARTMENT OF INFORMATION RESOURCES	2.97	393337	
VERIZON WIRELESS	161.11	393341	
UNITED STATES POSTAL SERVICE	94.75	393345	
THE CHANGE COMPANIES	464.94	393356	
CLASSIC FORMS AND PRODUCTS	699.32	393368	
JCCSC	108.00	393417	
JEFF. CO. WOMEN'S CENTER			4,687.08**

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF BEAUMONT - WATER DEPT.	715.44	393229	
ENTERGY	1,683.92	393254	
KIM MCKINNEY, LPC, LMFT	350.00	393270	
SYSCO FOOD SERVICES, INC.	1,014.73	393297	
TIME WARNER COMMUNICATIONS	8.29	393302	
TEXAS ASSN. OF COUNTIES - RISK	473.00	393307	
ZEE MEDICAL SERVICE	115.81	393322	
DEPARTMENT OF INFORMATION RESOURCES	1.97	393337	
VERIZON WIRELESS	32.02	393341	
BEN E KEITH FOODS	682.60	393372	
ATTABOY TERMITE & PEST CONTROL	50.00	393404	
ROCHESTER ARMORED CAR CO INC	121.64	393416	
SAM'S CLUB DIRECT	237.05	393433	5,486.47**
COMMUNITY CORRECTIONS PRG			
CASH ADVANCE ACCOUNT	150.00	393262	
JANICE M. NOLAN TOBIAS	67.20	393309	217.20**
LAW OFFICER TRAINING GRT			
THE PRODUCTIVITY CENTER	200.00	393347	200.00**
COUNTY CLERK - RECORD MGT			
AT&T	110.72	393296	110.72**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	.81	393345	
SHI GOVERNMENT SOLUTIONS, INC.	328.20	393349	
PCM-G	788.40	393403	1,117.41**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	113.97	393341	113.97**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	1,704.35	393254	
CASH ADVANCE ACCOUNT	1,214.70	393262	
MUNRO'S	123.25	393272	
TIME WARNER COMMUNICATIONS	100.65	393303	
TRI-CITY COFFEE SERVICE	56.20	393312	
DEPARTMENT OF INFORMATION RESOURCES	4.34	393337	
VERIZON WIRELESS	37.99	393341	
UNITED STATES POSTAL SERVICE	5.49	393345	
STARS OVER TEXAS SOFTBALL	850.00	393385	
TOP DOG SOFTBALL CLUB	800.00	393396	
CMS IP TECHNOLOGIES	169.00	393405	
GT BASEBALL	2,825.00	393431	7,890.97**
CRIME LAB FUNDING CJD			
PCM-G	360.00	393403	360.00**
CAPITAL PROJECTS FUND			
SHIRLEY & SONS CONSTRUCTION CO, INC	275,413.15	393348	275,413.15**
TCEQ-CHEEK 1ST TIME SEWER			
T. JOHNSON INDUSTRIES, INC.	26,877.46	393263	26,877.46**
2012 REFUNDING BONDS			
THE BANK OF NEW YORK MELLON	500.00	393439	500.00**
AIRPORT FUND			
FJORD AVIATION FUELING	246.60	393214	
CITY OF NEDERLAND	472.64	393230	
COBURN'S GROVES (5)	35.11	393233	

NAME	AMOUNT	CHECK NO.	TOTAL
DRIVESHAFT SPECIALTY, INC.	279.03	393237	
NOACK LOCKSMITH	4.50	393273	
SETZER HARDWARE, INC.	129.77	393290	
TRI-CITY COFFEE SERVICE	256.80	393312	
NEDERLAND HARDWARE SUPPLY	29.13	393317	
WHITE TUCKER COMPANY INC	13.21	393318	
DEPARTMENT OF INFORMATION RESOURCES	.27	393337	
VERIZON WIRELESS	75.98	393341	
LOWE'S HOME CENTERS, INC.	750.35	393354	
HLAVINKA EQUIPMENT COMPANY	345.18	393387	
PAX SUPPLY	77.01	393388	
ASCENT AVIATION GROUP INC	26,390.37	393397	
COMPASS BANK ESCROW AGENT	197,000.00	393401	
LAMAR ADVERTISING	2,616.00	393402	
ADVANCE AUTO PARTS	16.65	393436	
			228,738.60**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	35,090.82	393412	
			35,090.82**
SHERIFF'S FORFEITURE FUND			
ISI COMMERCIAL REFRIGERATION	434.41	393260	
			434.41**
PAYROLL FUND			
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,243.31	393362	
			2,243.31**
GUARDIANSHIP FEE			
JERRY JOHN BRAGG	200.00	393409	
			200.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,320.00	393391	
			2,320.00**
MARINE DIVISION			
RITTER @ HOME	372.58	393285	
DEPARTMENT OF INFORMATION RESOURCES	202.24	393337	
SIERRA SPRING WATER CO. - BT	52.23	393346	
			627.05**
			1,309,036.62***



RECEIVED
APR 25 2014

SHANE PHELPS, P.C.

Shane Phelps
Board Certified in Criminal Law
Shane@ShanePhelpsLaw.com

Donnie Andreski
Attorney at Law
Donnie@ShanePhelpsLaw.com

April 24, 2014

To Patrick

The Honorable Jeff Branick
County Judge, Jefferson County
Jefferson County Courthouse
1149 Pearl Street
Beaumont, Texas 77701

By fax to (409) 839-2311

Re: *Eric Heilman v. Jefferson County, City of Beaumont, The Beaumont Chief of Police,
and Shane Phelps; Cause No. E195455; 172nd District Court*

Dear Judge Branick:

Mr. Icenogle advises me that his fee would be \$250 an hour and he would require a \$2,000 retainer. If you need anything further, please let me know. Thank you again for your help in this matter.

Respectfully,

Shane Phelps
Criminal District Attorney Pro Tem

CC: Mr. Cory Crenshaw
Criminal District Attorney



**COUNTY & DISTRICT CLERKS'
ASSOCIATION OF TEXAS**

Certificate of Completion Awarded to

**Carolyn Guidry
Jefferson County Clerk**

For completing the required 20 Hours of Continuing Education for 2013 as prescribed in

Section 51.605 of the Texas Government Code.

In witness therefore, recognition is hereby made this January 2014.

Teresa Kiel

Teresa Kiel, President

Diane Hoefling

Diane Hoefling, Vice President



JEFF R. BRANICK
County Judge

Jefferson County Courthouse
P.O. Box 4025
Beaumont, TX 77704

Beaumont (409) 835-8466
Pt. Arthur (409) 727-2191 Ext. 8466
Facsimile (409) 839-2311

May 5, 2014

Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Reporting Section
P.O. Box 12019
Austin, TX 78711-2019

Re: Request for Unclaimed Capital Credits

Sirs,

I am writing as the County Judge of Jefferson County and I have been authorized by our County Commissioners Court to apply for an allocation of a portion of the unclaimed capital credits from electric cooperatives back to counties in cooperatives' service areas.

The Jefferson County tax identification number is 74-6000291.

We are seeking this allocation in compliance with the provisions of Sec. 381.004 of Texas Local Government Code to fund community and economic development programs in accordance with our adopted economic development program. I would appreciate your consideration of this claim and request that you contact Fred Jackson in my office with your response.

Sincerely,

Honorable Jeff Branick



PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the ____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Proclamation was adopted:

Drug Court Month

- WHEREAS,** this year marks the 25th anniversary of the nation's first Drug Court, and
- WHEREAS,** over the past 25 years Drug Courts have served over 1.4 million individuals; and
- WHEREAS,** Drug courts are now recognized as the most successful criminal justice intervention in our nation's history; and
- WHEREAS;** Drug Court save up to \$27 for every dollar invested and produce up to \$13,000 for every individual they serve; and
- WHEREAS,** 75% of The Drug Court graduates will never see another pair of handcuffs; and
- WHEREAS,** Drug Court significantly improved substance abuse treatment outcome, substantially reduced drug abuse, child abuse, crime, and do so at less expense than any other justice strategy; and
- WHEREAS,** Drug Courts facilitate communitywide partnerships, bringing together public safety and public health professionals in the fight against drug abuse, child abuse and criminality; and
- WHEREAS,** there are now 2840 Drug Courts nationwide; and
- WHEREAS,** Drug Courts are the cornerstone of criminal justice reform sweeping the nation; and
- WHEREAS,** the extraordinary expansion of Drug Courts and the principles and practices of 25 years ago has helped cause 40 years of escalating prison populations to decline; and
- WHEREAS,** Drug Courts demonstrate that when one person rises out of drugs and crime we all rise; and
- WHEREAS,** the time has come to put a Drug Court within reach of every eligible person in need.

THEREFORE, BE IT RESOLVED, that Jefferson County Commissioners Court declares that a **Drug Court Month** be established during the Month of May, 2014, recognizing the practitioners and participants who make drug courts work and the significant contributions that drug courts have made, and continue to make, in reducing drug usage and crime.

SIGNED this ____ day of _____, 2014

JUDGE JEFF R. BRANICK
 County Judge

COMMISSIONER EDDIE ARNOLD
 Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3

COMMISSIONER BRENT A. WEAVER
 Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4



PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS' COURT
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the ____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Proclamation was adopted:

NATIONAL TRAVEL AND TOURISM WEEK

WHEREAS, travel matters to the nation's economic prosperity and its image abroad to business wealth and to individual travelers;

WHEREAS, direct travel spending in Texas totaled more than \$67 billion in 2013, an increase of 3% over 2012;

WHEREAS, travel directly supported 599,000 jobs and generated \$4.7 billion in state and local taxes and supported jobs across many industry sectors including leisure and hospitality, transportation, retail trade, services, finance, real estate, construction, insurance, government and others.

WHEREAS, Texas hotels collected an estimated \$8.8 billion in revenues in 2013, an increase of 9% over 2012, with more than 93 million room nights sold across the state.

WHEREAS, domestic visitor travel increased 6% over 2012 with an estimated 233.5 million domestic travelers and 8.2 million international travelers visited Texas with direct travel spending of \$5.3 billion in 2012.

WHEREAS, leisure travel, which accounts for more than three quarters of all trips take in the United States, supports our region's arts, entertainment, and recreation sectors of tourism and spurs local job creation.

WHEREAS, travel spending in our region enhances the lives of local residents through sales taxes paid by out-of-town guests, thereby decreasing residents taxes to cover services enjoyed by all.

WHEREAS, travel is a catalyst that moves the local economy forward and builds on the visitor amenities and experiences available for travelers and local residents.

NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas does hereby proclaim **May 3-11, 2014** to be **National Travel and Tourism Week** and we encourage you all to visit the attractions and opportunities our area has to offer.

Signed this ____ day of _____, 2014.

JUDGE JEEF R. BRANICK
 County Judge

COMMISSIONER EDDIE ARNOLD
 Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3

COMMISSIONER BRENT A. WEAVER
 Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4

**AGENDA ITEM****May 5, 2014**

Consider, possibly approve, and authorize the County Judge to execute a Stipulated Amendment to the Abatement Agreement between Huntsman Petrochemical LLC and Jefferson County which was executed September 13, 2013.

Jeff R. Branick
County Judge



Fred L. Jackson
Attorney

Jefferson County Courthouse
P.O. Box 4025
Beaumont, TX 77704

Beaumont (409) 835-8466
Pt. Arthur (409) 727-2191 Ext. 8466
Facsimile (409) 839-2311

Mr. Blas Ortiz
Tax Consultant
Popp Hutcheson PLLC
Four Barton Skyway
1301 South Mopac, Suite 430
Austin, TX 78746

Re: Huntsman Petrochemical LLC Abatement Agreement

Blas,

I was just advised that our reference, in Section 3 of the Abatement Agreement regarding "Certified Appraisal Value" conflicts with the "Base Year Value", and the "Taxable Value" described in our Abatement Policy. Our Abatement policy clearly indicates that the "Base Year Value" as used means the "Taxable Value" of all industrial reality improvements of the OWNER and/or its AFFILIATES which are located with in the County (JCAD) for the tax period beginning January 1, in the year when all parties have executed the abatement agreement.

Our agreement limited the base year value to the property located "within the new reinvestment zone" and since our abatements must, pursuant to Sec. 312.002(a) of the Texas Property Tax Code, conform to our Abatement Policy, I would suggest that we execute a letter of agreement to correct this.

I am requesting that Huntsman agree to the revisions outlined on the enclosed Amendment. If that is acceptable please have this executed and returned to me for filing with the County Clerk and the Jefferson County Appraisal District.

Sincerely yours,

Fred L. Jackson

Stipulated Amendment to Abatement Agreement between Huntsman Petrochemical LLC and Jefferson County Approved July 1, 2013 and Executed September 13, 2013:

Section 3 of the Agreement, DEFINITIONS. The definition of Base Year Value, which current reads as follows:

"Base Year Value" as used herein shall mean the "Taxable Value" of all industrial realty improvements of the OWNER and/or its Affiliates which are located within the Huntsman Reinvestment Zone as of January 1, 2013."

Shall be amendment to read as follows:

"Base Year Value" as used herein shall mean the "Taxable Value" of all industrial realty improvements of the OWNER and/or its Affiliates which are located within Jefferson County as of January 1, 2013 and which are listed on Exhibit "F" attached hereto"

Section 9 of the Agreement, ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE, which currently reads as follows:

"The Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2013, as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County Appraisal District, will be attached hereto and incorporated herein when same is adopted by the Jefferson County Appraisal District."

Shall be amended to read as follows:

"The Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2013, as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure Event. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County Appraisal District, will be attached hereto and incorporated herein when same is adopted by the Jefferson County Appraisal District."

Exhibit B to the Agreement, which refers to Base Year Property and currently reads as follows:

"The proposed Reinvestment Zone contains improvements. This certified appraisal value will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District."

Shall be amended to refer to "Base Year Value" (rather than Base Year Property), and to read as follows:

"This certified base year taxable appraisal value will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District."

Signed this _____ day of _____, 2014

Jeff R. Branick, County Judge
Jefferson County, Texas

Dan Kemp
Huntsman Petrochemical LLC

RIGHT OF WAY AGREEMENT

STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS
COUNTY OF JEFFERSON	§	

THAT the undersigned (hereinafter called "Grantor," whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and WARRANT unto AIR LIQUIDE LARGE INDUSTRIES U.S. LP, (hereinafter called "Grantee"), a Delaware limited partnership, whose address is 2700 Post Oak Boulevard, Suite 325, Houston, Texas 77056, its successors and assigns, an exclusive, perpetual Right of Way and easement for the purpose of laying, constructing, maintaining, protecting, operating, repairing, replacing, resizing and removing one or more pipelines, with all incidental equipment for the transportation of gaseous oxygen, nitrogen, hydrogen or any other atmospheric gases or substances which can be transported through a pipeline and other appurtenances necessary for the operation of pipelines on, over, across and through the lands of Grantor, situated in the County of Jefferson, State of Texas and more particularly described on Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof (hereinafter referred to as the "Right of Way"), together with all other rights necessary for the full enjoyment and use of the rights, privileges and Right of Way hereby granted, which shall have a temporary width of ninety feet (90') during construction, except at roads, creeks, rivers, railroads or other crossings where additional work space may be necessary. After initial construction has been completed, the Right of Way shall revert to a permanent width of thirty feet (30').

Grantee shall also have the right of ingress and egress over and across the Right of Way and the adjacent lands of the Grantor for all purposes incident to said grant. As used herein, the term "Pipeline" shall also include such surface or subsurface pipeline appurtenances and facilities (including metering equipment, markers, valve sites, and cathodic protection devices with the right to fence a reasonable area surrounding such installations) as are necessary for the operation or maintenance of said pipeline, and all electric power and communications equipment installed in connection therewith.

TO HAVE AND TO HOLD the Right of Way unto AIR LIQUIDE LARGE INDUSTRIES U.S. LP, its successors and assigns, for so long as the Right of Way is intended for use for the purposes stated above and until it is released by recordable instrument; and Grantor hereby binds Grantor and Grantor's heirs, personal representatives and assigns to warrant and forever defend all and singular the Right of Way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The terms and conditions of this Agreement are as follows:

1. Grantee shall fully restore and level the surface of the Right of Way to the extent reasonable practical to the same condition as existed prior to any such operations so that there shall not be any permanent mounds, ridges, sinks, or trenches along the Right of Way.

2. Grantee shall fully restore all private roads, drainage and irrigation ditches and canals disturbed by Grantee's construction operations to their condition prior to such construction, to the extent reasonable practical, and during construction shall provide Grantor access across the Right of Way where the same crosses private roads.

3. All fences that may be cut or disturbed by Grantee shall be repaired by Grantee in a good and workmanlike manner. Before a fence is cut by Grantee, the fence shall be properly supported on either side of the contemplated opening by suitable posts and braces, and gaps capable of preventing the passage of livestock shall be provided at fence openings made by Grantee. In the event that the trench excavated for the installation of the Pipeline should interfere with the normal use of the land situated on either side of the ninety foot (90') wide construction Right of Way granted hereunder, Grantee shall construct temporary cross-overs over said trench for Grantor's use.

4. Grantee shall bury the pipeline(s) to a minimum depth of forty-eight inches (48") between the top of the pipe and the present ground level.

5. Grantee shall pay a reasonable amount for any damage to growing crops, fences, trees, livestock, plowed lands, irrigation installations and other improvements on the Right of Way which may arise from the exercise by Grantee of the rights herein granted.

6. Grantor, his respective heirs, personal representatives, successors and assigns, reserves all oil, gas and minerals on and under the Right of Way and the right to remove the same therefrom; provided, Grantor shall not drill or operate for minerals on the surface of the Right of Way and hereby waives all surface rights with respect to the Right of Way, except as otherwise expressly provided herein. This Right of Way is also subject to any and all outstanding mineral and/or royalty reservations, including any valid oil, gas or mineral leases on the Right of Way of record.

7. Grantee, its successors and assigns, agrees to conform to all laws regarding pipeline safety and shall hold Grantor, its agents, personal representatives, successors and assigns, harmless from any and all claims and causes of action by reason of persons killed or injured and property damaged or destroyed and which deaths, injuries and/or damages to the extent arising from the negligent acts or willful misconduct of Grantee in its use and operation of the Pipeline on the Right of Way. **IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, IN CONTRACT OR TORT, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY TYPE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF PROFITS WHETHER OR NOT DUE TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF A PARTY (INCLUDING THE PARTY AGAINST WHOM THE CLAIM IS MADE) OR THE PARTIES. GRANTEE HEREBY RELEASES, INDEMNIFIES AND HOLDS GRANTOR HARMLESS OF AND FROM ANY AND ALL DAMAGES AND EXPENSES FOR LOSS OR INJURY TO PERSONS OR PROPERTY THAT MAY BE CAUSED BY GRANTEE, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR CONTRACTORS AND SUBCONTRACTORS WHILE PERFORMING ITS ACTIVITIES ON OR ABOUT GRANTOR'S PREMISES. GRANTEE INDEMNIFIES AND HOLDS GRANTOR HARMLESS OF AND FROM ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION FOR INJURY, DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S ACTIVITIES, USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S CONCURRENT NEGLIGENCE.**

8. Grantor hereby reserves the right to farm, graze and otherwise use the Right of Way in any manner that will not prevent or interfere with the exercise by Grantee of its rights hereunder, provided, however, that Grantor shall not construct nor permit to be constructed, any house, building, improvements, reservoir, or other obstructions within the permanent Right of Way, without the express prior consent of the Grantee, which consent shall not be unreasonably withheld. Additionally, Grantee shall have the right from time to time to cut all trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and Right of Way herein granted.

9. Grantee may assign the rights herein granted in whole or in part, and the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

10. Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands

covered by this Right of Way Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

11. It is mutually agreed and understood that this Agreement, as written, covers all the agreements and stipulations between the parties hereto, and that no representations or statements, oral or written, have been made modifying, adding to, or changing the terms hereof.

12. Grantee's acceptance of delivery of this Agreement shall evidence Grantee's agreement to all the terms and provisions of this Agreement to the same extent as though Grantee had executed this Agreement.

Executed and effective as of this _____ day of _____, 2014.

GRANTOR:

JEFFERSON COUNTY

BY _____

Name: _____

Title: _____

Acknowledgement

STATE OF TEXAS

§
§
§

COUNTY OF JEFFERSON

This instrument was acknowledged before me on _____ day of _____,
2014, by _____, as _____ of Jefferson County.

Notary Public, State of Texas

Exhibit "A"

CENTERLINE DESCRIPTION
PIPELINE EASEMENT
JEFFERSON COUNTY
JEFFERSON COUNTY, TEXAS

Being a centerline description of a pipeline easement across a called 32.202-acre tract and a called 138.568-acre tract of land situated in the William McFaddin Survey, Abstract No. 415 and the T. & N.O. R.R. Co. Survey, Abstract No. 242 of Jefferson County, Texas, said 32.202-acre tract being described in Document Number 2001008588 of the Official Public Records of Jefferson County, Texas, said 138.568-acre tract being described in Document Number 2001008588 of the Official Public Records of Jefferson County, Texas, said pipeline easement being 10 feet North and 10 feet South of the herein described centerline, said centerline being more particularly described as follows:

All bearings are referenced to the west line of said 138.568-acre tract.

BEGINNING at a point on the East property line of said 32.202-acre tract, said East line also being the West property line of a called 51.785-acre tract of land as described in Document Number 2008027571 of the Official Public Records of Jefferson County, Texas, from said point of beginning a 5/8" iron rod found marking the northwest corner of said 51.785-acre tract and also being on the east property line of said 32.202-acre tract bears N 16°28'12" W, a distance of 641.56 feet;

THENCE N 56°24'44" W, a distance of 392.67 feet to a point;

THENCE N 46°52'46" W, a distance of 206.48 feet to a point;

THENCE N 60°59'26" W, at a distance of 45.84 feet passing the West property line of said 32.202-acre tract and the East property line of said 138.568-acre tract, continuing for a total distance of 1,616.99 feet to the POINT OF ENDING of the herein described centerline, said point being on the West property line of said 138.568-acre tract, said West property line also being the East property line of C. Doornbos A & B, L.P. Tract Number 3 as described in Document Number 2008001324 of the Official Public Records of Jefferson County, Texas, from said point of ending a 5/8" iron rod found marking the South corner of said 135.568-acre tract bears S 16°28'44" E, a distance of 3,383.37 feet.

Centerline being 2,216.14 feet or 134.31 rods in length.

Area of permanent easement containing 44,323 square feet or 1.02 acres.

March 28, 2014



Marc C. Ouellette – R.P.L.S. No. 5877
2310 Owen Street, Alvin, Texas 77511

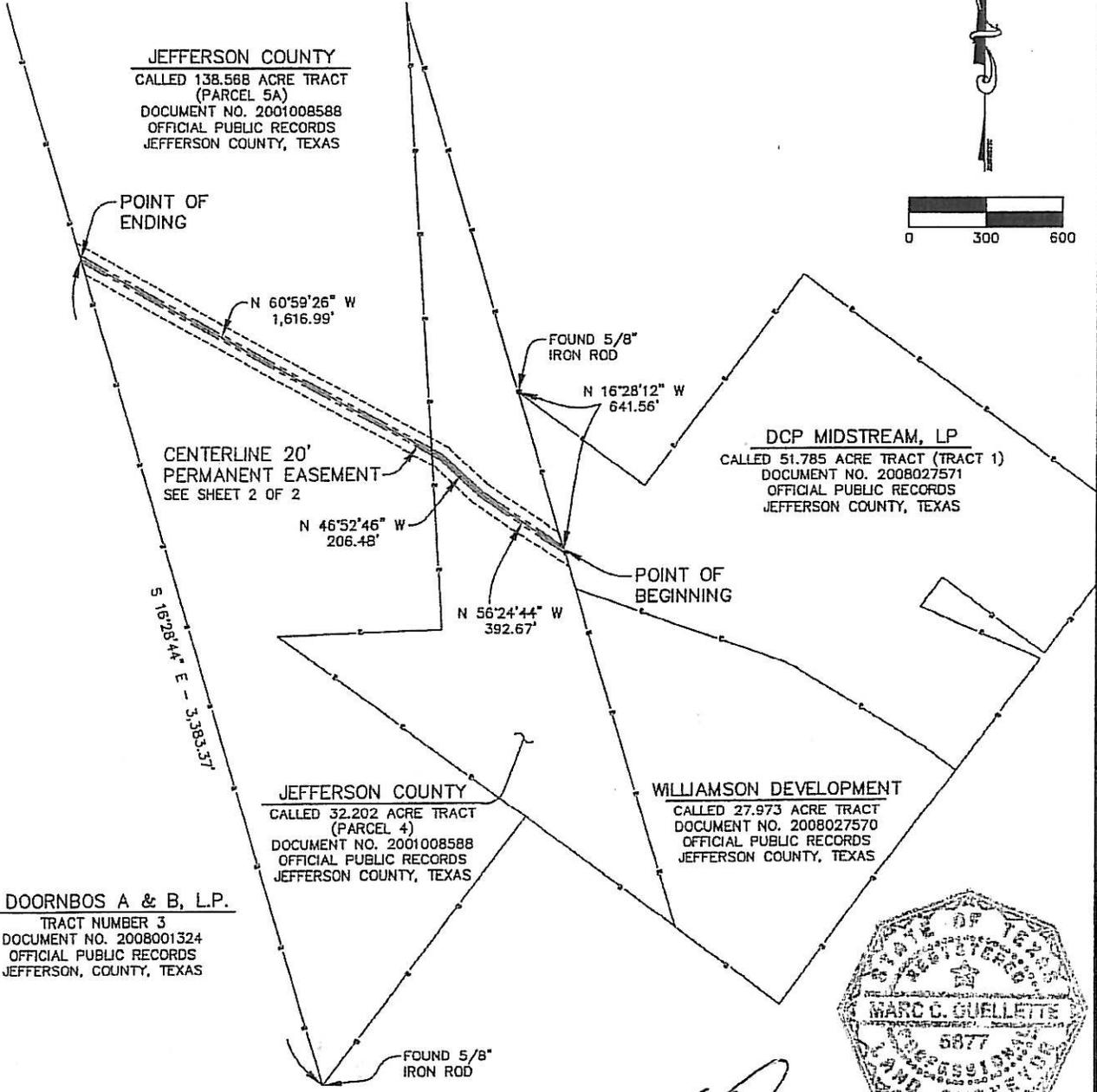


EXHIBIT "B"

JEFFERSON COUNTY, TEXAS

WILLIAM McFADDIN SURVEY, A-415

T. & N.O. R.R. CO. SURVEY, A-242

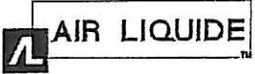


BEARINGS BASED UPON THE WEST PROPERTY LINE OF 138.568 ACRE TRACT.
 CENTERLINE LENGTH: 2,216.14 FEET OR 134.31 RODS.
 AREA OF PERMANENT EASEMENT: 44,323 SQUARE FEET OR 1.02 ACRES.
 AREA OF TEMPORARY WORKSPACE: 155,129 SQUARE FEET OR 3.56 ACRES.

Marc C. Guellette
 MARC C. GUELLETTE - R.P.L.S. No. 5877
 2310 OWEN STREET, ALVIN, TEXAS 77511



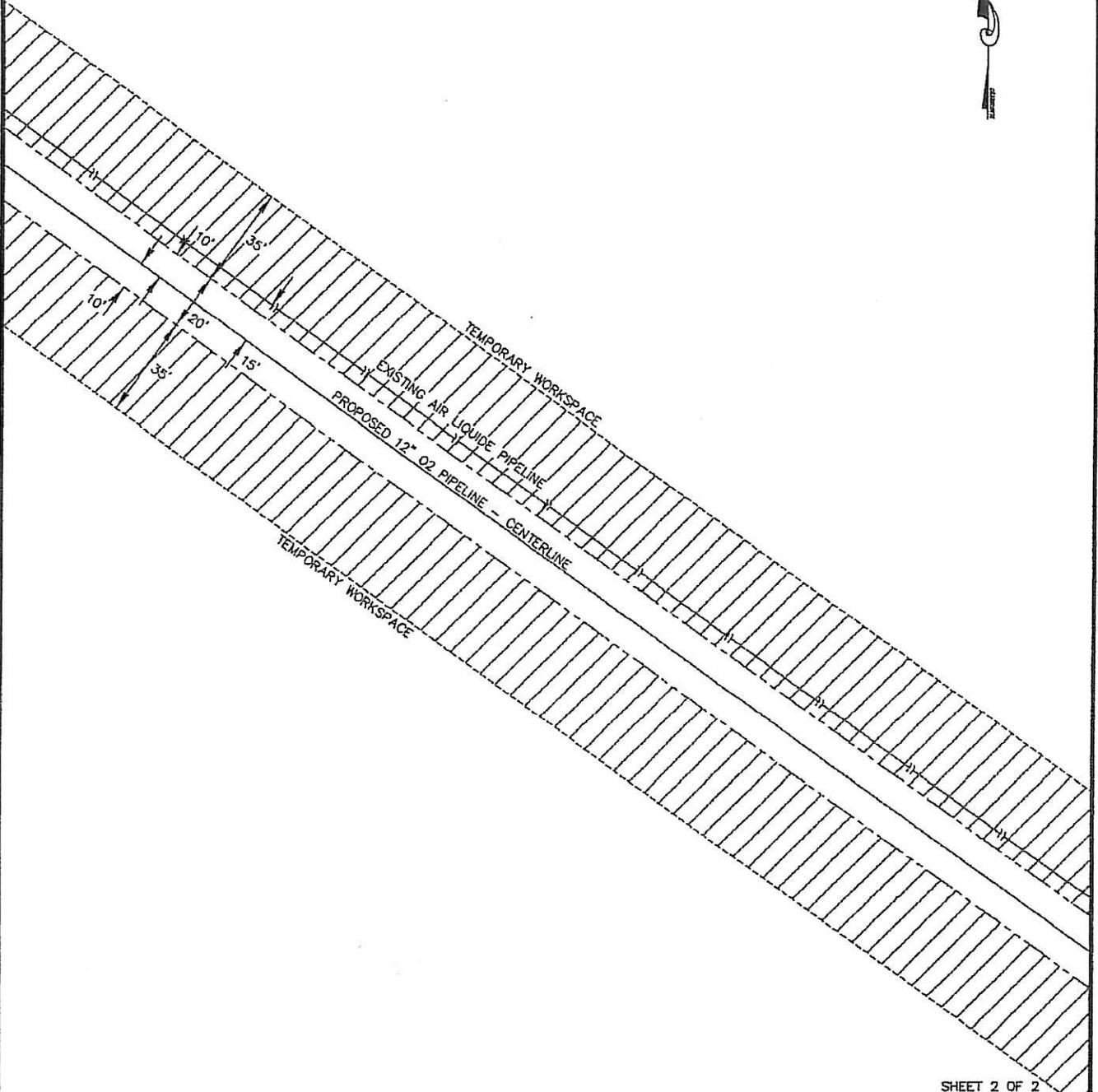
SHEET 1 OF 2

REVISION			DATE	 AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	FILE & DISK
NO.	DATE	BY	03-28-2014		SCALE 1" = 600'
1.			DRAWN BY MCO-2M		JOB NO. 201302308
2.			CHECKED		DWG. NO. 005-APP-4009
3.			APP'D		
4.					

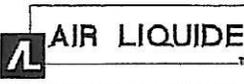
PIPELINE EASEMENT
 JEFFERSON COUNTY
 JEFFERSON COUNTY, TEXAS

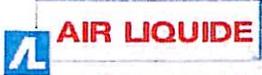
EXHIBIT "B"

JEFFERSON COUNTY, TEXAS
 WILLIAM McFADDIN SURVEY, A-415
 T. & N.O. R.R. CO. SURVEY, A-242

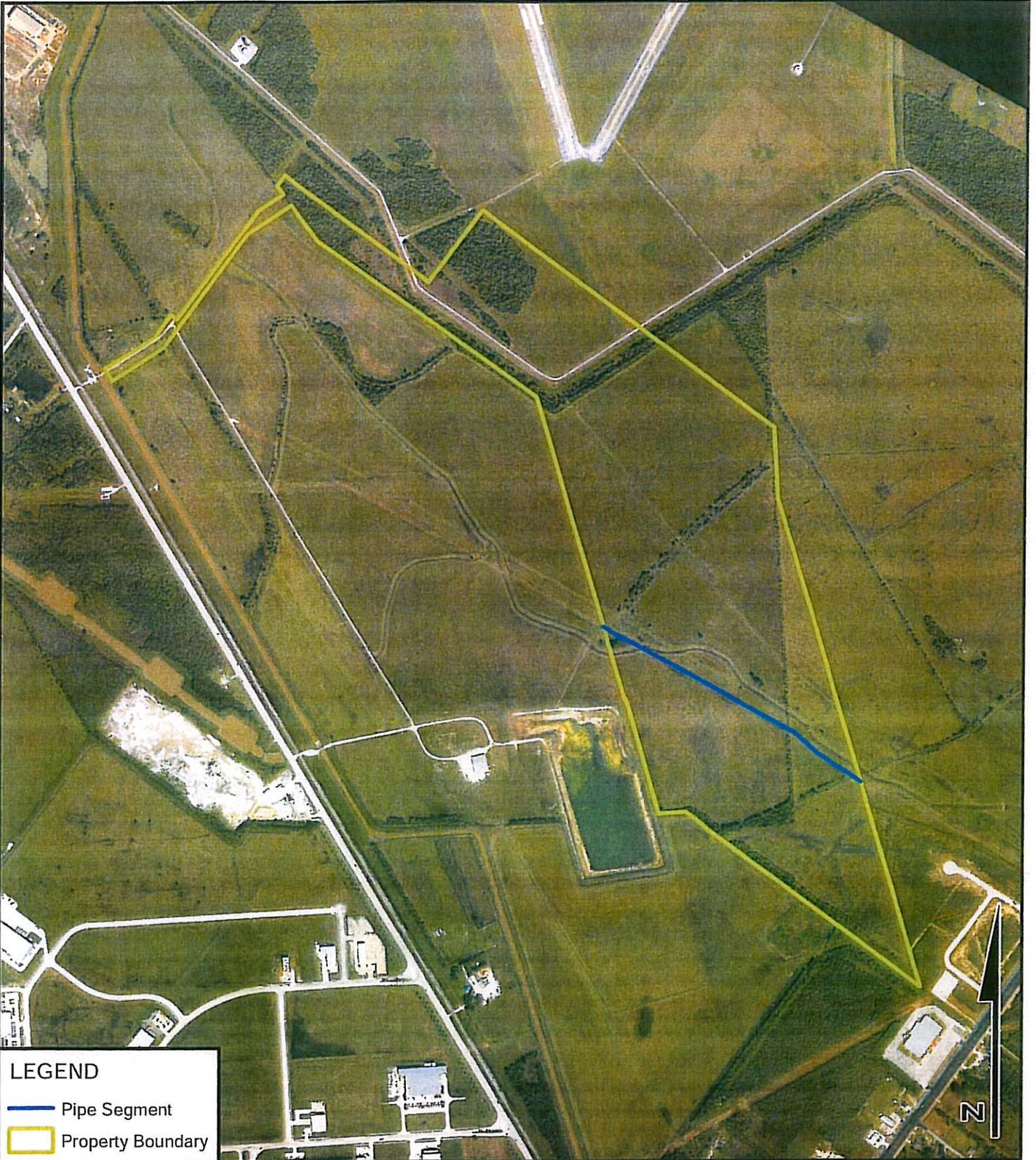


SHEET 2 OF 2

REVISION			DATE		AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	FILE & DISK
NO.	DATE	BY	03-28-2014			SCALE 1" = 600'
1.			DRAWN BY	PIPELINE EASEMENT JEFFERSON COUNTY JEFFERSON COUNTY, TEXAS	JOB NO. 201302308	
2.			MCO-2M		DWG. NO.	
3.			CHECKED		005-APP-4009	
4.			APP'D			



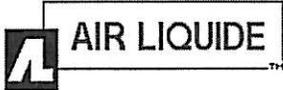
JEFFERSON COUNTY



LEGEND

- Pipe Segment
- Property Boundary

Owner: JEFFERSON COUNTY	Segment Length (ft): 2215.16	1 inch = 940 feet
County: JEFFERSON	Parcel ID: 000074060	
Legal: LT 7 TR2 BLK 16 RG M LT 2 TR 2 LT 3 TR 4 LT 4 TR 6	Date: 1/9/2014	
Acct Number: 049400000049950000004	ACE: 20130238	Page 11 of 32



DATE: 4/23/2014

Project #: 201401182

Project Name: Air Liquide LMA EXPANSION

Number of Pipelines: 1

Pipeline Easement and Right-of-Way Consideration Calculation Sheet Proposal

Tract No. 2

Landowner Name: JEFFERSON COUNTY

Permanent Easement:	<u>134.31</u> Rods	<u>\$850</u> \$/Rod =	<u>\$114,163.50</u> Easement Cost
Width	<u>20</u> Ft. X	<u>2216</u> Ft. Length =	<u>44,322</u> Sq. Ft. Easement
Temporary Easement:	<u>134.31</u> Rods	<u>\$212</u> \$/Rod =	<u>\$28,474</u> Easement Cost
Width	<u>70</u> Ft.	<u>2216</u> Ft. Length =	<u>228,090</u> Sq. Ft. Easement
Temporary Workspace	<u>0.00</u> Ft. X	<u>0</u> Ft. Length =	<u>\$0</u> Amount Paid
		<u>0.00</u> Sq. Ft. =	Workspace Cost \$/Sq. Ft.
Damages (Itemize):	Item Damaged	Number Damaged	Amount Paid
1)	<u>NA</u>	<u>0</u>	<u>\$0</u>
2)	_____	_____	_____
3)	_____	_____	_____
4)	_____	_____	_____
5)	_____	_____	_____
		Total Damages	_____
Total Tract Payment			<u>\$142,637</u>
This offer is valid for 90 days from the date of acceptance by *Receipt and approval by Air Liquide Large Industries U.S. LP *Completion of a Legal Description and Plat certified by a Te *Approval of the route design and feasibility study by Air Liq *Approval of all applicable agency permits associated with tl *Execution of an easement agreement and related recording *Receipt of Landowner's completed IRS Form W-9 with Taxp *Receipt of Landowner's written payment directive and Taxp someone other than the record title owner *Landowner has identified all tenants and has settled all dan		following terms: wing Landowner vested in title Surveyor line Engineering and Construction Group eptable form cial Security Number, as applicable cial Security Number, as applicable, if payment is made to asement	

Landowner Name(s): _____ Agent Name: Steve Roane
 _____ Representing Air Liquide Large Industries U.S. LP

Landowner Signature(s): _____ Agent Signature: 

Date: _____ Date: 4/25/2014

RIGHT OF WAY AGREEMENT

STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS
COUNTY OF JEFFERSON	§	

THAT the undersigned (hereinafter called "Grantor," whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and WARRANT unto AIR LIQUIDE LARGE INDUSTRIES U.S. LP, (hereinafter called "Grantee"), a Delaware limited partnership, whose address is 2700 Post Oak Boulevard, Suite 325, Houston, Texas 77056, its successors and assigns, an exclusive, perpetual Right of Way and easement for the purpose of laying, constructing, maintaining, protecting, operating, repairing, replacing, resizing and removing one or more pipelines, with all incidental equipment for the transportation of gaseous oxygen, nitrogen, hydrogen or any other atmospheric gases or substances which can be transported through a pipeline and other appurtenances necessary for the operation of pipelines on, over, across and through the lands of Grantor, situated in the County of Jefferson, State of Texas and more particularly described on Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof (hereinafter referred to as the "Right of Way"), together with all other rights necessary for the full enjoyment and use of the rights, privileges and Right of Way hereby granted, which shall have a temporary width of ninety feet (90') during construction, except at roads, creeks, rivers, railroads or other crossings where additional work space may be necessary. After initial construction has been completed, the Right of Way shall revert to a permanent width of thirty feet (30').

Grantee shall also have the right of ingress and egress over and across the Right of Way and the adjacent lands of the Grantor for all purposes incident to said grant. As used herein, the term "Pipeline" shall also include such surface or subsurface pipeline appurtenances and facilities (including metering equipment, markers, valve sites, and cathodic protection devices with the right to fence a reasonable area surrounding such installations) as are necessary for the operation or maintenance of said pipeline, and all electric power and communications equipment installed in connection therewith.

TO HAVE AND TO HOLD the Right of Way unto AIR LIQUIDE LARGE INDUSTRIES U.S. LP, its successors and assigns, for so long as the Right of Way is intended for use for the purposes stated above and until it is released by recordable instrument; and Grantor hereby binds Grantor and Grantor's heirs, personal representatives and assigns to warrant and forever defend all and singular the Right of Way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The terms and conditions of this Agreement are as follows:

1. Grantee shall fully restore and level the surface of the Right of Way to the extent reasonable practical to the same condition as existed prior to any such operations so that there shall not be any permanent mounds, ridges, sinks, or trenches along the Right of Way.

2. Grantee shall fully restore all private roads, drainage and irrigation ditches and canals disturbed by Grantee's construction operations to their condition prior to such construction, to the extent reasonable practical, and during construction shall provide Grantor access across the Right of Way where the same crosses private roads.

3. All fences that may be cut or disturbed by Grantee shall be repaired by Grantee in a good and workmanlike manner. Before a fence is cut by Grantee, the fence shall be properly supported on either side of the contemplated opening by suitable posts and braces, and gaps capable of preventing the passage of livestock shall be provided at fence openings made by Grantee. In the event that the trench excavated for the installation of the Pipeline should interfere with the normal use of the land situated on either side of the ninety foot (90') wide construction Right of Way granted hereunder, Grantee shall construct temporary cross-overs over said trench for Grantor's use.

4. Grantee shall bury the pipeline(s) to a minimum depth of forty-eight inches (48") between the top of the pipe and the present ground level.

5. Grantee shall pay a reasonable amount for any damage to growing crops, fences, trees, livestock, plowed lands, irrigation installations and other improvements on the Right of Way which may arise from the exercise by Grantee of the rights herein granted.

6. Grantor, his respective heirs, personal representatives, successors and assigns, reserves all oil, gas and minerals on and under the Right of Way and the right to remove the same therefrom; provided, Grantor shall not drill or operate for minerals on the surface of the Right of Way and hereby waives all surface rights with respect to the Right of Way, except as otherwise expressly provided herein. This Right of Way is also subject to any and all outstanding mineral and/or royalty reservations, including any valid oil, gas or mineral leases on the Right of Way of record.

7. Grantee, its successors and assigns, agrees to conform to all laws regarding pipeline safety and shall hold Grantor, its agents, personal representatives, successors and assigns, harmless from any and all claims and causes of action by reason of persons killed or injured and property damaged or destroyed and which deaths, injuries and/or damages to the extent arising from the negligent acts or willful misconduct of Grantee in its use and operation of the Pipeline on the Right of Way. **IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, IN CONTRACT OR TORT, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY TYPE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF PROFITS WHETHER OR NOT DUE TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF A PARTY (INCLUDING THE PARTY AGAINST WHOM THE CLAIM IS MADE) OR THE PARTIES. GRANTEE HEREBY RELEASES, INDEMNIFIES AND HOLDS GRANTOR HARMLESS OF AND FROM ANY AND ALL DAMAGES AND EXPENSES FOR LOSS OR INJURY TO PERSONS OR PROPERTY THAT MAY BE CAUSED BY GRANTEE, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR CONTRACTORS AND SUBCONTRACTORS WHILE PERFORMING ITS ACTIVITIES ON OR ABOUT GRANTOR'S PREMISES. GRANTEE INDEMNIFIES AND HOLDS GRANTOR HARMLESS OF AND FROM ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION FOR INJURY, DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S ACTIVITIES, USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S CONCURRENT NEGLIGENCE.**

8. Grantor hereby reserves the right to farm, graze and otherwise use the Right of Way in any manner that will not prevent or interfere with the exercise by Grantee of its rights hereunder, provided, however, that Grantor shall not construct nor permit to be constructed, any house, building, improvements, reservoir, or other obstructions within the permanent Right of Way, without the express prior consent of the Grantee, which consent shall not be unreasonably withheld. Additionally, Grantee shall have the right from time to time to cut all trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and Right of Way herein granted.

9. Grantee may assign the rights herein granted in whole or in part, and the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

10. Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands

covered by this Right of Way Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

11. It is mutually agreed and understood that this Agreement, as written, covers all the agreements and stipulations between the parties hereto, and that no representations or statements, oral or written, have been made modifying, adding to, or changing the terms hereof.

12. Grantee's acceptance of delivery of this Agreement shall evidence Grantee's agreement to all the terms and provisions of this Agreement to the same extent as though Grantee had executed this Agreement.

Executed and effective as of this _____ day of _____, 2014.

GRANTOR:

JEFFERSON COUNTY

BY _____

Name: _____

Title: _____

Acknowledgement

STATE OF TEXAS	§
	§
COUNTY OF JEFFERSON	§

This instrument was acknowledged before me on _____ day of _____,
 2014, by _____, as _____ of Jefferson County.

Notary Public, State of Texas

Exhibit "A"

CENTERLINE DESCRIPTION
PIPELINE EASEMENT
JEFFERSON COUNTY
JEFFERSON COUNTY, TEXAS

Being a centerline description of a pipeline easement across a called 32.202-acre tract and a called 138.568-acre tract of land situated in the William McFaddin Survey, Abstract No. 415 and the T. & N.O. R.R. Co. Survey, Abstract No. 242 of Jefferson County, Texas, said 32.202-acre tract being described in Document Number 2001008588 of the Official Public Records of Jefferson County, Texas, said 138.568-acre tract being described in Document Number 2001008588 of the Official Public Records of Jefferson County, Texas, said pipeline easement being 10 feet North and 10 feet South of the herein described centerline, said centerline being more particularly described as follows:

All bearings are referenced to the west line of said 138.568-acre tract.

BEGINNING at a point on the East property line of said 32.202-acre tract, said East line also being the West property line of a called 51.785-acre tract of land as described in Document Number 2008027571 of the Official Public Records of Jefferson County, Texas, from said point of beginning a 5/8" iron rod found marking the northwest corner of said 51.785-acre tract and also being on the east property line of said 32.202-acre tract bears N 16°28'12" W, a distance of 641.56 feet;

THENCE N 56°24'44" W, a distance of 392.67 feet to a point;

THENCE N 46°52'46" W, a distance of 206.48 feet to a point;

THENCE N 60°59'26" W, at a distance of 45.84 feet passing the West property line of said 32.202-acre tract and the East property line of said 138.568-acre tract, continuing for a total distance of 1,616.99 feet to the POINT OF ENDING of the herein described centerline, said point being on the West property line of said 138.568-acre tract, said West property line also being the East property line of C. Doombos A & B, L.P. Tract Number 3 as described in Document Number 2008001324 of the Official Public Records of Jefferson County, Texas, from said point of ending a 5/8" iron rod found marking the South corner of said 135.568-acre tract bears S 16°28'44" E, a distance of 3,383.37 feet.

Centerline being 2,216.14 feet or 134.31 rods in length.

Area of permanent easement containing 44,323 square feet or 1.02 acres.

March 28, 2014



Marc C. Ouellette – R.P.L.S. No. 5877
2310 Owen Street, Alvin, Texas 77511

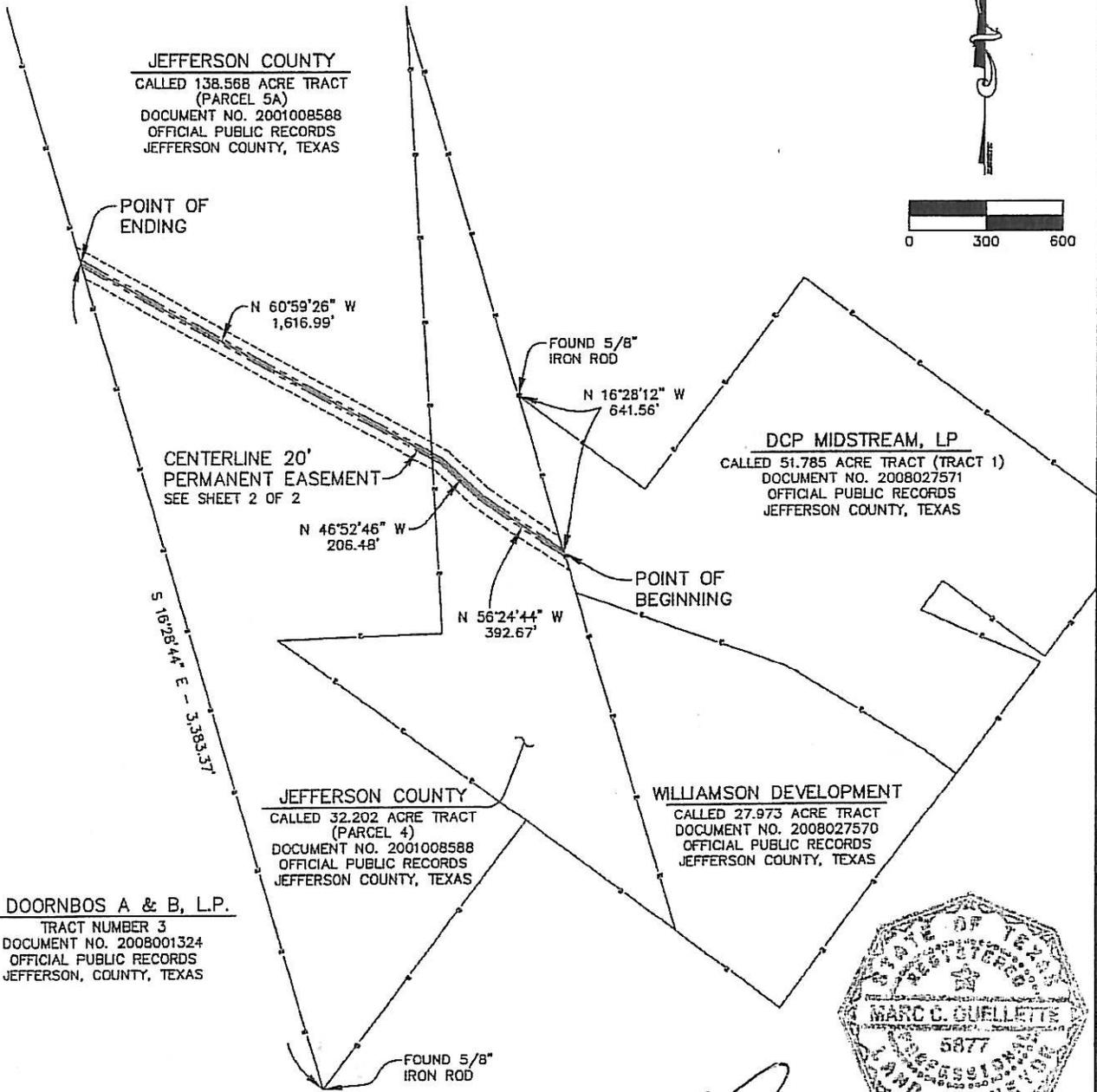


EXHIBIT "B"

JEFFERSON COUNTY, TEXAS

WILLIAM McFADDIN SURVEY, A-415

T. & N.O. R.R. CO. SURVEY, A-242



C. DOORNBOS A & B, L.P.
 TRACT NUMBER 3
 DOCUMENT NO. 2008001324
 OFFICIAL PUBLIC RECORDS
 JEFFERSON, COUNTY, TEXAS

JEFFERSON COUNTY
 CALLED 32.202 ACRE TRACT
 (PARCEL 4)
 DOCUMENT NO. 2001008588
 OFFICIAL PUBLIC RECORDS
 JEFFERSON COUNTY, TEXAS

WILLIAMSON DEVELOPMENT
 CALLED 27.973 ACRE TRACT
 DOCUMENT NO. 2008027570
 OFFICIAL PUBLIC RECORDS
 JEFFERSON COUNTY, TEXAS

DCP MIDSTREAM, LP
 CALLED 51.785 ACRE TRACT (TRACT 1)
 DOCUMENT NO. 2008027571
 OFFICIAL PUBLIC RECORDS
 JEFFERSON COUNTY, TEXAS



Marc C. Guellette
 MARC C. GUELLETTE - R.P.L.S. No. 5877
 2310 OWEN STREET, ALVIN, TEXAS 77511

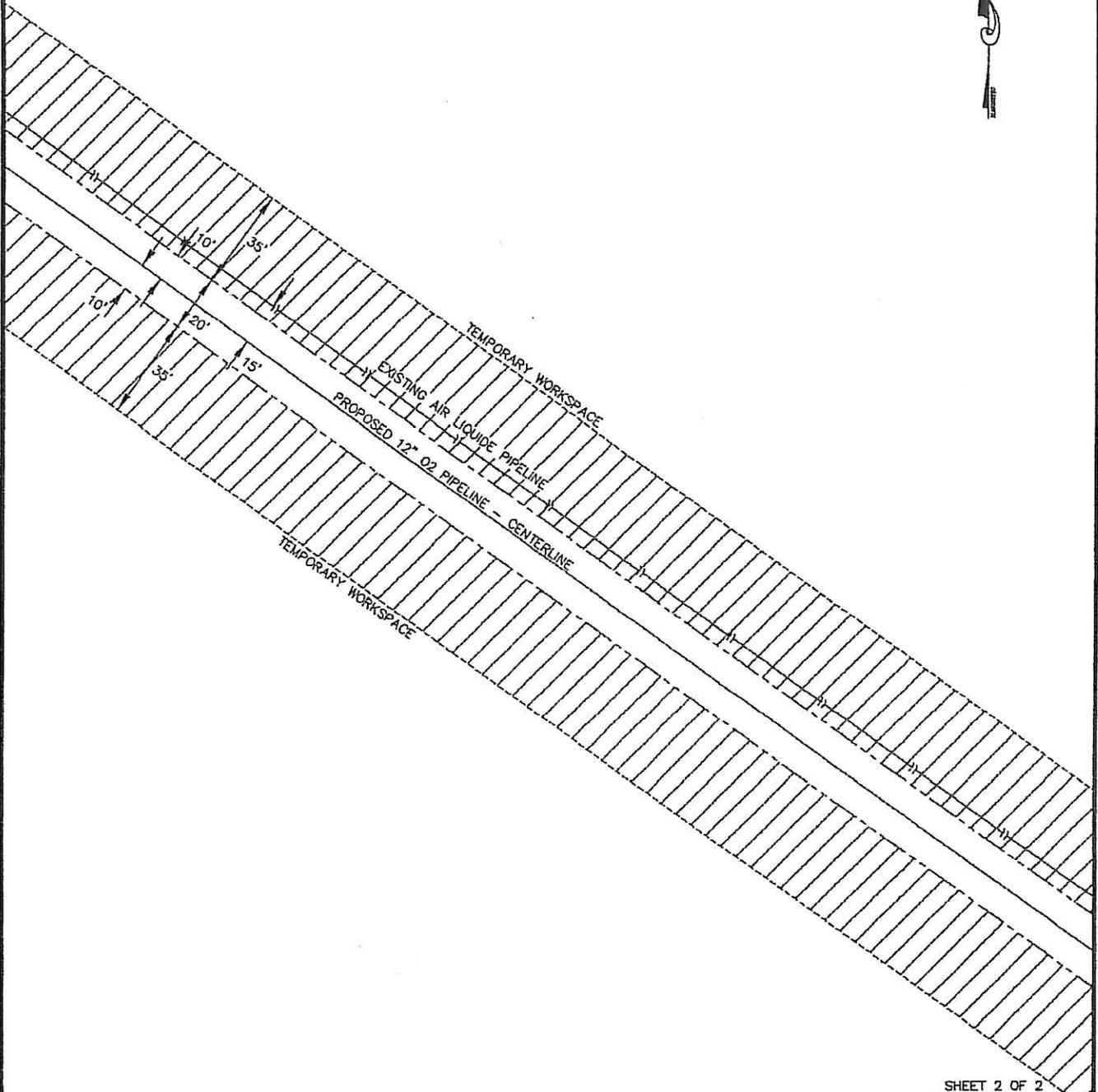
BEARINGS BASED UPON THE WEST PROPERTY LINE OF 138.568 ACRE TRACT.
 CENTERLINE LENGTH: 2,216.14 FEET OR 134.31 RODS.
 AREA OF PERMANENT EASEMENT: 44,323 SQUARE FEET OR 1.02 ACRES.
 AREA OF TEMPORARY WORKSPACE: 155,129 SQUARE FEET OR 3.56 ACRES.

SHEET 1 OF 2

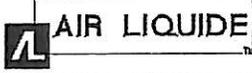
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REVISION		DATE																					
NO.	DATE	BY																					
1.																							
2.																							
3.																							
4.																							
			PIPELINE EASEMENT JEFFERSON COUNTY JEFFERSON COUNTY, TEXAS																				

EXHIBIT "B"

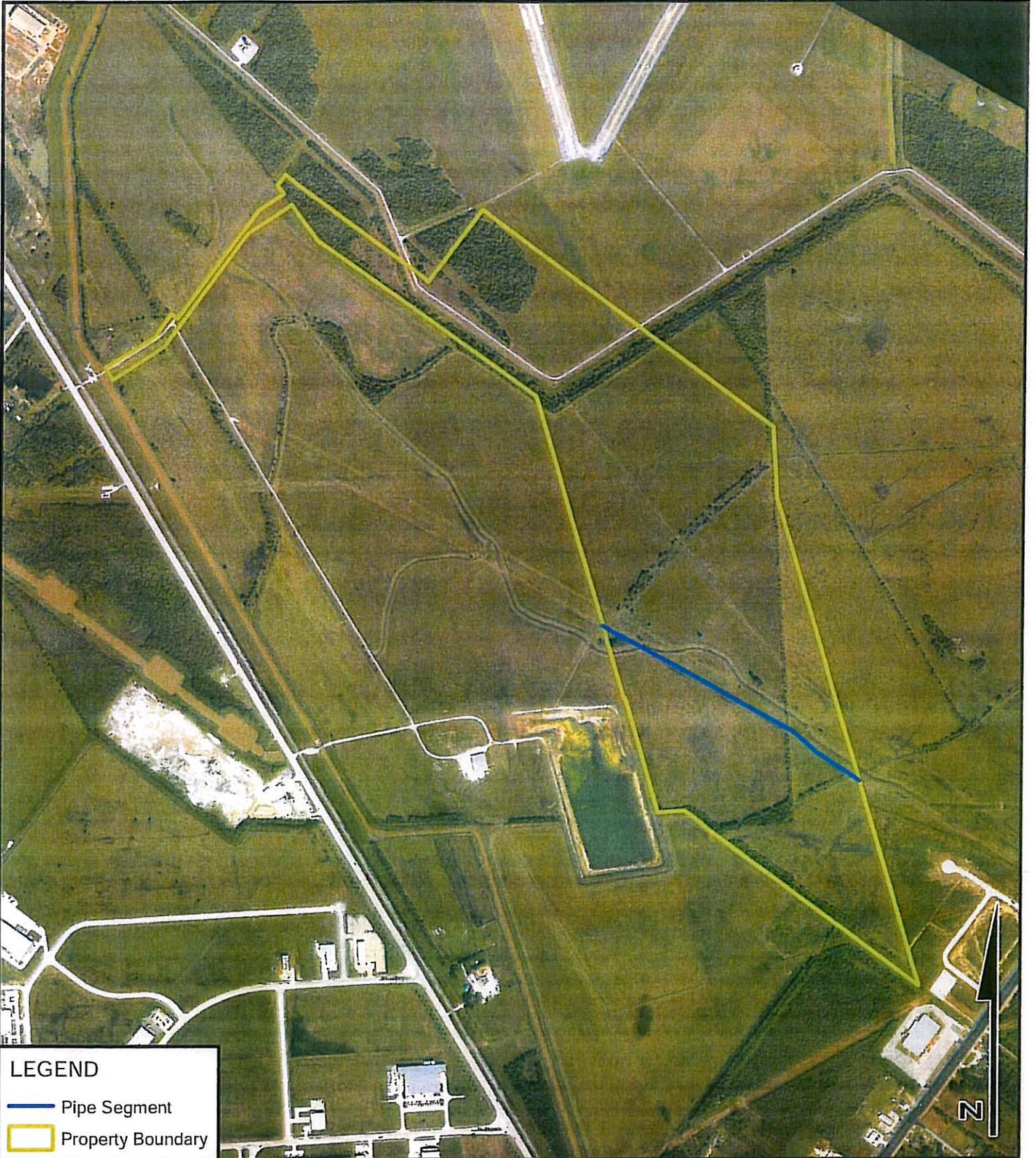
JEFFERSON COUNTY, TEXAS
 WILLIAM McFADDIN SURVEY, A-415
 T. & N.O. R.R. CO. SURVEY, A-242



SHEET 2 OF 2

REVISION			DATE	 AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	FILE & DISK
NO.	DATE	BY	03-28-2014		SCALE 1" = 600'
1.			DRAWN BY MCO-2M	PIPELINE EASEMENT JEFFERSON COUNTY JEFFERSON COUNTY, TEXAS	JOB NO. 201302308
2.			CHECKED		DWG. NO.
3.			APP'D		005-APP-4009
4.					

JEFFERSON COUNTY



LEGEND

- Pipe Segment
- Property Boundary

Owner: JEFFERSON COUNTY	Segment Length (ft): 2215.16	1 inch = 940 feet
County: JEFFERSON	Parcel ID: 000074060	
Legal: LT 7 TR2 BLK 16 RG M LT 2 TR 2 LT 3 TR 4 LT 4 TR 6	Date: 1/9/2014	
Acct Number: 049400000049950000004	ACE: 20130238	Page 11 of 32

Special, May 05, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, May 05, 2014