

**SPECIAL, 6/15/2015 1:30:00 PM**

BE IT REMEMBERED that on June 15, 2015, 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 (ABSENT)

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*June 15, 2015*

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  
June 15, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **15th** day of **June 2015** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

**INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three**

**PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four**

## **PURCHASING:**

1. Receive and file bids for (IFB 15-011/JW), Term Contract for Trash and Biomedical Waste Container Service for Jefferson County.

**SEE ATTACHMENTS ON PAGES 9 - 221**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file a renewal for (IFB 13-009/KJS), Term Contract for On Call Court Reporting and Transcription for Jefferson County with Jan Girouard & Associates for a second additional one (1) year renewal from August 10, 2015 to August 9, 2016.

**SEE ATTACHMENTS ON PAGES 222 - 222**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

3. Consider and approve, execute, receive and file a renewal for (IFB 12-020/JW), Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County with Firetrol Protection Systems, Inc. for a third additional one (1) year renewal from June 30, 2015 to June 29, 2016.

**SEE ATTACHMENTS ON PAGES 223 - 223**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
June 15, 2015*

4. Consider and approve, execute, receive and file a contract amendment for (IFB 09-161/KJS), Term Contract for Cafeteria Services for Jefferson County Courthouse, and (IFB 14-013/JW), Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County. This amendment will assign the continuation of services under each of these term contracts to Colin's Kitchen, as this business has entered into an asset purchase agreement with John Paul's Food Service.

**SEE ATTACHMENTS ON PAGES 224 - 224**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

5. Execute, receive and file Change Order No. 6 for (IFB 14-046/KJS), Cheek Community Sewer Improvements – Community Block Grant Program Cheek Phase IV with T. Johnson Industries, Inc. for a decrease in the amount of \$4,206.25 for a decrease of one (1) short side sanitary sewer low pressure service line from force main including valve box, tap, fittings, and valves; and 64.7454 tons of “610” rock for driveways, bringing the contract total down from \$129,044.00 to \$124,837.75. This change order will not change the number of contract working days for this project.

**SEE ATTACHMENTS ON PAGES 225 - 227**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
June 15, 2015*

- 6. Execute, receive and file Change Order No. 1 for (IFB 14-055/JW), Re-bid Cheek Community Sewer Improvements GRINDER PUMPS Installation – Cheek Phase IV with T. Johnson Industries for an increase in the amount of \$10,687.25 for an addition of (2) grinder pump stations (pump, fiberglass tank, controls, housing) and electrical installation; the abandonment of three (3) existing septic tanks; addition of 655 linear feet of sanitary sewer service line; and the installation of 50 linear feet of 4” PVC for additional lines, bringing the total contract total from \$73,475.00 up to \$84,162.25. This change order will not change the number of contract working days for this project.

**SEE ATTACHMENTS ON PAGES 228 - 230**

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

- 7. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

**SEE ATTACHMENTS ON PAGES 231 - 235**

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

- 8. Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

**SEE ATTACHMENTS ON PAGES 236 - 238**

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

**COUNTY AUDITOR:**

- 9. Consider and approve budget transfer – Crime Lab-additional cost for parts for two GC-MS.

120-3060-421-3084	MINOR EQUIPMENT	\$1,500.00	
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*Notice of Meeting and Agenda and Minutes  
June 15, 2015*

120-3060-421-6020	TESTING EQUIPMENT		\$1,500.00
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**SEE ATTACHMENTS ON PAGES 239 - 239**

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

10. Regular County Bills – check #408396 through check #408643.

**SEE ATTACHMENTS ON PAGES 240 - 249**

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

**COUNTY CLERK:**

11. Consider and approve Carolyn Guidry and Theresa Goodness to attend the Aumentum User Group Conference in Fort Lauderdale, Fl on September 27, 2015 thru October 1, 2015. This conference is hosted by the vendor, Thomson Reuters of the imaging system used by the County Clerk's office. This conference is budgeted for this fiscal year.

**SEE ATTACHMENTS ON PAGES 250 - 251**

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

**COUNTY COMMISSIONERS:**

12. Consider, possibly approve, receive and file assignment of Contract between Jefferson County, Texas and John Paul's Food Service to Lawrence and Mary Kuykendall, dba Colin's Kitchen for operation of the Courthouse Café.

**SEE ATTACHMENTS ON PAGES 252 - 256**

**Action: NONE**

*Notice of Meeting and Agenda and Minutes*  
*June 15, 2015*

13. Conduct a public hearing, consider and possibly approve an Order to establish the Phillips 66 Reinvestment Zone pursuant to Section 312.204, Texas Tax Code. SEE ATTACHMENT ON PAGES 314 - 318

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

14. Consider and possibly approve, receive and file the resignation of Dr. Russ Shultz's from the Jefferson County Tourism Commission Board due to his retirement and relocation to another city in Texas. Effective June 30, 2015.

**SEE ATTACHMENTS ON PAGES 257 - 257**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

15. Consider and possible approve, receive and file the appointment of Mr. Rodney Ames to the Jefferson County Tourism Commissioner Board. Effective July 01, 2015.

**SEE ATTACHMENTS ON PAGES 258 - 258**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

16. Consider, possibly approve and authorize the County Judge to execute, a Water Line Easement between Jefferson County, Texas and City of Beaumont to convey two (2) ten foot (10') wide exclusive Water Line Easement to the City of Beaumont.

**SEE ATTACHMENTS ON PAGES 259 - 274**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **COUNTY TREASURER:**

17. Receive and File Investment Schedule for May, 2015, including the year to date total earnings on County funds.

**SEE ATTACHMENTS ON PAGES 275 - 277**

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

## **JUVENILE PROBATION:**

18. Receive and file the proposed Juvenile Probation Department budget FY 2016 in accordance with 140.004 Local Government Code.

**SEE ATTACHMENTS ON PAGES 278 - 313**

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

## **Other Business:**

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

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

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**Jeff R. Branick  
County Judge**



**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

1001 Pearl Street – Third Floor  
Beaumont, Texas 77701  
409-835-8593

**ADDENDUM TO IFB**

**IFB Number:** IFB 15-011/JW  
**IFB Title:** Term Contract for Trash and Biomedical Waste Container Service  
**IFB Due:** IFB 15-011/JW  
**Addendum No.:** 1  
**Issued (Date):** June 1, 2015

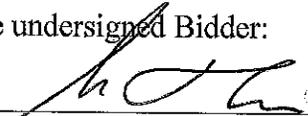
**TO BIDDER:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including 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 Bid Form (Attached)**

**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

Owner  
\_\_\_\_\_  
Title of Person Signing Above

\_\_\_\_\_  
Witness

Cyn tox LLC  
\_\_\_\_\_  
Typed Name of Business or Individual

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

2165 W county Line Rd Suite 1  
Jackson MS 39207  
\_\_\_\_\_  
Address

## Revised Bid Form – Addendum 1

The quantities indicated on this Bid Form are **estimates** of the total quantity to be used during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete pickups, containers, and locations. Changes shall be made based on the unit prices bid.

### Item I. Standard Waste Containers (10 cubic yards & under)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jack Brooks Regional Airport – Main Terminal</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jack Brooks Regional Airport – Fuel Service</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jack Brooks Regional Airport – Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Annex I</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ _____
<b>Jefferson County Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ _____
<b>Jefferson County Annex IV</b> 820 Neches, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ _____
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	4 cu. yd.	2 days per wk	\$ _____
<b>Jefferson County Mosquito Control District</b> 8905 First Street, Beaumont, TX 77705 Contact Person: Kevin Sexton 409-719-5940	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Women's Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	10 cu. yd.	1 day per wk	\$ _____

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Revised Bid Form – Addendum 1

### Item I. Standard Waste Containers (10 cubic yards & under) – Continued

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jefferson County – Service Center</b> 7789 Viterbo Road, Beaumont, TX 77705 Contact Person: David Fontenot 409-719-5937	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Precinct # 1 Service Center</b> 20205 W. Hwy 90, China, TX 77613 Contact Person: Robbie Griffin 409-434-5430	1	4 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Precinct # 2 Service Center</b> 7759 Viterbo Road, Suite # 1, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ _____
<b>Mid-County Office Building</b> 7759 Viterbo Road, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Precinct # 4 Justice of the Peace</b> 19217 FM 365, Beaumont, TX 77705 Contact Person: Charlotte Law 409-434-5460	1	6 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County - Precinct # 4 Service Center</b> 7780 Boyt Road., Beaumont, TX 77713 Contact Person: Kenneth Minkins 409-434-5400	1	4 cu. yd.	2 days per wk	\$ _____
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	10 cu. yd.	5 days per wk	\$ _____
<b>Ben J. Rogers Regional Visitors Center</b> 5055 IH-10 South, Beaumont, TX 77705 Contact Person: Kathi Hughes 409-842-0500	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Sheriff's Dept. Narcotics Division</b> 4640 Hangar Drive, Beaumont, TX, 77705 Contact Person: Chief Hobbs 409-726-2950	1	4 cu. yd.	1 day per wk	\$ _____

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Revised Bid Form – Addendum 1

### Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Jacks Brooks Regional Airport– Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	30 cu. yd.	"Will Call"	\$ _____
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	40 cu. yd.	"Will Call"	\$ _____
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	40 cu. yd.	"Will Call"	\$ _____
<b>Ford Park Baseball Fields</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	2	20 cu. yd.	"Will Call"	\$ _____

### Item III. Compactor (Roll-Off)

County shall provide one self-contained compactor, approximately thirty cubic yards capacity, for the Jefferson County Correctional Facility. Successful Bidder shall transport this compactor to and from Correctional Facility and Disposal Facility, and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	30 cu. yd.	"Will Call"	\$ _____
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	30 cu. yd.	"Will Call"	\$ _____

### Item IV. Container for Recycling Cardboard

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	8 cu. yd.	"Will Call"	\$ _____

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Revised Bid Form – Addendum 1

### Item V. Biomedical Waste Containers

Biomedical Waste Containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Capacity	Price per Container Per Haul	Price per Container Per Month
<b>Public Health Dept. (Beaumont) Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	30 lb.	\$ <u>40.00</u>	\$ <u>35.00</u>
<b>Public Health Dept. (Port Arthur)</b> 246 Dallas Avenue, Port Arthur 77640 Contact Person: Wayne Morris 409-983-8380	1	30 lb.	\$ <u>40.00</u>	\$ <u>35.00</u>
<b>Jefferson County Regional Crime Laboratory</b> 5030 Hwy. 69 S., Suite 500, Beaumont, TX 77705 Contact Person: Linda Johnson 409-726-2577	6	30 lb.	\$ <u>40.00</u>	\$ <u>35.00</u>
<b>Jefferson County Employee Health</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: Leslie Little 409-784-5881	1	30 lb.	\$ <u>40.00</u>	\$ <u>35.00</u>
<b>Community Supervision - Port Arthur</b> 246 Dallas Avenue, Port Arthur, TX 77640 Contact Person: Jerry Johnson 409-983-8360	1	30 lb.	\$ <u>40.00</u>	\$ <u>35.00</u>
<b>Community Supervision – Beaumont</b> 820 Neches, Beaumont, TX 77701 Contact Person: Jerry Johnson 409-951-2200	1	30 lb.	\$ <u>40.00</u>	\$ <u>35.00</u>
<b>Jefferson County Women’s Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	30 lb.	\$ <u>40.00</u>	\$ <u>35.00</u>
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	30 lb.	\$ <u>40.00</u>	\$ <u>35.00</u>

**-BIDDER MUST RETURN THIS PAGE WITH OFFER-**

**Acknowledgment of Addenda (if any):**

Addendum 1  Date Received June 2 2015  
 Addendum 2  Date Received \_\_\_\_\_  
 Addendum 3  Date Received \_\_\_\_\_

# 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>Cyntox LLC</u>			For clarification of this offer, contact:	
Company Name				
<u>2105 West County Line Rd Suite 1</u>			<u>Shlomo Fried</u>	
Address			Name	
<u>Jackson</u>	<u>NJ</u>	<u>08527</u>	<u>718 809 2942</u>	<u>212 202 4209</u>
City	State	Zip	Phone	Fax
			<u>SFried@cyntox.com</u>	
Signature of Person Authorized to Sign			E-mail	
<u>Shlomo Fried</u>				
Printed Name				
<u>Owner</u>				
Title				

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

---

The Offer is hereby accepted for the following items: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four up to (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. 15-011/JW, Term Contract for Trash Container and Biomedical Waste Container 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:**

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Jeff R. Branick  
County Judge

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Date

**Attest:**

---

Carolyn L. Guidry  
County Clerk

***Bidder Shall Return Completed Form with Offer.***

## Bid Form

The quantities indicated on this Bid Form are **estimates** of the total quantity to be used during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete pickups, containers, and locations. Changes shall be made based on the unit prices bid.

### Item I. Standard Waste Containers (10 cubic yards & under)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jack Brooks Regional Airport – Main Terminal</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Airport – Fuel Service</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Airport – Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Annex I</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ _____
<b>Jefferson County Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ _____
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<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	4 cu. yd.	2 days per wk	\$ _____
<b>Jefferson County Mosquito Control District</b> 8905 First Street, Beaumont, TX 77705 Contact Person: Kevin Sexton 409-719-5940	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Women's Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	10 cu. yd.	1 day per wk	\$ _____

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Bid Form (Continued)

### Item I. Standard Waste Containers (10 cubic yards & under) – Continued

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jefferson County – Service Center</b> 7789 Viterbo Road, Beaumont, TX 77705 Contact Person: David Fontenot 409-719-5937	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Precinct # 1 Service Center</b> 20205 W. Hwy 90, China, TX 77613 Contact Person: Robbie Griffin 409-434-5430	1	4 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Precinct # 2 Service Center</b> 7759 Viterbo Road, Suite # 1, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ _____
<b>Mid-County Office Building</b> 7759 Viterbo Road, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Precinct # 4 Justice of the Peace</b> 19217 FM 365, Beaumont, TX 77705 Contact Person: Charlotte Law 409-434-5460	1	6 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County - Precinct # 4 Service Center</b> 7780 Boyt Road., Beaumont, TX 77713 Contact Person: Kenneth Minkins 409-434-5400	1	4 cu. yd.	2 days per wk	\$ _____
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	10 cu. yd.	5 days per wk	\$ _____
<b>Ben J. Rogers Regional Visitors Center</b> 5055 IH-10 South, Beaumont, TX 77705 Contact Person: Kathi Hughes 409-842-0500	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Sheriff's Dept. Narcotics Division</b> 4640 Hangar Drive, Beaumont, TX, 77705 Contact Person: Chief Hobbs 409-726-2950	1	4 cu. yd.	1 day per wk	\$ _____

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Bid Form (Continued)

### **Item II. Standard Waste Containers (Roll-Off)**

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	40 cu. yd.	"Will Call"	\$ _____
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	40 cu. yd.	"Will Call"	\$ _____
<b>Ford Park Baseball Fields</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	2	20 cu. yd.	"Will Call"	\$ _____

### **Item III. Compactor (Roll-Off)**

County shall provide one self-contained compactor, approximately thirty cubic yards capacity, for the Jefferson County Correctional Facility. Successful Bidder shall transport this compactor to and from Correctional Facility and Disposal Facility, and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Jefferson County Airport – Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	30 cu. yd.	"Will Call"	\$ _____
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	30 cu. yd.	"Will Call"	\$ _____
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	30 cu. yd.	"Will Call"	\$ _____

### **Item IV. Container for Recycling Cardboard**

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	8 cu. yd.	"Will Call"	\$ _____

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Bid Form (Continued)

### Item V. Biomedical Waste Containers

Biomedical Waste Containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Capacity	Price per Container Per Haul	Price per Container Per Month
<b>Public Health Dept. (Beaumont) Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	30 lb.	\$ <u>40.00</u>	\$ <u>35.00</u>
<b>Public Health Dept. (Port Arthur)</b> 246 Dallas Avenue, Port Arthur 77640 Contact Person: Wayne Morris 409-983-8380	1	30 lb.	\$ <u>40.00</u>	\$ <u>35.00</u>
<b>Jefferson County Regional Crime Laboratory</b> 5030 Hwy. 69 S., Suite 500, Beaumont, TX 77705 Contact Person: Linda Johnson 409-726-2577	6	30 lb.	\$ <u>40.00</u>	\$ <u>35.00</u>
<b>Jefferson County Employee Health</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: Leslie Little 409-784-5881	1	30 lb.	\$ <u>40.00</u>	\$ <u>35.00</u>
<b>Community Supervision - Port Arthur</b> 246 Dallas Avenue, Port Arthur, TX 77640 Contact Person: Jerry Johnson 409-983-8360	1	30 lb.	\$ <u>40.00</u>	\$ <u>35.00</u>
<b>Community Supervision - Beaumont</b> 820 Neches, Beaumont, TX 77701 Contact Person: Jerry Johnson 409-951-2200	1	30 lb.	\$ <u>40.00</u>	\$ <u>35.00</u>
<b>Jefferson County Women's Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	30 lb.	\$ <u>40.00</u>	\$ <u>35.00</u>
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	30 lb.	\$ <u>40.00</u>	\$ <u>35.00</u>

**-BIDDER MUST RETURN THIS PAGE WITH OFFER-**

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

## 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: Advanced Healthcare and Rehab  
 Address: 505 W Centerville Road Garland TX 75041  
 Contact Person and Title: Ronald Morris - VP  
 Phone: 832-651-3205 Fax: 817-394-2567  
 Contract Period: Current Scope of Work: Medical Waste Transporter

### REFERENCE TWO

Government/Company Name: Bay Oaks Healthcare Center  
 Address: 424 North Torrey Road Texas City TX 75591  
 Contact Person and Title: Menachem Meisner  
 Phone: 845 517 8016 Fax: \_\_\_\_\_  
 Contract Period: Current Scope of Work: Medical Waste Transporter

### REFERENCE THREE

Government/Company Name: Sensors Dialysis  
 Address: 2000 Crawford Street Houston TX 77002  
 Contact Person and Title: Susan Eason  
 Phone: 832 453 1848 Fax: \_\_\_\_\_  
 Contract Period: Current Scope of Work: Medical Waste Transporter

**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.

Cyntox LLC  
Bidder (Entity Name)

2105 West county line RD Suite 1  
Street & Mailing Address

Jackson NJ 08527  
City, State & Zip

718 809 2942  
Telephone Number

Sfried@cyntox.com  
E-mail Address

  
Signature

Shlomo Fried  
Print Name

5/20/15  
Date Signed

212 202 4209  
Fax Number

**Bidder Shall Return Completed Form with Offer.**

## Conflict of Interest Questionnaire

<b>For vendor or other person doing business with local government entity</b>	
<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 7<sup>th</sup> 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>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center; font-size: 1.5em;"><i>NA</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 7<sup>th</sup> 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: 1.5em;"><i>NA</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: 1.5em;"><i>NA</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:

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 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.**

Skloro Fried  
 Printed Name of Authorized Representative

[Signature]  
 Signature

Owner  
 Title

5/20/15  
 Date

***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 Cyrtok LLC [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Jackson NJ (city and state).

Taxpayer Identification Number (T.I.N.):	46-3482354
Company Name submitting bid/proposal:	Cyrtok LLC
Mailing address:	2105 West county line road Suite 1 Jackson NJ 08577
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 NJ COUNTY OF Ocean

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

on this day personally appeared Shlomo Fried, who  
(name)

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

"I, Shlomo Fried am a duly authorized officer of/agent  
(name)  
for Cyntox LLC and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Cyntox LLC.  
(name of firm)

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

Name and address of bidder: Cyntox LLC  
2105 West County Line Road Suite 1 Jackson NJ 08527

Fax: 212 202 4209 Telephone# 718 809 2942

by: Shlomo Fried Title: Owner  
(print name)

Signature: [Handwritten Signature]

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

this the 20<sup>th</sup> day of May, 2015.



[Handwritten Signature]  
Notary Public in and for  
the State of New Jersey



**Bidder Shall Return Completed Form with Offer.**

SHIPPING DEPT  
6000 D 29 - 8869 203  
2105 W COUNTY LINE RD  
JACKSON NJ 08627

1 LBS 1 OF 1

SHIP TO:  
JEFFERSON COUNTY PURCHASING DEPARTM  
3RD FLOOR  
1001 PEARL STREET  
BEAUMONT TX 77701



TX 777 0-01



UPS GROUND

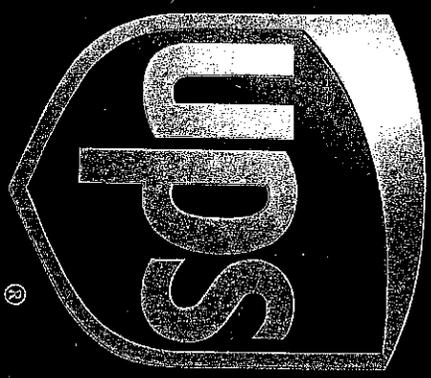
TRACKING #: 1Z YF0 097 03 4174 3892



BILLING: P/P

10:00 AM  
5-21-05  
13  
18.D.90 28079 ZP 450 88.0A 84/2016

SHIP TO: THE ABOVE ADDRESS IS THE ADDRESS OF THE ADDRESSEE. THE ADDRESSEE IS RESPONSIBLE FOR THE PAYMENT OF THE POSTAGE AND FOR THE PROVISION OF THE ADDRESS. THE ADDRESSEE IS RESPONSIBLE FOR THE PAYMENT OF THE POSTAGE AND FOR THE PROVISION OF THE ADDRESS. THE ADDRESSEE IS RESPONSIBLE FOR THE PAYMENT OF THE POSTAGE AND FOR THE PROVISION OF THE ADDRESS.



TERM CONTRACT FOR TRASH & BIOMEDICAL WASTE  
CONTAINER SERVICE FOR JEFFERSON COUNTY

Express Envelope

BID NO: IFB 15-011/JW

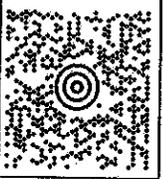
JEFFERSON COUNTY PURCHASING  
FL 2  
1001 PEARL ST  
BEAUMONT TX 77701 - 3892  
P: 111 S: 111  
RICK - 1300  
TXE00070284174 3892  
1001 PEARL ST  
BEAUMONT TX 77701  
11/15/05 11:15 AM  
X/

SHIPPING DEPT  
(855) 429-6869 203  
CYNTD X  
2105 W COUNTY LINE RD  
JACKSON NJ 08527

1 LBS 1 OF 1

SHIP TO:  
JEFFERSON COUNTY PURCHASING DEPARTMENT  
3RD FLOOR  
1001 PEARL STREET  
BEAUMONT TX 77701

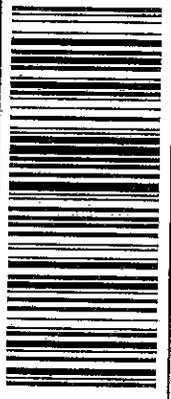
RECEIVED 10:32 AM JUN 08 2015



TX 777 0-01



UPS NEXT DAY AIR 1  
TRACKING #: 1Z YFD 097 01 4046 2441



BILLING: P/P

REF 1: BID 16-011/AV

W9 15.00 Equip ZP 450 05.0A 04/29/15

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JEFFERSON COUNTY PURCHASING DEPART I  
1001 PEARL ST. RM 201 BEAUMONT TX 77701-3548  
P: 111  
S: 111  
RICK - 1300  
2441  
12YE092014046  
2441  
11 11  
30  
X  
11

Jefferson County Bid  
IFB 15-011/SW - addendum 2  
TERM Contract for TREN & Biomedical Waste Containers  
Due: 6/9/15

# Express Envelope





**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

1001 Pearl Street – Third Floor  
Beaumont, Texas 77701  
409-835-8593

**ADDENDUM TO IFB**

**IFB Number:** IFB 15-011/JW  
**IFB Title:** Term Contract for Trash and Biomedical Waste Container Service  
**IFB Due:** IFB 15-011/JW  
**Addendum No.:** 1  
**Issued (Date):** June 1, 2015

**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.

---

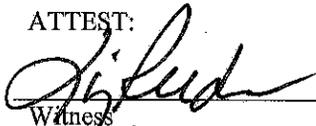
**Reason for Issuance of this addendum: Revised Bid Form (Attached)**

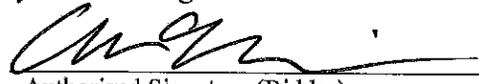
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**The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.**

---

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

ATTEST:  
  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Authorized Signature (Bidder)  
\_\_\_\_\_  
Regional Account Executive  
Title of Person Signing Above  
\_\_\_\_\_  
Lee McMorries  
Typed Name of Business or Individual

Approved by  Date: 06.02.15

\_\_\_\_\_  
6410 Long Drive; Houston, TX 77087  
\_\_\_\_\_  
Address

## Revised Bid Form – Addendum 1

The quantities indicated on this Bid Form are **estimates** of the total quantity to be used during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete pickups, containers, and locations. Changes shall be made based on the unit prices bid.

### Item I. Standard Waste Containers (10 cubic yards & under)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jack Brooks Regional Airport – Main Terminal</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jack Brooks Regional Airport – Fuel Service</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jack Brooks Regional Airport – Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Annex I</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ _____
<b>Jefferson County Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ _____
<b>Jefferson County Annex IV</b> 820 Neches, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ _____
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	4 cu. yd.	2 days per wk	\$ _____
<b>Jefferson County Mosquito Control District</b> 8905 First Street, Beaumont, TX 77705 Contact Person: Kevin Sexton 409-719-5940	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Women's Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	10 cu. yd.	1 day per wk	\$ _____

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Revised Bid Form – Addendum 1

### Item I. Standard Waste Containers (10 cubic yards & under) – Continued

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jefferson County – Service Center</b> 7789 Viterbo Road, Beaumont, TX 77705 Contact Person: David Fontenot 409-719-5937	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Precinct # 1 Service Center</b> 20205 W. Hwy 90, China, TX 77613 Contact Person: Robbie Griffin 409-434-5430	1	4 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Precinct # 2 Service Center</b> 7759 Viterbo Road, Suite # 1, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ _____
<b>Mid-County Office Building</b> 7759 Viterbo Road, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Precinct # 4 Justice of the Peace</b> 19217 FM 365, Beaumont, TX 77705 Contact Person: Charlotte Law 409-434-5460	1	6 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County - Precinct # 4 Service Center</b> 7780 Boyt Road., Beaumont, TX 77713 Contact Person: Kenneth Minkins 409-434-5400	1	4 cu. yd.	2 days per wk	\$ _____
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	10 cu. yd.	5 days per wk	\$ _____
<b>Ben J. Rogers Regional Visitors Center</b> 5055 IH-10 South, Beaumont, TX 77705 Contact Person: Kathi Hughes 409-842-0500	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Sheriff’s Dept. Narcotics Division</b> 4640 Hangar Drive, Beaumont, TX, 77705 Contact Person: Chief Hobbs 409-726-2950	1	4 cu. yd.	1 day per wk	\$ _____

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Revised Bid Form – Addendum 1

### Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

<b>Location</b>	<b>Qty</b>	<b>Capacity</b>	<b>Frequency of Service</b>	<b>Price Per Haul</b>
<b>Jacks Brooks Regional Airport– Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	30 cu. yd.	"Will Call"	\$ _____
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	40 cu. yd.	"Will Call"	\$ _____
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	40 cu. yd.	"Will Call"	\$ _____
<b>Ford Park Baseball Fields</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	2	20 cu. yd.	"Will Call"	\$ _____

### Item III. Compactor (Roll-Off)

County shall provide one self-contained compactor, approximately thirty cubic yards capacity, for the Jefferson County Correctional Facility. Successful Bidder shall transport this compactor to and from Correctional Facility and Disposal Facility, and shall treat and/or dispose of all compacted waste into this container.

<b>Location</b>	<b>Qty</b>	<b>Capacity</b>	<b>Frequency of Service</b>	<b>Price Per Haul</b>
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	30 cu. yd.	"Will Call"	\$ _____
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	30 cu. yd.	"Will Call"	\$ _____

### Item IV. Container for Recycling Cardboard

<b>Location</b>	<b>Qty</b>	<b>Capacity</b>	<b>Frequency of Service</b>	<b>Price Per Haul</b>
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	8 cu. yd.	"Will Call"	\$ _____

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Revised Bid Form – Addendum 1

### Item V. Biomedical Waste Containers

Biomedical Waste Containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Capacity	Price per Container Per Haul	Price per Container Per Month
<b>Public Health Dept. (Beaumont) Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	30 lb.	\$ <u>35.00</u>	\$ <u>35.00</u>
<b>Public Health Dept. (Port Arthur)</b> 246 Dallas Avenue, Port Arthur 77640 Contact Person: Wayne Morris 409-983-8380	1	30 lb.	\$ <u>35.00</u>	\$ <u>35.00</u>
<b>Jefferson County Regional Crime Laboratory</b> 5030 Hwy. 69 S., Suite 500, Beaumont, TX 77705 Contact Person: Linda Johnson 409-726-2577	6	30 lb.	\$ <u>35.00</u>	\$ <u>35.00</u>
<b>Jefferson County Employee Health</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: Leslie Little 409-784-5881	1	30 lb.	\$ <u>35.00</u>	\$ <u>35.00</u>
<b>Community Supervision - Port Arthur</b> 246 Dallas Avenue, Port Arthur, TX 77640 Contact Person: Jerry Johnson 409-983-8360	1	30 lb.	\$ <u>35.00</u>	\$ <u>35.00</u>
<b>Community Supervision – Beaumont</b> 820 Neches, Beaumont, TX 77701 Contact Person: Jerry Johnson 409-951-2200	1	30 lb.	\$ <u>35.00</u>	\$ <u>35.00</u>
<b>Jefferson County Women's Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	30 lb.	\$ <u>35.00</u>	\$ <u>35.00</u>
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	30 lb.	\$ <u>35.00</u>	\$ <u>35.00</u>

**-BIDDER MUST RETURN THIS PAGE WITH OFFER-**

**Acknowledgment of Addenda (if any):**

Addendum 1  Date Received 06.02.15  
 Addendum 2  Date Received \_\_\_\_\_  
 Addendum 3  Date Received \_\_\_\_\_



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1001 Pearl Street, 3<sup>rd</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

### LEGAL NOTICE Advertisement for Invitation for Bids

May 11, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for (IFB 15-011/JW), Term Contract for Trash and Biomedical Waste Container 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 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.

<b>BID NAME:</b>	<b>Term Contract for Trash and Biomedical Waste Container Service for Jefferson County</b>
<b>BID NO:</b>	<b>IFB 15-011/JW</b>
<b>DUE DATE/TIME:</b>	<b>11:00 AM CST, June 9, 2015</b>
<b>MAIL OR DELIVER TO:</b>	<b>Jefferson County Purchasing Department 1001 Pearl Street, 3<sup>rd</sup> Floor Beaumont, Texas 77701</b>

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent 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 – May 13<sup>th</sup> & May 20<sup>th</sup>, 2015

**ORIGINAL**

**IFB 15-011/JW**  
**Term Contract for Trash and Biomedical Waste Container Service**  
**for Jefferson County**  
**Bids due: 11:00 AM CST, Tuesday, June 9, 2015**

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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

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### 1. Bid Submission

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

Jefferson County Purchasing Department  
1001 Pearl Street, 3<sup>rd</sup> 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 – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	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 Vendor Registration: SAM (System for Award Management).** Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status.

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

**1.21 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.

**1.22 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.

**Invoices shall be submitted to:** Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7<sup>th</sup> floor, Beaumont, TX 77701.

**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

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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
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

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The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us); phone: 409-835-8593), regarding any questions or comments. Please reference bid number (IFB 15-011/JW).

### Scope

Contract shall be in effect for an initial period of one (1) year **beginning on or about the date of award**, with an option to renew for up to four (4) additional years.

Specific pickup schedules and container locations shall be coordinated with the department heads for each location requiring trash container service. Contractor shall respond to request for changes in pickups and containers with one (1) business day.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all waste deposited into containers.

Contractor shall maintain bulk containers, and shall exercise reasonable care to keep the County's service areas neat and clean. In the case of the County-furnished self-contained compactor, Contractor shall be responsible for maintenance required by normal use. Maintenance or repairs necessitated by the County's misuse or accident shall not be the responsibility of the successful bidder.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all biomedical waste container waste and sharps generated by the County and deposited into the containers.

When so instructed, Contractor shall furnish recycling containers in order to separate and salvage recyclable materials such as cardboard and computer paper. Contractor shall furnish a container to receive cardboard, to be baled, and shall furnish containers to receive computer paper. Cardboard baler will be furnished by others. Contractor shall be responsible only for the placement of the containers. Collection of the recyclable materials and the disposal of the same shall be the responsibility of the County, and the County shall reserve the option to collect or not collect recyclable cardboard and/or computer paper during the term of its agreement with the successful bidder.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components, e.g., dumping fees, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

Vendor shall invoice "per location", with the location name and address included on invoice.

# 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):  V , \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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

EXCEL MEDICAL WASTE DISPOSAL

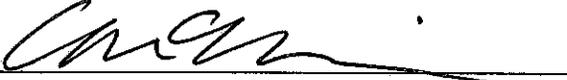
Company Name

6410 LONG DRIVE

Address

HOUSTON TX 77087

City State Zip



Signature of Person Authorized to Sign

LEE MCMORRIES

Printed Name

REGIONAL ACCOUNT EXECUTIVE

Title

For clarification of this offer, contact:

LEE MCMORRIES

Name

832.993.5282

Phone

866.893.6947

Fax

LMCMORRIES@EXCELMEDICALWASTE.COM

E-mail

***Bidder Shall Return Completed Form with Offer.***

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four up to (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. 15-011/JW, Term Contract for Trash Container and Biomedical Waste Container 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:**

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Jeff R. Branick  
County Judge

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Date

**Attest:**

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Carolyn L. Guidry  
County Clerk

***Bidder Shall Return Completed Form with Offer.***

## Bid Form

The quantities indicated on this Bid Form are **estimates** of the total quantity to be used during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete pickups, containers, and locations. Changes shall be made based on the unit prices bid.

### **Item I. Standard Waste Containers (10 cubic yards & under)**

Waste Containers shall be provided and serviced by the successful bidder.

<b>Location</b>	<b>Qty</b>	<b>Capacity</b>	<b>Frequency of Service</b>	<b>Price per Container Per Month</b>
<b>Jack Brooks Regional Airport – Main Terminal</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Airport – Fuel Service</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Airport – Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Annex I</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ _____
<b>Jefferson County Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ _____
<b>Jefferson County Annex IV</b> 820 Neches, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ _____
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	4 cu. yd.	2 days per wk	\$ _____
<b>Jefferson County Mosquito Control District</b> 8905 First Street, Beaumont, TX 77705 Contact Person: Kevin Sexton 409-719-5940	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Women's Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	10 cu. yd.	1 day per wk	\$ _____

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Bid Form (Continued)

### Item I. Standard Waste Containers (10 cubic yards & under) – Continued

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jefferson County – Service Center</b> 7789 Viterbo Road, Beaumont, TX 77705 Contact Person: David Fontenot 409-719-5937	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Precinct # 1 Service Center</b> 20205 W. Hwy 90, China, TX 77613 Contact Person: Robbie Griffin 409-434-5430	1	4 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Precinct # 2 Service Center</b> 7759 Viterbo Road, Suite # 1, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ _____
<b>Mid-County Office Building</b> 7759 Viterbo Road, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Precinct # 4 Justice of the Peace</b> 19217 FM 365, Beaumont, TX 77705 Contact Person: Charlotte Law 409-434-5460	1	6 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County - Precinct # 4 Service Center</b> 7780 Boyt Road., Beaumont, TX 77713 Contact Person: Kenneth Minkins 409-434-5400	1	4 cu. yd.	2 days per wk	\$ _____
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	10 cu. yd.	5 days per wk	\$ _____
<b>Ben J. Rogers Regional Visitors Center</b> 5055 IH-10 South, Beaumont, TX 77705 Contact Person: Kathi Hughes 409-842-0500	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Sheriff's Dept. Narcotics Division</b> 4640 Hangar Drive, Beaumont, TX, 77705 Contact Person: Chief Hobbs 409-726-2950	1	4 cu. yd.	1 day per wk	\$ _____

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Bid Form (Continued)

### Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	40 cu. yd.	"Will Call"	\$ _____
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	40 cu. yd.	"Will Call"	\$ _____
<b>Ford Park Baseball Fields</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	2	20 cu. yd.	"Will Call"	\$ _____

### Item III. Compactor (Roll-Off)

County shall provide one self-contained compactor, approximately thirty cubic yards capacity, for the Jefferson County Correctional Facility. Successful Bidder shall transport this compactor to and from Correctional Facility and Disposal Facility, and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Jefferson County Airport – Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	30 cu. yd.	"Will Call"	\$ _____
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	30 cu. yd.	"Will Call"	\$ _____
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	30 cu. yd.	"Will Call"	\$ _____

### Item IV. Container for Recycling Cardboard

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	8 cu. yd.	"Will Call"	\$ _____

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Bid Form (Continued)

### Item V. Biomedical Waste Containers

Biomedical Waste Containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Capacity	Price per Container Per Haul	Price per Container Per Month
<b>Public Health Dept. (Beaumont) Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	30 lb.	\$ <u>35.00</u>	\$ <u>35.00</u>
<b>Public Health Dept. (Port Arthur)</b> 246 Dallas Avenue, Port Arthur 77640 Contact Person: Wayne Morris 409-983-8380	1	30 lb.	\$ <u>35.00</u>	\$ <u>35.00</u>
<b>Jefferson County Regional Crime Laboratory</b> 5030 Hwy. 69 S., Suite 500, Beaumont, TX 77705 Contact Person: Linda Johnson 409-726-2577	6	30 lb.	\$ <u>35.00</u>	\$ <u>35.00</u>
<b>Jefferson County Employee Health</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: Leslie Little 409-784-5881	1	30 lb.	\$ <u>35.00</u>	\$ <u>35.00</u>
<b>Community Supervision - Port Arthur</b> 246 Dallas Avenue, Port Arthur, TX 77640 Contact Person: Jerry Johnson 409-983-8360	1	30 lb.	\$ <u>35.00</u>	\$ <u>35.00</u>
<b>Community Supervision - Beaumont</b> 820 Neches, Beaumont, TX 77701 Contact Person: Jerry Johnson 409-951-2200	1	30 lb.	\$ <u>35.00</u>	\$ <u>35.00</u>
<b>Jefferson County Women's Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	30 lb.	\$ <u>35.00</u>	\$ <u>35.00</u>
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	30 lb.	\$ <u>35.00</u>	\$ <u>35.00</u>

**-BIDDER MUST RETURN THIS PAGE WITH OFFER-**

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

## 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: FORT BEND COUNTY EMS

Address: 4332 HIGHWAY 36 SOUTH; ROSENBERG, TX 77471

Contact Person and Title: RITA GRAEBER, DEPUTY CHIEF

Phone: 281.633.7088 Fax: 281.633.7087

Contract Period: 09.01.14 - PRESENT Scope of Work: RMW

### REFERENCE TWO

Government/Company Name: MONTGOMERY COUNTY FORENSIC SERVICES

Address: 205 HILBIG ROAD; CONROE, TX 77301

Contact Person and Title: HEATHER L. REYES, ADMINISTRATIVE MANAGER

Phone: 936.538.3768 Fax: 936.538.3794

Contract Period: 03.12.15 - PRESENT Scope of Work: RMW

### REFERENCE THREE

Government/Company Name: LONE STAR COLLEGE

Address: 5000 RESEARCH FOREST DRIVE; SPRING, TX 77381

Contact Person and Title: GARY EAKIN, DIRECTOR OF CENTER FACILITIES

Phone: 832.813.6557 Fax: \_\_\_\_\_

Contract Period: 06.01.14-PRESENT Scope of Work: RMW

***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.

EXCEL MEDICAL WASTE DISPOSAL  
 Bidder (Entity Name)

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6410 LONG DRIVE  
 Street & Mailing Address

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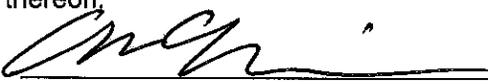
HOUSTON, TX 77087  
 City, State & Zip

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713.643.0110  
 Telephone Number

---

LMCMORRIES@EXCELMEDICALWASTE.COM  
 E-mail Address

  
 Signature

---

LEE MCMORRIES  
 Print Name

---

05.18.15  
 Date Signed

---

866.893.6947  
 Fax Number

***Bidder Shall Return Completed Form with Offer.***

## Conflict of Interest Questionnaire

<b>For vendor or other person doing business with local government entity</b>	
<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 7<sup>th</sup> 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>	<b>OFFICE USE ONLY</b>
<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 7<sup>th</sup> 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.

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 . . .

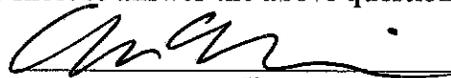
- Yes  No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes  No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time 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 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.**

LEE MCMORRIES

Printed Name of Authorized Representative



Signature

REGIONAL ACCOUNT EXECUTIVE

Title

05.18.15

Date

***Bidder Shall Return Completed Form with Offer.***











## Residence Certification/Tax Form

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

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

- I certify that EXCEL MEDICAL WASTE DISPOSAL [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.):	27-2174951
Company Name submitting bid/proposal:	EXCEL MEDICAL WASTE DISPOSAL
Mailing address:	6410 LONG DRIVE; HOUSTON, TX 77087
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 LEE MCMORRIES, who  
(name)

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

"I, Lee McMorries am a duly authorized officer of/agent  
(name)  
for EXCEL MEDICAL WASTE and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said EXCEL MEDICAL WASTE.  
(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: EXCEL MEDICAL WASTE DISPOSAL  
6410 LONG DRIVE; HOUSTON, TX 77087

Fax: 866.893.6947 Telephone# 713.643.0110

by: LEE MCMORRIES Title: REGIONAL ACCOUNT EXECUTIVE  
(print name)

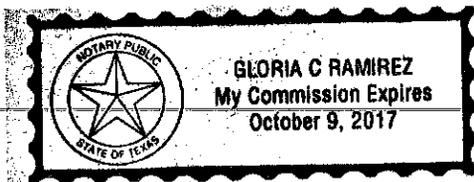
Signature: [Handwritten Signature]

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

this the 1 day of June, 2015.

[Handwritten Signature]  
Notary Public in and for  
the State of TEXAS

**Bidder Shall Return Completed Form with Offer.**



1EB 15-011/JW

TERM CONTRACT for TRASH and BIOMEDICAL WASTE COLLECTION SERVICE for JEFFERSON COUNTY

11:00 AM CST, JUNE 9TH, 2015

EXCEL MEDICAL WASTE DISPOSAL  
3410 LONG DRIVE  
HOUSTON, TEXAS 77087

neopost®  
06/01/2015  
\$005.752  
PRIORITY MAIL



ZIP 77087  
041M11270090

JEFFERSON COUNTY PURCHASING DEPARTMENT  
ATTENTION: DEBRAH L. CLARK, PURCHASING  
AGENT  
1001 PEARL STREET, 3RD FLOOR  
BEAUMONT, TEXAS 77701

RECEIVED 03:16 PM JUN 04 2015

IFB 15-011/JW

TERM CONTRACT for TRASH and BIOMEDICAL WASTE CONTRACT/  
SERVICE

JUNE 9TH, 2015

11:00 am CST

EXCEL MEDICAL WASTE DISPOSAL

6910 LONG DRIVE

HOUSTON, TX

77087

RECEIVED JUN 09 2015

JEFFERSON COUNTY PURCHASING DEPARTMENT

ATTENTION: DEBORAH L. CLARK

1001 PEARL STREET, 3RD FLOOR

BEAUMONT, TX 77701





**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

1001 Pearl Street – Third Floor  
Beaumont, Texas 77701  
409-835-8593

**ADDENDUM TO IFB**

**IFB Number:** IFB 15-011/JW  
**IFB Title:** Term Contract for Trash and Biomedical Waste Container Service  
**IFB Due:** IFB 15-011/JW  
**Addendum No.:** 1  
**Issued (Date):** June 1, 2015

**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 Bid Form (Attached)**

**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:

Bobbie Pater

Witness

Robby Swartz

Witness

Corey M Belanger  
Authorized Signature (Bidder)

Business Manager  
Title of Person Signing Above

Corey M Belanger  
Typed Name of Business or Individual

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

2300 Hwy 365 Ste 400  
Nederland, TX 77627  
Address

## Revised Bid Form – Addendum 1

The quantities indicated on this Bid Form are **estimates** of the total quantity to be used during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete pickups, containers, and locations. Changes shall be made based on the unit prices bid.

### Item I. Standard Waste Containers (10 cubic yards & under)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jack Brooks Regional Airport – Main Terminal</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Jack Brooks Regional Airport – Fuel Service</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Jack Brooks Regional Airport – Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Jefferson County Annex I</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ <u>No-Bid</u>
<b>Jefferson County Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ <u>No-Bid</u>
<b>Jefferson County Annex IV</b> 820 Neches, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ <u>No-Bid</u>
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	4 cu. yd.	2 days per wk	\$ <u>No-Bid</u>
<b>Jefferson County Mosquito Control District</b> 8905 First Street, Beaumont, TX 77705 Contact Person: Kevin Sexton 409-719-5940	1	8 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Jefferson County Women's Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	10 cu. yd.	1 day per wk	\$ <u>No-Bid</u>

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Revised Bid Form – Addendum 1

### Item I. Standard Waste Containers (10 cubic yards & under) – Continued

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jefferson County – Service Center</b> 7789 Viterbo Road, Beaumont, TX 77705 Contact Person: David Fontenot 409-719-5937	1	8 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Jefferson County – Precinct # 1 Service Center</b> 20205 W. Hwy 90, China, TX 77613 Contact Person: Robbie Griffin 409-434-5430	1	4 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Jefferson County – Precinct # 2 Service Center</b> 7759 Viterbo Road, Suite # 1, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Mid-County Office Building</b> 7759 Viterbo Road, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Jefferson County – Precinct # 4 Justice of the Peace</b> 19217 FM 365, Beaumont, TX 77705 Contact Person: Charlotte Law 409-434-5460	1	6 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Jefferson County - Precinct # 4 Service Center</b> 7780 Boyt Road., Beaumont, TX 77713 Contact Person: Kenneth Minkins 409-434-5400	1	4 cu. yd.	2 days per wk	\$ <u>No-Bid</u>
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	10 cu. yd.	5 days per wk	\$ <u>No-Bid</u>
<b>Ben J. Rogers Regional Visitors Center</b> 5055 IH-10 South, Beaumont, TX 77705 Contact Person: Kathi Hughes 409-842-0500	1	8 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Jefferson County – Sheriff's Dept. Narcotics Division</b> 4640 Hangar Drive, Beaumont, TX, 77705 Contact Person: Chief Hobbs 409-726-2950	1	4 cu. yd.	1 day per wk	\$ <u>No-Bid</u>

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Revised Bid Form – Addendum 1

### Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Jacks Brooks Regional Airport– Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	30 cu. yd.	"Will Call"	\$ <u>360.00</u>
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	40 cu. yd.	"Will Call"	\$ <u>430.00</u>
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	40 cu. yd.	"Will Call"	\$ <u>430.00</u>
<b>Ford Park Baseball Fields</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	2	20 cu. yd.	"Will Call"	\$ <u>290 each</u>

### Item III. Compactor (Roll-Off)

County shall provide one self-contained compactor, approximately thirty cubic yards capacity, for the Jefferson County Correctional Facility. Successful Bidder shall transport this compactor to and from Correctional Facility and Disposal Facility, and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	30 cu. yd.	"Will Call"	\$ <u>360.00</u>
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	30 cu. yd.	"Will Call"	\$ <u>360.00</u>

### Item IV. Container for Recycling Cardboard

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	8 cu. yd.	"Will Call"	\$ <u>No-Bid</u>

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Revised Bid Form – Addendum 1

### Item V. Biomedical Waste Containers

Biomedical Waste Containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Capacity	Price per Container Per Haul	Price per Container Per Month
<b>Public Health Dept. (Beaumont) Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	30 lb.	\$ <u>No-Bio</u>	\$ <u>No-Bio</u>
<b>Public Health Dept. (Port Arthur)</b> 246 Dallas Avenue, Port Arthur 77640 Contact Person: Wayne Morris 409-983-8380	1	30 lb.	\$ <u>No-Bio</u>	\$ <u>No-Bio</u>
<b>Jefferson County Regional Crime Laboratory</b> 5030 Hwy. 69 S., Suite 500, Beaumont, TX 77705 Contact Person: Linda Johnson 409-726-2577	6	30 lb.	\$ <u>No-Bio</u>	\$ <u>No-Bio</u>
<b>Jefferson County Employee Health</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: Leslie Little 409-784-5881	1	30 lb.	\$ <u>No-Bio</u>	\$ <u>No-Bio</u>
<b>Community Supervision - Port Arthur</b> 246 Dallas Avenue, Port Arthur, TX 77640 Contact Person: Jerry Johnson 409-983-8360	1	30 lb.	\$ <u>No-Bio</u>	\$ <u>No-Bio</u>
<b>Community Supervision – Beaumont</b> 820 Neches, Beaumont, TX 77701 Contact Person: Jerry Johnson 409-951-2200	1	30 lb.	\$ <u>No-Bio</u>	\$ <u>No-Bio</u>
<b>Jefferson County Women’s Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	30 lb.	\$ <u>No-Bio</u>	\$ <u>No-Bio</u>
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	30 lb.	\$ <u>No-Bio</u>	\$ <u>No-Bio</u>

**-BIDDER MUST RETURN THIS PAGE WITH OFFER-**

**Acknowledgment of Addenda (if any):**

Addendum 1  Date Received 6/1/15  
 Addendum 2  Date Received \_\_\_\_\_  
 Addendum 3  Date Received \_\_\_\_\_



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1001 Pearl Street, 3<sup>rd</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

### LEGAL NOTICE

#### Advertisement for Invitation for Bids

May 11, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for (IFB 15-011/JW), Term Contract for Trash and Biomedical Waste Container 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 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 Trash and Biomedical Waste Container Service for Jefferson County  
**BID NO:** IFB 15-011/JW  
**DUE DATE/TIME:** 11:00 AM CST, June 9, 2015  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1001 Pearl Street, 3<sup>rd</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593.

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

*Deborah Clark*

Deborah L. Clark  
 Purchasing Agent  
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – May 13<sup>th</sup> & May 20<sup>th</sup>, 2015

**IFB 15-011/JW**  
**Term Contract for Trash and Biomedical Waste Container Service**  
**for Jefferson County**

**Bids due: 11:00 AM CST, Tuesday, June 9, 2015**

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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  
1001 Pearl Street, 3<sup>rd</sup> 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 – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	Thursday-Friday	Christmas

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## 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 Vendor Registration: SAM (System for Award Management).** Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status.

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

**1.21 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.

**1.22 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.

**Invoices shall be submitted to:** Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7<sup>th</sup> floor, Beaumont, TX 77701.

**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
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

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The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us); phone: 409-835-8593), regarding any questions or comments. Please reference bid number (IFB 15-011/JW).

### Scope

Contract shall be in effect for an initial period of one (1) year **beginning on or about the date of award**, with an option to renew for up to four (4) additional years.

Specific pickup schedules and container locations shall be coordinated with the department heads for each location requiring trash container service. Contractor shall respond to request for changes in pickups and containers with one (1) business day.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all waste deposited into containers.

Contractor shall maintain bulk containers, and shall exercise reasonable care to keep the County's service areas neat and clean. In the case of the County-furnished self-contained compactor, Contractor shall be responsible for maintenance required by normal use. Maintenance or repairs necessitated by the County's misuse or accident shall not be the responsibility of the successful bidder.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all biomedical waste container waste and sharps generated by the County and deposited into the containers.

When so instructed, Contractor shall furnish recycling containers in order to separate and salvage recyclable materials such as cardboard and computer paper. Contractor shall furnish a container to receive cardboard, to be baled, and shall furnish containers to receive computer paper. Cardboard baler will be furnished by others. Contractor shall be responsible only for the placement of the containers. Collection of the recyclable materials and the disposal of the same shall be the responsibility of the County, and the County shall reserve the option to collect or not collect recyclable cardboard and/or computer paper during the term of its agreement with the successful bidder.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components, e.g., dumping fees, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

Vendor shall invoice "per location", with the location name and address included on invoice.

# 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:

Industrial Transportation Waste LLC

For clarification of this offer, contact:

Company Name

2300 Hwy 365 Ste 400

Address

Corey M. Belanger

Name

Nederland      Tx      77627

City

State

Zip

409-727-3335

Phone

409-724-2911

Fax

Corey M. Belanger

Signature of Person Authorized to Sign

Corey.belanger@itwaste11c.com

E-mail

Corey M. Belanger

Printed Name

Business Manager

Title

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

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~~The Offer is hereby accepted for the following items: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four up to (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. 15-011/JW, Term Contract for Trash Container and Biomedical Waste Container 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.***

## Bid Form

The quantities indicated on this Bid Form are **estimates** of the total quantity to be used during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete pickups, containers, and locations. Changes shall be made based on the unit prices bid.

### Item I. Standard Waste Containers (10 cubic yards & under)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jack Brooks Regional Airport – Main Terminal</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Jefferson County Airport – Fuel Service</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Jefferson County Airport – Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Jefferson County Annex I</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ <u>No-Bid</u>
<b>Jefferson County Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ <u>No-Bid</u>
<b>Jefferson County Annex IV</b> 820 Neches, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ <u>No-Bid</u>
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	4 cu. yd.	2 days per wk	\$ <u>No-Bid</u>
<b>Jefferson County Mosquito Control District</b> 8905 First Street, Beaumont, TX 77705 Contact Person: Kevin Sexton 409-719-5940	1	8 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Jefferson County Women's Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	10 cu. yd.	1 day per wk	\$ <u>No-Bid</u>

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Bid Form (Continued)

### Item I. Standard Waste Containers (10 cubic yards & under) – Continued

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jefferson County – Service Center</b> 7789 Viterbo Road, Beaumont, TX 77705 Contact Person: David Fontenot 409-719-5937	1	8 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Jefferson County – Precinct # 1 Service Center</b> 20205 W. Hwy 90, China, TX 77613 Contact Person: Robbie Griffin 409-434-5430	1	4 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Jefferson County – Precinct # 2 Service Center</b> 7759 Viterbo Road, Suite # 1, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Mid-County Office Building</b> 7759 Viterbo Road, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Jefferson County – Precinct # 4 Justice of the Peace</b> 19217 FM 365, Beaumont, TX 77705 Contact Person: Charlotte Law 409-434-5460	1	6 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Jefferson County - Precinct # 4 Service Center</b> 7780 Boyt Road., Beaumont, TX 77713 Contact Person: Kenneth Minkins 409-434-5400	1	4 cu. yd.	2 days per wk	\$ <u>No-Bid</u>
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	10 cu. yd.	5 days per wk	\$ <u>No-Bid</u>
<b>Ben J. Rogers Regional Visitors Center</b> 5055 IH-10 South, Beaumont, TX 77705 Contact Person: Kathi Hughes 409-842-0500	1	8 cu. yd.	1 day per wk	\$ <u>No-Bid</u>
<b>Jefferson County – Sheriff's Dept. Narcotics Division</b> 4640 Hangar Drive, Beaumont, TX, 77705 Contact Person: Chief Hobbs 409-726-2950	1	4 cu. yd.	1 day per wk	\$ <u>No-Bid</u>

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Bid Form (Continued)

### Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	40 cu. yd.	"Will Call"	\$ <u>430.00</u>
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	40 cu. yd.	"Will Call"	\$ <u>430.00</u>
<b>Ford Park Baseball Fields</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	2	20 cu. yd.	"Will Call"	\$ <u>290.00</u> each

### Item III. Compactor (Roll-Off)

County shall provide one self-contained compactor, approximately thirty cubic yards capacity, for the Jefferson County Correctional Facility. Successful Bidder shall transport this compactor to and from Correctional Facility and Disposal Facility, and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Jefferson County Airport – Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	30 cu. yd.	"Will Call"	\$ <u>360.00</u>
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	30 cu. yd.	"Will Call"	\$ <u>360.00</u>
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	30 cu. yd.	"Will Call"	\$ <u>360.00</u>

### Item IV. Container for Recycling Cardboard

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	8 cu. yd.	"Will Call"	\$ <u>N/A</u>

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Bid Form (Continued)

### Item V. Biomedical Waste Containers

Biomedical Waste Containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Capacity	Price per Container Per Haul	Price per Container Per Month
<b>Public Health Dept. (Beaumont) Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	30 lb.	\$ <u>No-Bid</u>	\$ <u>No-Bid</u>
<b>Public Health Dept. (Port Arthur)</b> 246 Dallas Avenue, Port Arthur 77640 Contact Person: Wayne Morris 409-983-8380	1	30 lb.	\$ <u>No-Bid</u>	\$ <u>No-Bid</u>
<b>Jefferson County Regional Crime Laboratory</b> 5030 Hwy. 69 S., Suite 500, Beaumont, TX 77705 Contact Person: Linda Johnson 409-726-2577	6	30 lb.	\$ <u>No-Bid</u>	\$ <u>No-Bid</u>
<b>Jefferson County Employee Health</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: Leslie Little 409-784-5881	1	30 lb.	\$ <u>No-Bid</u>	\$ <u>No-Bid</u>
<b>Community Supervision - Port Arthur</b> 246 Dallas Avenue, Port Arthur, TX 77640 Contact Person: Jerry Johnson 409-983-8360	1	30 lb.	\$ <u>No-Bid</u>	\$ <u>No-Bid</u>
<b>Community Supervision - Beaumont</b> 820 Neches, Beaumont, TX 77701 Contact Person: Jerry Johnson 409-951-2200	1	30 lb.	\$ <u>No-Bid</u>	\$ <u>No-Bid</u>
<b>Jefferson County Women's Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	30 lb.	\$ <u>No-Bid</u>	\$ <u>No-Bid</u>
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	30 lb.	\$ <u>No-Bid</u>	\$ <u>No-Bid</u>

**-BIDDER MUST RETURN THIS PAGE WITH OFFER-**

**Acknowledgment of Addenda (if any):**

Addendum 1  Date Received 6/1/15

Addendum 2  Date Received \_\_\_\_\_

Addendum 3  Date Received \_\_\_\_\_

### 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: ITI

Address: P.O. Box 55808 Beaumont TX 77626

Contact Person and Title: Bobbi

Phone: (409) 898-2346 Fax: (409) 898-2363

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: Adler TANK RENTALS

Address: 4855 Bomeda Drive Beaumont TX 77705

Contact Person and Title: Josh

Phone: 409-679-3916 Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: Enviromental Rental Services

Address: 855 East Hwy 79 Rockdale TX 76567

Contact Person and Title: Rose Trevino

Phone: 713-473-1313 Fax: 713-473-1888

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

### Signature Page

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

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

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

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

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

Industrial Transportation Waste, LLC  
Bidder (Entity Name)

*Carey M. Belanger*  
Signature

6315 N. Hwy 347                      2300 Hwy 365 Ste 400  
Street & Mailing Address

Carey M. Belanger  
Print Name

Bourmont, TX 77705                      Nederland, TX 77627  
City, State & Zip

6-8-15  
Date Signed

409-727-3335  
Telephone Number

409-724-2911  
Fax Number

Carey.Belanger@itwastellc.com  
E-mail Address

**Bidder Shall Return Completed Form with Offer.**

## Conflict of Interest Questionnaire

<b>For vendor or other person doing business with local government entity</b>	
<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 7<sup>th</sup> 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>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p> <p style="margin-left: 20px;"><i>Industrial Transportation Waste, LLC.</i></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 7<sup>th</sup> 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; 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; 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:

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

6-8-15

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.**

Cory M. Belanger

Printed Name of Authorized Representative

Cory M. Belanger

Signature

Business Manager

Title

6-8-15

Date

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

Taxpayer Identification Number (T.I.N.):	1-47-3118835-6
Company Name submitting bid/proposal:	Industrial Transportation Waste, LLC.
Mailing address:	2300 Hwy 365 ste. 400 Nederland, TX 77627
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 TEXAS

on this day personally appeared Corey Belanger, who  
(name)

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

"I, Corey Belanger am a duly authorized officer of/agent  
(name)

for Industrial Transportation Waste, LLC. and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said Industrial Transportation Waste, LLC.  
(name of firm)

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

Name and address of bidder: ITW, LLC. 2300 Hwy 365 Ste 400  
Medford TX 77627

Fax: 409-724-2911 Telephone# 409-727-3335

by: Corey Belanger Title: Business Manager  
(print name)

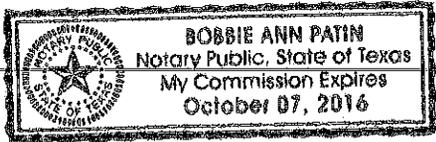
Signature: *Corey Belanger*

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

this the 9th day of JUNE, 2015.

*Bobbie Ann Patin*  
Notary Public in and for  
the State of TEXAS

**Bidder Shall Return Completed Form with Offer.**





Jefferson County Purchasing Department  
 1001 Pearl Street, 3<sup>rd</sup> Floor  
 Beaumont, Texas 77701  
 Phone: 409-835-8593  
 Fax: 409-835-8456

## BIDDER'S LIST APPLICATION

PLEASE TYPE OR PRINT NEATLY! ILLEGIBLE FORMS WILL BE DISCARDED.

### Instructions:

1. Please complete this form and return via email to Yea-Mei Sauer, Contract Specialist at [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us). You may also print the form, fill it out, and mail or fax it to: Jefferson County Purchasing Department, 1001 Pearl Street, 3<sup>rd</sup> Floor, Beaumont, TX 77701, Fax: 409-835-8456.
2. Double check to be sure you have provided all information requested.
3. Select commodities your company **regularly** provides.
4. Do **not** check commodities indiscriminately.
5. A listing in the Jefferson County Purchasing Bidder's List Database means that we will make a reasonable effort to notify you of bid opportunities for the commodities you have checked. Jefferson County will make every effort to notify interested bidders by fax or e-mail. If you are not sure if your contact information is up-to-date, please submit another Bidder's List Application. **Please note that the vendor is responsible for remaining informed of bids and amendments.** The Jefferson County Purchasing Web Page (<http://co.jefferson.tx.us/purchasing/main.htm>) is updated following Commissioners' Court meetings (and otherwise as needed); advertisements for bid also appear in the *Beaumont Enterprise* and *Port Arthur News* (usually on Wednesdays) and *The Examiner* (on Thursdays).
6. If your firm serves as a clearinghouse providing bid information to other firms, use of this database is not the best way to effectively do so. By the time you receive bid information in the mail, time remaining to re-direct the information will be minimal. We suggest you monitor the web page to best inform your clients of relevant bids.
7. This form enters your information into the Bidders' List Database only; in order to be entered into Jefferson County's payment system, you must provide the **Auditor's Office** with a completed and signed W-9 form.

## VENDOR INFORMATION

1. Company Name and Mailing Address for Bidding Forms and Purchase Orders <b>ITW, LLC.</b> 2300 Hwy 365 ste 400 Nederland, TX 77651		2. Mailing Address for Payment (if different from Item #1)	
3. E-mail address for POC: <b>Corey.belanger@ITWASTLLC.COM</b>			
<input checked="" type="checkbox"/> New Application <input type="checkbox"/> Name/Address Change <input type="checkbox"/> Add Commodities <input type="checkbox"/> Delete Commodities			
<input checked="" type="checkbox"/> Federal ID No. <b>1-47-3118835-6</b>		<input type="checkbox"/> Social Security No.	Date of Application <b>6-8-15</b>
4. Type of Organization (Check one): <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Woman-Owned <input checked="" type="checkbox"/> Corporation, Incorporated Under Laws of the State of: _____ <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Partnership <input type="checkbox"/> Individual			
5. How long have you been in your present business? <b>7 years</b>			
6. Subject to 1099 reporting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                     If No, state reason:			
7. Do you provide health care services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
8. Person(s) Authorized to Sign Bids, Offers, and Contracts (Indicate if Agent):			
Name	Official Capacity	Phone No. (with Area Code)	Fax No. (with Area Code)
<b>Corey Belanger</b>	<b>Business Manager</b>	<b>409-727-3335</b>	<b>409-724-2911</b>
9. Person(s) to Contact on Bids or Quotes:			
Name	Official Capacity	Phone No. (with Area Code)	Fax No. (with Area Code)
<b>Robney Suragss</b>	<b>Sales</b>	<b>409-767-0968</b>	<b>409-724-2911</b>
<b>Corey Belanger</b>	<b>Business Manager</b>	<b>409-727-3335</b>	<b>409-724-2911</b>
10. Type of Business (Check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Certified Catalog Vendor – From: _____ To: _____ <input type="checkbox"/> Factory Representative <input type="checkbox"/> Wholesale Dealer <input type="checkbox"/> Retail Dealer <input type="checkbox"/> HUB Vendor – Number: _____ <input checked="" type="checkbox"/> Other (define): <b>Waste services.</b>			
I hereby certify that the information supplied herein is correct:			
<b>Corey M. Belanger</b> <b>Business Manager</b>			<b>6-8-15</b>
Print or Type Name and Title		Signature	Date
For Purchasing Department Use Only			
Date:		Vendor No:	

## COMMODITY LIST

Code	Description
<input type="checkbox"/>	005 Abrasives
<input type="checkbox"/>	010 Acoustical Tile, Insulating Material and Supplies
<input type="checkbox"/>	015 Addressing, Copying, Mimeograph, Spirit Duplicating Machine Supplies, Chemicals, Inks, Paper, etc.
<input type="checkbox"/>	019 Agricultural Crops and Grains Including Fruits, Melons, Nuts and Vegetables
<input type="checkbox"/>	020 Agricultural Equipment, Implements, and Accessories (see Class 022 for parts)
<input type="checkbox"/>	022 Agricultural Implement and Accessory Parts
<input type="checkbox"/>	025 Air Compressors and Accessories
<input type="checkbox"/>	031 Air Conditioning, Heating & Ventilating Equipment, Parts & Access. (see related items in Class 740)
<input type="checkbox"/>	035 Aircraft and Airport Equipment, Parts, and Supplies
<input type="checkbox"/>	040 Animals, Birds, Marine Life, and Poultry, including Accessory Items (Live)
<input type="checkbox"/>	045 Appliances and Equipment, Household Type
<input type="checkbox"/>	050 Art Equipment and Supplies
<input type="checkbox"/>	052 Art Objects
<input type="checkbox"/>	055 Automotive Accessories for Automobiles, Buses, Trucks, etc.
<input type="checkbox"/>	060 Automotive Maintenance Items and Repair/Replacement Parts
<input type="checkbox"/>	065 Automotive Bodies, Accessories, and Parts
<input type="checkbox"/>	070 Automotive Vehicles and Related Transportation Equipment
<input type="checkbox"/>	075 Automotive Shop Equipment and Supplies
<input type="checkbox"/>	080 Badges, Emblems, Name Tags and Plates, Jewelry, etc.
<input type="checkbox"/>	085 Bags, Bagging, Ties, and Erosion Control Equipment
<input type="checkbox"/>	090 Bakery Equipment, Commercial
<input type="checkbox"/>	095 Barber and Beauty Shop Equipment and Supplies
<input type="checkbox"/>	100 Barrels, Drums, Kegs and Containers
<input type="checkbox"/>	105 Bearings (except wheel bearings and seals – see Class 060)
<input type="checkbox"/>	110 Belts and Belting: Conveyor, Elevator, Power Transmission, and V-Belts
<input type="checkbox"/>	115 Biochemical Research
<input type="checkbox"/>	120 Boats, Motors and Marine and Wildlife Supplies
<input type="checkbox"/>	125 Bookbinding Supplies
<input type="checkbox"/>	135 Bricks and Other Clay Products, Refractory Materials and Stone Products
<input type="checkbox"/>	140 Broom, Brush, Mop Manufacturing Machine
<input type="checkbox"/>	145 Brushes (not otherwise classified)
<input type="checkbox"/>	150 Builder's Supplies
<input type="checkbox"/>	155 Buildings and structures: Fabricated and Pre-Fabricated

<b>Code</b>	<b>Description</b>
<input type="checkbox"/>	160 Butcher Shop and Meat Processing Equipment
<input type="checkbox"/>	165 Cafeteria and Kitchen Equipment, Commercial
<input type="checkbox"/>	175 Chemical Laboratory Equipment and Supplies
<input type="checkbox"/>	180 Chemical Raw Materials (in large quantities primarily for manufacturing janitorial and laundry products)
<input type="checkbox"/>	190 Chemical and Solvents, Commercial (in bulk)
<input type="checkbox"/>	192 Cleaning Compositions, Detergents, Solvents, and Strippers – Prepackaged
<input type="checkbox"/>	193 Clinical Laboratory Reagents and Tests (Blood Grouping, Diagnostic, Drug Monitoring, etc.)
<input type="checkbox"/>	195 Clocks, Timers, Watches, and Jeweler's and Watchmaker's Tools and Equipment
<input type="checkbox"/>	200 Clothing Apparel, Uniforms, and Accessories
<input type="checkbox"/>	204 Computer Hardware and Peripherals for Microcomputers
<input type="checkbox"/>	206 Computer Hardware and Peripherals for Mini and Mainframe Computers (Pre-programmed)
<input type="checkbox"/>	207 Computer Accessories and Supplies
<input type="checkbox"/>	208 Computer Software for Microcomputers (Pre-programmed)
<input type="checkbox"/>	209 Computer Software for Mini and Mainframe Computers (Pre-programmed)
<input type="checkbox"/>	210 Concrete and Metal Culverts, Pilings, Septic Tanks, Accessories and Supplies
<input type="checkbox"/>	220 Controlling, Indicating, Measuring, Monitoring, and Recording Instruments
<input type="checkbox"/>	225 Cooler, Drinking Water (Water Fountains)
<input type="checkbox"/>	232 Crafts, General
<input type="checkbox"/>	233 Crafts, Specialized
<input type="checkbox"/>	240 Cutlery, Dishes, Flatware, Glassware, Trays, Utensils, and Supplies
<input type="checkbox"/>	245 Dairy Equipment and Supplies
<input type="checkbox"/>	250 Data Processing Cards and Paper
<input type="checkbox"/>	255 Decals and Stamps
<input type="checkbox"/>	260 Dental Equipment and Supplies
<input type="checkbox"/>	265 Drapes, Curtains, and Upholstery Material (Including Automotive)
<input type="checkbox"/>	269 Drugs and Pharmaceuticals
<input type="checkbox"/>	271 Drugs, Pharmaceuticals & Sets (for large volume parental admin., infusion, irrigation & tube feeding)
<input type="checkbox"/>	280 Electrical Cables and Wires (not electronic)
<input type="checkbox"/>	285 Electrical Equipment and Supplies (except cable and wire)
<input type="checkbox"/>	287 Electronic Components, Replacement Parts, and Accessories and Miscellaneous Electronic Equipment (not for testing or analyzing – see 730)
<input type="checkbox"/>	290 Energy Collecting Equipment and Accessories; Solar and Wind
<input type="checkbox"/>	295 Elevators and Escalators, Building Type
<input type="checkbox"/>	305 Engineering Equipment, Surveying Equipment, Drawing Instruments and Supplies

<b>Code</b>	<b>Description</b>
<input type="checkbox"/>	310 Envelopes, Plain, Printed
<input type="checkbox"/>	315 Epoxy Based Formulations for Adhesives, Coatings, and Related Agents
<input type="checkbox"/>	318 Fare Collection Equipment and Supplies
<input type="checkbox"/>	320 Fastening, Packaging, Strapping, Typing Equipment and Supplies
<input type="checkbox"/>	325 Feed, Bedding, Vitamins & Supplements for Animals (see 875 for drugs/pharmaceuticals for animals)
<input type="checkbox"/>	330 Fencing
<input type="checkbox"/>	335 Fertilizers and Soil Conditioners
<input type="checkbox"/>	340 Fire Protection Equipment and Supplies
<input type="checkbox"/>	345 First Aid and Safety Equipment and Supplies (except nuclear and welding)
<input type="checkbox"/>	350 Flags, Flag Poles, Banners, and Accessories
<input type="checkbox"/>	360 Floor Covering, Floor Covering Installation and Removal Equipment and Supplies
<input type="checkbox"/>	365 Floor Maintenance Machine, Parts and Accessories
<input type="checkbox"/>	370 Food Processing and Canning Equipment and Supplies
<input type="checkbox"/>	375 Foods: Bakery Products, Fresh
<input type="checkbox"/>	380 Foods: Dairy Products
<input type="checkbox"/>	385 Foods: Frozen, Prepared
<input type="checkbox"/>	390 Foods: Perishable
<input type="checkbox"/>	393 Foods: Staple Grocery and Grocer's Miscellaneous Items
<input type="checkbox"/>	395 Forms, Continuous: Computer Paper, Form Labels, Snap-Out Forms, and Folders for Forms
<input type="checkbox"/>	400 Foundry Castings, Equipment and Supplies
<input type="checkbox"/>	405 Fuel, Oil, Grease and Lubricants
<input type="checkbox"/>	410 Furniture: Health Care and Hospital Facility
<input type="checkbox"/>	415 Furniture: Laboratory
<input type="checkbox"/>	420 Furniture: Cafeteria, Chapel, Dormitory, Household, Library, Lounge, School
<input type="checkbox"/>	425 Furniture: Office
<input type="checkbox"/>	430 Gases, Containers, Equipment: Laboratory, Medical and Welding
<input type="checkbox"/>	435 Germicides, Cleaners, and Related Sanitation Products for Health Care Personnel
<input type="checkbox"/>	440 Glass and Glazing Supplies
<input type="checkbox"/>	445 Hand Tools (powered and non-powered), Accessories and Supplies
<input type="checkbox"/>	450 Hardware and Related Items
<input type="checkbox"/>	460 Hoses, Accessories and Supplies: Industrial, Commercial, and Garden
<input type="checkbox"/>	465 Hospital and Surgical Equipment, Instruments, and Supplies
<input type="checkbox"/>	470 Hospital and Handicap Equipment and Supplies: Mobility, Speech Impaired, and Restraint Items
<input type="checkbox"/>	475 Hospital, Surgical and Related Medical Accessories and Sundry Items

<b>Code</b>	<b>Description</b>
<input type="checkbox"/> 485	Janitorial Supplies, General Line
<input type="checkbox"/> 490	Laboratory Equipment & Accessories (for general analytical and research use): Nuclear, Optical, Physical
<input type="checkbox"/> 493	Laboratory and Field Equipment and Supplies: Biochemistry, Chemistry, Environmental Science, etc.
<input type="checkbox"/> 495	Laboratory and Field Equipment and Supplies: Biology, Botany, Geology, Microbiology, Zoology, etc.
<input type="checkbox"/> 500	Laundry and Dry Cleaning Equipment, Accessories, Parts and Supplies – Commercial
<input type="checkbox"/> 505	Laundry and Dry Cleaning Compounds and Supplies
<input type="checkbox"/> 510	Laundry Textiles and Supplies
<input type="checkbox"/> 515	Lawn Maintenance Equipment, Accessories, and Parts (non-agricultural applications)
<input type="checkbox"/> 520	Leather and Related Equipment, Products, Accessories and Supplies
<input type="checkbox"/> 525	Library and Archival Equipment, Machines and Supplies
<input type="checkbox"/> 530	Luggage, Brief Cases, Purses and Related Items
<input type="checkbox"/> 540	Lumber and Related Products
<input type="checkbox"/> 545	Machinery and Hardware, Industrial
<input type="checkbox"/> 550	Markers, Plaques and Traffic Control Devices
<input type="checkbox"/> 555	Marking and Stenciling Devices
<input type="checkbox"/> 556	Mass Transportation – Transit Bus
<input type="checkbox"/> 557	Mass Transportation – Transit Bus Accessories and Parts
<input type="checkbox"/> 558	Mass Transportation – Rail Vehicles and Systems
<input type="checkbox"/> 559	Mass Transportation – Rail Vehicle Parts and Accessories
<input type="checkbox"/> 560	Materials Handling and Storage Equipment and Allied Items
<input type="checkbox"/> 565	Mattress Manufacturing Machinery and Supplies
<input type="checkbox"/> 570	Metals: Bars, Plates, Rods, Sheets, Strips, Structural Shapes, Tubing and Fabricated Items
<input type="checkbox"/> 575	Microfiche and Microfilm Equipment, Accessories and Supplies
<input type="checkbox"/> 580	Musical Instruments, Accessories and Supplies
<input type="checkbox"/> 590	Notions and Related Sewing Accessories and Supplies
<input type="checkbox"/> 595	Nursery Stock, Equipment and Supplies
<input type="checkbox"/> 600	Office Machines, Equipment and Accessories
<input type="checkbox"/> 605	Office Mechanical Aids, Small Machines, and Apparatuses
<input type="checkbox"/> 610	Office Supplies: Carbon Paper and Ribbons, All Types
<input type="checkbox"/> 615	Office Supplies: General
<input type="checkbox"/> 620	Office Supplies: Erasers, Inks, Leads, Pens, Pencils, etc.
<input type="checkbox"/> 625	Optical Equipment. Accessories and Supplies
<input type="checkbox"/> 630	Paints, Protective Coatings, Varnish, Wallpaper and Related Products
<input type="checkbox"/> 635	Painting Equipment and Accessories

<b>Code</b>	<b>Description</b>
<input type="checkbox"/>	640 Paper and Plastic Products, Disposable
<input type="checkbox"/>	645 Paper (Office, Print Shop)
<input type="checkbox"/>	650 Park, Playground, Recreational Area and Swimming Pool Equipment
<input type="checkbox"/>	655 Photographic Equipment & Supplies (not including graphic arts, microfilm and x-ray)
<input type="checkbox"/>	658 Pipe and Tubing
<input type="checkbox"/>	659 Pipe and Tubing Fittings
<input type="checkbox"/>	660 Pipes, Tobaccos, Smoking Accessories, Alcoholic Beverages
<input type="checkbox"/>	665 Plastics, Resins, Fiberglass: Construction, Forming, Laminating, & Molding Equipment, Access./Supplies
<input type="checkbox"/>	670 Plumbing Equipment, Fixtures, and Supplies
<input type="checkbox"/>	675 Poisons: Agricultural and Industrial
<input type="checkbox"/>	680 Police Equipment and Supplies
<input type="checkbox"/>	685 Poultry Equipment and Supplies
<input type="checkbox"/>	690 Power Generation Equipment, Accessories and Supplies
<input type="checkbox"/>	691 Power Transmission Equipment – Electrical, Mechanical, Air and Hydraulic
<input type="checkbox"/>	700 Printing Plant Equipment and Supplies (except paper)
<input type="checkbox"/>	710 Prosthetic Devices, Hearing Aids, Auditory Testing Equipment, Electronic Reading Devices, etc.
<input type="checkbox"/>	715 Publications and Audiovisual Materials (prepared materials only, not equipment, supplies or production)
<input type="checkbox"/>	720 Pumping Equipment and Accessories
<input type="checkbox"/>	725 Radio Communication, and Telecommunications Equipment, Accessories and Supplies
<input type="checkbox"/>	730 Radio Communication, Telecommunication Testing/Measuring/Analyzing Equipment, Access. & Supplies
<input type="checkbox"/>	735 Rags, Shop Towels, and Wiping Cloths
<input type="checkbox"/>	740 Refrigeration Equipment and Accessories
<input type="checkbox"/>	745 Road and Highway Building Materials (asphaltic)
<input type="checkbox"/>	750 Road and Highway Building Materials (non-asphaltic)
<input type="checkbox"/>	755 Road and Highway Equipment and Parts: Asphalt and Concrete Handling and Processing
<input type="checkbox"/>	760 Road and Highway Equipment: Earth Handling, Grading, Moving, Packing, etc.
<input type="checkbox"/>	765 Road and Highway Equipment (except asphalt, concrete and earth handling equipment in 765 and 760)
<input type="checkbox"/>	775 Salt (Sodium Chloride) (see 393 for Table Salt)
<input type="checkbox"/>	780 Scales and Weighing Apparatus (see 175 for laboratory balances)
<input type="checkbox"/>	785 School Equipment and Supplies
<input type="checkbox"/>	790 Seed, Sod, Soil and Inoculants
<input type="checkbox"/>	800 Shoes and Boots
<input type="checkbox"/>	801 Signs, Sign Materials, Sign Marking Equipment, and Related Supplies
<input type="checkbox"/>	803 Sound Systems, Components & Accessories: Group Intercom, Music, Public Address, etc.

<b>Code</b>	<b>Description</b>
<input type="checkbox"/>	805 Sporting Goods, Athletic Equipment and Athletic Facility Equipment
<input type="checkbox"/>	810 Spraying Equipment (except household, nursery plant, and paint)
<input type="checkbox"/>	815 Steam and Hot Water Fittings, Accessories and Supplies
<input type="checkbox"/>	820 Steam and Hot Water Boilers and Steam Heating Equipment
<input type="checkbox"/>	825 Stockman Equipment and Supplies
<input type="checkbox"/>	830 Tanks (metal, wood, and synthetic materials): Mobile, Portable, Stationary and Underground Types
<input type="checkbox"/>	832 Tape (not data processing, measuring, optical, sewing, sound or video)
<input type="checkbox"/>	840 Television Equipment and Accessories
<input type="checkbox"/>	845 Testing Apparatus and Instruments (not for electrical or electronic measurements)
<input type="checkbox"/>	850 Textile, Fibers, Household Linens and Piece Goods
<input type="checkbox"/>	855 Theatrical Equipment and Supplies
<input type="checkbox"/>	860 Tickets, Coupon Books, Sales Books, Strip Books, etc.
<input type="checkbox"/>	863 Tires and Tubes
<input type="checkbox"/>	864 Train Controls, Electronic
<input type="checkbox"/>	865 Twine
<input type="checkbox"/>	870 Venetian Blinds, Awnings, and Shades
<input type="checkbox"/>	875 Veterinary Equipment and Supplies (see 325 for vitamins and supplements for animals)
<input type="checkbox"/>	880 Visual Education Equipment and Supplies (except projection lamps – see 285)
<input type="checkbox"/>	885 Water and Wastewater Treating Chemicals
<input type="checkbox"/>	890 Water Supply, Groundwater and Sewage Treatment Equipment (not for air conditioning, steam boiler or laboratory reagent water)
<input type="checkbox"/>	895 Welding Equipment and Supplies
<input type="checkbox"/>	898 X-ray and Other Radiological Equipment and Supplies (medical)
<input type="checkbox"/>	905 Aircraft Operations Service
<input type="checkbox"/>	906 Architectural Services, Professional
<input type="checkbox"/>	907 Architectural and Engineering Services, Non-Professional
<input type="checkbox"/>	908 Bookbinding, Rebinding and Repairing
<input type="checkbox"/>	909 Building Construction Services, new
<input type="checkbox"/>	910 Building Maintenance and Repair Services (including Pest Control Services)
<input type="checkbox"/>	912 Construction Services, General
<input type="checkbox"/>	913 Construction Services, Heavy
<input type="checkbox"/>	914 Construction Services, Trade (new construction)
<input type="checkbox"/>	915 Communications and Media Related Services
<input type="checkbox"/>	918 Consulting Services

<b>Code</b>	<b>Description</b>
<input type="checkbox"/>	920 Data Processing Services and Software
<input type="checkbox"/>	924 Educational Services
<input type="checkbox"/>	925 Engineering Services, Professional
<input type="checkbox"/>	928 Equipment Maintenance, Reconditioning, Repair Services – Automobiles, Trucks, Trailers, Transit Buses and Other Vehicles
<input type="checkbox"/>	929 Equipment Maintenance, Reconditioning, Repair Services – Agricultural, Heavy Industrial Equipment and Marine Equipment
<input type="checkbox"/>	931 Equipment Maintenance, Reconditioning, Repair Services – Appliance, Athletic, Cafeteria, Furniture, Musical Instruments, and Sewing Equipment
<input type="checkbox"/>	934 Equipment Maintenance, Reconditioning, Repair Services – Laundry, Lawn, Painting, Plumbing, and Spraying Equipment
<input type="checkbox"/>	936 Equipment Maintenance, Reconditioning and Repair Services – General Equipment
<input type="checkbox"/>	938 Equipment Maintenance, Reconditioning, Repair Services – Hospital, Laboratory, and Testing Equipment
<input type="checkbox"/>	939 Equipment Maintenance, Reconditioning, Repair Services – Office, Photographic, and Radio/Television Equipment
<input type="checkbox"/>	940 Equipment Maintenance, Repair, Construction, and Related Services – Railroad
<input type="checkbox"/>	941 Equipment Maintenance, Repair, Construction, and Related Services – Power Generation
<input type="checkbox"/>	945 Fishing, Hunting, Trapping, Game Propagation, and Related Services
<input type="checkbox"/>	946 Financial Services
<input type="checkbox"/>	947 Forestry Services
<input type="checkbox"/>	948 Health Related Services (for human services see 952)
<input type="checkbox"/>	952 Human Services
<input type="checkbox"/>	953 Insurance, All Types
<input type="checkbox"/>	956 Library Services (see 908 for bookbinding, rebinding, and repairing)
<input type="checkbox"/>	959 Marine Construction Services: Marine Equipment Maintenance and Repair; Related Marine Services
<input type="checkbox"/>	964 Personnel, Temporary (employment agency services)
<input type="checkbox"/>	965 Printing Preparations: Etching, Photoengraving, and Preparation of Mats, Negatives, and Plates
<input type="checkbox"/>	966 Printing and Related Services
<input type="checkbox"/>	968 Public Works and Related Services
<input type="checkbox"/>	971 Real Property Rental or Lease
<input type="checkbox"/>	975 Rental or Lease Services of Equipment – Agricultural, Aircraft, Automotive, Heavy Equipment, and Marine Equipment
<input type="checkbox"/>	977 Rental or Lease Services of Equipment – Appliances, Cafeteria, Film, Furniture, Hardware, Musical, Sewing, and Window and Floor Coverings
<input type="checkbox"/>	979 Rental or Lease Services of Equipment – Engineering, Hospital, Laboratory, Precision Instruments, Refrigeration, Scales, and Testing Equipment
<input type="checkbox"/>	981 Rental or Lease Services of Equipment – General Equipment

**Code Description**

- 983 Rental or Lease Services of Equipment – Clothing, Janitorial, Laundry, Lawn, Painting, Spraying, and Textile Equipment
- 
- 985 Rental or Lease Services of Equipment – Office, Photographic, Printing, Radio/Television/Telephone Equipment
- 988 Roadside, Grounds, Recreational and Park Area Services
- 990 Security, Fire, Safety and Emergency Services
- 992 Testing and Calibration Services
- 998 Sale of Surplus and Obsolete Items
- Other – Specify:

*Solid Waste Hauler,  
Collection + Transportation.*

Jefferson County Purchasing Department

Bid # 1BF 15-011/JW

Term Contract for TRASH and Biomedical Waste Container Service for Jefferson County

RECEIVED



**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

1001 Pearl Street – Third Floor  
Beaumont, Texas 77701  
409-835-8593

**ADDENDUM TO IFB**

**IFB Number:** IFB 15-011/JW  
**IFB Title:** Term Contract for Trash and Biomedical Waste Container Service  
**IFB Due:** IFB 15-011/JW  
**Addendum No.:** 1  
**Issued (Date):** June 1, 2015

**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 Bid Form (Attached)**

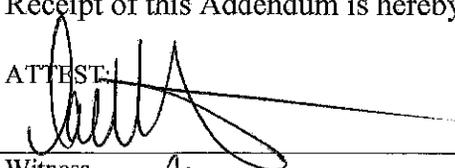
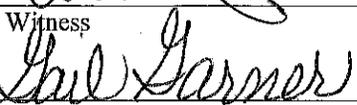
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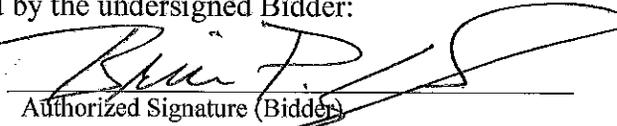
**The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.**

---

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

ATTEST:

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Authorized Signature (Bidder)  
\_\_\_\_\_  
General Manager  
Title of Person Signing Above  
\_\_\_\_\_  
Republic Services, Inc.  
Typed Name of Business or Individual  
\_\_\_\_\_  
6425 Hwy 347, Beaumont, Texas 77705  
\_\_\_\_\_  
Address

Approved by  Date: 6/8/15

## Revised Bid Form – Addendum 1

The quantities indicated on this Bid Form are **estimates** of the total quantity to be used during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete pickups, containers, and locations. Changes shall be made based on the unit prices bid.

### **Item I. Standard Waste Containers (10 cubic yards & under)**

Waste Containers shall be provided and serviced by the successful bidder.

<b>Location</b>	<b>Qty</b>	<b>Capacity</b>	<b>Frequency of Service</b>	<b>Price per Container Per Month</b>
<b>Jack Brooks Regional Airport – Main Terminal</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ 72.60
<b>Jack Brooks Regional Airport – Fuel Service</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ 72.60
<b>Jack Brooks Regional Airport – Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ 72.60
<b>Jefferson County Annex I</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ 455.00
<b>Jefferson County Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ 455.00
<b>Jefferson County Annex IV</b> 820 Neches, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ 455.00
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	4 cu. yd.	2 days per wk	\$ 90.00
<b>Jefferson County Mosquito Control District</b> 8905 First Street, Beaumont, TX 77705 Contact Person: Kevin Sexton 409-719-5940	1	8 cu. yd.	1 day per wk	\$ 72.60
<b>Jefferson County Women's Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	10 cu. yd.	1 day per wk	\$ 91.00

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Revised Bid Form – Addendum 1

### Item I. Standard Waste Containers (10 cubic yards & under) – Continued

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jefferson County – Service Center</b> 7789 Viterbo Road, Beaumont, TX 77705 Contact Person: David Fontenot 409-719-5937	1	8 cu. yd.	1 day per wk	\$ 72.60
<b>Jefferson County – Precinct # 1 Service Center</b> 20205 W. Hwy 90, China, TX 77613 Contact Person: Robbie Griffin 409-434-5430	1	4 cu. yd.	1 day per wk	\$ 45.00
<b>Jefferson County – Precinct # 2 Service Center</b> 7759 Viterbo Road, Suite # 1, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ 72.60
<b>Mid-County Office Building</b> 7759 Viterbo Road, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ 72.60
<b>Jefferson County – Precinct # 4 Justice of the Peace</b> 19217 FM 365, Beaumont, TX 77705 Contact Person: Charlotte Law 409-434-5460	1	6 cu. yd.	1 day per wk	\$ 54.50
<b>Jefferson County - Precinct # 4 Service Center</b> 7780 Boyt Road., Beaumont, TX 77713 Contact Person: Kenneth Minkins 409-434-5400	1	4 cu. yd.	2 days per wk	\$ 80.00
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	10 cu. yd.	5 days per wk	\$ 455.00
<b>Ben J. Rogers Regional Visitors Center</b> 5055 IH-10 South, Beaumont, TX 77705 Contact Person: Kathi Hughes 409-842-0500	1	8 cu. yd.	1 day per wk	\$ 72.60
<b>Jefferson County – Sheriff's Dept. Narcotics Division</b> 4640 Hangar Drive, Beaumont, TX, 77705 Contact Person: Chief Hobbs 409-726-2950	1	4 cu. yd.	1 day per wk	\$ 45.00

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## Revised Bid Form – Addendum 1

### **Item II. Standard Waste Containers (Roll-Off)**

Waste Containers shall be provided and serviced by the successful bidder.

<b>Location</b>	<b>Qty</b>	<b>Capacity</b>	<b>Frequency of Service</b>	<b>Price Per Haul</b>
<b>Jacks Brooks Regional Airport– Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	30 cu. yd.	"Will Call"	\$ 365.00
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	40 cu. yd.	"Will Call"	\$ 400.00
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	40 cu. yd.	"Will Call"	\$ 400.00
<b>Ford Park Baseball Fields</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	2	20 cu. yd.	"Will Call"	\$ 400.00

### **Item III. Compactor (Roll-Off)**

County shall provide one self-contained compactor, approximately thirty cubic yards capacity, for the Jefferson County Correctional Facility. Successful Bidder shall transport this compactor to and from Correctional Facility and Disposal Facility, and shall treat and/or dispose of all compacted waste into this container.

<b>Location</b>	<b>Qty</b>	<b>Capacity</b>	<b>Frequency of Service</b>	<b>Price Per Haul</b>
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	30 cu. yd.	"Will Call"	\$ 475.00
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	30 cu. yd.	"Will Call"	\$ 475.00

### **Item IV. Container for Recycling Cardboard**

<b>Location</b>	<b>Qty</b>	<b>Capacity</b>	<b>Frequency of Service</b>	<b>Price Per Haul</b>
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	8 cu. yd.	"Will Call"	\$ 69.00

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Revised Bid Form – Addendum 1

### Item V. Biomedical Waste Containers

Biomedical Waste Containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Capacity	Price per Container Per Haul	Price per Container Per Month
<b>Public Health Dept. (Beaumont) Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	30 lb.	\$ 59.82	\$ 54.00
<b>Public Health Dept. (Port Arthur)</b> 246 Dallas Avenue, Port Arthur 77640 Contact Person: Wayne Morris 409-983-8380	1	30 lb.	\$ 59.82	\$ 54.00
<b>Jefferson County Regional Crime Laboratory</b> 5030 Hwy. 69 S., Suite 500, Beaumont, TX 77705 Contact Person: Linda Johnson 409-726-2577	6	30 lb.	\$ 47.85	\$ 90.00
<b>Jefferson County Employee Health</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: Leslie Little 409-784-5881	1	30 lb.	\$ 59.82	\$ 54.00
<b>Community Supervision - Port Arthur</b> 246 Dallas Avenue, Port Arthur, TX 77640 Contact Person: Jerry Johnson 409-983-8360	1	30 lb.	\$ 59.82	\$ 54.00
<b>Community Supervision – Beaumont</b> 820 Neches, Beaumont, TX 77701 Contact Person: Jerry Johnson 409-951-2200	1	30 lb.	\$ 59.82	\$ 54.00
<b>Jefferson County Women’s Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	30 lb.	\$ 59.82	\$ 54.00
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	30 lb.	\$ 59.82	\$ 54.00

**-BIDDER MUST RETURN THIS PAGE WITH OFFER-**

**Acknowledgment of Addenda (if any):**

Addendum 1      Date Received 6/2/15

Addendum 2      Date Received     

Addendum 3      Date Received



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1001 Pearl Street, 3<sup>rd</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

### LEGAL NOTICE

#### Advertisement for Invitation for Bids

May 11, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for (IFB 15-011/JW), Term Contract for Trash and Biomedical Waste Container 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 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 Trash and Biomedical Waste Container Service for Jefferson County  
**BID NO:** IFB 15-011/JW  
**DUE DATE/TIME:** 11:00 AM CST, June 9, 2015  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1001 Pearl Street, 3<sup>rd</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent 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 -- May 13<sup>th</sup> & May 20<sup>th</sup>, 2015

**IFB 15-011/JW**  
**Term Contract for Trash and Biomedical Waste Container Service**  
**for Jefferson County**  
**Bids due: 11:00 AM CST, Tuesday, June 9, 2015**

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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  
1001 Pearl Street, 3<sup>rd</sup> 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 – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	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 Vendor Registration: SAM (System for Award Management).** Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status.

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

**1.21 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.

**1.22 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.

**Invoices shall be submitted to:** Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7<sup>th</sup> floor, Beaumont, TX 77701.

**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
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

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The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us); phone: 409-835-8593), regarding any questions or comments. Please reference bid number (IFB 15-011/JW).

### Scope

Contract shall be in effect for an initial period of one (1) year **beginning on or about the date of award**, with an option to renew for up to four (4) additional years.

Specific pickup schedules and container locations shall be coordinated with the department heads for each location requiring trash container service. Contractor shall respond to request for changes in pickups and containers with one (1) business day.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all waste deposited into containers.

Contractor shall maintain bulk containers, and shall exercise reasonable care to keep the County's service areas neat and clean. In the case of the County-furnished self-contained compactor, Contractor shall be responsible for maintenance required by normal use. Maintenance or repairs necessitated by the County's misuse or accident shall not be the responsibility of the successful bidder.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all biomedical waste container waste and sharps generated by the County and deposited into the containers.

When so instructed, Contractor shall furnish recycling containers in order to separate and salvage recyclable materials such as cardboard and computer paper. Contractor shall furnish a container to receive cardboard, to be baled, and shall furnish containers to receive computer paper. Cardboard baler will be furnished by others. Contractor shall be responsible only for the placement of the containers. Collection of the recyclable materials and the disposal of the same shall be the responsibility of the County, and the County shall reserve the option to collect or not collect recyclable cardboard and/or computer paper during the term of its agreement with the successful bidder.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixe. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components, e.g., dumping fees, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

Vendor shall invoice "per location", with the location name and address included on invoice.

# 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:**

BFI Waste Services of Texas, LP, dba:

Allied Waste Services of Beaumont // Republic Services of Beaumont

For clarification of this offer, contact:

Company Name

6425 Hwy 347

Darrell D. Glenn

Address

Name

Beaumont, Texas 77705

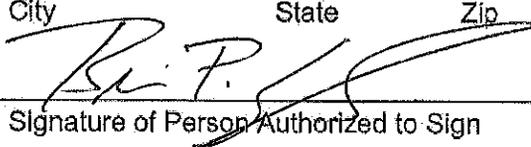
832-525-0977

713-635-2276

City State Zip

Phone

Fax

  
Signature of Person Authorized to Sign

dglenn@republicservices.com

E-mail

Brian Gonzales

Printed Name

General Manager

Title

***Bidder Shall Return Completed Form with Offer.***

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four up to (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. 15-011/JW, Term Contract for Trash Container and Biomedical Waste Container 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.***

## 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: County of Orange, Texas

Address: 714 Border Street, Orange, Texas 77630

Contact Person and Title: Connie Cassidy, Purchasing

Phone: 409-882-7902 Fax: 409-670-4170

Contract Period: 11/1/2014-10/31/15 Scope of Work: Solid Waste/Recycle Removal

### REFERENCE TWO

Government/Company Name: West Orange Cove-ISD

Address: 902 West Park Street, Orange, Texas 77630

Contact Person and Title: Debra Crockett, Purchasing

Phone: 409-882-5468 Fax: \_\_\_\_\_

Contract Period: 6/1/14-5/30/15 Scope of Work: Solid Waste Removal

### REFERENCE THREE

Government/Company Name: City of Bridge City

Address: 260 Rachal, Bridge City, Texas 77611

Contact Person and Title: Jerry Jones- City Manager

Phone: 409-735-6801 Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

***Bidder Shall Return Completed Form with Offer.***

### Signature Page

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

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

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

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

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

BFI Waste Services of Texas, LP, dba:  
Allied Waste Services of Beaumont // Republic Services of Beaumont



\_\_\_\_\_  
Bidder (Entity Name)

\_\_\_\_\_  
6425 Hwy 347  
Street & Mailing Address

\_\_\_\_\_  
Beaumont, Texas 77705  
City, State & Zip

\_\_\_\_\_  
832-525-0977  
Telephone Number

\_\_\_\_\_  
dglenn@republicservices.com  
E-mail Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Brian Gonzales  
Print Name

\_\_\_\_\_  
6/8/15  
Date Signed

\_\_\_\_\_  
713-635-2276  
Fax Number

***Bidder Shall Return Completed Form with Offer.***

## Conflict of Interest Questionnaire

<b>For vendor or other person doing business with local government entity</b>	
<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 7<sup>th</sup> 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>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p> <p style="margin-left: 20px;">N/A</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 7<sup>th</sup> 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.

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.

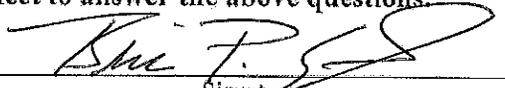
### Did the Prime Contractor/Consultant . . .

- 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 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.

Brian Gonzales  
 \_\_\_\_\_  
 Printed Name of Authorized Representative

  
 \_\_\_\_\_  
 Signature

General Manager  
 \_\_\_\_\_  
 Title

6/8/15

\_\_\_\_\_  
 Date

***Bidder Shall Return Completed Form with Offer.***

\*\*\*\*Due to the size of the IFB, there was no opportunity to add a HUB subcontractor to the bid.



## 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.***



## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: Stericycle, Inc.

Address: 8950 Conroe Park North Drive                      Conroe                      Texas                      77303  
Street    City    State    Zip

Contact person: Kris Arenas    Title: Government Accounts

Phone (with area code): Karenas@stericycle.com                      Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$20,000                      Percentage of Prime Contract: 12 %

Description of Subcontract Work to be Performed: Biomedical Waste Removal

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

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

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

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

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

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

***Bidder Shall Return Completed Form with Offer.***



## 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 Republic Services, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	86-1024527
Company Name submitting bid/proposal:	BFI Waste Services of Texas, LP, dba Allied Waste Services of Beaumont//Republic Services of Beaumont
Mailing address:	6425 Hwy 347, Beaumont, Texas 77705
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 Brian Gonzales, who  
(name)  
after being by me duly sworn, did depose and say:

"I, KIANA C. JEFFRESS am a duly authorized officer of/agent  
(name)  
for Republic Services, Inc. and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Republic Services, 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: Republic Services, Inc.  
6425 Hwy 347, Beaumont, Texas 77705

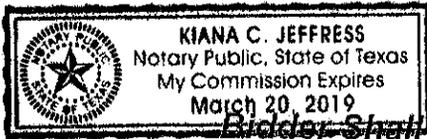
Fax: 713-635-2276 Telephone# 832-525-0977

by: Brian Gonzales Title: General Manager  
(print name)

Signature: *Brian Gonzales*

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

this the 8th day of June, 2015.



*Kiana C. Jeffress*  
Notary Public in and for  
the State of TEXAS

**Bidder Shall Return Completed Form with Offer.**

**CERTIFICATE OF SECRETARY****RELATING TO THE BID OR PROPSAL  
TO PROVIDE A TERM CONTRACT FOR TRASH AND  
BIOMEDICAL WASTE CONTAINER SERVICE  
FOR JEFFERSON COUNTY  
IN THE STATE OF TEXAS**

The undersigned, Secretary of **ALLIED WASTE LANDFILL HOLDINGS, INC.**, a Delaware corporation, the general partner (the "General Partner") of **BFI WASTE SERVICES OF TEXAS, LP**, a Delaware limited partnership (the "Partnership") hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by written consent of the General Partner on July 15, 2011, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

**RESOLVED**, that any individual at the time holding the position of Area President, Area Controller, or General Manager be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the General Partner, in its capacity as the General Partner of the Partnership, in connection with the day-to-day business activities of the Partnership, and further, in addition to the foregoing positions, any Municipal Services Director or Area Municipal Services Manager be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Partnership and any bond required by such bid, proposal or contract in accordance with the existing Levels of Authority.

I further certify that **BRIAN GONZALES** holds the title of General Manager and **BRYAN BOYER** holds the title of Area President and in such capacities each has full authority to act in the name and on behalf of the Partnership as set forth in the foregoing resolution.

**WITNESS MY HAND**, this 3<sup>rd</sup> day of June, 2015.



Eileen B. Schuler, Secretary



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C47870082) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form.

EVIDENCE ONLY



**REPUBLIC**  
**SERVICES**



5301 Brookgreen Drive  
Houston, TX 77017

Jefferson County Purchasing  
Department  
1001 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, TX 77701  
IFB 15-011/JW

2015



**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

1001 Pearl Street – Third Floor  
Beaumont, Texas 77701  
409-835-8593

**ADDENDUM TO IFB**

**IFB Number:** IFB 15-011/JW  
**IFB Title:** Term Contract for Trash and Biomedical Waste Container Service  
**IFB Due:** IFB 15-011/JW  
**Addendum No.:** 1  
**Issued (Date):** June 1, 2015

**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 Bid Form (Attached)**

**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:

Robert Webster  
Witness

Serena Copeland  
Witness

[Signature]  
Authorized Signature (Bidder)

Service Representative  
Title of Person Signing Above

Sprint Waste  
Typed Name of Business or Individual

Approved by RL Date: 6/1/15

1000 S. Business Park Drive  
Port Arthur, Texas 77640

Address

## Revised Bid Form – Addendum 1

The quantities indicated on this Bid Form are **estimates** of the total quantity to be used during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete pickups, containers, and locations. Changes shall be made based on the unit prices bid.

### Item I. Standard Waste Containers (10 cubic yards & under)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jack Brooks Regional Airport – Main Terminal</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ <u>167.33</u>
<b>Jack Brooks Regional Airport – Fuel Service</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ <u>167.33</u>
<b>Jack Brooks Regional Airport – Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ <u>167.33</u>
<b>Jefferson County Annex I</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ <u>1041.74</u>
<b>Jefferson County Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ <u>1041.74</u>
<b>Jefferson County Annex IV</b> 820 Neches, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ <u>1041.74</u>
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	4 cu. yd.	2 days per wk	\$ <u>166.68</u>
<b>Jefferson County Mosquito Control District</b> 8905 First Street, Beaumont, TX 77705 Contact Person: Kevin Sexton 409-719-5940	1	8 cu. yd.	1 day per wk	\$ <u>166.68</u>
<b>Jefferson County Women's Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	10 cu. yd.	1 day per wk	\$ <u>208.35</u>

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Revised Bid Form – Addendum 1

### Item I. Standard Waste Containers (10 cubic yards & under) – Continued

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jefferson County – Service Center</b> 7789 Viterbo Road, Beaumont, TX 77705 Contact Person: David Fontenot 409-719-5937	1	8 cu. yd.	1 day per wk	\$ __166.68__
<b>Jefferson County – Precinct # 1 Service Center</b> 20205 W. Hwy 90, China, TX 77613 Contact Person: Robbie Griffin 409-434-5430	1	4 cu. yd.	1 day per wk	\$ __112.49__
<b>Jefferson County – Precinct # 2 Service Center</b> 7759 Viterbo Road, Suite # 1, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ __166.68__
<b>Mid-County Office Building</b> 7759 Viterbo Road, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ __166.68__
<b>Jefferson County – Precinct # 4 Justice of the Peace</b> 19217 FM 365, Beaumont, TX 77705 Contact Person: Charlotte Law 409-434-5460	1	6 cu. yd.	1 day per wk	\$ __118.12__
<b>Jefferson County - Precinct # 4 Service Center</b> 7780 Boyt Road., Beaumont, TX 77713 Contact Person: Kenneth Minkins 409-434-5400	1	4 cu. yd.	2 days per wk	\$ __166.68__
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	10 cu. yd.	5 days per wk	\$ __1041.74__
<b>Ben J. Rogers Regional Visitors Center</b> 5055 IH-10 South, Beaumont, TX 77705 Contact Person: Kathi Hughes 409-842-0500	1	8 cu. yd.	1 day per wk	\$ __166.68__
<b>Jefferson County – Sheriff's Dept. Narcotics Division</b> 4640 Hangar Drive, Beaumont, TX, 77705 Contact Person: Chief Hobbs 409-726-2950	1	4 cu. yd.	1 day per wk	\$ __83.34__

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Revised Bid Form – Addendum 1

### Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

<b>Location</b>	<b>Qty</b>	<b>Capacity</b>	<b>Frequency of Service</b>	<b>Price Per Haul</b>
<b>Jacks Brooks Regional Airport– Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	30 cu. yd.	"Will Call"	\$ <u>638.00</u>
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	40 cu. yd.	"Will Call"	\$ <u>638.00</u>
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	40 cu. yd.	"Will Call"	\$ <u>530.00</u>
<b>Ford Park Baseball Fields</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	2	20 cu. yd.	"Will Call"	\$ <u>398.00</u>

### Item III. Compactor (Roll-Off)

County shall provide one self-contained compactor, approximately thirty cubic yards capacity, for the Jefferson County Correctional Facility. Successful Bidder shall transport this compactor to and from Correctional Facility and Disposal Facility, and shall treat and/or dispose of all compacted waste into this container.

<b>Location</b>	<b>Qty</b>	<b>Capacity</b>	<b>Frequency of Service</b>	<b>Price Per Haul</b>
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	30 cu. yd.	"Will Call"	\$ <u>794.00</u>
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	30 cu. yd.	"Will Call"	\$ <u>686.00</u>

### Item IV. Container for Recycling Cardboard

<b>Location</b>	<b>Qty</b>	<b>Capacity</b>	<b>Frequency of Service</b>	<b>Price Per Haul</b>
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	8 cu. yd.	"Will Call"	\$ <u>230.00</u>

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Revised Bid Form – Addendum 1

### Item V. Biomedical Waste Containers

Biomedical Waste Containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Capacity	Price per Container Per Haul	Price per Container Per Month
<b>Public Health Dept. (Beaumont) Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	30 lb.	\$ 45.00	\$ 65.00
<b>Public Health Dept. (Port Arthur)</b> 246 Dallas Avenue, Port Arthur 77640 Contact Person: Wayne Morris 409-983-8380	1	30 lb.	\$ 45.00	\$ 65.00
<b>Jefferson County Regional Crime Laboratory</b> 5030 Hwy. 69 S., Suite 500, Beaumont, TX 77705 Contact Person: Linda Johnson 409-726-2577	6	30 lb.	\$ 45.00	\$ 290.00
<b>Jefferson County Employee Health</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: Leslie Little 409-784-5881	1	30 lb.	\$ 45.00	\$ 65.00
<b>Community Supervision - Port Arthur</b> 246 Dallas Avenue, Port Arthur, TX 77640 Contact Person: Jerry Johnson 409-983-8360	1	30 lb.	\$ 45.00	\$ 65.00
<b>Community Supervision – Beaumont</b> 820 Neches, Beaumont, TX 77701 Contact Person: Jerry Johnson 409-951-2200	1	30 lb.	\$ 45.00	\$ 65.00
<b>Jefferson County Women’s Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	30 lb.	\$ 45.00	\$ 65.00
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	30 lb.	\$ 45.00	\$ 65.00

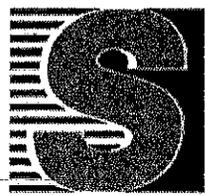
**-BIDDER MUST RETURN THIS PAGE WITH OFFER-**

**Acknowledgment of Addenda (if any):**

Addendum 1 KL Date Received 6/1/15

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

 **Sprint  
Waste Services**

In order for Sprint to submit this bid, line items have been added to the following bid form. If bid is awarded to Sprint, these line items will apply to the compactor equipment used by Jefferson County for Waste disposal.

**Line Item 1-** Compactor Repairs will be billed at cost plus 15%

**Line Item 2-** Labor for Compactor Repairs will be billed a \$75 per hour, rate is Portal to Portal

**Line Item 3-**Compactor Monthly Rent will be \$566 per month each

If there are any questions or concerns about these added line items, please feel free to contact me via email or phone.

Best Regards,

*Kyle Gillam*

Service Representative

[kgillam@sprintwaste.com](mailto:kgillam@sprintwaste.com)

409-540-0604



KYLE GILLAM



**Sprint Waste**

409.736.2572 Fax  
409.540.0604 Cell  
kgillam@sprintwaste.com

409.736.3600 Office  
1000 S. Business Park Drive  
Port Arthur, Texas 77640

**sprintcos.com**

IFB 15-01115W

167

Term contract for Trash and Biomedical waste container  
Service for Jefferson County

11:00 am, June 9, 2015

Sprint Waste Services

1000 S BUSINESS PARK DRIVE

PORT ARTHUR, TX 77640

Jefferson County Purchasing D

1001 Pearl Street, 3<sup>rd</sup> Floor

Beaumont, TX 77701



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1001 Pearl Street, 3<sup>rd</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

### LEGAL NOTICE

#### Advertisement for Invitation for Bids

May 11, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for (IFB 15-011/JW), Term Contract for Trash and Biomedical Waste Container 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 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 Trash and Biomedical Waste Container Service for Jefferson County  
**BID NO:** IFB 15-011/JW  
**DUE DATE/TIME:** 11:00 AM CST, June 9, 2015  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1001 Pearl Street, 3<sup>rd</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent 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 – May 13<sup>th</sup> & May 20<sup>th</sup>, 2015

**IFB 15-011/JW**  
**Term Contract for Trash and Biomedical Waste Container Service**  
**for Jefferson County**  
**Bids due: 11:00 AM CST, Tuesday, June 9, 2015**

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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  
1001 Pearl Street, 3<sup>rd</sup> 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 – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	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 Vendor Registration: SAM (System for Award Management).** Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status.

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

**1.21 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.

**1.22 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.

**Invoices shall be submitted to:** Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7<sup>th</sup> floor, Beaumont, TX 77701.

**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
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 contract that 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

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The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number (IFB 15-011/JW).

### Scope

Contract shall be in effect for an initial period of one (1) year **beginning on or about the date of award**, with an option to renew for up to four (4) additional years.

Specific pickup schedules and container locations shall be coordinated with the department heads for each location requiring trash container service. Contractor shall respond to request for changes in pickups and containers with one (1) business day.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all waste deposited into containers.

Contractor shall maintain bulk containers, and shall exercise reasonable care to keep the County's service areas neat and clean. In the case of the County-furnished self-contained compactor, Contractor shall be responsible for maintenance required by normal use. Maintenance or repairs necessitated by the County's misuse or accident shall not be the responsibility of the successful bidder.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all biomedical waste container waste and sharps generated by the County and deposited into the containers.

When so instructed, Contractor shall furnish recycling containers in order to separate and salvage recyclable materials such as cardboard and computer paper. Contractor shall furnish a container to receive cardboard, to be baled, and shall furnish containers to receive computer paper. Cardboard baler will be furnished by others. Contractor shall be responsible only for the placement of the containers. Collection of the recyclable materials and the disposal of the same shall be the responsibility of the County, and the County shall reserve the option to collect or not collect recyclable cardboard and/or computer paper during the term of its agreement with the successful bidder.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components, e.g., dumping fees, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

Vendor shall invoice "per location", with the location name and address included on invoice.

# 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:**

Sprint Waste  
Company Name

For clarification of this offer, contact:

1000 S. Business Park Dr.  
Address

Kyle Gillam  
Name

Pocahontas TX 77640  
City State Zip

736-3600 (409)-736-2572  
Phone Fax

[Signature]  
Signature of Person Authorized to Sign

kgillam@sprintwaste.com  
E-mail

Kyle Gillam  
Printed Name

Service Rep  
Title

***Bidder Shall Return Completed Form with Offer.***

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four up to (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. 15-011/JW, Term Contract for Trash Container and Biomedical Waste Container 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.***

## Bid Form

The quantities indicated on this Bid Form are **estimates** of the total quantity to be used during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete pickups, containers, and locations. Changes shall be made based on the unit prices bid.

### Item I. Standard Waste Containers (10 cubic yards & under)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jack Brooks Regional Airport – Main Terminal</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Airport – Fuel Service</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Airport – Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Annex I</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ _____
<b>Jefferson County Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ _____
<b>Jefferson County Annex IV</b> 820 Neches, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ _____
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	4 cu. yd.	2 days per wk	\$ _____
<b>Jefferson County Mosquito Control District</b> 8905 First Street, Beaumont, TX 77705 Contact Person: Kevin Sexton 409-719-5940	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Women's Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	10 cu. yd.	1 day per wk	\$ _____

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Bid Form (Continued)

### Item I. Standard Waste Containers (10 cubic yards & under) – Continued

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jefferson County – Service Center</b> 7789 Viterbo Road, Beaumont, TX 77705 Contact Person: David Fontenot 409-719-5937	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Precinct # 1 Service Center</b> 20205 W. Hwy 90, China, TX 77613 Contact Person: Robbie Griffin 409-434-5430	1	4 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Precinct # 2 Service Center</b> 7759 Viterbo Road, Suite # 1, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ _____
<b>Mid-County Office Building</b> 7759 Viterbo Road, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Precinct # 4 Justice of the Peace</b> 19217 FM 365, Beaumont, TX 77705 Contact Person: Charlotte Law 409-434-5460	1	6 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County - Precinct # 4 Service Center</b> 7780 Boyt Road., Beaumont, TX 77713 Contact Person: Kenneth Minkins 409-434-5400	1	4 cu. yd.	2 days per wk	\$ _____
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	10 cu. yd.	5 days per wk	\$ _____
<b>Ben J. Rogers Regional Visitors Center</b> 5055 IH-10 South, Beaumont, TX 77705 Contact Person: Kathi Hughes 409-842-0500	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Sheriff's Dept. Narcotics Division</b> 4640 Hangar Drive, Beaumont, TX, 77705 Contact Person: Chief Hobbs 409-726-2950	1	4 cu. yd.	1 day per wk	\$ _____

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Bid Form (Continued)

### Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	40 cu. yd.	"Will Call"	\$ _____
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	40 cu. yd.	"Will Call"	\$ _____
<b>Ford Park Baseball Fields</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	2	20 cu. yd.	"Will Call"	\$ _____

### Item III. Compactor (Roll-Off)

County shall provide one self-contained compactor, approximately thirty cubic yards capacity, for the Jefferson County Correctional Facility. Successful Bidder shall transport this compactor to and from Correctional Facility and Disposal Facility, and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Jefferson County Airport – Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	30 cu. yd.	"Will Call"	\$ _____
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	30 cu. yd.	"Will Call"	\$ _____
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	30 cu. yd.	"Will Call"	\$ _____

### Item IV. Container for Recycling Cardboard

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	8 cu. yd.	"Will Call"	\$ _____

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Bid Form (Continued)

### Item V. Biomedical Waste Containers

Biomedical Waste Containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Capacity	Price per Container Per Haul	Price per Container Per Month
<b>Public Health Dept. (Beaumont) Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	30 lb.	\$ _____	\$ _____
<b>Public Health Dept. (Port Arthur)</b> 246 Dallas Avenue, Port Arthur 77640 Contact Person: Wayne Morris 409-983-8380	1	30 lb.	\$ _____	\$ _____
<b>Jefferson County Regional Crime Laboratory</b> 5030 Hwy. 69 S., Suite 500, Beaumont, TX 77705 Contact Person: Linda Johnson 409-726-2577	6	30 lb.	\$ _____	\$ _____
<b>Jefferson County Employee Health</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: Leslie Little 409-784-5881	1	30 lb.	\$ _____	\$ _____
<b>Community Supervision - Port Arthur</b> 246 Dallas Avenue, Port Arthur, TX 77640 Contact Person: Jerry Johnson 409-983-8360	1	30 lb.	\$ _____	\$ _____
<b>Community Supervision – Beaumont</b> 820 Neches, Beaumont, TX 77701 Contact Person: Jerry Johnson 409-951-2200	1	30 lb.	\$ _____	\$ _____
<b>Jefferson County Women's Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	30 lb.	\$ _____	\$ _____
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	30 lb.	\$ _____	\$ _____

**-BIDDER MUST RETURN THIS PAGE WITH OFFER-**

**Acknowledgment of Addenda (if any):**

Addendum 1 KG                      Date Received 6/1/15

Addendum 2 \_\_\_\_\_                      Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_                      Date Received \_\_\_\_\_

## Vendor References

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

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

### REFERENCE ONE

Government/Company Name: City of Port Arthur  
 Address: P.O. Box 1089, Port Arthur 77640  
 Contact Person and Title: Charles Shajari - Utility Operations Engineer  
 Phone: 409-983-8227 Fax: \_\_\_\_\_  
 Contract Period: Business Hours Scope of Work: Waste Services

### REFERENCE TWO

Government/Company Name: Beaumont I.S.D.  
 Address: P.O. Box 672 Beaumont 77704  
 Contact Person and Title: Rachel Lopez Maintenance Dept.  
 Phone: 409-617-5654 Fax: \_\_\_\_\_  
 Contract Period: Business Hours Scope of Work: Waste Services

### REFERENCE THREE

Government/Company Name: City of Bridge City  
 Address: P.O. Box 846 Bridge City 77611  
 Contact Person and Title: Ricky Leblanc City Official  
 Phone: 409-735-6530 Fax: \_\_\_\_\_  
 Contract Period: Business Hours Scope of Work: Waste 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

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>Sprint Waste Services, LP</u> Bidder (Entity Name)	<u></u> Signature
<u>1000 South Business Park Drive</u> Street & Mailing Address	<u>Greg Gabriele</u> Print Name
<u>Port Arthur, TX 77640</u> City, State & Zip	<u>6-5-15</u> Date Signed
<u>409-736-3600</u> Telephone Number	<u>409-736-2530</u> Fax Number
<u>ggabriele@sprintwaste.com</u> E-mail Address	

**Bidder Shall Return Completed Form with Offer.**

### Conflict of Interest Questionnaire

<b>For vendor or other person doing business with local government entity</b>	
<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 7<sup>th</sup> 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>	<p>OFFICE USE ONLY</p>
<p>1. Name of person doing business with local governmental entity.</p> <p style="font-size: 1.2em; margin-left: 20px;"><i>Greg Gabriele on behalf of SPRINT Waste SERVICES, LP</i></p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em; 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 7<sup>th</sup> 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: 1.5em; 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: 1.5em; 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.

  
\_\_\_\_\_  
Signature of person doing business with the governmental entity

*6-5-15*  
\_\_\_\_\_  
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 . . .

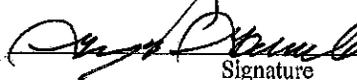
- Yes  No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes  No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time 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.

Greg Gabriele

Printed Name of Authorized Representative



Signature

General Manager

Title

6-5-15

Date

**Bidder Shall Return Completed Form with Offer.**

### Good Faith Effort (GFE) Determination Checklist

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Response to a selection of "NO" for HUB participation.

Sprint Waste Services, LP reviewed the list of Texas Comptroller of Public Accounts Web Site –  
Specifically the HUB Program Directory Search:

<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>

Sprint Waste Services was unable to locate a company that could perform any percentage of waste collection or bio-medical waste services.

### 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: Sprint Waste Services, LP HUB: p Yes p No

Address: 1000 South Business Park Dr, Port Arthur, TX 77640  
Street City State Zip

Phone (with area code): 409-736-3600 Fax (with area code): 409-736-2530

Project Title & No.: Term Contract for Trash & Biomedical Waste Container Service for Jefferson County - IFB 15-011/JW

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

HUB Subcontractor Name: N/A

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

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

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

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

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

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

Greg Gabriele  
Printed Name of Contractor Representative

[Signature]  
Signature of Representative

6-5-15  
Date

\_\_\_\_\_  
Printed Name of HUB

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

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

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

**Bidder Shall Return Completed Form with Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

*This information must be submitted with your bid.*

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

Prime Contractor: Sprint Waste Services, LP HUB:  Yes  No

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

Address: 1000 South Business Park Dr. Port Arthur, TX 77640  
Street City State Zip

Phone (with area code): 409-736-3600 Fax (with area code): 409-736-2580

Project Title & No.: Term contract for Trash & Biomedical Waste Container Service for Jefferson Co. IFB/RFP No.: IFB 15-011/JW

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

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

Sub-goals: 1.7 African-American, 0.7% 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): Greg Gabriele

Title: GENERAL MANAGER

Signature: *Greg Gabriele*

Date: 6-5-15

E-mail address: ggabriele@sprintwaste.com

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

Name (print or type): Cyndy HARGRAVES

Title: OFFICE MANAGER

Date: 6-5-15

E-mail address: CHARGRAVES@SPRINTWASTE.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 Sprint Waste Services, LP [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.):	20-4435522
Company Name submitting bid/proposal:	Sprint Waste Services, LP
Mailing address:	1000 S. Business Park Dr, Port Arthur, TX 77640
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 Texas,

on this day personally appeared Greg Gabriele, who  
(name)

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

"I, Greg Gabriele am a duly authorized officer of/agent  
(name)  
for Sprint Waste Services, LP and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Sprint Waste Services, LP  
(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."

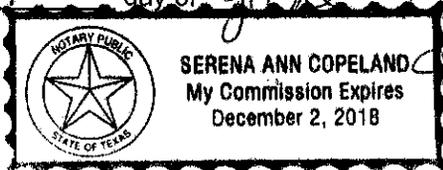
Name and address of bidder: Sprint Waste Services, LP  
1000 South Business Park Dr., Port Arthur, TX 77640

Fax: 409-736-2530 Telephone# 409-736-3600

by: Greg Gabriele Title: General MANAGER  
(print name)

Signature: *Greg Gabriele*

SUBSCRIBED AND SWORN to before me by the above-named  
Gregory Gabriele on  
this the 9th day of June, 2015.



*Serena Ann Copeland*  
Notary Public in and for  
the State of Texas

**Bidder Shall Return Completed Form with Offer.**

## Revised Bid Form – Addendum 1

The quantities indicated on this Bid Form are estimates of the total quantity to be used during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete pickups, containers, and locations. Changes shall be made based on the unit prices bid.

### Item I. Standard Waste Containers (10 cubic yards & under)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jack Brooks Regional Airport – Main Terminal</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ <u>129.89</u>
<b>Jack Brooks Regional Airport – Fuel Service</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ <u>129.89</u>
<b>Jack Brooks Regional Airport – Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ <u>129.89</u>
<b>Jefferson County Annex I</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ <u>662.10</u>
<b>Jefferson County Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ <u>662.10</u>
<b>Jefferson County Annex IV</b> 820 Neches, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ <u>662.10</u>
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	4 cu. yd.	2 days per wk	\$ <u>133.89</u>
<b>Jefferson County Mosquito Control District</b> 8905 First Street, Beaumont, TX 77705 Contact Person: Kevin Sexton 409-719-5940	1	8 cu. yd.	1 day per wk	\$ <u>129.89</u>
<b>Jefferson County Women's Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	10 cu. yd.	1 day per wk	\$ <u>141.25</u>

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Revised Bid Form – Addendum 1

### Item I. Standard Waste Containers (10 cubic yards & under) – Continued

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jefferson County – Service Center</b> 7789 Viterbo Road, Beaumont, TX 77705 Contact Person: David Fontenot 409-719-5937	1	8 cu. yd.	1 day per wk	\$ <u>129.89</u>
<b>Jefferson County – Precinct # 1 Service Center</b> 20205 W. Hwy 90, China, TX 77613 Contact Person: Robbie Griffin 409-434-5430	1	4 cu. yd.	1 day per wk	\$ <u>100.88</u>
<b>Jefferson County – Precinct # 2 Service Center</b> 7759 Viterbo Road, Suite # 1, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ <u>129.89</u>
<b>Mid-County Office Building</b> 7759 Viterbo Road, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ <u>129.89</u>
<b>Jefferson County – Precinct # 4 Justice of the Peace</b> 19217 FM 365, Beaumont, TX 77705 Contact Person: Charlotte Law 409-434-5460	1	6 cu. yd.	1 day per wk	\$ <u>111.59</u>
<b>Jefferson County - Precinct # 4 Service Center</b> 7780 Boyt Road., Beaumont, TX 77713 Contact Person: Kenneth Minkins 409-434-5400	1	4 cu. yd.	2 days per wk	\$ <u>133.89</u>
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	10 cu. yd.	5 days per wk	\$ <u>662.10</u>
<b>Ben J. Rogers Regional Visitors Center</b> 5055 IH-10 South, Beaumont, TX 77705 Contact Person: Kathi Hughes 409-842-0500	1	8 cu. yd.	1 day per wk	\$ <u>129.89</u>
<b>Jefferson County – Sheriff's Dept. Narcotics Division</b> 4640 Hangar Drive, Beaumont, TX, 77705 Contact Person: Chief Hobbs 409-726-2950	1	4 cu. yd.	1 day per wk	\$ <u>100.88</u>

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Revised Bid Form – Addendum 1

### Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price Per Haul
Jacks Brooks Regional Airport-- Maintenance Shop Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	30 cu. yd.	"Will Call"	\$ <u>375.00</u>
Jefferson County Correctional Facility 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	40 cu. yd.	"Will Call"	\$ <u>400.00</u>
Ford Park Arena 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	40 cu. yd.	"Will Call"	\$ <u>400.00</u>
Ford Park Baseball Fields 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	2	20 cu. yd.	"Will Call"	\$ <u>317.00</u>

### Item III. Compactor (Roll-Off)

County shall provide one self-contained compactor, approximately thirty cubic yards capacity, for the Jefferson County Correctional Facility. Successful Bidder shall transport this compactor to and from Correctional Facility and Disposal Facility, and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price Per Haul
Jefferson County Correctional Facility 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	30 cu. yd.	"Will Call"	\$ <u>450.00</u>
Ford Park Arena 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	30 cu. yd.	"Will Call"	\$ <u>450.00</u>

### Item IV. Container for Recycling Cardboard

Location	Qty	Capacity	Frequency of Service	Price Per Haul
Ford Park Arena 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	8 cu. yd.	"Will Call"	\$ <u>129.89</u>

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Revised Bid Form – Addendum 1

### Item V. Biomedical Waste Containers

Biomedical Waste Containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Capacity	Price per Container Per Haul	Price per Container Per Month
Public Health Dept. (Beaumont) Annex II 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	30 lb.	\$ <u>N/A</u>	\$ <u>N/A</u>
Public Health Dept. (Port Arthur) 246 Dallas Avenue, Port Arthur 77640 Contact Person: Wayne Morris 409-983-8380	1	30 lb.	\$ <u>N/A</u>	\$ <u>N/A</u>
Jefferson County Regional Crime Laboratory 5030 Hwy. 69 S., Suite 500, Beaumont, TX 77705 Contact Person: Linda Johnson 409-726-2677	6	30 lb.	\$ <u>N/A</u>	\$ <u>N/A</u>
Jefferson County Employee Health 215 Franklin Street, Beaumont, TX 77701 Contact Person: Leslie Little 409-784-5881	1	30 lb.	\$ <u>N/A</u>	\$ <u>N/A</u>
Community Supervision - Port Arthur 246 Dallas Avenue, Port Arthur, TX 77640 Contact Person: Jerry Johnson 409-983-8360	1	30 lb.	\$ <u>N/A</u>	\$ <u>N/A</u>
Community Supervision – Beaumont 820 Neches, Beaumont, TX 77701 Contact Person: Jerry Johnson 409-951-2200	1	30 lb.	\$ <u>N/A</u>	\$ <u>N/A</u>
Jefferson County Women's Center 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	30 lb.	\$ <u>N/A</u>	\$ <u>N/A</u>
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	30 lb.	\$ <u>N/A</u>	\$ <u>N/A</u>

**-BIDDER MUST RETURN THIS PAGE WITH OFFER-**

**Acknowledgment of Addenda (if any):**

Addendum 1  Date Received Jan 1, 2015  
 Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_  
 Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

# 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:

WASTE MANAGEMENT OF TEXAS, INC.

For clarification of this offer, contact:

Company Name

2175 W. CARDINAL DRIVE

TERRY WOODSON

Address

Name

BEAUMONT, TX 77705

713.423.1762 / 1.866.233.7683

City State Zip

Phone Fax



twoodson@wm.com

Signature of Person Authorized to Sign

E-mail

RAYMOND FRANKS

Printed Name

PUBLIC SECTOR SOLUTIONS MANAGER

Title

**Bidder Shall Return Completed Form with Offer.**

### Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four up to (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. 15-011/JW, Term Contract for Trash Container and Biomedical Waste Container 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.***

## 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: Montgomery County Texas  
 Address: P.O. Box 539 Conroe, TX 77305  
 Contact Person and Title: Darlow Zeno - Purchaser  
 Phone: 936-539-7980 Fax: 936-760-6976  
 Contract Period: Since 1999 Scope of Work: Solid Waste Services

### REFERENCE TWO

Government/Company Name: City of Orange  
 Address: P.O. Box 520 Orange, TX 77631  
 Contact Person and Title: Dr Shawn Dubre, City Manager  
 Phone: 409-886-3611 Fax: 409-883-1081  
 Contract Period: Since 2002 Scope of Work: Solid Waste Residential SVS

### REFERENCE THREE

Government/Company Name: City of Silsbee  
 Address: 105 South 3rd St. Silsbee, TX 77656  
 Contact Person and Title: Tommy Bartosh, City Administrative  
 Phone: 409-385-2863 Fax: —  
 Contract Period: Since 2009 Scope of Work: Solid Waste 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.

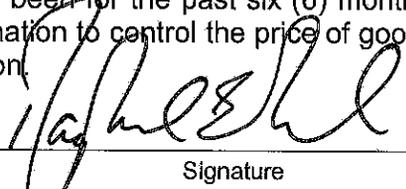
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? .....Yes  No

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.

WASTE MANAGEMENT OF TX, INC.  
Bidder (Entity Name)

  
Signature

2175 W. CARDINAL DRIVE  
Street & Mailing Address

RAYMOND FRANKS  
Print Name

BEAUMONT, TX 77705  
City, State & Zip

6/5/2015  
Date Signed

713-423-1762  
Telephone Number

1-866-233-7683  
Fax Number

twoodson@wm.com  
E-mail Address

**Bidder Shall Return Completed Form with Offer.**

**Waste Management of Texas, Inc.'s (WMT) Exceptions to  
Jefferson County's Invitation for Bids (IFB 15-011/JW) for Trash  
and Biomedical Waste Container Service for County Facilities  
June 9, 2015**

WMT takes the following exceptions in response to the County's IFB referenced above and requires that, if awarded the services, the final contract reflect the following terms:

1. WMT requires that any renewal of the contract must be mutually agreed to in writing by both the County and WMT.
2. To the extent that the language on page 6, section 2.2. of the IFB implies that goods must be new, WMT takes exception, but agrees to provide equipment that is in first class condition and capable of fully meeting the performance requirements.
3. WMT requests that the U.S. Consumer Price Index for water, sewer, and trash be used as the basis for determining annual rate increases rather than the price re-determination language contained in section 4.4 on page 8 and page 13 of the IFB.
4. WMT requests 7 days in order to cure any default alleged by the County prior to the County having the right to terminate the contract for default. WMT takes exception to the language in section 4.5 on pages 8-9 that allows the County to terminate the contract without cause.
5. WMT seeks to clarify the language on page 13 of the IFB as follows: WMT will agree to maintain the County-furnished compactors, but WMT will not be responsible for costs or expenses associated with compactor repairs or replacement parts.
4. In addition to the above items, WMT requires that the language below be included in the Contract, which language is standard in the waste industry:
  - a. The County agrees that the materials to be collected under this Contract constitute only non-hazardous "Solid Waste" as defined herein. For purposes of this Contract, "Solid Waste" means all non-hazardous putrescible and non-putrescible solid waste materials generated at the County facilities included in this contract. Solid Waste excludes biomedical waste and sharps; Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes; any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous waste or material, or toxic substance, as defined by, characterized or listed under applicable federal, state, or local laws or regulations; or any materials containing information protected by federal, state or local privacy and security laws or regulations (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with the generator of the Solid Waste at all times.
  - b. All equipment furnished by WMT shall remain the property of WMT. The County shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Contract, WMT's equipment shall be made available to WMT for return. The County shall have care, custody and control of the equipment and shall be responsible for all loss or damage to the equipment while on the customer's premises, except for reasonable wear and tear or damage caused by WMT's negligence or misconduct.

c. The County shall ensure that unobstructed access to the equipment is provided to WMT on the scheduled collection day. WMT shall not be responsible for any damage to the County's property, including pavement, subsurface or curbing, resulting from WMT's provision of services hereunder, unless caused by WMT's negligence or gross misconduct. The County represents that its right of way is sufficient to bear the weight of WMT's equipment and vehicles.

d. Neither party shall be in default for its failure to perform or delay in performance caused by force majeure events or significant threats of events beyond its reasonable control, including without limitation, strikes, riots, imposition of laws or governmental orders, fires, hurricanes, major storms, acts of war or terrorism, acts of God, and the affected party shall be excused from performance during the occurrence of such events.

WMT's proposal is conditioned upon the exceptions set forth above. WMT agrees to work in good faith with the County to negotiate a final Contract with terms that are acceptable to both parties.

## Conflict of Interest Questionnaire

<b>For vendor or other person doing business with local government entity</b>	
<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 7<sup>th</sup> 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>	<p><b>OFFICE USE ONLY</b></p>
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">TERRY WOODSON</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="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 7<sup>th</sup> 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;">(NO KNOWN AFFILIATION)</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;">(NO KNOWN AFFILIATION)</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.

7.

Terry Woodson by [Signature]

Signature of person doing business with the governmental entity

6/5/15

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 . . .

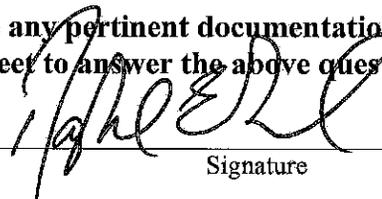
- Yes  No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes  No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time 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.

RAYMOND FRANKS

Printed Name of Authorized Representative



Signature

PUBLIC SECTOR SOLUTIONS MANAGER

Title

6/5/15

Date

**Bidder Shall Return Completed Form with Offer.**

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

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

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

Yes  No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***Bidder Shall Return Completed Form with Offer.***

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

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

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

Yes  No

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

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

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

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

Project Title & No.: \_\_\_\_\_ 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 WASTE MANAGEMENT OF TX, INC. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	75-1223528
Company Name submitting bid/proposal:	WASTE MANAGEMENT OF TEXAS, INC.
Mailing address:	2175 W. CARDINAL DRIVE - BEAUMONT, TX 77705
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 RAYMOND FRANKS, who  
(name)

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

"I, DIXIE GIBSON MEYNIER am a duly authorized officer of/agent  
(name)

for WASTE MANAGEMENT OF TEXAS INC. and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said WASTE MANAGEMENT OF TEXAS, 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: WASTE MANAGEMENT OF TEXAS, INC.  
2175 W. CARDINAL DRIVE - BEAUMONT, TX 77705

Fax: 1-866-233-7683 Telephone# 713-423-1762

by: RAYMOND FRANKS Title: PUBLIC SECTOR SOLUTIONS MANAGER  
(print name)

Signature: [Handwritten Signature]

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

this the 5TH day of JUNE, 2015.

[Handwritten Signature]

Notary Public in and for the State of TEXAS



**Bidder Shall Return Completed Form with Offer.**



2175 West Cardinal  
Beaumont, TX 77705

Jefferson County Purchasing Department  
1001 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, Texas 77701

**BID NUMBER: IFB 15-011/JW**

**BID NAME: Term Contract for Trash and Biomedical  
Waste Container Service for Jefferson County**

**DUE DATE/TIME: 11:00 AM CST, June 9, 2015**

**"SEALED BID"**

~~FW~~ / KJS<sup>gn</sup>

# CONTRACT RENEWAL FOR IFB 13-009 ON CALL COURT REPORTING AND TRANSCRIPTION

The County entered into a contract with Jan Girouard & Associates for one (1) year, from August 11, 2014 to August 10, 2015 with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for the second additional one (1) additional year from August 10, 2015 to August 9, 2016.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
Jan Girouard & Associates

  
\_\_\_\_\_  
(Name)

**CONTRACT RENEWAL FOR IFB 12-020/JW  
FIRE SPRINKLER, FIRE PUMP, KITCHEN HOOD SUPPRESSION,  
HALON 1301 FIRE SUPPRESSION INSPECTION FOR JEFFERSON  
COUNTY**

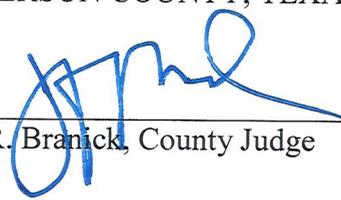
The County entered into a contract with Firetrol Protection Systems, Inc. for one (1) year, from June 30, 2014 to June 29, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional one (1) additional year from June 30, 2015 to June 29, 2016.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

  
\_\_\_\_\_  
Jeff R. Branick, County Judge



CONTRACTOR:  
Firetrol Protection Systems, Inc.

  
\_\_\_\_\_  
(Name)

CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT (this "Consent") is given  
on the 15<sup>th</sup> day of June, 2015, by Jefferson County, Texas ("Owner").

John Paul's Food Service has entered into an asset purchase agreement ("Ernest Money Contract") providing for, among other things, the sale of substantially all the assets owned by John Paul's Café at the Courthouse, to Colin's Kitchen LLC.

Effective June 15, 2015, Colin's Kitchen LLC will continue the operation of John Paul's Café at the Courthouse and the employees of John Paul's Café at the Courthouse will become employees of Colin's Kitchen LLC.

Owner does hereby consent to the assignment of the Agreements by John Paul's Café at the Courthouse, to Colin's Kitchen LLC, and the assumption of the Agreements by Colin's Kitchen LLC. Owner hereby confirms that as of the date hereof, the Agreements are not in default, that all of John Paul's Café at the Courthouse's obligations thereunder have been duly satisfied.

Owner agrees that copies of any notice to John Paul's Café at the Courthouse permitted or required under the Agreements shall be sent to:

Colin's Kitchen LLC  
1149 Pearl Street  
Beaumont, Texas 77701  
Attention: Lawrence and Mary Kuykendall

This Consent shall become effective immediately upon approval of Jefferson County and signature of the County Judge.

**OWNER:**

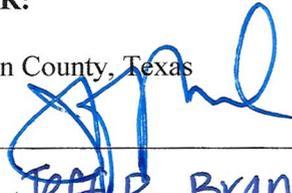
Jefferson County, Texas

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

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

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

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

  
Jeff R. Branick  
Jefferson County Judge  
June 15, 2015

ATTEST  
DATE

  
6/15/15



<u>Change In Contract Price</u>		<u>Change In Contract Time (Calendar Days)</u>	
Original Contract Price:	\$ 139,314.00	Original Contract Time:	120 days
Previous Change Order(s): No. 1 to No. 5	\$ (10,270.00)	Net Change From Previous Change Orders:	29 days
Contract Price Prior to this Change Order:	\$ 129,044.00	Contract Time Prior to this Change Order:	149 days
Net Increase/Decrease of this Change Order:	(4,206.25)	Net Increase/Decrease of this Change Order:	0 days
Contract Price With all Approved Change Orders:	\$ 124,837.75	Contract Time With all Change Orders:	149 days
Cumulative Percent Change in Contract Price (+/-): 0.00%	-3.02%		
Construction Contract Start Date: (mm/dd/yy)	12/1/2014	Construction Contract End Date: (mm/dd/yy)	4/29/2015
Notice: * Generally, a cumulative change in the contract price in excess of 25% cannot be approved. * Reimbursement of costs submitted in this change order are subject to approval by the Department. See TxCDBG Project Implementation Manual Section 5.2.5.			
Region: SETRPC		TxCDBG Contract No: 713250	
Grant Recipient: Jefferson County		Change Order No. 6 & Final	
<b>JUSTIFICATION FOR CHANGE</b>	<b>Increase</b>	<b>Decrease</b>	<b>No Change</b>
1. Effect of this change on scope of work:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Effect on operation and maintenance costs:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Yes	No	N/A
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement ? If yes, please attach Performance Statement modification request.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction ? If "Yes", is an Environmental Re-assessment required?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearance still valid ? (if no, specify)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

APPROVED: by Grant Recipient (Required)

Signature: [Handwritten Signature]

Title: County Judge

Date: June 8, 2015

RECOMMENDED:

BY: William J. Quinn, P.E.

ENGINEER

Date: 5-21-15

ACCEPTED:

BY: Steve Harot

CONTRACTOR

Date: 6-9-15

To receive an email copy of the TDA response, provide information below:

	Name	Email address
Grant Recipient	Mario Watkins	mwatkins@co.jefferson.tx.us
Admin Consultant	Vivian L. Ballou	vballou@carlgriffith.com
Engineering Consultant	Will Larrain, P.E.	wlarrain@dpengineersinc.com

For office use only: Eligible Change Order

Net Increase/Decrease of this Change Order Requested	\$ -	Net Increase/Decrease of this Change Order Requested	days
Net Increase/Decrease of this Change Order Requested	\$ -	Net Increase/Decrease of this Change Order Requested	days
Contract Price With all Approved Change Orders	\$ -	Contract Price With all Approved Change Orders	days

Notes:

Regional Coordinator \_\_\_\_\_ Date \_\_\_\_\_

Manager \_\_\_\_\_ Date \_\_\_\_\_

ATTEST [Handwritten Signature]  
DATE 6/18/15



A505

### Texas Department of Agriculture Construction Contract Change Order

<b>Owner:</b> Jefferson County 149 Pearl Street Beaumont, Texas 77701  Phone No.: 409-835-8593 5/21/15	<b>Contract For:</b> "Re-Bid Cheek Community Sewer Improvements GRINDER PUMPS Installation – Cheek Phase IV" (IFB 14-055/JW)  <b>Project Location:</b> Cheek Area Community, Jefferson County, Texas	<b>Region:</b> SETRPC  <b>TxCDBG Contract No:</b> 713250  <b>Change Order:</b> No. 1 & Final
--	--	--

<b>Contractor:</b> T. Johnson Industries, Inc. P.O.Box 8009 Lumberton, Texas 77657  Phone No.: 409-246-2440	<b>Engineer:</b> ActionCivil Engineers, PLLC 3727 Doctors Drive Port Arthur, Texas 77642  Phone No.: 409-983-6263
--	--

Owner is requesting TDA review to determine eligibility of change order expenses.

**Changes to Existing Line Items (Items from original bid or added in previous change order only)**

Item No.	Item Description	Current Quantity	Unit	Unit Price	Change In Quantity (+/-)	Change In Contract Price
1	FURNISH & INSTALL LPSS GRINDER PUMP STATION INCLUDING PUMP, FIBERGLASS TANK, CONTROLS & HOUSING INCLUDING ELECTRICAL INSTALLATION, AND 4" SEWER CONNECTION FROM HOUSE, COMPLETE IN PLACE PER SUMMARY OF WORK	8	EA.	5,265.00	0.00	\$0.00
2	FURNISH & INSTALL LPSS GRINDER PUMP STATION INCLUDING (PUMP, FIBERGLASS TANK, CONTROLS - FURNISHED BY JEFFERSON COUNTY) & HOUSING INCLUDING ELECTRICAL INSTALLATION, AND 4" SEWER CONNECTION FROM HOUSE, COMPLETE IN PLACE PER SUMMARY OF WORK.	5	EA.	3,500.00	2.00	\$7,000.00
3	ABANDON EXISTING SEPTIC TANK	13	EA.	450.00	3.00	\$1,350.00
4	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	1,900	L.F.	3.95	655.00	\$2,587.25
5	FURNISH & INSTALL 4" PVC FOR ADDITIONAL LINES WHEN AUTHORIZED BY THE ENGINEER.	100	L.F.	5.00	50.00	-\$250.00

**Alternate Bid**

	TOTAL					\$10,687.25
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**New Items Requested (Items without a unit price in the original bid)**  
 Provide Explanation (attach separate documentation if necessary):

Item No.	Item Description	Current Quantity	Unit	Unit Price	Change In Quantity (+/-)	Change In Contract Price

TOTAL

Change in Contract Price		Change in Contract Time (Calendar Days)		
Original Contract Price: \$ 73,475.00		Original Contract Time: 90 days		
Previous Change Order(s): No. 1 to No. 5 \$ -		Net Change From Previous Change Orders: 0 days		
Contract Price Prior to this Change Order: \$ 73,475.00		Contract Time Prior to this Change Order: 90 days		
Net Increase/Decrease of this Change Order: 10,687.25		Net Increase/Decrease of this Change Order: 0 days		
Contract Price With all Approved Change Orders: \$ 84,162.25		Contract Time With all Change Orders: 90 days		
Cumulative Percent Change in Contract Price (+/-): 0.00% 14.55%				
Construction Contract Start Date: {mm/dd/yy} 3/30/2015		Construction Contract End Date: {mm/dd/yy} 5/28/2015		
Notice: * Generally, a cumulative change in the contract price in excess of 25% cannot be approved. * Reimbursement of costs submitted in this change order are subject to approval by the Department. See TxCDBG Project Implementation Manual Section 5.2.5.				
Region: SETRPC		TxCDBG Contract No: 713250		
Grant Recipient: Jefferson County		Change Order No. 6 & Final		
JUSTIFICATION FOR CHANGE		Increase	Decrease	No Change
1. Effect of this change on scope of work:		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Effect on operation and maintenance costs:		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Yes	No	N/A
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement ? If yes, please attach Performance Statement modification request.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction ? If "Yes", is an Environmental Re-assessment required?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearance still valid ? (if no, specify)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

APPROVED: by Grant Recipient (Required)

Signature: *Jeff Branick* Title: County Judge Date: June 8, 2015

RECOMMENDED: BY: *Mark Kelly* ENGINEER Date: 6/21/15

ACCEPTED: BY: *Steve Harte* CONTRACTOR Date: 6-9-15

To receive an email copy of the TDA response, provide information below:

	Name	Email address
Grant Recipient	Mario Watkins	mwatkins@co.jefferson.tx.us
Admin Consultant	Vivian L. Ballou	vballou@carlgriffith.com
Engineering Consultant	Will Larrain, P.E.	wlarrain@dpengineersinc.com

**For office use only: Eligible Change Order**

Net Increase/Decrease of this Change Order Requested	\$ -	Net Increase/Decrease of this Change Order Requested	days
Net Increase/Decrease of this Change Order Requested	\$ -	Net Increase/Decrease of this Change Order Requested	days
Contract Price With all Approved Change Orders	\$ -	Contract Price With all Approved Change Orders	days

Notes:

Regional Coordinator \_\_\_\_\_ Date \_\_\_\_\_

Manager \_\_\_\_\_ Date \_\_\_\_\_

ATTEST *Carolyn Hurd*  
DATE 6/15/15





**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

---

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in black ink, appearing to be "DC", is written over the name "Deborah Clark" in the "From:" field.

Date: June 4, 2015

Re: Disposal of Salvage Property – Computers and Equipment

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

Thank you.

Jefferson County, Texas  
 1149 Pearl Street  
 Beaumont, TX 77701

Donation of Salvage Property  
 Computer Equipment  
 to  
 Goodwill Industries

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	DEPARTMENT	ASSET NO.
	<u>PERSONAL COMPUTERS</u>			
MIS	GATEWAY E-4000	0030124399	38BT	33995
MIS	GATEWAY E-4000 DELUX	0031535452	59BT	30029
MIS	GATEWAY E-4100	0033047287	38BT	28432
MIS	GATEWAY E-4100C	0033831738	NRSO	29871
MIS	GATEWAY E4100C	0034365865	112	28770
MIS	GATEWAY E4500	0036738396	42BT	29545
MIS	GATEWAY E-6500D	0036553836	510	29656
MIS	GATEWAY E-6500D	0036553837	510	29657
MIS	GATEWAY E-6500D	0036553838	510	29658
MIS	GATEWAY E-6500D	0036553840	510	29660
MIS	GATEWAY E-4300	0036034862	65BT	29717
MIS	GATEWAY E-6500D SB	0036578647	37BT	29880
MIS	GATEWAY E-6500 SB	0036949949	30BT	30135
MIS	GATEWAY E-6500 SB	0036949950	30BT	30136
MIS	GATEWAY E-6500 SB	0036949951	30BT	30137
MIS	GATEWAY E-6500 SB	0036935424	112	30162
MIS	GATEWAY E-6500 SB	0037115102	37BT	30333
MIS	GATEWAY E-6610D SB	0037234487	70BT	30660
MIS	GATEWAY E-6610D SB	0037234505	70BT	30661
MIS	GATEWAY E-6610D SB	0037234460	78MC	30713
MIS	GATEWAY E-6610D SB	0037234478	78MC	30714
MIS	GATEWAY E-6610D SB	0037234476	78MC	30715

Goodwill Industries

Approved by Commissioners' Court: \_\_\_\_\_

Jefferson County, Texas  
 1149 Pearl Street  
 Beaumont, TX 77701

Donation of Salvage Property  
 Computer Equipment  
 to  
 Goodwill Industries

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	DEPARTMENT	ASSET NO.
MIS	GATEWAY E-6610D SB	0038895370	30PA	30806
MIS	GATEWAY E-6610D SB	0039144126	37BT	31279
MIS	GATEWAY E-6610D	0040454249	30BT	32373
MIS	GATEWAY E-6610D	0040454250	30BT	32378
MIS	GATEWAY E-6610D	0040454236	30PA	32361
MIS	GATEWAY E-6610D	0040454239	510	32370
MIS	GATEWAY E-6610D	0040454233	68HS	32363
MIS	GATEWAY E-6610D	0040525151	37BT	32515
MIS	GATEWAY E-6610D	0040525168	78MC	32519
MIS	GATEWAY E-6610D	0040525150	78MC	32520
MIS	GATEWAY E-6610D	0040525122	70BT	32637
MIS	GATEWAY E-6610D	0040525142	70BT	32638
MIS	GATEWAY E-6610D	0040525148	17BT	32683
MIS	GATEWAY E-6610D	0040525128	79PA	32701
MIS	GATEWAY E-4620D	0004481577	25BT	32804
MIS	GATEWAY E-6610D	0004500421	38BT	32847
MIS	Gateway e6610	4500432	52BT	32857
MIS	GATEWAY E4100C	33189311	38BT	28595
MIS	<b>SERVERS</b>			
MIS	Gateway Server	33912982	31BT	38577
MIS	Dell Poweredge 1800	1MZ22C1		
MIS	Dell Poweredge 2650	8PLBF41		

Goodwill Industries

Approved by Commissioners' Court: \_\_\_\_\_

Jefferson County, Texas  
1149 Pearl Street  
Beaumont, TX 77701

Donation of Salvage Property  
Computer Equipment  
to  
Goodwill Industries

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	DEPARTMENT	ASSET NO.
	<b>PRINTERS</b>			
MIS	HP DJ 960		28BT	29818
MIS	HP LJ 1100		32BT	30910
MIS	HP LJ 3005	CNR1P17002	30BT	33345
MIS	HP LJ 400T			23375
MIS	HP OJ 6000			
MIS	HP DJ 952C	MY0CM160T2	78MC	25105
MIS	HP DJ 960	MY1BR1D2N2	78MC	26416
MIS	HP DJ 952C	MX12M1D272	78MC	27988
MIS	HP LJ 1100	USPE038792	32BT	30910
MIS	HP 2300		11MC	33759
MIS	HP LJ 2100		11BT	25273
MIS	HP LJ 2100		11MC	25274
MIS	HP LJ 2100		11BT	25275
MIS	HP LJ 2100		11BT	25282
MIS	HP DJ 895		11BT	31047
MIS	HP LJ 2100		11BT	23688
MIS	HP LJ 2200		11BT	25965
MIS	HP LJ 4300		11BT	31048
MIS	HP LJ 2300		11MC	34175
MIS	HP LJ 2100	USD M023081	71BT	24714
MIS	HP DJ 895	MY98811304P	11PA	24718
MIS	PRINTER		15BT	33569

Goodwill Industries

Approved by Commissioners' Court: \_\_\_\_\_

Jefferson County, Texas  
 1149 Pearl Street  
 Beaumont, TX 77701

Donation of Salvage Property  
 Computer Equipment  
 to  
 Goodwill Industries

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	DEPARTMENT	ASSET NO.
MIS	HP DJ 990	MY0AP1D0FN	32BT	26192
MIS	HP DJ 960	MY1BR1D2N2	78MC	26416
MIS	HP DJ 5550	MY29H1P2P2	74BT	18776
	<u>SCANNERS</u>			
MIS	HP SJ 5550		11BT	27801
MIS	33 MONITORS			
MIS	BATTERY BACKUP			
MIS	A BOX OF MISC CABLES, PLUGS, KEYBOARDS, & MICE			
<i>contact person: Andrae Thierry</i>				

Goodwill Industries

Approved by Commissioners' Court: \_\_\_\_\_



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark   
Purchasing Agent

Date: June 11, 2015

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

June 15, 2015

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AGRICULTURE	DELL LATITUDE 6500 NOTEBOOK	72230L1	33601
AGRICULTURE	DELL OPTIPLEX 790 PC	GQ89YR1	34206
AGRICULTURE	GATEWAY E-4610D PC	40548098	32912
AGRICULTURE	DELL OPTIPLEX 790 PC	BSS0FK1	33529
<i>contact person: Peggy Coleman</i>			
CRIME LAB	GATEWAY E-4000 PC/MONITOR/KEYBOARD	0031535449	29913
CRIME LAB	GATEWAY E-4100C PC/MONITOR/KEYBOARD	0035721720	29115
CRIME LAB	GATEWAY E-4300 PC/MONITOR/KEYBOARD	00360348333	29544
CRIME LAB	GATEWAY E-6610D PC/MONITOR/KEYBOARD	0037234479	30711
CRIME LAB	GATEWAY E-6610D PC/MONITOR/KEYBOARD	0037234469	30712
CRIME LAB	GATEWAY E-6610D PC/MONITOR/KEYBOARD	0038892266	30809
CRIME LAB	GATEWAY E-6610D PC/MONITOR/KEYBOARD	0038892267	30810
CRIME LAB	GATEWAY E-6610D PC/MONITOR/KEYBOARD	0038892268	30811
CRIME LAB	GATEWAY E-6610D PC/MONITOR/KEYBOARD	0038892269	30812
CRIME LAB	GREEN UPHOLSTERED "STEELCASE" CHAIR		NO TAG
CRIME LAB	GREEN UPHOLSTERED "STEELCASE" CHAIR		NO TAG
CRIME LAB	HP COMPAQ PC	2UA6150ZMR	NO TAG
CRIME LAB	HP COMPAQ PC	2UA615128X	NO TAG
CRIME LAB	HP COMPAQ PC	2UA611040S	NO TAG
CRIME LAB	HP LASERJET 1200	CNBSH08998	NO TAG
CRIME LAB	HP DESKJET 6988	001B786C926C	NO TAG
<i>contact person: Brandy Henley</i>			
DISTRICT ATTORNEY	LEATHER CHAIR W/CLOTH SEAT		12330
DISTRICT ATTORNEY	DARK BROWN LEATHER CHAIR		NO TAG
<i>contact person: Dan'na Vincent</i>			

Approved by Commissioners' Court:

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

June 15, 2015

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
HEALTH & WELFARE I	CHAIR		13092
HEALTH & WELFARE I	CHAIR		13096
HEALTH & WELFARE I	CHAIR		13097
HEALTH & WELFARE I	CHAIR		13098
<i>contact person: Rachel Dragulski</i>			
SHERIFF	HP L7780 ALL IN ONE, MODEL C8192A PRINTER	MY8588302N	NO TAG
SHERIFF	HP MODEL C6490E L PRINTER	MY8141R0XV	NO TAG
SHERIFF	HP MODEL C8150A L PRINTER	MY68M4Z2WF	NO TAG
<i>contact person: Dana Aguilard</i>			
VISITOR'S CENTER	PELCO DIGITAL SECURITY RECORDER	823-03377	32816
VISITOR'S CENTER	AUDIOVOX DVD PLAYER	130FC051109	31386
<i>contact person: LaRue Rougeau</i>			

Approved by Commissioners' Court: \_\_\_\_\_

**DATE:** June 4, 2015

**TO:** Patrick Swain  
Auditor

**FROM:** Chief Mark Dubois

**RE:** Budgetary funds transfer

We are requesting the following transfer of funds:

From Account # 120-3060-421-60-20	Testing Equipment	\$1,500
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To the following account line:

# 120-3060-421-30-84	Automobiles	\$1,500
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Justification: The transfer is needed for parts for the two Gas Chromatograph-Mass Spectrometer machines that will hopefully extend the life of the instruments and also provide a faster analysis.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
WARREN'S DO-NUTS	42.23	408553	42.23**
ROAD & BRIDGE PCT.#1			
APAC, INC. - TROTTI & THOMSOM	6,170.51	408406	
ENTERGY	715.01	408428	
MUNRO'S	33.00	408454	
OFFICE DEPOT	62.15	408457	
SCOOTER'S LAWNMOWERS	250.20	408470	
TRI-CON, INC.	1,058.85	408488	
WASTE MGT. GOLDEN TRIANGLE, INC.	67.25	408492	
ROLLINS TRUCK & TRAILER REPAIR	654.00	408500	
SOUTHERN TIRE MART, LLC	110.00	408501	
UNITED STATES POSTAL SERVICE	.42	408518	
ROSS RIDGE SAND COMPANY LP	79.20	408567	
SPANKY'S WRECKER SERVICE INC	85.00	408604	
ASCO	30.43	408611	
			9,316.02**
ROAD & BRIDGE PCT.#2			
APAC, INC. - TROTTI & THOMSOM	1,353.87	408406	
CITY OF NEDERLAND	128.47	408411	
ENTERGY	586.44	408428	
MUNRO'S	36.90	408454	
OFFICE DEPOT	52.43	408457	
PHILPOTT MOTORS, INC.	75.34	408462	
PORT ARTHUR NEWS, INC.	129.00	408464	
SMART'S TRUCK & TRAILER, INC.	49.84	408473	
AT&T	89.43	408476	
TRI-CITY FASTENER & SUPPLY	106.80	408487	
VULCAN MATERIALS CO.	1,493.80	408490	
WASTE MGT. GOLDEN TRIANGLE, INC.	81.18	408492	
ACORN STEEL	36.00	408504	
NEW WAVE WELDING TECHNOLOGY	6.82	408575	
ATTABOY TERMITE & PEST CONTROL	54.00	408580	
DRAGO SUPPLY	204.00	408587	
			4,484.32**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	10.02	408419	
CASH ADVANCE ACCOUNT	705.84	408443	
MUNRO'S	18.23	408454	
SMART'S TRUCK & TRAILER, INC.	296.90	408473	
SUTHERLAND LUMBER CO.	117.30	408478	
WAUKESHA-PEARCE IND., INC.	625.00	408493	
FASTENAL	813.54	408506	
SUPERIOR SUPPLY & STEEL	78.00	408509	
WALMART COMMUNITY BRC	45.96	408516	
ON TIME TIRE	137.00	408603	
BK INDUSTRIAL SOLUTIONS LLC	60.60	408636	
			2,908.39**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	3,077.00	408406	
FED EX	74.21	408420	
ENTERGY	12.23	408428	
ISI COMMERCIAL REFRIGERATION	798.00	408438	
CASH ADVANCE ACCOUNT	531.11	408443	
M&D SUPPLY	138.49	408448	
MANNINGS SCHOOL SUPPLY	19.95	408450	
MUNRO'S	67.20	408454	
OFFICE DEPOT	108.35	408457	
POSTMASTER	147.00	408465	
TEXAS STATE DIRECTORY	54.40	408484	
WASTE MGT. GOLDEN TRIANGLE, INC.	64.17	408492	
SIERRA SPRING WATER CO. - BT	40.43	408523	
B-GREENER INDUSTRIAL CLEANERS LLC	1,400.00	408588	
JEFFERSON COUNTY CREDIT CARDS	771.78	408591	
DABNEY GARAGE DOORS	378.00	408605	
SAM'S CLUB DIRECT	482.64	408607	
GCR TIRES & SERVICE	500.00	408624	
			8,664.96**
ENGINEERING FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	480.41	408457	
TRI-CITY COFFEE SERVICE	94.50	408489	
UNITED STATES POSTAL SERVICE	1.96	408518	576.87**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	259.17	408410	
ENERGY	1,667.96	408428	
M&D SUPPLY	79.92	408448	
KNIFE RIVER	398.93	408564	
ROSS RIDGE SAND COMPANY LP	26.40	408567	
PRO CHEM INC	359.50	408606	2,791.88**
GENERAL FUND			
TAX OFFICE			
CDW COMPUTER CENTERS, INC.	702.67	408507	
UNITED STATES POSTAL SERVICE	1,063.77	408518	
UNITED STATES POSTAL SERVICE	14.05	408520	1,780.49*
COUNTY HUMAN RESOURCES			
CASH ADVANCE ACCOUNT	349.70	408443	
UNITED STATES POSTAL SERVICE	.97	408518	350.67*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	23.17	408518	
JEFFERSON COUNTY CREDIT CARDS	181.17	408591	204.34*
COUNTY CLERK			
DECISION ONE CORPORATION	228.60	408498	
UNITED STATES POSTAL SERVICE	321.59	408518	
UNITED STATES POSTAL SERVICE	57.60	408520	
US POSTAL SERVICE	1,360.00	408526	
THOMSON REUTERS-WEST	111.61	408612	2,079.40*
COUNTY JUDGE			
LAIRON DOWDEN, JR.	500.00	408414	
JAN GIROUARD & ASSOCIATES	200.00	408422	
CATHERINE BRUNEY	500.00	408435	
OFFICE DEPOT	55.22	408457	
UNITED STATES POSTAL SERVICE	21.00	408518	
US POSTAL SERVICE	136.00	408527	
ROCKY LAWDERMILK	500.00	408533	
THOMAS O. MOSES	500.00	408555	
JEFF R BRANICK	54.00	408559	2,466.22*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.66	408518	1.66*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	314.77	408518	
LEXISNEXIS- ACCURINT	120.00	408583	434.77*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	699.55	408458	699.55*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	9.18	408518	
JEFFERSON COUNTY CREDIT CARDS	62.64	408591	71.82*
GENERAL SERVICES			
JEFFERSON CTY. APPRAISAL DISTRICT	211,136.13	408442	
OLMSTED-KIRK PAPER	127.80	408458	

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	408482	
INTERFACE EAP	1,709.40	408499	
TOWER COMMUNICATIONS, INC.	2,435.00	408514	
LEXISNEXIS- ACCURINT	245.50	408583	
JEFFERSON COUNTY CREDIT CARDS	16.43	408591	
			218,370.26*
DATA PROCESSING			
GRAYBAR ELECTRIC COMPANY, INC.	284.30	408425	
OFFICE DEPOT	278.25	408457	
CDW COMPUTER CENTERS, INC.	2,168.15	408507	
SHI GOVERNMENT SOLUTIONS, INC.	916.80	408524	
LEXISNEXIS- ACCURINT	240.00	408583	
			3,887.50*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	151.11	408518	
			151.11*
ELECTIONS DEPARTMENT			
THE EXAMINER	50.00	408418	
UNITED STATES POSTAL SERVICE	48.20	408518	
			98.20*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	11.96	408443	
NELL MCCALLUM & ASSOC., INC.	447.33	408452	
OFFICE DEPOT	1,149.02	408457	
RELIABLE COURT REPORTING	496.40	408467	
WAYLN G. THOMPSON	594.45	408485	
UNITED STATES POSTAL SERVICE	300.78	408518	
UNITED STATES POSTAL SERVICE	2.30	408520	
PHILLIP BABIN	725.38	408544	
CHRISTOPHER CADENA	645.00	408550	
LEXISNEXIS- ACCURINT	480.00	408583	
JEFFERSON COUNTY CREDIT CARDS	89.90	408591	
TRANSUNION RISK AND ALTERNATIVE	166.50	408632	
			5,109.02*
DISTRICT CLERK			
CASH ADVANCE ACCOUNT	104.94	408443	
UNITED STATES POSTAL SERVICE	445.67	408518	
PCM-G	703.50	408579	
JEFFERSON COUNTY CREDIT CARDS	455.40	408591	
			1,709.51*
CRIMINAL DISTRICT COURT			
DONALD W. DUESLER & ASSOC.	8,333.00	408415	
LEAH HAYES	882.70	408433	
TERRENCE HOLMES	275.22	408434	
UNITED STATES POSTAL SERVICE	19.35	408518	
C. HADEN CRIBBS JR., PC	8,333.00	408602	
MATUSKA LAW FIRM	6,850.00	408620	
			24,693.27*
58TH DISTRICT COURT			
LEXIS-NEXIS	104.00	408521	
			104.00*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.42	408518	
			.42*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	3.33	408518	
LEXIS-NEXIS	54.00	408521	
			57.33*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	6.74	408518	
LEXIS-NEXIS	53.00	408521	
			59.74*
252ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
THOMAS J. BURBANK, P.C.	900.00	408407	
UNITED STATES POSTAL SERVICE	145.36	408518	
LEXIS-NEXIS	53.00	408521	
ANTOINETTE BRADLEY	23.99	408540	
JOEL WEBB VAZQUEZ	900.00	408545	
SUMMER TANNER	1,466.50	408560	
JASON ROBERT NICKS	700.00	408586	
JAMES R. MAKIN, P.C.	682.50	408596	
279TH DISTRICT COURT			4,871.35*
MARVA PROVO	1,825.00	408466	
UNITED STATES POSTAL SERVICE	.42	408518	
LEXIS-NEXIS	53.00	408521	
LANGSTON ADAMS	500.00	408534	
JOEL WEBB VAZQUEZ	1,300.00	408545	
KIMBERLY PHELAN, P.C.	75.00	408556	
TONYA CONNELL TOUPS	75.00	408568	
JONATHAN L. STOVALL	225.00	408594	
STEFANIE L. ADAMS, ATTORNEY AT LAW	450.00	408595	
MATUSKA LAW FIRM	300.00	408620	
TARA SHELANDER	1,425.00	408621	
DANE DENNISON	1,000.00	408622	
MELANIE AIREY	225.00	408633	
LAW OFFICE OF J SCOTT FREDERICK	500.00	408634	
317TH DISTRICT COURT			7,953.42*
GAYLYN COOPER	325.00	408401	
JIMMY D. HAMM	600.00	408432	
TAMARA DEROUEN	300.00	408496	
CHARLES ROJAS	625.00	408508	
LEXIS-NEXIS	53.00	408521	
JOEL WEBB VAZQUEZ	825.00	408545	
JUDY PAASCH	2,278.33	408548	
THE PARKER LAW FIRM	225.00	408585	
STEFANIE L. ADAMS, ATTORNEY AT LAW	75.00	408595	
TARA SHELANDER	75.00	408621	
JUSTICE COURT-PCT 1 PL 1			5,381.33*
UNITED STATES POSTAL SERVICE	28.86	408518	
LEXISNEXIS- ACCURINT	120.00	408583	
JUSTICE COURT-PCT 1 PL 2			148.86*
LEXISNEXIS- ACCURINT	120.00	408583	
JUSTICE COURT-PCT 2			120.00*
LEXISNEXIS- ACCURINT	120.00	408583	
JUSTICE COURT-PCT 4			120.00*
LEXISNEXIS- ACCURINT	120.00	408583	
JUSTICE COURT-PCT 6			120.00*
UNITED STATES POSTAL SERVICE	27.06	408518	
LEXISNEXIS- ACCURINT	120.00	408583	
JUSTICE COURT-PCT 7			147.06*
OFFICE DEPOT	217.83	408457	
TASER INTERNATIONAL	1,086.40	408547	
LEXISNEXIS- ACCURINT	120.00	408583	
JUSTICE OF PEACE PCT. 8			1,424.23*
UNITED STATES POSTAL SERVICE	235.81	408520	
LEXISNEXIS- ACCURINT	120.00	408583	
COUNTY COURT AT LAW NO.1			355.81*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.83	408518	
LEXIS-NEXIS	47.00	408521	47.83*
COUNTY COURT AT LAW NO. 2			
TEXAS ASSN. FOR COURT ADMINISTRATIO	150.00	408399	
DAVID GROVE	400.00	408402	
TERRENCE HOLMES	350.00	408434	
CASH ADVANCE ACCOUNT	733.54	408443	
JOHN D WEST	250.00	408511	
UNITED STATES POSTAL SERVICE	40.91	408518	
LEXISNEXIS- ACCURINT	60.00	408583	1,984.45*
COUNTY COURT AT LAW NO. 3			
TEXAS ASSN. FOR COURT ADMINISTRATIO	650.00	408398	
GAYLYN COOPER	2,000.00	408401	
DAVID GROVE	250.00	408402	
THOMAS J. BURBANK, P.C.	500.00	408407	
TRAVIS EVANS	300.00	408417	
OFFICE DEPOT	77.38	408457	
MARVA PROVO	250.00	408466	
BRUCE N. SMITH	250.00	408474	
KEVIN S. LAINE	250.00	408503	
UNITED STATES POSTAL SERVICE	29.95	408518	
LEXIS-NEXIS	52.00	408521	
ANTOINE FREEMAN	250.00	408570	
LEXISNEXIS- ACCURINT	60.00	408583	4,919.33*
COURT MASTER			
JAMES W. MEHAFFY	3,000.00	408497	
UNITED STATES POSTAL SERVICE	2.35	408518	
LEXIS-NEXIS	53.00	408521	3,055.35*
MEDIATION CENTER			
MARKET BASKET	214.02	408451	
UNITED STATES POSTAL SERVICE	.83	408518	
WINTER WELDON	36.41	408566	
KARA HAWTHORN	131.96	408598	
TAMMY BOOKER	7.47	408608	390.69*
COMMUNITY SUPERVISION			
OFFICE DEPOT	499.98	408457	499.98*
SHERIFF'S DEPARTMENT			
FED EX	169.19	408420	
OFFICE DEPOT	293.99	408457	
AT&T	119.44	408476	
UNITED STATES POSTAL SERVICE	1,379.19	408518	
BEAUMONT OCCUPATIONAL SERVICE, INC.	131.80	408528	
CHILD ABUSE & FORENSIC SERVICES	918.00	408529	
LONE STAR UNIFORMS, INC.	3,674.83	408532	
CODE BLUE	114.00	408543	
CHIEF SUPPLY	3,538.55	408589	
SILSBEE FORD INC	10,488.96	408617	
RELIABLE CHEVROLET	26,400.00	408630	
BLACK DIAMOND RADIO	427.51	408638	47,655.46*
CRIME LABORATORY			
CASH ADVANCE ACCOUNT	1,839.71	408443	
SOUTHEAST TEXAS WATER	79.90	408475	
SAFARILAND	76.35	408584	
BL TECHNOLOGY	206.53	408597	
ALL BUSINESS MACHINES INC	636.96	408629	2,839.45*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	8.00	408409	

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	36,505.24	408428	
JACK BROOKS REGIONAL AIRPORT	1,423.78	408441	
JOHNSON SUPPLY	4,856.54	408445	
PETTY CASH - SHERIFF'S OFFICE	967.55	408461	
TEXAS GAS SERVICE	488.59	408537	
WORLD FUEL SERVICES	1,257.00	408582	
CONSTELLATION NEWENERGY - GAS DIVIS	2,680.84	408610	
ENTERPRISE RENT A CAR COMPANY	47.14	408623	
			48,234.68*
JUVENILE PROBATION DEPT.			
EDWARD B. GRIPON, M.D., P.A.	450.00	408426	
ELAINE MADOLE	77.63	408449	
UNITED STATES POSTAL SERVICE	8.81	408518	
UNITED STATES POSTAL SERVICE	3.36	408520	
NISHA AMIN	2,800.00	408572	
RASHUNDA FLETCHER	144.33	408576	
DURWARD MINOR	179.40	408614	
			3,663.53*
JUVENILE DETENTION HOME			
ALL STAR PLUMBING	789.91	408405	
ENTERGY	6,847.26	408428	
OAK FARM DAIRY	204.00	408502	
MR. ROOTER PLUMBING	4,200.00	408515	
FLOWERS FOODS	67.90	408541	
BEN E KEITH FOODS	3,699.90	408542	
VANSHECA SANDERS-CHEVIS	600.00	408561	
KAREN ROBERTS	300.00	408578	
			16,708.97*
CONSTABLE PCT 1			
OFFICE DEPOT	59.86	408457	
AUTO TRIM EXPRESS	150.00	408510	
UNITED STATES POSTAL SERVICE	61.17	408518	
LEXISNEXIS- ACCURINT	120.00	408583	
JEFFERSON COUNTY CREDIT CARDS	585.00	408591	
			976.03*
CONSTABLE-PCT 2			
LEXISNEXIS- ACCURINT	120.00	408583	
			120.00*
CONSTABLE-PCT 4			
DISH NETWORK	45.19	408563	
			45.19*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	15.56	408518	
DISCOUNT UNIFORM INTERNATIONAL INC	845.06	408558	
LEXISNEXIS- ACCURINT	120.00	408583	
TELETRAC	318.00	408628	
			1,298.62*
CONSTABLE PCT. 7			
LEXISNEXIS- ACCURINT	120.00	408583	
			120.00*
CONSTABLE PCT. 8			
LEXISNEXIS- ACCURINT	120.00	408583	
			120.00*
COUNTY MORGUE			
A1 FILTER SERVICE COMPANY	23.60	408601	
			23.60*
AGRICULTURE EXTENSION SVC			
TERRIE S. LOONEY	598.06	408397	
BARBARA EVANS	100.05	408577	
M J EBELING	79.35	408609	
EMILEE BEAN	15.00	408615	
			792.46*
HEALTH AND WELFARE NO. 1			

NAME	AMOUNT	CHECK NO.	TOTAL
AUSTIN CECIL WALKES MD PA	2,932.58	408491	
UNITED STATES POSTAL SERVICE	43.40	408518	
SHI GOVERNMENT SOLUTIONS, INC.	328.20	408524	
PCM-G	1,095.00	408579	
LEXISNEXIS- ACCURINT	120.00	408583	
			4,519.18*
HEALTH AND WELFARE NO. 2			
O.W. COLLINS APARTMENTS	313.68	408412	
GABRIEL FUNERAL HOME, INC.	1,500.00	408421	
ENTERGY	106.25	408431	
AUSTIN CECIL WALKES MD PA	2,932.58	408491	
UNITED STATES POSTAL SERVICE	229.13	408520	
SHI GOVERNMENT SOLUTIONS, INC.	328.20	408524	
TEXAS GAS SERVICE	63.19	408538	
PCM-G	1,095.00	408579	
LEXISNEXIS- ACCURINT	120.00	408583	
			6,688.03*
NURSE PRACTITIONER			
PHYSICIAN SALES & SERVICE, INC.	942.55	408463	
SIERRA SPRING WATER CO. - BT	13.40	408522	
EXCEL MEDICAL WASTE LLC	81.40	408637	
			1,037.35*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	37,684.91	408613	
			37,684.91*
MAINTENANCE-BEAUMONT			
CINTAS, INC.	293.01	408408	
W.W. GRAINGER, INC.	739.15	408424	
ENTERGY	6,134.38	408428	
HYDRO-CLEAN SERVICES, INC.	435.00	408436	
INTERSTATE BATTERIES OF BEAUMONT/PA	691.80	408437	
M&D SUPPLY	47.23	408448	
OFFICE DEPOT	61.98	408457	
TCT INDUSTRIES, INC.	1,475.00	408481	
CENTERPOINT ENERGY RESOURCES CORP	244.72	408549	
WILDCAT ENERGY SERVICES LLC	1,200.00	408640	
			11,322.27*
MAINTENANCE-PORT ARTHUR			
ENTERGY	4,637.68	408428	
TIME WARNER COMMUNICATIONS	328.97	408479	
SOLAR	37.65	408525	
LOWE'S HOME CENTERS, INC.	143.63	408530	
ATTABOY TERMITE & PEST CONTROL	140.49	408580	
PARKER LUMBER	72.97	408590	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	243.65	408635	
			5,605.04*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	25.54	408411	
ENTERGY	2,211.05	408428	
RITTER @ HOME	102.47	408468	
SANITARY SUPPLY, INC.	387.40	408469	
ACE IMAGEWEAR	28.51	408471	
WASTE MGT. GOLDEN TRIANGLE, INC.	155.57	408492	
W. JEFFERSON COUNTY M.W.D.	26.13	408494	
ATTABOY TERMITE & PEST CONTROL	54.00	408580	
AI FILTER SERVICE COMPANY	93.50	408601	
			3,084.17*
SERVICE CENTER			
GOODYEAR SERVICE STORES	4,090.40	408423	
J.K. CHEVROLET CO.	750.66	408439	
JERRY'S AUTOMOTIVE	159.50	408444	
KINSEL FORD, INC.	63.25	408447	
PHILPOTT MOTORS, INC.	49.40	408462	
SMART'S TRUCK & TRAILER, INC.	549.49	408473	
AT&T	59.62	408476	
TRI-CON, INC.	9,452.68	408488	

NAME	AMOUNT	CHECK NO.	TOTAL
ZEE MEDICAL SERVICE	108.10	408495	
VIN'S PAINT & BODY, INC.	2,483.59	408505	
JEFFERSON CTY. TAX OFFICE	7.50	408512	
VOYAGER FLEET SYSTEM, INC.	24,894.10	408539	
BUMPER TO BUMPER	310.00	408546	
MIGHTY OF SOUTHEAST TEXAS	102.05	408599	
SPANKY'S WRECKER SERVICE INC	95.00	408604	
VETERANS SERVICE			43,175.34*
UNITED STATES POSTAL SERVICE	12.18	408518	
UNITED STATES POSTAL SERVICE	3.20	408520	
HILARY GUEST	123.94	408535	
			139.32*
			529,722.57**
MOSQUITO CONTROL FUND			
SUPERIOR TIRE & SERVICE	65.67	408404	
W.W. GRAINGER, INC.	169.57	408424	
ENTERGY	535.28	408428	
KAY ELECTRONICS, INC.	592.00	408446	
MUNRO'S	86.80	408454	
RITTER @ HOME	15.92	408468	
TEXAS AGRILIFE EXTENSION SERVICE	55.00	408574	
PARKER LUMBER	58.75	408590	
J.C. FAMILY TREATMENT CT.			1,578.99**
BEAUMONT OCCUPATIONAL SERVICE, INC.	82.95	408528	
EMPG GRANT			82.95**
SHI GOVERNMENT SOLUTIONS, INC.	656.40	408524	
PCM-G	4,769.35	408579	
JEFFERSON COUNTY CREDIT CARDS	152.25	408591	
GRT N MENTAL HEALTH SVCS			5,578.00**
GRAYSON COUNTY DEPT OF JUVENILE	1,480.00	408631	
JUVENILE TJPC-A-2014-123			1,480.00**
VICTORIA COUNTY JUVENILE SERVICES	3,360.00	408573	
GRAYSON COUNTY DEPT OF JUVENILE	60.00	408631	
JUVENILE PROB & DET. FUND			3,420.00**
PEGASUS SCHOOL	6,664.95	408459	
GRAYSON COUNTY DEPT OF JUVENILE	5,001.00	408631	
COMMUNITY SUPERVISION FND			11,665.95**
JEFFERSON CTY. COMMUNITY SUP.	1,617.01	408440	
OFFICE DEPOT	181.19	408457	
PAMELA G. STEWART	32.41	408477	
TIME WARNER COMMUNICATIONS	164.76	408480	
JAN CHESSON	100.00	408486	
UNITED STATES POSTAL SERVICE	94.42	408518	
UNITED STATES POSTAL SERVICE	251.07	408520	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	408571	
LEXISNEXIS- ACCURINT	120.00	408583	
JCCSC	120.00	408593	
JEFF. CO. WOMEN'S CENTER			9,645.86**
THE CHANGE COMPANIES	1,209.38	408531	
CENTERPOINT ENERGY RESOURCES CORP	254.32	408549	
MENTALLY IMPAIRED OFFEND.			1,463.70**
TRAZARRA STELLY	161.00	408569	
DRUG DIVERSION PROGRAM			161.00**

PGM: GMCOMMV2	DATE		PAGE: 9
NAME	06-15-2015	AMOUNT	CHECK NO. TOTAL
OFFICE DEPOT		927.59	408457 927.59**
JAG GRANTS			
SHI GOVERNMENT SOLUTIONS, INC. PCM-G		656.40 14,460.15	408524 408579 15,116.55**
COUNTY CLK RECORDS ARCHIV			
MANATRON		16,251.10	408565 16,251.10**
DRUG INTERVENTION COURT			
JEFFERSON COUNTY CREDIT CARDS		325.84	408591 325.84**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE PCM-G		.42 296.02	408518 408579 296.44**
DARE CONTRIBUTIONS FUND			
WOLFE'S TROPHY SHOP		24.00	408627 24.00**
DEPUTY SHERIFF EDUCATION			
SHERIFF'S ASSOCIATION OF TEXAS		275.00	408472 275.00**
J.P. COURTROOM TECH. FUND			
SHI GOVERNMENT SOLUTIONS, INC. PCM-G		2,953.80 10,089.50	408524 408579 13,043.30**
HOTEL OCCUPANCY TAX FUND			
AAA LOCK & SAFE		75.00	408396
COTTON CARGO		252.00	408413
MUNRO'S		79.00	408454
OFFICE DEPOT		124.15	408457
AT&T		172.28	408476
WASTE MGT. GOLDEN TRIANGLE, INC.		81.18	408492
COUNTY HOME AND RANCH LP		299.98	408600
TRINITY MECHANICAL & ELECTRICAL		3,383.10	408616 4,466.69**
DISTRICT CLK RECORDS MGMT			
PCM-G		469.00	408579 469.00**
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.		1,246.92	408403
TEXAS GENERAL LAND OFFICE		110,840.14	408483
NELSON WATER GARDEN & NURSERY		952.11	408639 113,039.17**
AIRPORT FUND			
THE EXAMINER		200.00	408418
ENTERGY		13,071.12	408430
RITTER @ HOME		17.59	408468
AT&T		578.04	408476
TRI-CON, INC.		926.22	408488
WASTE MGT. GOLDEN TRIANGLE, INC.		243.42	408492
MR. ROOTER PLUMBING		823.74	408515
UNITED STATES POSTAL SERVICE		4.16	408518
MCGRUFF, SEIBELS & WILLIAMS OF TX		8,200.00	408536
DISH NETWORK		90.62	408562
EASTERN AVIATION FUELS INC		18,850.95	408625 43,005.86**
AIRPORT IMPROVE. GRANTS			
TOLUNAY-WONG ENGINEERS INC		2,713.25	408592 2,713.25**
SE TX EMP. BENEFIT POOL			

NAME	AMOUNT	CHECK NO.	TOTAL
STANDARD INSURANCE COMPANY	20,577.24	408554	
RELIANCE STANDARD LIFE INSURANCE	5,894.04	408557	
CHLIC-CHICAGO	63,541.99	408581	
COMPASS PROFESSIONAL HEALTH SERVICE	6,355.00	408618	
SA BENEFITS SERVICES LLC	38,765.50	408619	
			135,133.77**
LIABILITY CLAIMS ACCOUNT			
MEHAFFY & WEBER	44,976.67	408453	
ENTERGY CLAIMS MANAGEMENT	2,203.18	408641	
LAURA EAGLIN PAUL	1,747.67	408642	
			48,927.52**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	7,035.51	408551	
TRISTAR RISK MANAGEMENT	6,509.55	408552	
			13,545.06**
SHERIFF'S FORFEITURE FUND			
EAST TEXAS PEACE OFFICERS ASSN.	500.00	408416	
CDW COMPUTER CENTERS, INC.	1,416.19	408507	
UNITED STATES POSTAL SERVICE	76.00	408519	
			1,992.19**
ORCA - IKE			
N&T CONSTRUCTION COMPANY, INC.	190,635.29	408400	
KWP TELECOM LLC	13,250.00	408643	
			203,885.29**
MARINE DIVISION			
ENTERGY	496.17	408428	
JACK BROOKS REGIONAL AIRPORT	559.15	408441	
AT&T	79.18	408476	
VERIZON WIRELESS	531.86	408513	
WINZER CORPORATION	248.06	408626	
			1,914.42**
ASAP - CONSTABLE PCT 8			
CDW COMPUTER CENTERS, INC.	303.30	408507	
CODE BLUE	294.00	408543	
			597.30**
			1,209,533.03***

Consider and possibly approve Out of State Travel Policy

Motion: Commissioner Alfred

Second: Commissioner Arnold

Approved

### Out Of State Travel Policy

When requesting approval OUT OF STATE TRAVEL, the department head or elected official should submit information, along with the request for approval as an agenda item, that addresses the following questions:

1. Is the trip budgeted? If not, how is the trip to be funded?

*YES*

2. Is the training mandatory or does the training directly impact the employee's assigned job duties?

*YES*

3. Does the benefit appear to be worth the cost?

*YES*

4. Is the training available locally or within Texas at a lower cost?

*NO*

Department 1014-414 Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 50-62 TRAVEL

Item Description	Item Cost
ANNUAL COUNTY & DISTRICT CLERKS CONF	
UNIV OF TX CONTINUING EDUCATION	
COUNTY CLERK REGIONAL MEETING	
BRMA CLASS	
TAC CONFERENCE	
GOLDEN TRIANGLE DAYS	
THOMSON REUTERS USER GROUP (? OUT OF STATE)	
Total Requested	\$ 7000.00

ACCOUNT 50-77 CONTRACTUAL SERVICES

Item Description	Item Cost
SEE ATTACHED SCHEDULE A	
Total Requested	\$ 38,936.09

**AGENDA ITEM****June 15, 2015**

**Consider, possibly approve, receive and file assignment of Contract between Jefferson County, Texas and John Paul's Food Service to Lawrence and Mary Kuykendall, dba Colin's Kitchen for operation of the Courthouse Café.**



June 3, 2015

Debra Clark  
Jefferson County Purchasing  
1149 Pearl  
Beaumont, TX 77701

Re: John Paul's Food Service

Ms. Clark,

This follows our recent conversations regarding the sale of John Paul's Café. I have attached a copy of the Earnest Money Contract executed between John Paul's Food Service and Lawrence and Mary Kuykendall, dba Colin's Kitchen.

Pursuant to the Earnest Money Contract, please transfer the following contracts to Lawrence and Mary Kuykendall, dba Colin's Kitchen:

- Restaurant Contract #09-161/KJS
- Emergency Canteen Service Contract, #IFB14-013/JW

It has been our pleasure to serve the employees and citizens of Jefferson County over the last six years.

We appreciate your assistance in this matter.

Respectfully,



Paul David Brack

### Earnest Money Contract

This contract states that John Paul's Food Service LLC agrees to furnish Lawrence and Mary Kuykendall dba Colin's Kitchen with tangible property owned by John Paul's Food Service located at 1149 Pearl Street, Beaumont, Texas 77701, known as John Paul's at the Jefferson County Court House, and two contracts with Jefferson County (09-161/kjs and IFB 14-013/jw) at a price of \$25,000.00 on a future date, as explained below, a promise which is enforced by a sum of \$1,000.00 earnest money provided by Lawrence and Mary Kuykendall dba Colin's Kitchen upon the execution of this contract. This money will be held by David Brack, who is the sole owner of John Paul's Food Service LLC, and the seller may make no further offers to any other party until thirty days from the execution of this agreement.

The exact contents of this purchase are the tangible assets and two contracts with Jefferson County.

The terms of this purchase are as follows: the balance of the \$25,000.00 in the form of a cashier's check on the morning that the Jefferson County Commissioners Court will transfer the restaurant contract # 09-161/KJS and the emergency canteen service contract # IFB 14-013/JW from John Paul's Food Service LLC to Lawrence and Mary Kuykendall dba Colin's Kitchen .

When the purchase is completed, the earnest money will be applied towards the total price of the property. The holding company is under no obligation to provide interest on this money.

If the buyer terminates this agreement, the earnest money will be forfeited to the seller. If the seller terminates the agreement, the earnest money will be returned to the buyer in its entirety. The sale of the above property is subject to the approval and transfer of the existing contracts by the Jefferson County Commissioners Court. If the transfer is not acceptable to the Jefferson County Commissioners Court the earnest money will be returned to the buyer.

It is understood that the buyer is placing a deposit on the property in the condition he or she observed it, and that no alterations will be made. Likewise, it is understood that both parties are legally able to enter into this arrangement. Misrepresentation on either side will result in possible termination of the arrangement.

*Lawrence & Mary Kuykendall*  
\_\_\_\_\_  
(Buyer)

*Paul David Brack*  
\_\_\_\_\_  
(Seller)

*[Signature]*  
\_\_\_\_\_  
(Signature)

*Paul Brack*  
\_\_\_\_\_  
(Signature)

*Mary Kuykendall*  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3 MAR APR MAY JUN JUL AUG SEP OCT NOV DEC  
05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

ence Kuykendall

226 9801

351 9511

uykendall@sbcglobal.net

in Lewis (on site)

CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT (this "Consent") is given on the 15<sup>th</sup> day of June, 2015, by Jefferson County, Texas ("Owner").

John Paul's Food Service has entered into an asset purchase agreement ("Ernest Money Contract") providing for, among other things, the sale of substantially all the assets owned by John Paul's Café at the Courthouse, to Colin's Kitchen LLC.

Effective June 15, 2015, Colin's Kitchen LLC will continue the operation of John Paul's Café at the Courthouse and the employees of John Paul's Café at the Courthouse will become employees of Colin's Kitchen LLC.

Owner does hereby consent to the assignment of the Agreements by John Paul's Café at the Courthouse, to Colin's Kitchen LLC, and the assumption of the Agreements by Colin's Kitchen LLC. Owner hereby confirms that as of the date hereof, the Agreements are not in default, that all of John Paul's Café at the Courthouse's obligations thereunder have been duly satisfied.

Owner agrees that copies of any notice to John Paul's Café at the Courthouse permitted or required under the Agreements shall be sent to:

Colin's Kitchen LLC  
1149 Pearl Street  
Beaumont, Texas 77701  
Attention: Lawrence and Mary Kuykendall

This Consent shall become effective immediately upon approval of Jefferson County and signature of the County Judge.

**OWNER:**

Jefferson County, Texas

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

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

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

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

RECEIVED JUN 09 2015

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



Office (409) 835-8442  
Fax (409) 835-8628  
eddiearnold@co.jefferson.tx.us

**Eddie Arnold**  
Jefferson County  
Commissioner Pct. #1

June 08, 2015

Loma George  
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following item on the agenda for Jefferson County Commissioners' Court meeting scheduled for June 15, 2015.

Consider and possibly approve, receive and file the resignation of Dr. Russ Shultz's from the Jefferson County Tourism Commission Board due to his retirement and relocation to another city in Texas. Effective June 30, 2015.

Consider and possible approve, receive and file the appointment of Mr. Rodney Ames to the Jefferson County Tourism Commissioner Board. Effective July 01, 2015.

Thank you,

A handwritten signature in cursive script that reads "Eddie Arnold".

Eddie Arnold  
County Commissioner, Pct. #1

RECEIVED JUN 09 2015

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



Office (409) 835-8442  
Fax (409) 835-8628  
eddiearnold@co.jefferson.tx.us

**Eddie Arnold**  
Jefferson County  
Commissioner Pct. #1

June 08, 2015

Loma George  
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following item on the agenda for Jefferson County Commissioners' Court meeting scheduled for June 15, 2015.

Consider and possibly approve, receive and file the resignation of Dr. Russ Shultz's from the Jefferson County Tourism Commission Board due to his retirement and relocation to another city in Texas. Effective June 30, 2015.

Consider and possible approve, receive and file the appointment of Mr. Rodney Ames to the Jefferson County Tourism Commissioner Board. Effective July 01, 2015.

Thank you,

A handwritten signature in cursive script that reads "Eddie Arnold".

Eddie Arnold  
County Commissioner, Pct. #1

**AGENDA ITEM****June 15, 2015**

Consider, possibly approve and authorize the County Judge to execute, a Water Line Easement between Jefferson County, Texas and City of Beaumont to convey two (2) ten foot (10') wide exclusive Water Line Easements to the City of Beaumont.

# BEAUMONT

Public Works

April 1, 2015

COPY

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

Re: Water Line Easement – 5015 IH-10 South

Dear Judge Branick:

In reference to the above named property, a copy of the Water Line Easement is attached. A signature conveying your company's interest in the easement property to the City of Beaumont will be required.

Please have the document signed in front of a notary public and return it to this office as soon as possible. Upon its receipt, the signed document will be filed for record at the Jefferson County Courthouse. An executed copy of the easement will be sent to you for your records.

If you have any questions, please contact me at (409) 880-3725. Your cooperation is appreciated.

Sincerely,



Antoinette Hardy  
 Real Property Coordinator

Enclosure

Note: 6.10.15  
 Please sign & return  
 document upon  
 receipt.  
 Thanks,  
 Antoinette

Public Works ♦ Engineering

801 Main ♦ 2<sup>nd</sup> Floor  
 P.O. Box 3827 ♦ Beaumont, Texas ♦ Office: (409) 880-3725 ♦ Fax: (409) 880-3732



GRANTOR agrees not to place any structures or appurtenances within the Easement Property that will interfere with Grantee's ability to exercise the Easement Rights.

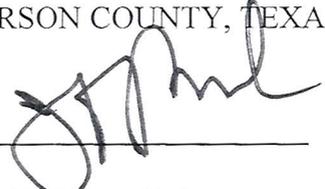
Grantee shall not be responsible for the repair and replacement of any paving or other structures within the Easement Property.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said CITY OF BEAUMONT, its successors and assigns forever.

EXECUTED this 15<sup>th</sup> day of June, 2015.

GRANTOR:

JEFFERSON COUNTY, TEXAS

By: 

Printed Name: Jeff Branick

Title: County Judge

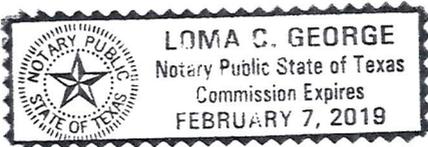
ACKNOWLEDGMENT

STATE OF TEXAS X

COUNTY OF JEFFERSON X

BEFORE ME, the undersigned authority, on this day personally appeared JEFF BRANICK as COUNTY JUDGE of JEFFERSON COUNTY, TEXAS, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15<sup>th</sup> day of June, 2015.



*Loma C. George*  
\_\_\_\_\_  
Notary Public, State of Texas

RETURN TO: City of Beaumont  
Antoinette Hardy - Engineering  
P. O. Box 3827  
Beaumont, TX 77704

# Fittz & Shipman

INC.

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)  
 Terry G. Shipman, P.E., Chairman  
 Billy J. Smith, Jr., President

*Consulting Engineers and Land Surveyors*  
 Donald R. King, P.E.  
 Walter J. Ksiazek, R.P.L.S.

**FIELD NOTE DESCRIPTION  
 OF A 1,842.0 SQUARE FEET  
 WATERLINE EASEMENT  
 OUT OF THE  
 SAMUEL STIVERS LEAGUE, ABSTRACT 51,  
 JEFFERSON COUNTY, TEXAS  
 January 15, 2015**

Being a 1,842.0 Square Feet Waterline Easement located in the Samuel Stivers League, Abstract 51, Jefferson County, Texas and being out of and a part of a called 171.163 acre tract of land conveyed to Jefferson County, Texas of record in Clerks File No. 200004838 of the Official Public Records of Jefferson County, Texas, said 1,842.0 SF being more particularly described by metes and bounds as follows:

Note: All bearings and coordinates are hereby referenced to the NAD83, Texas State Plane Coordinate System, South Central Zone #4204, having a scale factor of 0.99993406 and a convergence mapping angle of 02°21'50" at N: 13,949,090.61' and E: 3,495,136.28', called bearings taken from record deed information and may not be based on state plane.

**COMMENCE** at a capped iron rod stamped with "MWW" found for an exterior "ell" corner of the said 171.163 acre tract, the North corner of 2.415 acre tract surveyed this day, having state plane coordinates of N: 13,949,090.61' and E: 3,495,136.28', being also an interior corner of a the remainder of a called 9.321 acre tract of land conveyed to Patrick Henry Phelan and Michael Arthur Phelan in an instrument recorded in Film Code No. 105-13-0764 of the said Real Property Records;  
 Property Records;

THENCE South 72°05'21" East along and with the North line of the said 2.415 acre tract, the North line of Easement "G" recorded in Clerk's File 2001043445, and the South line of said 9.321 acre tract for a distance of 371.99 feet to a capped iron rod stamped with "MWW" found at the North corner of said 2.415 acre tract;

THENCE South 39°01'21" West along and with the Southeast line of the said 2.415 acre tract for a distance of 209.83 feet to the Point of Beginning of the herein described tract;

THENCE South 50°58'39" East over and across a concrete entrance road and the most westerly East line of the herein described tract for a distance of 46.87 feet to a point for the Northeast corner;

THENCE North 38°56'00" East along the East line of the said road and the most easterly West line of the herein described tract for a distance of 122.99 feet to a point for the most northerly West corner;

THENCE South 51°04'00" East along the North line of the herein described tract for a distance of 10.00 feet to a point for the most northerly East corner;

THENCE South 38°56'00" West along the Southeast line of the herein described tract for a distance of 137.16 feet to a point for the South corner;

**Fittz & Shipman, Inc.**

Page 1 of 2  
 Project No. 14097  
 Plat & Description

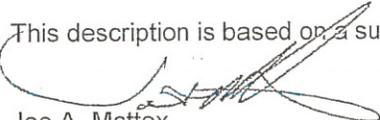
THENCE North 51°04'00" West along the most southerly line of the herein described tract for a distance of 10.00 feet to a point for the Southwest corner;

THENCE North 38°56'00" East along the most southerly East line of the herein described tract for a distance of 4.17 feet to a point for the Southwest corner;

THENCE North 50°58'39" West over and across said road and along the most easterly South line of the herein described tract for a distance of 46.88 feet to a point for the Southwest corner;

THENCE North 39°01'21" East along the most Westerly line of the herein described tract for a distance for 10.00 feet to the **POINT AND PLACE OF BEGINNING**, containing 1,842.00 square feet of land, more or less.

This description is based on a survey made by Fittz & Shipman, Inc. on December of 2014

  
Joe A. Mattox  
Registered Professional Land Surveyor No. 5535



**Fittz & Shipman, Inc.**

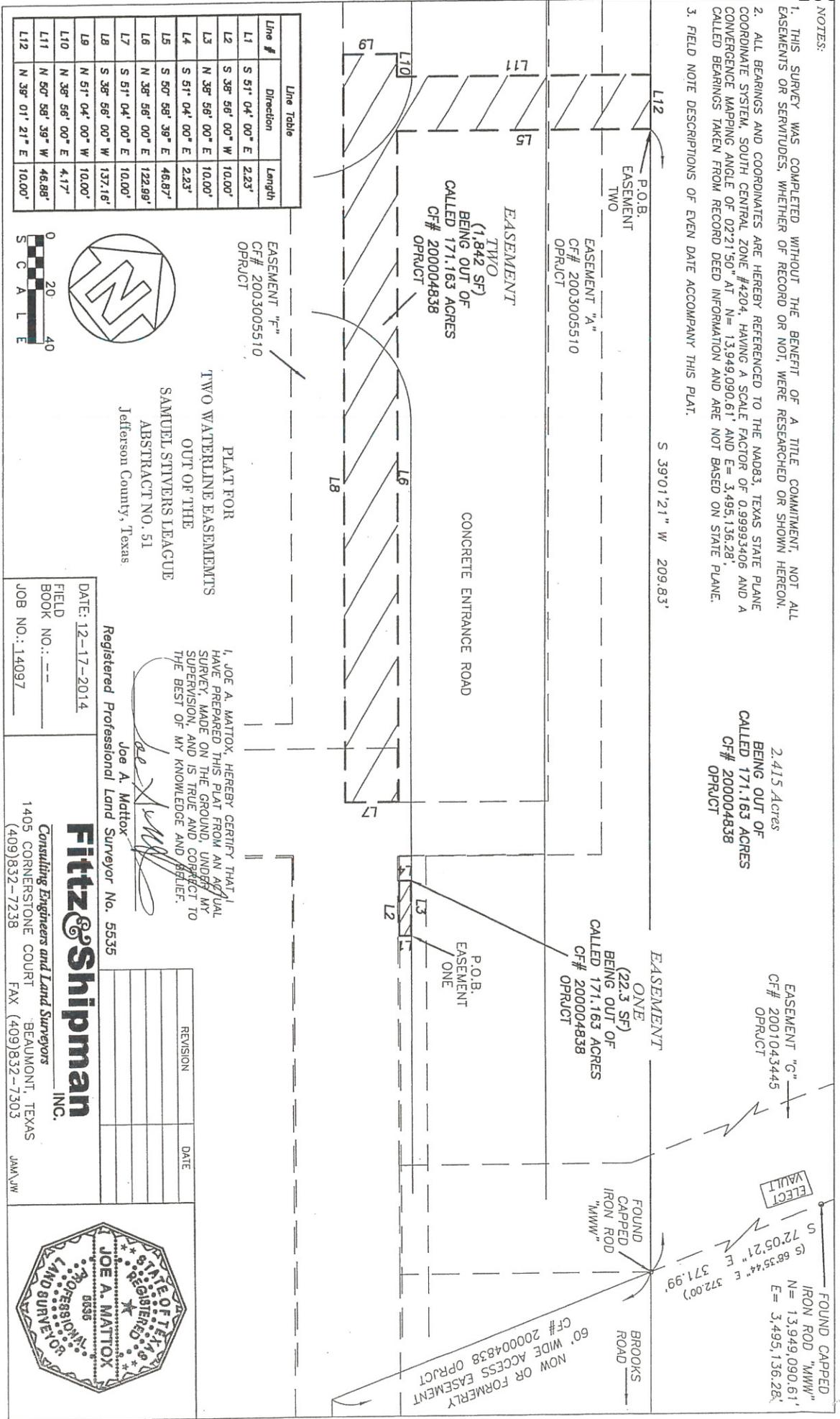
Page 2 of 2

Project No. 14097EsmtJAM

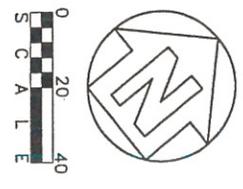
Plat & Description

NOTES:

1. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NOT ALL EASEMENTS OR SERVITUDES, WHETHER OF RECORD OR NOT, WERE RESEARCHED OR SHOWN HEREON.
2. ALL BEARINGS AND COORDINATES ARE HEREBY REFERENCED TO THE NAD83, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE #4204, HAVING A SCALE FACTOR OF 0.99993406 AND A CONVERGENCE MAPPING ANGLE OF 02'21.50" AT N= 13,949,090.61' AND E= 3,495,136.28'. CALLED BEARINGS TAKEN FROM RECORD DEED INFORMATION AND ARE NOT BASED ON STATE PLANE.
3. FIELD NOTE DESCRIPTIONS OF EVEN DATE ACCOMPANY THIS PLAT.



Line #	Direction	Length
L1	S 51° 04' 00" E	2.23'
L2	S 38° 56' 00" W	10.00'
L3	N 38° 58' 00" E	10.00'
L4	S 51° 04' 00" E	2.23'
L5	S 50° 58' 39" E	46.87'
L6	N 38° 56' 00" E	122.99'
L7	S 51° 04' 00" E	10.00'
L8	S 38° 56' 00" W	137.16'
L9	N 51° 04' 00" W	10.00'
L10	N 38° 56' 00" E	4.17'
L11	N 50° 58' 39" W	46.88'
L12	N 38° 01' 21" E	10.00'



PLAT FOR  
TWO WATERLINE EASEMENTS  
OUT OF THE  
SAMUEL STIVERS LEAGUE  
ABSTRACT NO. 51  
Jefferson County, Texas

DATE: 12-17-2014  
FIELD BOOK NO.: --  
JOB NO.: 14097

Registered Professional Land Surveyor No. 5535  
Joe A. Mattox

**Fittz & Shipman**  
INC.  
Consulting Engineers and Land Surveyors  
1405 CORNERSTONE COURT BEAUMONT, TEXAS  
(409) 832-7238 FAX (409) 832-7303  
JAM/vw



I, JOE A. MATTOX, HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM AN ORIGINAL SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REVISION DATE

2.415 Acres  
BEING OUT OF  
CALLED 171.163 ACRES  
CF# 200004838  
OPRUCT

EASEMENT  
ONE  
(22.3 SF)  
BEING OUT OF  
CALLED 171.163 ACRES  
CF# 200004838  
OPRUCT

EASEMENT "G"  
CF# 2001043445  
OPRUCT

FOUND CAPPED  
IRON ROD "MMW"  
N = 13,949,090.61'  
E = 3,495,136.28'  
S 68°35'44" E 372.00'  
S 72°05'21" E 371.99'

60' WIDE ACCESS EASEMENT  
NOW OR FORMERLY  
CF# 200004838 OPRUCT

# Fittz & Shipman

INC.

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)  
 Terry G. Shipman, P.E., Chairman  
 Billy J. Smith, Jr., President

*Consulting Engineers and Land Surveyors*  
 Donald R. King, P.E.  
 Walter J. Ksiazek, R.P.L.S.

**FIELD NOTE DESCRIPTION  
 OF A 22.3 SQUARE FEET  
 WATERLINE EASEMENT  
 OUT OF THE  
 SAMUEL STIVERS LEAGUE, ABSTRACT 51,  
 JEFFERSON COUNTY, TEXAS  
 January 15, 2015**

Being a 22.3 Square Feet Waterline Easement located in the Samuel Stivers League, Abstract 51, Jefferson County, Texas and being out of and a part of a called 171.163 acre tract of land conveyed to Jefferson County, Texas of record in Clerks File No. 200004838 of the Official Public Records of Jefferson County, Texas, said 22.3 acre being more particularly described by metes and bounds as follows:

Note: All bearings and coordinates are hereby referenced to the NAD83, Texas State Plane Coordinate System, South Central Zone #4204, having a scale factor of 0.99993406 and a convergence mapping angle of 02°21'50" at N: 13,949,090.61' and E: 3,495,136.28', called bearings taken from record deed information and may not be based on state plane.

**COMMENCE** at a capped iron rod stamped with "MWW" found for an exterior "ell" corner of the said 171.163 acre tract, the North corner of 2.415 acre tract surveyed this day, having state plane coordinates of N: 13,949,090.61' and E: 3,495,136.28', being also an interior corner of a the remainder of a called 9.321 acre tract of land conveyed to Patrick Henry Phelan and Michael Arthur Phelan in an instrument recorded in Film Code No. 105-13-0764 of the said Real Property Records;

THENCE South 72°05'21" East along and with the North line of the said 2.415 acre tract, the North line of Easement "G" recorded in Clerk's File 2001043445, and the South line of said 9.321 acre tract for a distance of 371.99 feet to a capped iron rod stamped with "MWW" found at the North corner of said 2.415 acre tract;

THENCE South 03°31'59" West over and across the said 171.163 acre tract for a distance of 76.49 feet to the Point of Beginning of the herein described tract;

THENCE South 51°04'00" East along the northerly East line of the herein described tract for a distance of 2.23 feet to a point for the East corner;

THENCE South 38°56'00" West along the easterly South line of the herein described tract for a distance of 10.00 feet to a point for the South corner;

THENCE North 51°04'00" West along the most Southerly line of the herein described tract for a distance of 2.23 feet to a point for the West corner;

**Fittz & Shipman, Inc.**

Page 1 of 2  
 Project No. 14097  
 Plat & Description

THENCE North 38°56'00" East along the northerly West line of the herein described tract for a distance or 10.00 feet to the **POINT AND PLACE OF BEGINNING**, containing 22.30 square feet of land, more or less.

This description is based on a survey made by Fitz & Shipman, Inc. on December of 2014

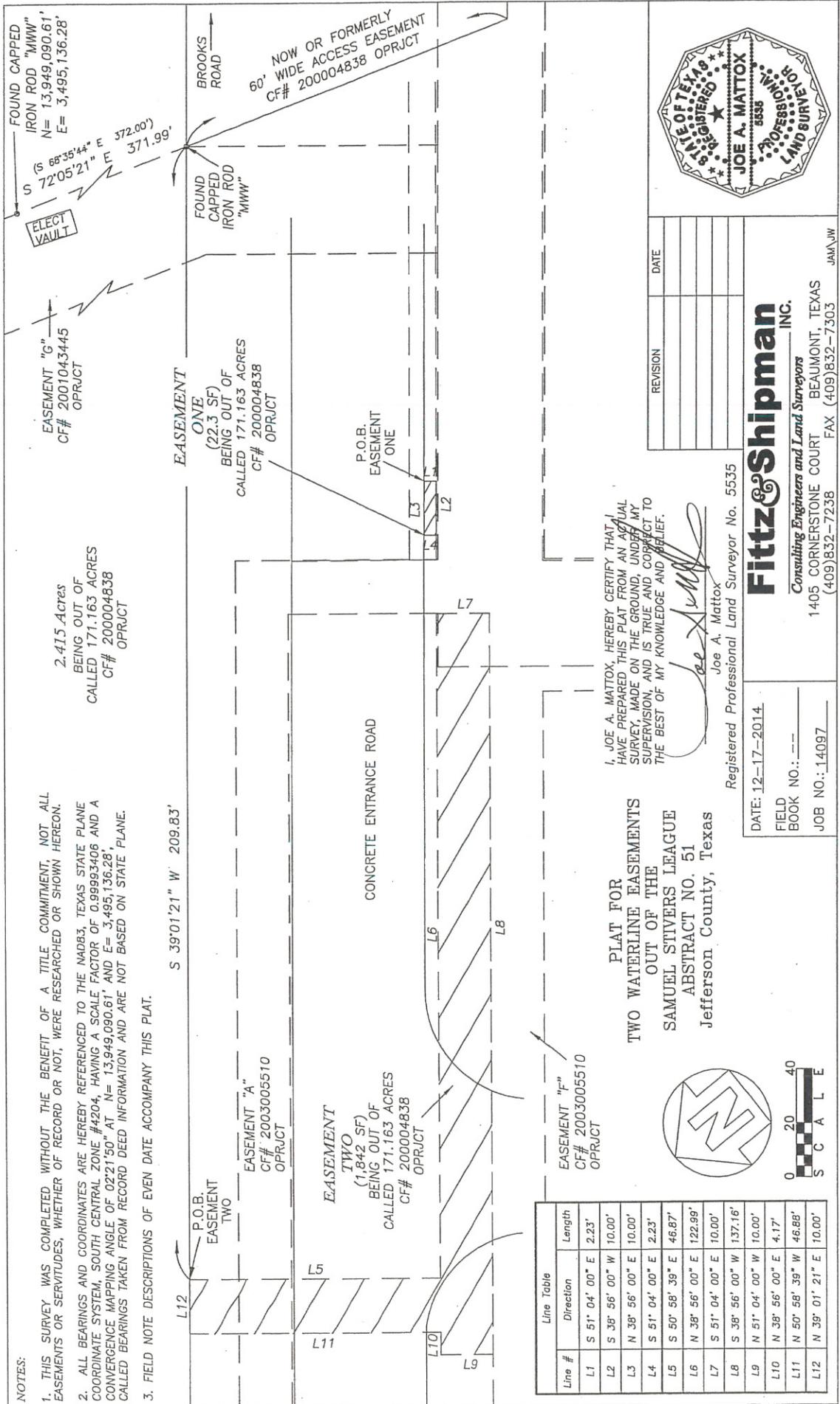


Joe A. Mattox  
Registered Professional Land Surveyor No. 5535



**Fitz & Shipman, Inc.**

Page 2 of 2  
Project No. 14097  
Plat & Description



NOTES:

1. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NOT ALL EASEMENTS OR SERVITUDES, WHETHER OF RECORD OR NOT, WERE RESEARCHED OR SHOWN HEREON.
2. ALL BEARINGS AND COORDINATES ARE HEREBY REFERENCED TO THE NAD83, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE #4204, HAVING A SCALE FACTOR OF 0.99993406 AND A CONVERGENCE MAPPING ANGLE OF 0221'50" AT N= 13,949,090.61' AND E= 3,495,136.28'. CALLED BEARINGS TAKEN FROM RECORD DEED INFORMATION AND ARE NOT BASED ON STATE PLANE.
3. FIELD NOTE DESCRIPTIONS OF EVEN DATE ACCOMPANY THIS PLAT.

Line #	Direction	Length
L1	S 51° 04' 00" E	2.23'
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L9	N 51° 04' 00" W	10.00'
L10	N 38° 56' 00" E	4.17'
L11	N 50° 58' 39" W	46.88'
L12	N 39° 01' 21" E	10.00'

I, JOE A. MATTOX, HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM AN ACTUAL SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Joe A. Mattox*  
 Joe A. Mattox  
 Registered Professional Land Surveyor No. 5535

PLAT FOR  
 TWO WATERLINE EASEMENTS  
 OUT OF THE  
 SAMUEL STIVERS LEAGUE  
 ABSTRACT NO. 51  
 Jefferson County, Texas

REVISION	DATE



**Fitz & Shipman**  
 INC.  
 Consulting Engineers and Land Surveyors  
 1405 CORNERSTONE COURT BEAUMONT, TEXAS  
 (409)832-7238 FAX (409)832-7303

DATE: 12-17-2014  
 FIELD BOOK NO.: ---  
 JOB NO.: 14097

JAM/JW

# Fittz & Shipman

INC.

*Consulting Engineers and Land Surveyors*

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)  
 Terry G. Shipman, P.E., President  
 Billy J. Smith, Jr., Chief Operating Officer  
 Donald R. King, P.E.  
 Walter J. Ksiazek, R.P.L.S.

January 7, 2015

Ms. Antoinette Hardy  
 Real Property Coordinator  
 City of Beaumont  
 P. O. Box 3827  
 Beaumont, Texas 77704

**RE: Proposed 10' Waterline Easement  
 Extension for Ford Park Multi-Sports Facility**

**FS Proj. No. 14097**

Dear Ms Hardy:

Submitted for your review and use are drawings and metes & bounds descriptions for a 10' wide Exclusive Waterline Easement extending eastward from existing Utility Easement along the south side of an un-named road which runs from Brooks Road into the Ford Park Baseball Fields and RV park. Address of the proposed Ford Park Multi-Sports facility is 5015 IH-10 South.

- Easement One is to widen existing easement to allow placement of Fire Hydrant
- Easement Two is to allow construction of 8" water line and Fire Hydrant.

A CD is attached containing the easement drawing and metes & bounds description. I have also attached a printed copy of referenced Deeds and Easements

**NAME, ADDRESS AND PHONE NUMBER OF PERSON(S) SUBMITTING INFORMATION FOR EASEMENT PURPOSES.**

Donald R. King P.E.  
 Fittz & Shipman, Inc.  
 1405 Cornerstone Court  
 Beaumont, Texas 77632  
 (409) 832-7238

**NAME OF PERSON(S), TITLE(S) SIGNING, STATE & COUNTY WHICH SIGNATURE(S) ARE TO BE ACKNOWLEDGED; COMPANY NAMES, PARTNERSHIPS, GENERAL PARTNERSHIPS, ETC.**

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

**NAME, ADDRESS AND PHONE NUMBER OF LANDOWNER IF DIFFERENT FROM ABOVE.**

Same as above

1405 Cornerstone Court · Beaumont, Texas 77706 · (409) 832-7238 · fax (409) 832-7303  
 Tx Board of Prof Engineers Firm No. 1160 · Tx Board of Prof Land Surveyors Firm No. 100186

Ms Antoinette Hardy  
 December 13, 2013  
 Page 2

Ford Park Multi-Sports  
 Prop. 10' Exclusive Waterline Easement

ADDRESS OF PROPERTY WHERE THE EASEMENT IS TO BE LOCATED.

Adjacent to:

5015 IH-10 South (along south side of un-named road extending westward from Books Road)  
 Beaumont, Texas 77701  
 (10' Wide Exclusive Waterline Easement out of Samuel Stivers League, Abstract 51, Jefferson  
 County, Texas)

USE OF EASEMENT REQUESTED.

Exclusive Waterline Easement

1. LEGAL DESCRIPTION OF PROPOSED EASEMENT WITH MAP OR PLAT
  - MUST BE SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR [Registered in the State of Texas]
  - SUBMITTED PLAT MUST FIT ON 8.5" x 11" OR 8.5" x 14" SHEET IN ORDER TO BE RECORDED AT THE COUNTY CLERK'S OFFICE
    - IF INFORMATION CANNOT FIT ON SINGLE SHEET, MATCH LINES SHOULD BE UTILIZED
  - PLATS AND LEGAL DESCRIPTIONS SHOULD BE LABELED, STARTING WITH LEGAL DESCRIPTION FIRST, AS EXHIBIT "A" Page 1 of \_\_\_\_\_ (Number of Total Pages) and number subsequent remaining pages
  - PLATS MUST INCLUDE A GENERAL LOCATION MAP

See Attached Exhibits - description for 10.00 foot wide Exclusive Waterline Easement(s)

- Metes & Bounds Description + Drawings are contained on attached Compact Disk (CD).
  - 1) 16452Easement.pdf – Drawing of a 22.3 Square Foot Utility Easement (for Fire Hydrant) and a 1842 SQ Utility Easement (for Water Line Extension with Fire Hydrant).
  - 2) 14097FND.pdf – Signed Descriptions of a 22.3 Square Foot Utility Easement (for Fire Hydrant) and a 1842 SQ Utility Easement (for Water Line Extension with Fire Hydrant).
  - 3) 16452-Easement 1.doc – Word document - Description of a 22.3 Square Foot Utility Easement (for Fire Hydrant).
  - 4) 16452-Easement 2.doc – Word document - Description of a 1842 SQ Utility Easement (for Water Line Extension with Fire Hydrant).
- 5) COPIES OF ALL DEEDS MENTIONED IN THE LEGAL DESCRIPTION - on Compact disk (CD).
  - 1) CF# 200004838.pdf – 171.163 Acre Tract - Patrick Henry Phelan and Michael Phelan Trustees to Jefferson County.
  - 2) Film Code 105-13-0764 – 9.321 Acre Tract - Patrick Henry Phelan and Michael Phelan Trustees to Patrick Henry Phelan and Michael Arthur Phelan Trustees.
  - 3) CF# 2001043445.pdf – Dedication of Non-Exclusive General Public Utility Easements
  - 4) CF# 2003005510.pdf - Dedication of Non-Exclusive General Public Utility Easements

Ms Antoinette Hardy  
December 13, 2013  
Page 3

Ford Park Multi-Sports  
Prop. 10' Exclusive Waterline Easement

Please contact me at (409) 82-7238 for questions or comments.

**FITZ & SHIPMAN, INC.**

by:

  
Donald R. King, P.E.  
For the Firm  
14097TR05

Attachments

**Fitz & Shipman, Inc.**

## RESOLUTION NO.15-065

WHEREAS, Jefferson County has agreed to convey two (2) ten foot (10') wide exclusive water line easements, said easements being a 1,842 square foot tract out of the Samuel Stivers League, Abstract No. 51 and a 22.3 square foot tract out of the Samuel Stivers League, Abstract No. 51, as described and shown in Exhibit "A," attached hereto, to the City of Beaumont for the purpose of constructing a new Ford Park Multi-Sports facility located at 5015 IH-10 South; and,

WHEREAS, the City Council has considered the purpose of said conveyances and is of the opinion that the acceptance of said conveyances are necessary and desirable and that same should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE  
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT two (2) ten foot (10') exclusive water line easements conveyed by Jefferson County, being a 1,842 square foot tract out of the Samuel Stivers League, Abstract No. 51 and a 22.3 square foot tract out of the Samuel Stivers League, Abstract No. 51, as described and shown in Exhibit "A," attached hereto, be and the same are hereby, in all things, accepted for the stated purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of April, 2015.



*Becky Ames*  
- Mayor Becky Ames -

# BEAUMONT

TEXAS

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Dr. Joseph Majdalani, P.E., Public Works Director

**MEETING DATE:** April 7, 2015

**REQUESTED ACTION:** Council consider a resolution authorizing the acceptance of two (2) ten foot (10') wide Exclusive Water Line Easements.

---

## **BACKGROUND**

Jefferson County has agreed to convey two (2) ten foot (10') wide exclusive Water Line Easements to the City of Beaumont. One easement is described as being a 1,842 square foot tract out of the Samuel Stivers League, Abstract No. 51. The second easement is described as being a 22.3 square foot tract out of the Samuel Stivers League, Abstract No. 51. The water line easements are for the construction of the new Ford Park Multi-Sports facility located at 5015 IH-10 South.

## **FUNDING SOURCE**

Not applicable.

## **RECOMMENDATION**

Approval of resolution.



**Joleen E. Fregia**  
**Chief Deputy**  
**E-Mail**  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

**Tim Funchess**  
**County Treasurer**  
 1149 Pearl Street – Basement  
 Beaumont, Texas 77701

**Office (409) 835-8509**  
**Fax (409) 839-2347**  
**E-Mail**  
[tfunchess@co.jefferson.tx.us](mailto:tfunchess@co.jefferson.tx.us)

June 11, 2015

Judge Jeff R. Branick and  
 Commissioners Court  
 Jefferson County Courthouse  
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of May 31, 2015, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.109%. The interest rate on funds invested in an investment account at Wells Fargo is currently .10%.

The 90 day Treasury interest rate on May 31, 2015 was .01% and the interest on your checking accounts for the month of May was .222%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda June 15, 2015, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO  
 Enclosure

Agenda should read:

Receive and File Investment Schedule for May, 2015,  
 including the year to date total earnings on County funds.

## JEFFERSON COUNTY MONTH END MAY 31, 2015 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT)
<b>POOLED CASH ACCOUNT</b>																
INVESTMENT ACCT	01-May-15	\$7,668.65	\$7,668.65	100	0.100%	31-May-15	NONE	31	31	7580310386	WELLS FARGO	\$7,668.65				\$7,668.65
<b>CDs and Securities</b>																
FHLMC .85%	30-Dec-13	\$2,000,000.00	\$2,000,000.00	100	0.850%	30-Dec-16	30-Jun-14	579	1096	3134G4QW1	COASTAL SECURITIES	\$2,001,000.00	\$100.05	\$7,130.56	\$17,000.00	\$2,008,130.56
FHLMC .50%	20-Jun-13	\$2,000,000.00	\$2,000,000.00	100	0.500%	20-Jun-16	20-Dec-13	386	1096	313383E09	COASTAL SECURITIES	\$1,999,400.00	\$99.97	\$4,472.22	\$16,000.00	\$2,003,872.22
FHLMC 1.20 %	23-Feb-15	\$2,000,000.00	\$2,000,000.00	100	1.200%	20-Feb-18	20-Aug-15	996	1093	3134G8FP9	NATIONAL ALLIANCE	\$2,000,400.00	\$100.02	\$6,533.33	\$0.00	\$2,006,933.33
FHLMC 1.20%	27-Feb-15	\$2,000,000.00	\$2,000,000.00	100	1.200%	27-Feb-18	27-May-15	1003	1096	3130AA5L2	WELLS SECURITIES	\$2,000,200.00	\$100.01	\$6,266.67	\$0.00	\$2,006,466.67
FHLMC 0.90%	20-Mar-14	\$2,000,000.00	\$2,000,000.00	100	0.900%	20-Mar-17	20-Jun-14	659	1096	3134G4WH7	WELLS SECURITIES	\$2,000,800.00	\$100.04	\$3,550.00	\$18,000.00	\$2,004,350.00
FHLMC 1.0%	27-Mar-14	\$2,000,000.00	\$2,000,000.00	100	1.000%	27-Mar-17	27-Jun-14	666	1096	3134G4XX1	COASTAL SECURITIES	\$2,001,000.00	\$100.05	\$3,556.56	\$20,000.00	\$2,004,556.56
FHLMC 1.375%	05-Mar-15	\$2,000,000.00	\$2,000,000.00	100	1.375%	05-Mar-18	05-Jun-15	1009	1096	3130AA7B2	COASTAL SECURITIES	\$2,000,200.00	\$100.01	\$6,569.44	\$0.00	\$2,006,769.44
FHLMC 1.40%	12-Mar-15	\$2,000,000.00	\$2,000,000.00	100	1.400%	12-Mar-18	12-Jun-15	1016	1096	3130AA2UB0	NATIONAL ALLIANCE	\$2,000,600.00	\$100.03	\$6,144.44	\$0.00	\$2,006,744.44
FHLMC 1.125%	25-Aug-14	\$1,000,000.00	\$1,000,000.00	100	1.120%	25-Aug-17	25-Feb-15	817	1096	3130AA2C6	COASTAL SECURITIES	\$1,000,000.00	\$100.00	\$2,986.67	\$13,128.89	\$1,002,986.67
FHLMC 1.125%	15-Sep-14	\$2,000,000.00	\$2,000,000.00	100	1.250%	15-Sep-17	15-Mar-15	838	1096	3134G5GR0	COASTAL SECURITIES	\$2,000,800.00	\$100.04	\$4,750.00	\$11,250.00	\$2,005,550.00
FHLMC 1.25%	26-Dec-14	\$2,000,000.00	\$2,000,000.00	100	1.250%	26-Dec-17	26-Mar-15	940	1096	3134G5SP1	COASTAL SECURITIES	\$2,001,400.00	\$100.07	\$10,763.89	\$0.00	\$2,012,163.89
FHLMC 1.35%	30-Dec-14	\$2,000,000.00	\$2,000,000.00	100	1.350%	27-Dec-17	27-Mar-15	941	1093	3134G5WB7	COASTAL SECURITIES	\$2,001,400.00	\$100.07	\$11,325.00	\$0.00	\$2,012,725.00
FHLMC 1.15%	30-Jan-15	\$2,000,000.00	\$2,000,000.00	100	1.150%	30-Jan-18	30-Apr-15	975	1096	3134G9AL7	WELLS SECURITIES	\$1,998,800.00	\$99.94	\$7,730.56	\$0.00	\$2,006,530.56
ICD-BMW Bank 1.05%*	20-Jun-14	\$248,000.00	\$248,000.00	100	1.050%	20-Jun-17	None	751	1096	05580AAK0	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,162.88	\$1,305.57	\$249,162.88
ICD-Discover Bk 1.10%*	26-Jun-14	\$248,000.00	\$248,000.00	100	1.100%	26-Jun-17	None	757	1096	254671X21	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,173.41	\$1,367.74	\$249,173.41
ICD-Ally Bank 1.15%*	26-Jun-14	\$248,000.00	\$248,000.00	100	1.150%	26-Jun-17	None	757	1096	02006LFFK4	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,226.75	\$1,429.91	\$249,226.75
ICD-Goldman S. 1.15%*	26-Jun-14	\$248,000.00	\$248,000.00	100	1.150%	26-Jun-17	None	757	1096	39147JK76	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,429.91	\$1,429.91	\$249,226.75
* (Investment CDs)																
		<b>TOTAL PAR</b>	<b>\$7,668.65</b>									<b>\$7,668.65</b>				<b>\$7,668.65</b>
		<b>CDs and Securities</b>	<b>\$25,992,000.00</b>	<b>\$25,992,023.09</b>								<b>\$25,998,000.00</b>				<b>\$26,092,236.78</b>
		<b>TOTALS ALL ACCTS:</b>	<b>\$26,999,668.65</b>	<b>\$26,999,691.74</b>								<b>\$26,005,668.65</b>				<b>\$26,092,236.78</b>
<b>PLEDGE COLLATERAL REPORT WELLS FARGO</b>																
<b>ALL COUNTY FUNDS AS OF MAY 31, 2015</b>																
<p>This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act</p> <p>The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.</p> <p style="text-align: right;"><i>Jim Farnham</i> The Treasurer, Jefferson County Investment Officer</p>																
<b>COMPLIANCE STATEMENT</b>																
		<b>WEIGHTED AVG. YLD</b>	<b>1.109%</b>			<b>EQUIVALENT TREAS. RATE</b>	<b>0.714%</b>			<b>WEIGHTED AVG. MATURITY</b>	<b>830</b>					<b>DAYS</b>
<b>MAY 2015, JEFFERSON COUNTY INVESTMENT MATURITIES</b>																
<b>MATURED SECURITIES AND INTEREST EARNED</b>																
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D NUMBER	BROKER DEALER	INTEREST EARNINGS	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT)	
<b>POOLED CASH ACCOUNT</b>																
INVESTMENT ACCT	01-May-15	\$7,668.65	\$7,668.65		0.100%	31-May-15		31	7580310386	WELLS FARGO	\$0.59					
<b>CHECKING INTEREST</b>																
POOLED CASH ACCT					0.222%					WELLS FARGO	\$15,914.90					
OTHER COUNTY ACCTS					0.222%					WELLS FARGO	\$683.26					
TAX LICENSE ACCT					0.218%					WELLS FARGO	\$117.64					
<b>TOTAL</b>		<b>\$7,668.65</b>	<b>\$7,668.65</b>								<b>\$16,716.39</b>				<b>\$16,716.39</b>	

<b>FISCAL YEAR 2014-2015</b>			
<b>YIELD TO MATURITY AND INTEREST EARNINGS</b>			
<b>MONTH</b>	<b>90 DAY T. BILL YIELD</b>	<b>INVESTMENT INTEREST EARNED</b>	<b>CHECKING ACCOUNT YIELD</b>
OCTOBER	0.01%	\$24,494.19	0.184%
NOVEMBER	0.03%	\$14,688.14	0.185%
DECEMBER	0.04%	\$46,195.44	0.188%
JANUARY	0.02%	\$14,253.61	0.200%
FEBRUARY	0.02%	\$25,251.01	0.200%
MARCH	0.04%	\$53,155.03	0.200%
APRIL	0.01%	\$28,410.06	0.218%
MAY	0.02%	\$16,716.39	0.222%
JUNE			
JULY			
AUGUST			
SEPTEMBER			
<b>ANNUAL TOTALS</b>		<b>\$ 223,163.87</b>	



**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT  
MINNIE ROGERS JUVENILE JUSTICE CENTER**

---

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**Chief Juvenile Probation Officer**

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Fx: (409) 983-8348

**MEMORANDUM**

**TO:** Loma George  
County Judge's Office

**FROM:** Edward J. Cockrell, Sr. *EC*  
Chief Juvenile Probation Officer

**DATE:** June 9, 2015

**RE:** Commissioners Court Agenda, June 15, 2015

Please place the following item on the Commissioners Court agenda for June 15, 2015.

Receive and file the proposed Juvenile Probation Department budget for FY2016 in accordance with 140.004 Local Government Code.

BUDGET PREPARATION WORKSHEET  
2015-16 BUDGET YEAR

ACCOUNT DESCRIPTION	TWO YEAR AVERAGE '13 & '14	2013-2014 LAST YEARS ACTUALS	2014-2015 7 MONTHS ACTUAL	2014-2015 ADJUSTED BUDGET	2015-2016 DEPT. REQUEST
JUVENILE PROBATION DEPT.					
.10-01 DEPARTMENT HEAD	45,460	46,690	29,337	52,714	.....
.10-02 ASSISTANTS & CLERKS	661,034	682,795	437,551	925,895	.....
.10-94 LONGEVITY PAY	15,724	15,647	9,168	17,351	.....
.10-98 OVERTIME ALLOWANCE	47	94	0	0	.....
* SALARIES AND WAGES	722,264	745,226	476,056	995,960	.....
.20-01 F.I.C.A. EXPENSE	61,234	61,514	36,141	79,624	.....
.20-02 EMPLOYEES' RETIREMENT	140,360	146,706	87,740	183,188	.....
.20-03 EMPLOYEES' INSURANCE	159,564	165,051	100,730	172,290	.....
.20-06 AUTOMOBILE ALLOWANCE	2,430	2,430	1,418	2,430	.....
.20-07 CELLULAR PHONE ALLOWANCE	450	450	263	450	.....
* FRINGE BENEFITS	364,038	376,151	226,292	437,982	.....
.30-10 BOOKS-PRINTED	2,533	2,533	0	2,533	2,533
.30-78 OFFICE SUPPLIES	3,822	3,568	3,086	4,250	4,250
.30-84 MINOR EQUIPMENT	1,668	1,760	125	1,766	1,715
.30-90 EDUCATION & DEMONSTRATION	834	576	0	1,278	1,278
* MATERIALS AND SUPPLIES	8,856	8,437	3,211	9,827	9,776
.40-11 EQUIPMENT- MISCELLANEOUS	155	0	0	600	600
.40-52 POSTAGE	2,155	2,037	823	2,467	2,467
.40-54 TELEPHONE	763	799	399	3,400	3,400
* MAINTENANCE AND UTILITIES	3,074	2,836	1,222	6,467	6,467
.50-05 MILEAGE	19,106	20,719	7,435	24,940	24,940
.50-14 MENTAL EXAMINATION	17,563	15,431	1,779	30,000	30,000
.50-21 DUES/SUBSCRIPTIONS	128	256	260	260	260
.50-45 BONDS SURETY/NOTARY	61	0	200	400	400
.50-53 RENT-EQUIPMENT	3,754	3,754	2,412	6,046	6,046
.50-62 TRAVEL EXPENSE	8,007	6,334	1,645	10,000	10,000
.50-71 PAGER SERVICE	579	579	338	587	587
.50-77 CONTRACTUAL SERVICE	412	452	0	500	500
.50-81 RELIEF-BOARD & LODGING	2,413	2,055	200	26,671	26,671
* MISCELLANEOUS SERVICES	47,196	45,470	13,869	99,404	99,404
.60-07 AUTOMOBILES	0	0	49,352	52,800	0
* CAPITAL OUTLAY	0	0	49,352	52,800	0
** JUVENILE PROBATION DEPT.	1,145,427	1,178,120	770,002	1,602,440	.....

Juvenile  
 Department Probation Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 10-05 EXTRA HELP

Item Description	Item Cost
Total Requested	0

ACCOUNT 10-98 OVERTIME

Item Description	Item Cost
Total Requested	0

ACCOUNT 20-06 AUTOMOBILE ALLOWANCE

Item Description	Item Cost
No New Request	
Total Requested	

ACCOUNT 20-07 CELL PHONE ALLOWANCE

Item Description	Item Cost
No New Request	
Total Requested	

Juvenile

Department Probation Please list all items in order of priority. Use additional pages if necessary.

**ACCOUNT 30-11 SOFTWARE** (Please list out any computer software you are requesting for existing computers. Also, list any software for new computers you are asking for in this budget year. Do not combine software costs with the cost of new computers in the Capital Outlay section.)

Item Description	Item Cost
Total Requested	0

**ACCOUNT 50-21 DUES/SUBSCRIPTIONS**

Item Description	Item Cost
Texas Registrar	200.00
Total Requested	200.00

Juvenile

Department Probation Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 50-62 TRAVEL

Item Description	Item Cost
See Attached	
Total Requested	

ACCOUNT 50-77 CONTRACTUAL SERVICES

Item Description	Item Cost
\$500 is requested to contract for Sex Offender treatment groups. Sex	
Offender treatment is conducted by an experienced professional counselor.	
The Court orders this treatment as per the Juvenile Court Order.	
Total Requested	\$500.00

**Probation Training Budget FY 2016**  
**120-3063-424 50-62**

Chief to attend Chief Probation Officer's Conference FY 2015

Total 550

Four people to attend Texas Probation Association annual conference in Austin in April, 2015

Total 2040

Four people to attend Texas Probation Association Legislative Conference in August, 2015

Total 2040

One person to attend Sex Offenders Management Conference FY 2015

Total 582

Two people to attend Texas Juvenile Justice Department's Data Conference in Austin, TX  
 FY 2015

Total 570

Two people to attend Texas Juvenile Juvenile Justice Department Budget Conference in Austin,  
 TX FY 2015

Total 276

Two people to attend TJJD's Post Legislative Conference in Austin, TX FY 2015

Total 862

One person to attend Texas Gang Investigator's Conference in FY 2015

Total 590

Chief Probation Officer to attend meetings at the Texas Juvenile Juvenile Justice Department  
 in Austin, Texas.

Total 850

Chief Probation Officer to attend Southeast Texas Chief's meeting located throughout  
 Southeast Texas.

Total 500

Per Diem for officers making placement trips @ \$30 per day for 38 days.

Total 1140

**Total training budget 2016**

**\$10,000**

Juvenile

Department Probation Please list all items in order of priority. Use additional pages if necessary.

**PARTICIPATION** (List any matching funds the County will be responsible for in regards to Federal, State or Local grant agreements.)

Item Description	Item Cost
Total Requested	0

Juvenile  
 Department Probation Please list all items in order of priority. Use additional pages if necessary.

**ACCOUNT 30-84 MINOR EQUIPMENT** (List out any equipment under \$5,000. Do not list any computers here even if under \$5,000. List all computers in 60-02 Computer Equipment under the Capital Outlay section.)

Item Description	Item Cost
2-Fax Machine Drums @ \$197 each	\$394
2- File Cabinets @ \$245 each	\$490
3-Sets US and Texas Flags @ \$74 each	\$222
5-Badge Replacements @ \$75 each	\$375
2-Office Chairs @ \$117 each	\$234
<b>Total Requested</b>	<b>\$1,715</b>



BUDGET PREPARATION WORKSHEET

2015-16 BUDGET YEAR

ACCOUNT DESCRIPTION	TWO YEAR AVERAGE '13 & '14	2013-2014 LAST YEARS ACTUALS	2014-2015 7 MONTHS ACTUAL	2014-2015 ADJUSTED BUDGET	2015-2016 DEPT. REQUEST
JUVENILE DETENTION HOME					
.10-01 DEPARTMENT HEAD	45,459	46,689	29,336	52,714	.....
.10-02 ASSISTANTS & CLERKS	739,074	736,541	434,197	893,240	.....
.10-05 EXTRA HELP	177,150	169,340	81,797	178,025	.....
.10-94 LONGEVITY PAY	12,134	12,611	7,712	15,398	.....
.10-97 HOLIDAY PAY	35,327	34,583	28,550	42,864	.....
.10-98 OVERTIME ALLOWANCE	5,168	5,791	2,415	6,120	.....
* SALARIES AND WAGES	1,014,311	1,005,555	584,007	1,188,361	.....
.20-01 F.I.C.A. EXPENSE	77,151	76,571	44,304	92,736	.....
.20-02 EMPLOYEES' RETIREMENT	172,677	177,693	105,351	213,354	.....
.20-03 EMPLOYEES' INSURANCE	155,448	157,202	99,312	182,479	.....
.20-06 AUTOMOBILE ALLOWANCE	2,430	2,430	1,418	2,430	.....
.20-07 CELLULAR PHONE ALLOWANCE	450	450	263	450	.....
* FRINGE BENEFITS	408,155	414,346	250,648	491,449	.....
.30-07 BEDDING, BLANKETS, & LINEN	1,498	1,499	0	1,500	1,500.....
.30-17 CLOTHING	3,176	3,297	0	3,300	3,300.....
.30-23 DISHES, UTENSILS, ETC.	296	293	0	300	300.....
.30-33 FOOD	81,083	79,830	77,134	84,000	84,000....
.30-44 JANITOR SUPPLIES	10,646	9,433	8,500	9,500	9,500.....
.30-50 MEDICAL SUPPLIES	944	999	0	1,000	1,000.....
.30-78 OFFICE SUPPLIES	1,170	865	1,400	1,579	1,579.....
.30-84 MINOR EQUIPMENT	5,500	5,151	1,482	5,368	5,642.....
* MATERIALS AND SUPPLIES	104,311	101,367	88,516	106,547	.....
.40-09 BUILDINGS AND GROUNDS	39,573	39,322	13,898	35,000	35,000....
.40-11 EQUIPMENT- MISCELLANEOUS	7,681	7,695	2,622	8,000	8,000....
.40-53 GAS- NATURAL AND BUTANE	8,743	9,387	3,470	9,000	9,000....
.40-54 TELEPHONE	8,023	8,179	4,786	8,100	8,200....
.40-56 ELECTRICITY	86,364	94,498	35,385	98,000	96,000....
.40-57 WATER AND SEWER	33,546	35,250	14,971	33,000	38,000....
* MAINTENANCE AND UTILITIES	183,929	194,331	75,132	191,100	194,200...
.50-05 MILEAGE	259	225	0	300	300.....
.50-32 HOSPITAL SERVICE	663	1,326	0	3,000	3,000.....
.50-34 MEDICAL & SURGICAL	6,416	7,467	280	9,000	9,000.....
.50-53 RENT-EQUIPMENT	328	655	2,622	3,933	3,933.....
.50-62 TRAVEL EXPENSE	6,530	6,049	2,392	8,511	8,511.....
.50-77 CONTRACTUAL SERVICE	37,133	37,062	33,095	39,911	40,995....
* MISCELLANEOUS SERVICES	51,328	52,784	38,389	64,655	65,739....
.60-22 FURNITURE & FIXTURES	3,293	0	0	0	.....

BUDGET PREPARATION WORKSHEET

2015-16 BUDGET YEAR

ACCOUNT DESCRIPTION	TWO YEAR AVERAGE '13 & '14	2013-2014 LAST YEARS ACTUALS	2014-2015 7 MONTHS ACTUAL	2014-2015 ADJUSTED BUDGET	2015-2016 DEPT. REQUEST
60-14 Capital-Building and Grounds	-----	-----	-----	-----	-\$50,000-
* CAPITAL OUTLAY	3,293	0	0	0	.....
** JUVENILE DETENTION HOME	1,765,325	1,768,383	1,036,692	2,042,112	.....



**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT  
MINNIE ROGERS JUVENILE JUSTICE CENTER**

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Beaumont, TX 77705  
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**Edward "Ed" Cockrell, Sr.  
Chief Juvenile Probation Officer**

900 Fourth Street  
Port Arthur, TX 77640  
Ph: (409) 983-8370  
Fx: (409) 983-8348

**MEMORANDUM**

**To:** Patrick Swain  
Auditor

**From:** Edward J. Cockrell, Sr. *EC*  
Chief Juvenile Probation Officer

**Date:** May 27, 2015

**Re:** Justification/Budget – 120-3064-424

**(3064) 40-54 – Telephone**

The FY16 proposed Juvenile Detention Budget has an increase in the line item of \$100.

Adjusted Budget FY15	Department Request	Increase
\$8,100	\$8,200	\$100

**(3064) 40-57 – Water and Sewer**

The FY16 proposed Juvenile Detention Budget has an increase in the line item of \$5,000.

Adjusted Budget FY15	Department Request	Increase
33,000	\$38,000	\$5,000

These increases are based on current year usage. These line items have been discussed with Fran Lee in the Auditor's office and she recommended the increases due to increased cost.

Note: 40-56 Electricity line item is being reduced by \$200.

**(3064) 50-77 – Contractual Service**

The FY16 proposed Juvenile Detention Budget has an increase in the line item of \$1,084.

Adjusted Budget FY15	Department Request	Increase
\$39,911	\$40,995	\$1,084

There are four factors in “Contractual” related to this increase.

1. First, the EPS, Inc contract, which is to perform quarterly unit inspections for our air conditioning equipment, has submitted an increase in the contract cost for FY16. The present contract is \$3,200, and the new Contract is \$3,600, at a \$400 increase.
2. The second factor is the All Star Plumbing Contract which is for the Bio Smart degreaser, has an increase in the contract cost for FY16. The present contract is \$2,052, and the new contract is \$2,220, at a \$168 increase.
3. The third factor is the Southern Folgers Contract which is for the maintenance of security locks in detention, has an increase in the Contract cost for FY16. The present Contract is \$10,689, and the new Contract is \$11,009, at a \$320 increase.
4. The fourth factor is the Moore Service Company Contract which provide service on the ice machine, has an increase in the Contract cost for FY16. The present Contract is \$860, and the new Contract is \$1,056, at a \$196 increase.



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**MEMORANDUM**

**To:** Patrick Swain  
Auditor

**From:** Edward J. Cockrell, Sr *EC*  
Chief Juvenile Probation Officer

**Date:** May 27, 2015

**Re:** Funding for Control Room Operator

In FY11, Commissioners were asked to consider funding two Control Room Operator positions. Commissioners selected the third of three options to fund these positions. Option 3 consists of the County funding  $\frac{1}{4}$  Control Room Operators position in FY12 (\$17,835), the second \$17,835 in FY13, the third \$17,835 in FY14 and the final \$17,835 in FY17, which will fully fund the two positions over a six year period. We are in the fifth year of the six year plan. In FY16, there will not be an increase in funding for the two positions.



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**MEMORANDUM**

**To:** Patrick Swain  
Auditor

**From:** Edward J. Cockrell, Sr. *EC*  
Chief Juvenile Probation Officer

**Date:** May 27, 2015

**Re:** Extra Hours for Detention Staff and other 10-Series Line items for FY2014-15 Budget

The Juvenile Detention Center operates under a U.S. Department of Labor ruling obtained by Human Resources Director, Carey Erickson, which is in compliance with the Fair Labor Standards Act. Juvenile Supervision Officers are qualified as laws enforcement (security personnel in corrections institution – October, 1997). This exemption allows the department to require these officers to attend monthly staff training and be paid straight time as opposed to giving them time and a half comp time off, up to eleven hours per month.

Please place \$26,532 as Extra Hours in line item #10-02 Assistants and Clerks, for FY2016.

Extra Help is used to fund all part time Supervision Officers that supplement shifts, work during employee illness, employee personal leave, vacation time, bereavement time, military leave, etc. It is recommended that Extra Help line item 10-05 remain the same as FY15 \$174,534.

Please add these figures to the budget request:

120-3064-424-10-05 Extra Help (Remain the Same)	\$178,025
120-3064-424-10-97 Holiday Pay (Remain the Same)	\$42,864
120-3064-424-10-94 Longevity Pay (to be completed by Auditing)	
120-3064-424-10-96 Vacation Pay (to be completed by Auditing)	
120-3064-424-10-98 Overtime Allowance (Remain the Same)	\$6,120

Juvenile

Department Probation Please list all items in order of priority. Use additional pages if necessary.

**ACCOUNT 10-05 EXTRA HELP**

Item Description	Item Cost
No New Request	
<b>Total Requested</b>	

**ACCOUNT 10-98 OVERTIME**

Item Description	Item Cost
No New Request	
<b>Total Requested</b>	

**ACCOUNT 20-06 AUTOMOBILE ALLOWANCE**

Item Description	Item Cost
No New Request	
<b>Total Requested</b>	

**ACCOUNT 20-07 CELL PHONE ALLOWANCE**

Item Description	Item Cost
No New Request	
<b>Total Requested</b>	

Juvenile

Department Probation Please list all items in order of priority. Use additional pages if necessary.

**ACCOUNT 30-11 SOFTWARE** (Please list out any computer software you are requesting for existing computers. Also, list any software for new computers you are asking for in this budget year. Do not combine software costs with the cost of new computers in the Capital Outlay section.)

Item Description	Item Cost
Total Requested	0

**ACCOUNT 50-21 DUES/SUBSCRIPTIONS**

Item Description	Item Cost
Total Requested	0

Juvenile

Department Probation Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 50-62 TRAVEL

Item Description	Item Cost
See attached	
Total Requested	

ACCOUNT 50-77 CONTRACTUAL SERVICES

Item Description	Item Cost
See attached	
Total Requested	

**Detention Training Budget FY 2016**

Two people to attend Handle with Care Restraint Training  
for facilitators in Fort Bend and Williamson County, TX

Reg. 800 Total 1271

American Red Cross (CPR and First Aid)  
33 staff for recertification and 2 instructors

Total 1235

Three people to attend Texas Juvenile Detention Association conference  
in FY 2014

Reg. 255 Total 2520

Three people to attend Texas Juvenile Detention Association management  
conference in FY 2014

Reg. 255 Total 2550

Five people to attend Quality Assurance

Reg. 0 Total 935

**Total detention training budget**

**8511**

**50-77 Contractual Service****Item**

1.	A.C. Filter Service	\$ 2,390.00
2.	Vent-A-Hood Maintenance	\$ 1,120.00
3.	Smoke Detector Inspection	\$ 650.00
4.	Dumpster Service-Waste Management	\$ 5,163.00
5.	Fire Inspection	\$ 900.00
6.	A.C. Inspection	\$ 3,600.00
7.	Plumbing Maintenance-Bio Smart	\$ 2,220.00
8.	Southern Folger-Detention Locks	\$11,009.00
9.	Cummins Southern Plains-Generator Inspection	\$ 1,527.00
10.	Professional Nurses Medical Exam	\$10,400.00
11.	Ice Machine Inspection/Maintenance	\$ 1,056.00
12.	Pest Control	\$ 960.00
		\$40,995.00

Juvenile

Department Probation Please list all items in order of priority. Use additional pages if necessary.

**PARTICIPATION** (List any matching funds the County will be responsible for in regards to Federal, State or Local grant agreements.)

Item Description	Item Cost
This line item is requested in the amount of \$200,000 to be specifically	
dedicated to the programming in the Juvenile Detention Center in	
cooperation with IEA (Inspire, Encourage, Achieve). The IEA is a non	
profit organization to perpetuate the late Ben Rogers' legacy. Regina	
Rogers has donated well over one million dollars to this project and	
obtain grants to broaden the services in the Detention Center. The	
program was originally provided at no expense to the County. At this time,	
it is recommended this program be funded. A full description of the	
program is attached.	
<b>Total Requested</b>	<b>\$200,000</b>



## Grant Proposal & Project Budget

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## 2015 Jefferson County Juvenile Probation

### IEA – Inspire, Encourage, Achieve Funding Proposal

**Amount of Request: \$200,000 (see enclosed project budget for details)**

**Purpose of Request:** Funds will be used by IEA – Inspire, Encourage, Achieve to provide a multi-disciplinary response to crime and delinquency for juvenile justice involved youth who are brought to the attention of the Jefferson County Juvenile Probation Department and the Minnie Rogers Juvenile Justice Center (MRJJC). The organization continues to achieve significant outcomes in reducing recidivism rates and this request will help interrupt a path toward adult criminal behavior and instead will prepare young people for becoming tax-paying citizens who are educated, civically engaged, workforce ready and able to achieve dignity, respect and a meaningful quality of life.

#### History & Intervention Strategies

**IEA–Inspire, Encourage, Achieve – is a private non-profit organization operating in a unique partnership with the Jefferson County Juvenile Probation Department to reduce recidivism rates among juvenile offenders in Southeast Texas.** Originated by Regina Rogers and the late Julie Rogers, IEA was founded in 1997 in memory of the late Ben Rogers to perpetuate his legacy of helping young people achieve dignity and respect through knowledge, compassion, understanding and love.

IEA utilizes strength-based approaches, cross-system collaborations and community assets to alter the trajectory of juvenile justice involved youth who were vulnerable to entering the adult criminal justice system. Since its inception (1997), IEA has earned the respect of key stakeholders throughout the community for its work with youth offenders. As a result of IEA's service-delivery model, youth detained at the Minnie Rogers Juvenile Justice Center (MRJJC) have the opportunity to acquire knowledge and skills that help them learn how to alter thoughts and behaviors that lead to a cycle of incarceration and involvement in the adult criminal population. IEA's holistic approach to programming and family support has reduced the rate of recidivism (repeat offenses) and enabled probation officers to work more effectively with the youth.

In 2014, IEA (the only **organization of its kind in Texas**) served over **300 youth** and helped them achieve dignity and respect through knowledge, compassion understanding and love while **71 parents** benefited from a supportive network of resources that enabled them to strengthen their parenting skills and develop stronger support systems. Of the youth served by IEA during their period of juvenile probation, **96% of them were not detained at the Minnie Rogers Juvenile Justice Center for a new offense.** From services offered to youth detained in the MRJJC to its Ben's Kids outreach efforts, IEA empowers juvenile justice involved youth to adopt law-abiding lifestyles by offering alternatives to criminal behavior and increasing access to mental health and personal development opportunities. Every juvenile offender detained in the

MRJJC has an opportunity to benefit from programming offered within the institutional component of IEA. Referrals are made by the Jefferson County Juvenile Probation Department to the Ben's Kids outreach component of IEA while youth are detained as well as during pre and post adjudication.

Additionally, IEA strategically coordinates community-based service-delivery including: case management, counseling, academic support (including tutoring sessions, literacy instruction and book club meetings), one-on-one mentoring, youth support groups, substance abuse recovery, group counseling, art therapy, community service projects and other enrichment opportunities. The enclosed items highlight some of the services IEA has offered over the past twelve (12) months.

### **IEA Programming Costs**

IEA continues to invest in creative service-delivery for hundreds of Southeast Texas youth who are struggling socially, emotionally and academically are referred to the organization by the Jefferson County Juvenile Probation Department as well as by school districts, courts and other organizations who recognize when young people are at-risk of engaging in delinquent activities. As a cost-effective intervention option designed to counter the disadvantages of poverty, abuse, neglect, distress, academic deficiencies, fragmented support systems and risky behaviors, IEA helps juvenile justice involved youth and those who are at-risk of delinquency (particularly siblings of youth on probation) strengthen and develop character qualities that increase their confidence in making healthy lifestyle choices.

The resilience demonstrated by youth whose lives were marked by challenges but were able to triumph over difficult situations, as a result of caring and supportive members of our community who believed in their potential, have been supported largely by opportunities made available with funding from Jefferson County combined with other leveraged resources (including in-kind contributions, donated services, and volunteer hours). With 100% of **IEA's annual budget of \$550,000** dedicated to programming offered in **Jefferson County**, the organization is seeking funding in the amount of **\$200,000 to support its service-delivery and coordination of programming at Minnie Rogers Juvenile Justice Center as well as those offered through its Ben's Kids Outreach Program** – which increases youth access to community-based support and resources.

### **Community Collaborations**

IEA continues to sustain its collaborative efforts with community-based providers that offer pro-social and wellness experiences – including those offered by **Beaumont Boxing Club (in partnership with the Beaumont Police Department), Love Yoga and World of Dance**. As a community-based provider for **the Jefferson County Juvenile Drug Court Program** and intervention option that is highly utilized by Jefferson County Juvenile Probation, IEA continues to provide service-delivery to Jefferson County Youth with histories

of disappointing and discouraging life experiences and loose or absent connections to community-based support systems (i.e., church, enrichment activities, service organizations, etc.)

IEA has been able to demonstrate a return on investment from the funding provided in past years from Jefferson County. In addition to motivating youth to achieve a high school diploma while enrolled in the organization's outreach program, IEA is providing job training opportunities that equip youth with skills that increase their marketability for employment. In partnership with area HEB Stores, IEA's **Taste-O's (Taste Our Success) Job Training Program helps youth acquire skills they can market for employment.** Although youth served at the Minnie Rogers Juvenile Justice Center benefit from IEA's services while detained, Jefferson County Juvenile Probation may refer them and their parents for continued support through IEA's outreach programs (including Ben's Kids and Parent Project).

In collaboration with Jefferson County Juvenile Probation, IEA is fortunate to have a strong coalition of partners that recognize the value of our work in transforming the lives of juvenile offenders (including Lamar University, Beaumont Independent School District, City of Beaumont, City of Port Arthur, U.S. Attorney's Office, Eastern District of Texas and Beaumont Art League).

IEA leverages its resources through building and sustaining community-based partnerships. Once clients have been introduced to personal development opportunities within IEA, they are guided toward implementing a plan for continuing to access similar services upon their completion of juvenile probation. Current partners and referral sources include, Family Services of Southeast Texas, Communities in Schools, Buckner's STAR (Service to at-risk youth) Program, Southeast Texas Regional Planning Commission, CASA (Court Appointed Special Advocates) and Catholic Charities of Southeast Texas.

### **Summary**

IEA is seeking funding from Jefferson County to help provide innovative intervention services for juvenile offenders detained at the Minnie Rogers Juvenile Justice Center (MRJJC) and those under supervision by the Jefferson County Juvenile Probation Department. The organization's rehabilitative strategy provides a direct economic benefit to Southeast Texas, since it helps reduce recidivism rates and the cost of detaining youth for future violations, which often lead to their incarceration as adults.

In a videotaped interview, **City of Port Arthur Chief of Police Mark Blanton states, "IEA has given young people a way to realize their potential, to set long-term goals, and to get a sense of direction and hope they didn't have before. I'm just completely in awe of what IEA does and what its results have been."** In addition to local recognition of its value, IEA's efforts have also been featured by the Texas Public Policy Foundation in "Getting More for Less in Juvenile Justice" and a National Department of Justice article that focuses on Project Safe Neighborhoods Initiatives.

**Findings from an internal analysis (conducted by the Jefferson County Juvenile Probation Department) for the purpose of assessing the impact of services offered by IEA to juvenile offenders revealed: Of the 229 juvenile offenders served by IEA over a three-year period, 79% did not have a negative outcome. A total of 17.9% would have been sent to an alternative placement or TYC had IEA not been a resource.** With an average of 11 juvenile offenders per year being kept from placement as a result of IEA's comprehensive services, taxpayers have been potentially saved \$188,100 per year. When factoring the cost of TYC incarceration for one juvenile offender, there is an additional expense that escalates to nearly \$100,000 or more annually. Therefore, the Jefferson County Juvenile Probation Department estimates that **IEA has potentially saved Jefferson County and the State of Texas nearly \$287,000 annually.**

Through our programs, juvenile offenders recognize their own value and are encouraged to change their lives. In sum, an investment of time and resources to support IEA's intervention efforts in the community is far less expensive than the costs associated with residential placement and TYC incarceration of juvenile offenders.

**IEA – Inspire, Encourage, Achieve**  
**Project Budget**

<b>Budget Item</b>	<b>Description</b>	<b>Amount Attributed to Project Request</b>	<b>Amount Requested from Jefferson County</b>	<b>Amount Funded by Other Sources</b>
Executive Director	Provides leadership and day-to-day oversight of IEA's operations to ensure that service-delivery and administrative tasks of the project are completed within guidelines that are consistent with achieving and/or furthering the organization's mission.	\$36,000	\$20,000	\$16,000
Counseling & Case Management	Counseling and Case Management with transitional services that connect youth to school and community-based resources.	\$41,600	\$35,000	\$6,600
Professional Mentors	Professional Mentors for youth served at the Minnie Rogers Juvenile Justice Center and in the Ben's Kids Outreach Program. Professional mentors also assist with coaching and training volunteer mentors.	\$52,400	\$20,000	\$32,400
Service Coordinators	Two service coordinators (one bilingual) to assist counseling, mentoring and case management staff in providing and coordinating pro-social activities for youth and family support sessions for parents.	\$63,732	\$30,000	\$33,732
Counseling and Consulting Services	Counseling and consulting services provided by licensed professionals. Counselors will provide individual and group counseling sessions for youth as well as for parents.	\$40,000	\$30,000	\$10,000
Academic Support	Educational specialists (credentialed educators with a master's degree or higher) to assess and evaluate academic strengths as well as challenges of youth experiencing difficulties in school; Educational coaches to work in collaboration with educational specialists to address foundational learning problems, provide specialized tutoring and facilitate academic motivation experiences that will help youth correlate their learning to specific career clusters.	\$20,000	\$10,000	\$10,000

Budget Item	Description	Amount Attributed to Project Request	Amount Requested from Jefferson County	Amount Funded by Other Sources
Development Associate	Works closely with the executive director to provide overall leadership, program development, financial administration, fiscal reporting and management of IEA's institutional and outreach programming for juvenile offenders and their families.	\$9,000	\$4,000	\$5,000
Project Supplies	Office supplies and materials associated with service delivery (including uniform shirts for job training)	\$8,000	\$5,000	\$3,000
Transportation	Fuel and mileage associated with assisting youth with accessing community-based resources and support (including counseling and pro-social activities)	\$12,000	\$7,000	\$5,000
Operating Expenses	Expenses associated with IEA's lease, utilities, facility maintenance, business insurance and other related operating costs are projected at approximately \$200,000 annually. It is estimated that approximately 20% of the organization's operating expenses will be attributed to this project.	\$40,000	\$39,000	\$1,000
	<b>Total</b>	<b>\$322,732</b>	<b>\$200,000</b>	<b>\$122,732</b>

Department Retention Please list all items in order of priority. Use additional pages if necessary.

**ACCOUNT 30-84 MINOR EQUIPMENT** (List out any equipment under \$5,000. Do not list any computers here even if under \$5,000. List all computers in 60-02 Computer Equipment under the Capital Outlay section.)

Item Description	Item Cost
9-Kenwood TK-3360 LKP UHF Portable Radios @ \$399.50 each	\$3,600
9-Kenwood KNB-57L Battery Parts @ \$98.00 each	\$ 882
5-Employee Recognition Plaques @ \$50 each = \$250	
2-Employee Recognition Plaques @ \$105 each = \$210	
Total = \$460	\$ 460
1-Vacuum Cleaner-Carpet Pro GS100	\$ 700
<b>Total Requested</b>	<b>\$5,642</b>

# United Communications Inc.

5615 College St. / Beaumont, TX 77707  
 Phone - (409) 842-3790 / Fax - (409) 842-1991  
[smm1224@yahoo.com](mailto:smm1224@yahoo.com)

May 27, 2015

Jefferson County Juvenile Probation  
 Minnie Rogers

Attn: David Copeland

Dear Mr. Copeland,

This is the pricing, which you requested, for new Kenwood Radios.

<b>Price to Purchase</b>	<b><u>Each</u></b>	<b><u>Total</u></b>
9 – Kenwood TK-3360LKP UHF Portable Radios W/Antenna, Battery, Belt Clip, Charger, & Programming	\$399.95	\$3599.55
9 – Extra Kenwood KNB-57L Battery Packs	\$98.00	\$882.00
<b>Total Purchase Price</b>		<b>\$4481.55</b>

I really appreciate the opportunity to bid this for you and look forward to working with you. If you have any questions about this quote, or any other type of Mobile Communication need, please don't hesitate to give me a call.

Sincerely,

Shanna Leggett

Department Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

**CAPITAL OUTLAY** (List any equipment over \$5,000 plus all computers. Please indicate whether the equipment is a new item or will be a replacement for old equipment. Commissioners' Court will closely scrutinize any Capital Outlay requests, so please provide full written justification for each item requested.)

ITEM DESCRIPTION	ITEM COST
60-14 Capitol Building & Grounds	\$50,000
The Minnie Rogers Juvenile Justice Center has been	
experiencing several leaks on the administrative section	
(Probation) of the facility. The leaks occur during periods of	
continuous rain. It has been proposed that a DURO-LAST	
mechanically fastened, single ply, PVC membrane roofing	
system be installed to recover the roof.	
<b>Total Requested</b>	\$50,000



*The Leader in Green Commercial Roofing Technology*

DURO-LAST® Roof Systems – TPO Roofing Systems – Thermal Imaging  
Commercial · Industrial

**Proposal/Contract Agreement**

**MCI #0415-3502**

May 5, 2015

Jefferson County Precinct No. 2  
7759 Viterbo Road Suite 1  
Beaumont, TX 77705

**Attn:** Mr. Mike Fuselier or Mr. Frank Adams

**Subject:** Recover roof on the Probation Offices located at Minnie Rogers Juvenile Center 5326 U.S. 69 Beaumont, TX

**System Type:** DURO-LAST® mechanically fastened, single ply, PVC membrane roofing system.

**Proposal:**

Monument Constructors, Inc. (“MCI” or “seller”) hereby propose to furnish to Jefferson County Precinct No. 2 (“buyer” or “customer”) the necessary labor, material, equipment, insurance and supervision to install approximately 10,250 sq. ft. of a DURO-LAST® roof system, with a fifteen (15) year **NDL** warranty against defects in materials and workmanship, on the project referenced. Note that unlike most other roofing systems, ponding water in and of itself does not void the DURO-LAST® warranty. This proposal is based on utilizing the following materials and qualifications:

**Proposal Includes:**

1. Install EPS flute filler between ribs on existing metal roof.
2. Install EPS 1” cover board over EPS flute filler.
3. Install DURO-LAST® nominal 40 mil white membrane on deck.
4. Install DURO-LAST® 1 ¾ in. vinyl termination bar, with snap on cover.
5. Install DURO-LAST® 4 in. vinyl drip edge along gutter side of roof.
6. Install DURO-LAST® pre-fabricated accessories as required to complete the system.
7. Commercial Roofing General Liability and Worker’s Compensation Insurance.
8. Required Safety Equipment.
9. Clean-up and Disposal of Construction Related Equipment and Debris.

**Proposal Does Not Include:**

1. Repairs to any unknown or unseen structural, mechanical, electrical, or water intrusion damage or deficiencies.
2. Removal or relocation of electrical conduit, communications cables, plumbing, fencing, etc.
3. Calibration of any electronic equipment including, but not limited to: satellite dishes, communications equipment, analyzers, detectors, safety and fire detection and prevention equipment, etc.

**Qualifications/Clarifications:**

1. Proposal is based on overlaying the existing roof.
2. City permit is included.
3. If required, any HVAC, plumbing, electrical, etc. that may need to be moved or disconnected and reconnected (other than normal roofing practice) will be performed by a subcontractor of owner's choice at owner's expense.
4. If any deteriorated or damaged decking, parapet, fascia, vents, conduit, gutters, drains, etc. are encountered other than what is listed in the scope of work above; during roofing installation, MCI will notify owner or owner's representative of the situation. Upon approval by owner or owner's representative, repairs can be made by MCI with cost of repairs based on time and material or by others at the owner's discretion. *(Repairs are at owner's expense and will be billed accordingly.)*
5. MCI is not responsible for existing building conditions such as, but not limited to: mold, leaking walls, windows, gutters, interior drains, pipes, air conditioner equipment, ducts, vents, fans, parapets, mansards, water lines, masonry walls, adjacent roofs, skylights, trim, or existing water damage to existing building interior, (walls, ceiling, floors, etc.).
6. **Owner to verify with insurance carrier or the TDI (Texas Dept. of Insurance) prior to roofing, if a TDI windstorm certification is required. MCI will pay cost related to TDI inspection only. Owner hereby agrees to pay balance of contract at completion of project and verification of inspection by engineer is made. This verification will be provided by MCI in the form of a WPI-1 form submitted by engineer to TDI. After inspection is made the owner will be responsible for obtaining a copy of the WPI-8 windstorm certificate from Texas Department of Insurance.**
7. Proposal is based on current limits for MCI liability and worker's compensation insurance. A certificate of coverage will be furnished upon request. All invoices are due upon receipt. Payment is to be made to Monument Constructors, Inc., P.O. Box 22497, Beaumont, TX. 77720-2497
8. If buyer fails to fulfill the terms of payment, all past due invoices shall bear interest at the maximum legal rate allowed by law. Buyer agrees to reimburse seller for all costs incurred, including but not limited to attorneys' fees and expenses, for the collection of any past due invoices.
9. **Sheet Metal Trim & Gutters** – Owner to select color of metal trim from "Standard" colors on Berridge Metals color chart. All choices made from outside of "Standard" colors or Berridge Metals are subject to a cost change that could result in additional costs to customer/ owner in the form of a Change Order.

**Special Conditions:**

Customer to supply utility connections as needed for project, relocation of vehicles during construction, and a staging area for equipment storage container(s).

**Start Up Time:**

To be determined after a signed proposal or a *written* purchase order signed by the buyer or buyer's representative, is received by MCI. The buyer's purchase order constitutes acceptance of all conditions of this proposal except as approved in writing by buyer and MCI.

Cont. MCI #0415-3502  
Payment Option/Total Amount

**Payment Options:**

1. **Standard Payment Terms:** 50% due upon signing of contract with bi-weekly progressive draws against balance amount due based on percentage of completion. Total balance due on substantial completion of project and/or receipt of final invoice. All invoices are due upon receipt and made payable to Monument Constructors, Inc., P. O. Box 22497, Beaumont, Texas 77720-2497. Warranty will not be validated by Monument Constructors, Inc. until project is paid in full as agreed including retained funds. Terms accepted by

\_\_\_\_\_  
Initial                  Date

2. **Three-Pay Payment Terms:** 33% due upon signing of contract, 33% due on delivery of material and 34% balance due on substantial completion of project and/or receipt of final invoice. All invoices are due upon receipt and made payable to Monument Constructors, Inc., P. O. Box 22497, Beaumont, Texas 77720-2497 (customer to qualify and be approved to receive this payment term) Warranty will not be validated by Monument Constructors, Inc. until project is paid in full as agreed including retained funds. Terms accepted by

\_\_\_\_\_  
Initial                  Date

3. **Master Card or Visa Card Payment Terms:** 50% due upon signing of contract with bi-weekly progressive draws against balance amount due based on percentage of completion. Total balance due on substantial completion and/or receipt of final invoice. A Fee of 3% will be applied to invoice for credit card processing. All invoices are due upon receipt and made payable to Monument Constructors, Inc., P. O. Box 22497, Beaumont, Texas 77720-2497. (based on credit card approval with service fee to be added to contract amount) Warranty will not be validated by Monument Constructors, Inc. until project is paid in full as agreed including retained funds. Terms accepted by

\_\_\_\_\_  
Initial                  Date

**Amount:**

**Total Proposed Amount:                                  \$ 46,615.00**

**Sales Tax Not Included  
Proposal amount honored for next 30 days.**

Cont. MCI #0415-3502  
Intellectual Property:

Page 4

**Intellectual Property:**

Buyer agrees that this document is the property of Monument Constructors Inc. (MCI) and is intended for the sole and private use of the buyer and/or buyer’s representatives to which it is addressed. It is not to be copied, or distributed outside the buyer’s organization without the express written consent of MCI unless and until it is approved in writing by the buyer’s legal representative and MCI. This proposal may not be used to establish a scope of work, specification, plan, or any other such document by which other developers, builders, contractors, construction companies, etc., may submit a comparative bid, quote, proposal, or similar document. If the buyer and/or buyer’s representatives to which this document is addressed use this document to establish a specification or solicit comparative bids for the scope of work or any portion thereof as described herein, the buyer agrees to pay MCI a consulting fee equivalent to 15 percent of the “Total Proposal Amount” listed above. This fee is in addition to any other payments due MCI for any other products or services which MCI provides to the buyer under this agreement or any other past or future agreement between the buyer and MCI.

**Acceptance of Proposal/Contract Agreement MCI #0415-3502:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Monument Constructors, Inc.

*Monument Constructors, Inc. – Serving Texas, Colorado, Louisiana and Oklahoma*

**Texas**

*Office: 409.860.9343*

*Fax: 409.860.9248*

*[coolzonetx@monumentconstructors.com](mailto:coolzonetx@monumentconstructors.com)*

**Oklahoma**

*Office: 405.751.1470*

*Fax: 405-751-7001*

*[www.monumentconstructors.com](http://www.monumentconstructors.com)*



**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT  
MINNIE ROGERS JUVENILE JUSTICE CENTER**

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5326 Hwy 69 South  
Beaumont, TX 77705  
Ph: (409) 722-7474  
Fx: (409) 726-2896

**Edward "Ed" Cockrell, Sr.**  
**Chief Juvenile Probation Officer**

900 Fourth Street  
Port Arthur, TX 77640  
Ph: (409) 983-8370  
Fx: (409) 983-8348

**MEMORANDUM**

**To:** Patrick Swain  
Auditor

**From:** Edward J. Cockrell, Sr *EC*  
Chief Juvenile Probation Officer

**Date:** May 28, 2015

**Re:** Justification – Recovering the Roof

The Minnie Rogers Juvenile Justice Center has been experiencing several leaks on the administrative section (Probation) of the facility. The leaks occur during periods of continuous rain. It has been proposed that a DURO-LAST mechanically fastened, single ply, PVC membrane roofing system be installed to recover the roof.

STATE OF TEXAS § IN THE COMMISSIONERS COURT  
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC 312. 401 OF THE TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 15th day of June, 2015 on motion made by Eddie Arnold, Commissioner of Precinct No 1, and seconded by Michael Shane Sinegal, Commissioner of Precinct No 3, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate a portion of the Phillips 66 Terminal facility in/near Nederland, TX as a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby designates the property, 3900 Highway 366, Nederland, TX (mailing purposes only), Jefferson County, Texas 77627, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as the Phillips 66 Reinvestment Zone (the "Zone")
- Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas
- Section 4 That the Commissioners Court held a public hearing to consider this Order on the 15th day of June, 2015.

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 15<sup>TH</sup> day of JUNE, 2015.

  
 \_\_\_\_\_  
 JEFF R. BRANICK  
 County Judge

  
 \_\_\_\_\_  
 COMMISSIONER EDDIE ARNOLD  
 Precinct No. 1

  
 \_\_\_\_\_  
 COMMISSIONER MICHAEL S. SINEGAL  
 Precinct No. 3

ABSENT  
 \_\_\_\_\_  
 COMMISSIONER BRENT A. WEAVER  
 Precinct No. 2

  
 \_\_\_\_\_  
 COMMISSIONER EVERETTE D. ALFRED  
 Precinct No 4

**DESCRIPTION OF A 19.744-ACRE (860,043 SQ. FT.)  
TRACT OF LAND SITUATED IN THE JOSEPH TURNER  
SURVEY A- 205, AND THE JAMES MCDANIEL  
SURVEY, A-169, JEFFERSON COUNTY, TEXAS**

Being a 19.744-acre (860,043 square foot) tract of land situated in the Joseph Turner Survey, A-20 and the James McDaniel Survey, A-169, Jefferson County, Texas. Said 19.744-acre tract being out of a called 560.64-acre tract of land conveyed to Phillips 66 Gulf Coast Properties LLC, by deed recorded under Jefferson County Clerk's File No. 2014026657 of the Official Public Records of Jefferson County, Texas, and being further described by metes and bounds as follows with the basis of bearings being the Texas State Plane Coordinate System, NAD 83, South Central Zone No. 4204 (Coordinates shown hereon are grid coordinates and may be reduced to surface by applying the reciprocal of the combined scaled factor of 0.999933556. All distances are surface distances).

**COMMENCING (N = 13,941,047.65, E = 3,556,247.06)** at a point for the southeast corner of said 560.64-acre tract, from which a bolt found in concrete bears South 17 deg. 46 min. 37 sec. West, a distance of 4.51 feet and from which a 5/8-inch iron rod found with cap bears South 78 deg. 48 min. 14 sec. West, a distance of 2112.11 feet;

THENCE North 17 deg. 46 min. 37 sec. East, with a southeast line of said 560.64-acre tract, a distance of 370.00 feet to a point;

THENCE North 72 deg. 13 min. 23 sec. West, over and across said 560.64-acre tract, a distance of 80.00 feet to a point for the **POINT OF BEGINNING (N = 13,941,424.38, E = 3,556,283.84)** and the southeast corner of said tract herein described;

THENCE North 72 deg. 14 min. 35 sec. West, over and across said 560.64-acre tract and with a southwest line of said tract herein described, a distance of 280.50 feet to a point for an interior angle point of said tract herein described;

THENCE South 17 deg. 45 min. 25 sec. West, over and across said 560.64-acre tract and with a southeast line of said tract herein described, a distance of 65.37 feet to a point for an angle point of said tract herein described;

THENCE North 72 deg. 16 min. 10 sec. West, over and across said 560.64-acre tract and with a southwest line of said tract herein described, a distance of 211.93 feet to a point for an angle of said tract herein described;

THENCE North 17 deg. 45 min. 25 sec. East, over and across said 560.64-acre tract and with a northwest line of said tract herein described, a distance of 65.46 feet to a point for an interior angle point of said tract herein described;

THENCE North 72 deg. 14 min. 35 sec. West, over and across said 560.64-acre tract and with a southwest line of said tract herein described, a distance of 280.60 feet to a point for the southwest corner of said tract herein described;

THENCE North 17 deg. 35 min. 24 sec. East, over and across said 560.64-acre tract and with a northwest line of said tract herein described, a distance of 1,234.69 feet to a point for the northwest corner of said tract herein described;

THENCE South 52 deg. 08 min. 29 sec. East, over and across said 560.64-acre tract and with a northeast line of said tract herein described, a distance of 373.86 feet to a point for an angle point of said tract herein described;

THENCE South 07 deg. 21 min. 26 sec. East, over and across said 560.64-acre tract and with a northeast line of said tract herein described, a distance of 71.19 feet to a point for an angle point of said tract herein described;

THENCE South 52 deg. 10 min. 01 sec. East, over and across said 560.64-acre tract and with a northeast line of said tract herein described, a distance of 54.84 feet to a point for an angle point of said tract herein described;

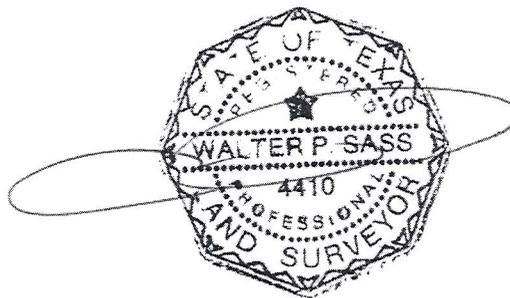
THENCE South 72 deg. 13 min. 23 sec. East, over and across said 560.64-acre tract and with a northeast line of said tract herein described, a distance of 344.17 feet to a point for the northeast corner of said tract herein described;

THENCE South 17 deg. 46 min. 37 sec. West, over and across said 560.64-acre tract and with a southeast line of said tract herein described, a distance of 1,022.79 feet to the **POINT OF BEGINNING** and containing 19.744 acres (860,043 square feet) of land.

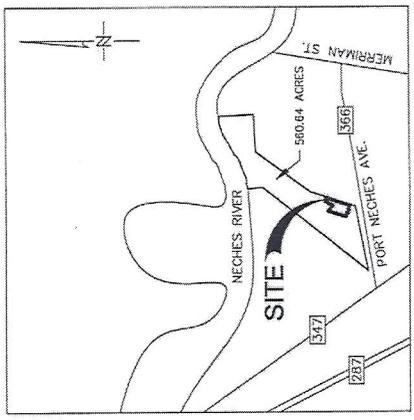
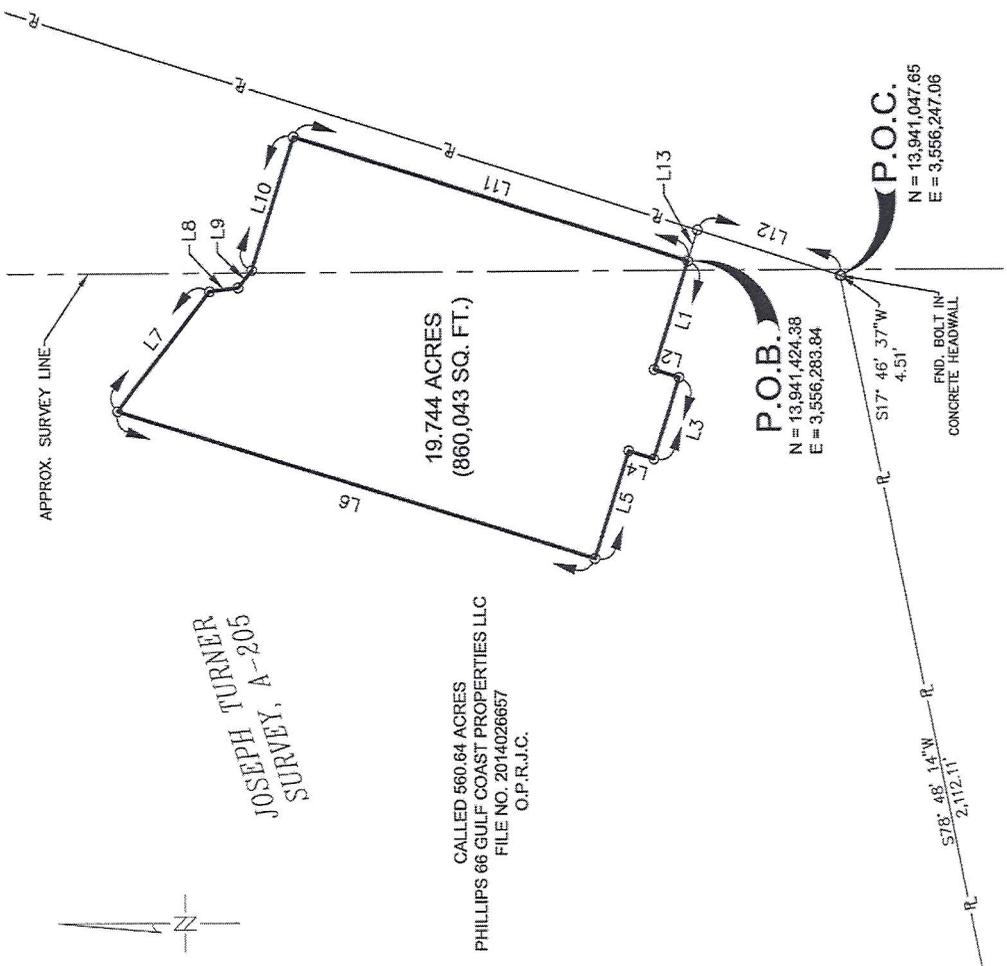
This description is accompanied by a plat of even survey date.

Compiled by:

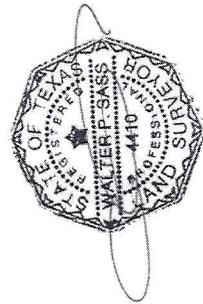
Weisser Engineering Company  
19500 Park Row  
Houston, Texas 77084  
TBPLS Reg. No. 100518-00  
TBPE Reg. No.: F-68  
Job No. P0569 (399-569)  
Date: 06/12/2015



Line Table		
Line #	Length	Direction
L1	280.50'	N 72° 14' 35" W
L2	65.37'	S 17° 45' 25" W
L3	211.93'	N 72° 16' 10" W
L4	65.46'	N 17° 45' 25" E
L5	280.60'	N 72° 14' 35" W
L6	1,234.69'	N 17° 35' 24" E
L7	373.86'	S 52° 08' 29" E
L8	71.19'	S 07° 21' 26" E
L9	54.84'	S 52° 10' 01" E
L10	344.17'	S 72° 13' 23" E
L11	1,022.79'	S 17° 46' 37" W
L12	370.00'	N 17° 46' 37" E
L13	80.00'	N 72° 13' 23" W



JAMES MCDANIEL  
SURVEY, A-169



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DRAWN BY:	S.P.	CALCD. BY:	C.H.	SCALE:	1" = 300'
F.B. NO.:		CHECKED BY:	M.B.	SHEET	01 OF 01
CREW CHIEF:		DATE:	06/12/2015	JOB No.:	P0569 (399-569)



**WEISSER Engineering Co.**  
19500 Park Row, Suite 100  
Houston, Texas 77084  
(281) 579 - 7300  
www.weissereng.com

NOTE:  
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**BASIS OF BEARINGS:**  
TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE  
No. 4204 (NAD 83) (2011 Adj.)

**Special, June 15, 2015**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, June 15, 2015