SPECIAL, 4/16/2018 1:30:00 PM

BE IT REMEMBERED that on April 16, 2018, 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 (ABSENT)

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF DEPUTY PORTER

Honorable Carolyn L. Guidry , County Clerk

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

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

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS April 16, 2018

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **16th** day of **April 2018** at its regular meeting place in the Commissioners' 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:

11:00 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding possible litigation with the County.

Following Commissioners' Court-WORKSHOP: Discuss 404 Hazard Mitigation Grant Program and consider projects to be submitted to State of Texas for consideration.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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

PURCHASING:

1. Receive and file bids for (IFB 18-003/YS), Term Contract for Inmate Clothing and Supplies for Jefferson County.

SEE ATTACHMENTS ON PAGES 9 - 451

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

2. Rescind award of (IFB 17-047/JW), Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey) Bid Item No. 11: DOOSAN Model G-25 Pneumatic Tire Forklift to Associated Supply Compan, Inc. (ASCO), in the amount of $25,586.00.

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

3. Re-award (IFB 17-047/JW), Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey) Bid Item No. 11: Yale Veracitor Pneumatic Tire Forklift Model GP050VX to Briggs Equipment, in the amount of $31,995.00

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

4. Consider and approve, and execute Change Order No. 6 for (IFB 17-008/JW), Cheek Phase V - Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) (TxCDBG No. 7216231) with BDS Constructors, LLC dba MK Constructors for an increase of (13) working days due to inclement weather conditions; bringing the total number of working days for this project from (154) days to (167) days. This project is funded by a Texas Community Development Block Grant from The Texas Department of Agriculture.

SEE ATTACHMENTS ON PAGES 452 - 454

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

5. Consider and approve, execute, receive and file professional service agreement (PROF 18-012/DC) with Terracon for Pavement Engineering Services in the Re-Design of the Major Drive Extension in the amount of $34,000.00.

SEE ATTACHMENTS ON PAGES 455 - 463

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

COUNTY AUDITOR:

6. Consider and possibly approve a resolution for the Jefferson County Crime Lab's submission of grant application for the Coverdell Forensic Science Improvement Grants Program. This is a competitive, fully funded grant request with an award ceiling of $250,000 and requires no cash match from the county.

SEE ATTACHMENTS ON PAGES 464 - 470

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

7. Consider and approve electronic disbursement for the following item: $621.90 to Texas Department of Criminal Justice for February insurance reimbursement.

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

8. Regular County Bills - check #445191 through checks #445435.

SEE ATTACHMENTS ON PAGES 471 - 479

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

COUNTY COMMISSIONERS:

9. Consider, possibly, authorize the County Judge to execute, receive and file an Inter-local Agreement between Jefferson County and the City of Groves for street repairs pursuant to Section 791.014, Texas Government Code.

SEE ATTACHMENTS ON PAGES 480 - 484

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

10. Consider, possibly approve, authorize the County Judge to execute and receive and file a Permanent Pipeline Easement Agreement between Jefferson County, Texas and Coastal Caverns, Inc.

SEE ATTACHMENTS ON PAGES 485 - 502

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

11. Consider and possibly approve a Proclamation for Global Youth Service Day.

SEE ATTACHMENTS ON PAGES 503 - 503

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

12. Consider, possibly, authorize the County Judge to execute, receive and file an Inter-local Agreement between Jefferson County and the City of Nederland for street repairs pursuant to Section 791.014, Texas Government Code.

SEE ATTACHMENTS ON PAGES 504 - 507

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

13. Consider, possibly approve and authorize the County Judge to execute Approval for Tax Exempt Financing for The Hughen Center, Inc. pursuant to Internal Revenue Code of 1986, Sec.147 (f).

SEE ATTACHMENTS ON PAGES 508 - 515

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

14. Consider and possibly approve a Proclamation for National Crime Victims' Rights Week.

SEE ATTACHMENTS ON PAGES 516 - 516

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

15. Consider and possibly approve a Resolution to support Regulation of Game Rooms.

SEE ATTACHMENTS ON PAGES 517 - 518

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

16. Consider and possibly approve the approval of a Criminal Associate Judge to replace Judge Leonard Giblin pursuant to Texas Government Code, Chapter 54A, Section 54A.002(a) and provide for the funding of such position at the same rates as were paid to Judge Giblin.

SEE ATTACHMENTS ON PAGES 519 - 522

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

17. Consider, possibly approve, authorize the County Judge to execute, receive and file TxCDBG Contract Amendment/Modification Request A1101 for Contract No. 7216231 regarding first time sewer service.

SEE ATTACHMENTS ON PAGES 523 - 526

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

Other Business:

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

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

_____

Jeff R. Branick
County Judge

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

February 26, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm 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 or box. Bidders shall forward an original and three (3) 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 Inmate Clothing and Supplies for Jefferson County**
BID NO:	**IFB 18-003/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, April 10, 2018**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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 – February 28, 2018 & March 7, 2018

IFB 18-003/YS
Term Contract for Inmate Clothing and Supplies for Jefferson County
Bids due: 11:00 AM CDT, Tuesday, April 10, 2018

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

http://www.co.jefferson.tx.us/purchasing/main.htm

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st 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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include 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. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. 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.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

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

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

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

5. Signatures

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

5. County Holidays

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year's

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. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

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

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Currency

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

18. 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.

19. Notice to Proceed/Purchase Order

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

20. 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.

21. Definitions

"County" – Jefferson County, Texas.

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

22. 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 Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and

performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other

obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

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

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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

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

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

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

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

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. 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

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

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

5. 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.

6. 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).

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

7. 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.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 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; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **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.

9.1.2 **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.

9.1.3 **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.

9.2 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.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 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.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 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

9.5.2 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.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 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.

9.8 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.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 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.

9.9.2 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.

9.9.3 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.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 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.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 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.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (email: ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 18-003/YS.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate clothing and supplies for use by the Jefferson County Correctional Facility.

Technical Specifications

All garments must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defective stitching, raw edges or loose threads. Garments not properly sewn or without adequate seams and hems will be rejected.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the products as requested.

1. Inmate Coveralls

Coveralls, raglan short sleeves. All seams 3 needle felled. Elastic back with woven heat resistant 1 1/2" elastic, to be sewn with 4 rows of stitching. Coverall shall be jointed at waist both front and back with 3 needle fell seams. There shall be one pocket over the left breast, double stitched and bar tacked. Six snap front to be 24 brass nickel plated guaranteed not to rust. Stainless steel snaps and/or grippers are not acceptable. The crotch shall be 3 needle lock stitched and have 2 bar tacks. The lapel shall extend to the raglan sleeve seam and be bar tacked where collar, lapel and raglan seam meet. Fabric shall be 7 1/2oz twill, 65% polyester/ 35% combed cotton. Fabric shall be industrial laundry finish, maximum shrinkage: 3%. Labels shall be woven polyester, 2 1/2" x 1 1/4", color coded by size. All 3 needle seams shall be cleanly finished and have no raw edges. All thread to be the same color as the garment. Sizes: X-Sm – 15X-L.

"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

Vendor shall supply with the bid a sample coverall in either orange or yellow and a color swatch for the other coverall colors. Samples not will not be returned. If cloth is different for each color coverall, a sample of each coverall shall be required.

Colors: Yellow – with "COUNTY JAIL" in 3" black lettering

Navy Blue – with "COUNTY JAIL" in 3" white lettering

Orange – with "COUNTY JAIL" in 3" white lettering

Red – with "COUNTY JAIL" in 3" white lettering

2. Inmate Jackets (Unlined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.

Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length. **"COUNTY JAIL"** shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

3. Inmate Jackets (Lined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.
Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length.
100% polyester, shrink-resistant blanket lining
"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

4. Deck Shoe with Toecap

Slip on style, upper heavy weight canvas, 11oz or heavier cotton duck.
Elastic twin gore
Insole 6oz cotton sewn in
Extra thick basketball type sole, textured rubber, brown color
Heel 2 ply counter
Protective textured foxing
Sizes: Men 4-15, and Female starting size 6
Packed in cases of 12 or 24
Color: Navy

5. Night Shirt (Female)

Slip-over style, polyester/cotton fabric, industrial grade laundry fabric.
Sizes: Small – 6X. No Color Specified.

6. Mattress

Densified Polycore Mattress, Size: 30" x 75" x 4".
100% polyester densified batting.
No Color Specified.

Mattress to meet or exceed these tests:
State of California Penal Mattress Fire Safety Test – Laboratory report No. SP-80-1
National Bureau of Standards NBSIR77-1290 burn test under actual fire conditions. Standards were established to determine amount of toxic gasses present, amount of smoke present, degrees of temperature, and heat flux, ability of material to support combustion, and fire growth potential (flashover).
California Standard Bulletin 117 – testing the fire resistance of the resilient filling materials by vertical open flame test and horizontal cigarette test (DOC FF4-72).
ASTM D-1692 – rate of burning or extent of burning of cellular plastics using a supported specimen of horizontal screen.
DOC FF4-72 – flammability standard of mattresses.
ASTME-162 – surface flammability of materials using a radiant heat source.
Technical Bulletin 121 – "Flammability Test Procedure for Mattresses for use in High Risk Occupancies", State of California.
Motor Vehicle – MV 302
Aircraft Seating – FAR 25.853

English Flame Law – UK 5852 Ignition Source 2
National Fire Protection Agency - #260 and #261

7. Mattress Covers (12 oz. Staph Check Vinyl Cover)
Heavy Duty 12oz-3ply vinyl that is fire retardant and bacteria resistant. Vinyl to be reinforced with nylon webbing. Vinyl is flame resistant and bacteria resistant. No Color Specified.

Vinyl Cover must meet or exceed these tests:
Antimicrobial to protect the fabric – Test NYS63
Weight, oz. per sq. yd. – ASTM D3776
Flame Resistance – ASTM D6413
Cigarette Ignition – 16 CFR Part 1632
Breaking Strength, lbs. – ASTM D5034
Tear Strength, lbs. – ASTM D751/A
Adhesion (peel) lbs. / 2 inches – ASTM D751/Peel adhesion
Surface Resistivity, OHMS/SQ – AATCC 76
Seam Construction: all seams shall face the inside, except the end seam. Seams should be double needle lock stitched and sewn with a heavy gauge nylon thread to prevent inmate destruction.

8. Mattress Covers (Heavy Weight Twill Cover)
Heavy duty twill (6-8 oz.), color: off-white, to fit like an oversized pillow case (slip on to mattress), size: 30" x 75" x 6" (to fit mattresses 30" x 75" x 4" or 6"), must be able to withstand institutional washing and drying cycles.

9. Inmate Blanket
White color, 100% cotton material, closed weave to prevent snagging and discourage dismantling, size 66" x 90", weight, 3 lbs., per blanket or greater.

10. Inmate Bath Towel
White color, 100% cotton material, dense-looped terry, size 20" x 40", weight 5.5 lbs., per dozen.

11. Laundry Bag
White color, 100% knitted polyester material, withstands bleach, size 18" x 30", pull lock (with draw string) – closure style.

12. Laundry Bag (nets)
White color, 100% polyester mesh (with holes to allow for air and water exchange), size 18" x 24", tie-cord closure, with cloth ID tag.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items

specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County

Bidder's Company/Business Name: ACME SUPPLY CO., LTD

Bidder's TAX ID Number: 113111598

Contact Person: ZAHEER SHEIK **Title:** PRESIDENT

Phone Number (with area code): 8005678025

Alternate Phone Number if available (with area code):

Fax Number (with area code): 800 5678026

Email Address: BN@ACMESUPPLY.US

Mailing Address (Please provide a physical address for bid bond return, if applicable):

10 CEDAR SWAMP RD. STE #7
Address

GLEN COVE NY 11542
City, State, Zip Code

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:

ACME SUPPLY CO., LTD
Company Name

10 CEDAR SWAMP RD. STE # 7
Address

GLEN COVE NY 11542
City State Zip

Signature of Person Authorized to Sign

ZAHEER SHEIK
Printed Name

PRESIDENT
Title

For clarification of this offer, contact:

ZAHEER SHEIK
Name

8005678025 8005678026
Phone Fax

BN@ACMESUPPLY.US
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies. 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

Item	Unit	Description	Size	Unit Price			
				Yellow	Navy Blue	Orange	Red
1	Each	Inmate Coveralls (Average Annual Order: 500-1000 of each color)	X-Sm	$	$	$	$
			Small	$	$	$	$
			Med	$	$	$	$
			Large	$	$	$	$
			X-L	$	$	$	$
			1X-L	$	$	$	$
			2X-L	$	$	$	$
			3X-L	$	$	$	$
			4X-L	$	$	$	$
			5X-L	$	$	$	$
			6X-L	$	$	$	$
			7X-L	$	$	$	$
			8X-L	$	$	$	$
			9X-L	$	$	$	$
			10X-L	$	$	$	$
			11X-L	$	$	$	$
			12X-L	$	$	$	$
			13X-L	$	$	$	$
			14X-L	$	$	$	$
			15X-L	$	$	$	$

Item	Unit	Description	Size	Unit Price
2	Each	Inmate Jackets (unlined)	X-Sm	$ 14
			Small	$ 14
			Med	$ 14
			Large	$ 14
			X-L	$ 14
			1X-L	$ 14
			2X-L	$ 14
			3X-L	$ 14
			4X-L	$ 14
			5X-L	$ 14
			6X-L	$ 14

Item	Unit	Description	Size	Unit Price
3	Each	Inmate Jackets (lined)	X-Sm	$ 14
			Small	$ 14
			Med	$ 14
			Large	$ 14
			X-L	$ 14
			1X-L	$ 14
			2X-L	$ 14
			3X-L	$ 14
			4X-L	$ 14
			5X-L	$ 14
			6X-L	$ 14

Item	Unit	Description	Color	Size	Unit Price
4	Pair	Deck Shoe with Toecap	Navy Blue	5	$
			Navy Blue	6	$
			Navy Blue	7	$
			Navy Blue	8	$
			Navy Blue	9	$
			Navy Blue	10	$
			Navy Blue	11	$
			Navy Blue	12	$
			Navy Blue	13	$
			Navy Blue	14	$
			Navy Blue	15	$
Item	**Unit**	**Description**		**Size**	**Unit Price**
5	Each	Night Shirt – Female. No Color Specified. (Average Annual Order: 100)		Small	$
				Medium	$
				Large	$
				1X	$
				2X	$
				3X	$
				4X	$
				5X	$
				6X	$
Item	**Unit**	**Description**	**Color**	**Size**	**Unit Price**
6	Each	Mattress (Average Annual Order: 300)	No Color Specified	30"x75"x4"	$
7	Each	Mattress Cover (Average Annual Order: 300-500)	No Color Specified	30"x75"x4"	$
8	Each	Mattress Cover Heavy Weight Twill	Off White	30" x 75" x 6"	
9	Each	Inmate Blanket (Average Annual Order: 500-1000)	White	66"x90"	$ 5.00
10	Doz.	Inmate Bath Towel (Average Annual Order: 100-200 doz.)	White	30"x40"	$ 10.50
11	Each	Laundry Bag (Average Annual Order: 500)	White	18"x30"	$
12	Each	Laundry Bag (mesh)	White	18" x 24"	

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: NH STATE DEPT OF CORRECTIONS

Address: PO BOX 1806 Concord NH 03302

Contact Person and Title: JASON NEWTON - Buyer

Phone: 603 271 1858 Fax: _____

Email Address: Jason.Newton@doc.nh.gov Contract Period: Current Contract.

Scope of Work: Deliver Inmate Clothing per contract specs.

REFERENCE TWO

Government/Company Name: Polk County Sheriff's Office

Address: 455 N. Broadway Bartow FL 33830

Contact Person and Title: Ashley Provenza - Buyer

Phone: 863 298 6364 Fax: 863 298 6365

Email Address: AProvenza@polksheriff.org Contract Period: Current Contract

Scope of Work: Deliver Inmate Clothing per contract specs

REFERENCE THREE

Government/Company Name: WV STATE

Address: 2019 Washington St. East. Charleston WV 25305

Contact Person and Title: BILL CANTERBURY - Director of Purchasing

Phone: 304 558 2036 Fax: _____

Email Address: _____ Contract Period: Current Contract.

Scope of Work: Deliver Inmate Clothing per contract specs.

Bidder Shall Return Completed Form with Offer.

Signature Page

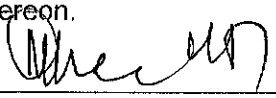
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the 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.

ACME SUPPLY CO., LTD Bidder (Entity Name)	 Signature
10 CEDAR SWAMP RD. STE# 7 Street & Mailing Address	ZAHEER SHEIK Print Name
GLEN COVE NY 11542 City, State & Zip	3.27.2018 Date Signed
8005678025 Telephone Number	800 567 8026 Fax Number
BN@ACMESUPPLY.US E-mail Address	

Bidder Shall Return Completed Form with Offer.

NOT APPLICABLE

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

ACME SUPPLY CO., LTD

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

NO BUSINESS WITH LOCAL GOVERNMENTAL ENTITY

4

Signature of vendor doing business with the governmental entity

3·27·18

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seat of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

ZAHEER SHEIK
Printed Name of Authorized Representative

Signature

President
Title

3·27·2018
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: ACME SUPPLY CO., LTD HUB: p Yes p(No)

Address: 10 CEDAR SWAMP RD. STE#7 GLEN COVE NY 11542
Street City State Zip

Phone (with area code): 800 5678025 Fax (with area code): 800 5678026

Project Title & No.: IFB 18-003/YS Inmate Clothing and Supplies.

Prime Contract Amount: $ FULL 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: _____

ZAHEER SHEIK	[signature]	3.27.18
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: ACME SUPPLY CO., LTD HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): _____

Address: 10 CEDAR SWAMP RD. STE#7 GLEN COVE NY 11542
Street City State Zip

Phone (with area code): 8005678025 Fax (with area code): 8005678025

Project Title & No.: Inmate Clothing + Supplies (IFB)/RFP No.: 18-003/YS

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.

NOT APPLICABLE

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☒ Other: ACME DID NOT BID ALL ITEMS, WE ARE AN MBE + MANUFACTURE OUR ITEMS

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: NONE

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: NONE

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): ZAHEER SHEIK

Title: PRESIDENT

Signature: [signature]

Date: 3.27.18

E-mail address: BN@ACMESUPPLY.US

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

Name (print or type): ZAHEER SHEIK

Title: PRESIDENT

Date: 3.27.18

E-mail address: BN@ACMESUPPLY.US

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 ACME SUPPLY CO [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is GLEN COVE NEW YORK (city and state).

Taxpayer Identification Number (T.I.N.):	113111598
Company Name submitting bid/proposal:	ACME SUPPLY CO., LTD
Mailing address:	10 CEDAR SWAMP RD. STE #7 GLEN COVE NY 11542
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF NEW YORK COUNTY OF NASSAU

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

on this day personally appeared ZAHEER SHEIK (name), who

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

"I, ZAHEER SHEIK (name) am a duly authorized officer of/agent

for ACME SUPPLY CO., LTD (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said ACME SUPPLY CO., LTD (name of firm).

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

Name and address of bidder: ACME SUPPLY CO., LTD
10 CEDAR SWAMP RO. STE #7 GLEN COVE NY 11542

Fax: 800 5678026 Telephone# 800 5678025

by: ZAHEER SHEIK (print name) Title: PRESIDENT

Signature: 03/28/18

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

this the 28th day of March, 2018.

Jeffrey R. Buchheit
Notary Public - State of New York
No. 01BU6339994
Qualified in Nassau County
My Commission Expires 04/11/2020

Notary Public in and for the State of New York

Bidder Shall Return Completed Form with Offer.

NYSIF® New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 113111598
ACME SUPPLY CO.,LTD
10 CEDAR SWAMP RD STE 7
GLEN COVE NY 11542

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
ACME SUPPLY CO.,LTD 10 CEDAR SWAMP RD STE 7 GLEN COVE NY 11542	JEFFERSON COUNTY PURCHASING 1149 PEARL STREET, 1ST FLOOR BEAUMONT TX 77701

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
H1138 199-3	465948	01/27/2018 TO 01/27/2019	3/28/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1138 199-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.
ZAHEER SHAIKH, PRESIDENT

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 490558940

U-26.3

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-331187

Date Filed:
03/28/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
ACME SUPPLY CO., LTD
GLEN COVE, NY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 18-003/YS
Inmate Clothing and Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is ZAHEER SHEIK, and my date of birth is 5|15|1959.

My address is 10 CEDAR SWAMP RD STE#7 GLEN COVE NY 11542 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in NASSAU County, State of NY, on the 28 day of MARCH (month), 20 18 (year).

Signature of authorized agent of contracting business entity
(Declarant)

ACME SUPPLY CO., LTD.
10 Cedar Swamp Road, Suite #7, Glen Cove, NY 11542
Ph: 800-567-8025 Fax: 800-567-8026 Website:www.acmesupply.us

March 28, 2018

Yea-Mei Sauer,
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Re: HUD participation
BID NAME: Term Contract for Inmate Clothing and Supplies for Jefferson County
BID NO: IFB 18-003/YS
DUE DATE/TIME: 11:00 AM CDT, Tuesday, April 10, 2018

Dear Ms. Sauer and Purchasing Department,

Please allow this letter to serve as written explanation as to why Acme Supply Co., LTD has not used a HUD organization for BID NO: IFB 18-003/YS.

Acme Supply Co., LTD is a minority business certified by the state of New York, the County of Nassau and various other state agencies and while we understand and appreciate the request for the utilization of historically underutilized businesses, due to the limited amount of items that we have bid on, which we manufacture and produce, it would be more cost effective for the county to allow us to bid as a foreign minority business without a HUD subcontractor.

We hope you understand our request and look forward to an opportunity to provide you with the great quality products and outstanding customer service that Acme has been known for providing over the last 26 years of being in business.

Thank you,

Zaheer Sheik
Owner / President
Acme Supply Co, LTD

ACMES-1 OP ID: ER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 631-864-1111 Bagatta Associates, Inc. 823 W Jericho Turnpike Ste 1A Smithtown, NY 11787 Bagatta Associates, Inc.	CONTACT NAME: Bagatta Associates, Inc. PHONE (A/C, No, Ext): 631-864-1111 FAX (A/C, No): 631-864-8274 E-MAIL ADDRESS:
INSURED Acme Supply Co Ltd 10 Cedar Swamp Rd Glen Cove, NY 11542	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Insurance Company — 29424 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			33SBMUQ2035SA	04/12/2018	04/12/2019	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Jefferson County and its employees are listed as additional insured.

CERTIFICATE HOLDER

Jefferson County Purchasing Dept
1149 Pearl Street. 1st Floor
Beaumont, TX 77701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Bagatta Associates, Inc.

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The ACORD name and logo are registered marks of ACORD

NEW YORK STATE
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE") CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

Minority Business Enterprise (MBE)

pursuant to New York State Executive Law, Article 15-A to:

Acme Supply Co., Ltd

Certification Awarded on: August 6, 2015
Expiration Date: August 6, 2018
File ID#: 54367 - MBE

NEW YORK STATE OF OPPORTUNITY. | Division of Minority and Women's Business Development

A Division of Empire State Development

THIS CERTIFIES THAT

Acme Supply Co. Ltd.

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **NEW YORK & NEW JERSEY MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 423220

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

03/31/2017		NY03183
Issued Date		**Certificate Number**
	Joset Wright-Lacy	
	Joset B. Wright-Lacy	
06/24/2018		Terrence Clark
Expiration Date		**Terrence Clark, President & CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify. Develop. Connect. Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

Page 1 of 1

FROM:
Acme Supply Co Ltd (800) 567-8025
ACME SUPPLY CO LTD
10 Cedar Swamp Road
Suite #7
Glen Cove NY 11542
US

SHIP DATE: 28MAR18
ACTWGT: 2.00 LB
CAD: 101002366/INET3980
DIMMED: 15 X 2 X 13 IN

BILL SENDER

TO Yea-Mei Sauer
Jefferson County Purchasing Dept
1149 Pearl Street
1st Floor
BEAUMONT TX 77701
(409) 835-8593 REF: SQ12706 (US)
INV:
PO: DEPT:

552J107F5/DCA5

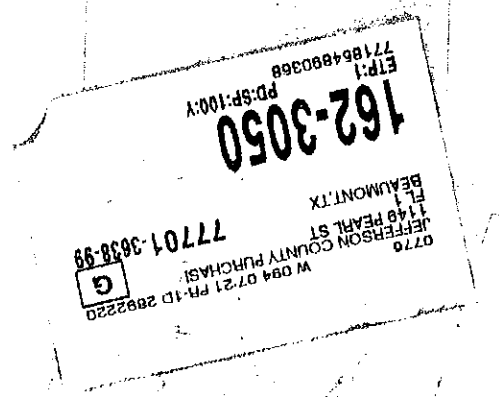
FedEx Ground

J1811180126901uv

TRK# 7718 5489 0368

77701

9622 0019 0 (000 000 0000) 0 00 7718 5489 0368



DEC 4.05
4/14/23 12:

SAM

ENC

IFB 18-003/YS
Term Contract for I
DUE: 4.10.18 @ 11 AM

ACME SUPPLY CO., L

Ex.

Sign In

Glen Cove, NY US **Delivered** BEAUMONT, TX US

Signed for by: TEDWARDS

Travel History

Date/Time	Activity	Location
▪ 4/04/2018 - Wednesday		
4:01 pm	Delivered	Beaumont, TX
7:40 am	On FedEx vehicle for delivery	BEAUMONT, TX
7:21 am	At local FedEx facility	BEAUMONT, TX
3:31 am	Departed FedEx location	CYPRESS, TX
▪ 4/03/2018 - Tuesday		
3:43 am	Departed FedEx location	CYPRESS, TX
▪ 4/02/2018 - Monday		
6:51 pm	Arrived at FedEx location	CYPRESS, TX
7:32 am	In transit	HOUSTON, TX
▪ 4/01/2018 - Sunday		
7:31 pm	In transit	HOUSTON, TX
7:31 am	In transit	HOUSTON, TX
▪ 3/31/2018 - Saturday		
8:41 am	In transit	EUTAW, AL
▪ 3/30/2018 - Friday		
9:25 pm	In transit	GREENEVILLE, TN
9:20 am	Departed FedEx location	KEASBEY, NJ
6:59 am	Arrived at FedEx location	KEASBEY, NJ
▪ 3/29/2018 - Thursday		
8:51 pm	Left FedEx origin facility	BETHPAGE, NY
8:32 pm	Arrived at FedEx location	BETHPAGE, NY
6:47 pm	Picked up	BETHPAGE, NY
▪ 3/28/2018 - Wednesday		
9:40 am	Shipment information sent to FedEx	

Shipment Facts

Tracking Number	771854890368	**Service**	FedEx Ground
Reference	SQ12706	**Weight**	2 lbs / 0.91 kgs
Total pieces	1	**Terms**	Shipper
Packaging	Package	**Standard transit**	4/03/2018

Ask FedEx

Ex.

Sign In

© FedEx 1995-2018

Ask FedEx

ORIGINAL

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

February 26, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm 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 or box. Bidders shall forward an original and three (3) 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 Inmate Clothing and Supplies for Jefferson County**
BID NO:	**IFB 18-003/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, April 10, 2018**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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 – February 28, 2018 & March 7, 2018

IFB 18-003/YS
Term Contract for Inmate Clothing and Supplies for Jefferson County
Bids due: 11:00 AM CDT, Tuesday, April 10, 2018

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

http://www.co.jefferson.tx.us/purchasing/main.htm

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st 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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include 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. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. 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.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

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

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

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

5. Signatures

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

5. County Holidays

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year's

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. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

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

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Currency

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

18. 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.

19. Notice to Proceed/Purchase Order

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

20. 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.

21. Definitions

"County" – Jefferson County, Texas.

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

22. 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 Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and

performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other

obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

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

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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

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

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

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

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

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (l) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (l) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. 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

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

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

5. 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.

6. 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).

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

7. 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.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 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; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **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.

9.1.2 **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.

9.1.3 **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.

9.2 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.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 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.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 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

9.5.2 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.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 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.

9.8 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.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 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.

9.9.2 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.

9.9.3 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.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 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.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 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.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (email: ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 18-003/YS.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate clothing and supplies for use by the Jefferson County Correctional Facility.

Technical Specifications

All garments must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defective stitching, raw edges or loose threads. Garments not properly sewn or without adequate seams and hems will be rejected.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the products as requested.

1. Inmate Coveralls

Coveralls, raglan short sleeves. All seams 3 needle felled. Elastic back with woven heat resistant 1 1/2" elastic, to be sewn with 4 rows of stitching. Coverall shall be jointed at waist both front and back with 3 needle fell seams. There shall be one pocket over the left breast, double stitched and bar tacked. Six snap front to be 24 brass nickel plated guaranteed not to rust. Stainless steel snaps and/or grippers are not acceptable. The crotch shall be 3 needle lock stitched and have 2 bar tacks. The lapel shall extend to the raglan sleeve seam and be bar tacked where collar, lapel and raglan seam meet. Fabric shall be 7 1/2oz twill, 65% polyester/ 35% combed cotton. Fabric shall be industrial laundry finish, maximum shrinkage: 3%. Labels shall be woven polyester, 2 1/2" x 1 1/4", color coded by size. All 3 needle seams shall be cleanly finished and have no raw edges. All thread to be the same color as the garment. Sizes: X-Sm – 15X-L.

"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

Vendor shall supply with the bid a sample coverall in either orange or yellow and a color swatch for the other coverall colors. Samples not will not be returned. If cloth is different for each color coverall, a sample of each coverall shall be required.

Colors: Yellow – with "COUNTY JAIL" in 3" black lettering

Navy Blue – with "COUNTY JAIL" in 3" white lettering

Orange – with "COUNTY JAIL" in 3" white lettering

Red – with "COUNTY JAIL" in 3" white lettering

2. Inmate Jackets (Unlined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.

Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length. **"COUNTY JAIL"** shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

3. Inmate Jackets (Lined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.
Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length.
100% polyester, shrink-resistant blanket lining
"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

4. Deck Shoe with Toecap

Slip on style, upper heavy weight canvas, 11oz or heavier cotton duck.
Elastic twin gore
Insole 6oz cotton sewn in
Extra thick basketball type sole, textured rubber, brown color
Heel 2 ply counter
Protective textured foxing
Sizes: Men 4-15, and Female starting size 6
Packed in cases of 12 or 24
Color: Navy

5. Night Shirt (Female)

Slip-over style, polyester/cotton fabric, industrial grade laundry fabric.
Sizes: Small – 6X. No Color Specified.

6. Mattress

Densified Polycore Mattress, Size: 30" x 75" x 4".
100% polyester densified batting.
No Color Specified.

Mattress to meet or exceed these tests:
State of California Penal Mattress Fire Safety Test – Laboratory report No. SP-80-1
National Bureau of Standards NBSIR77-1290 burn test under actual fire conditions. Standards were established to determine amount of toxic gasses present, amount of smoke present, degrees of temperature, and heat flux, ability of material to support combustion, and fire growth potential (flashover).
California Standard Bulletin 117 – testing the fire resistance of the resilient filling materials by vertical open flame test and horizontal cigarette test (DOC FF4-72).
ASTM D-1692 – rate of burning or extent of burning of cellular plastics using a supported specimen of horizontal screen.
DOC FF4-72 – flammability standard of mattresses.
ASTME-162 – surface flammability of materials using a radiant heat source.
Technical Bulletin 121 – "Flammability Test Procedure for Mattresses for use in High Risk Occupancies", State of California.
Motor Vehicle – MV 302
Aircraft Seating – FAR 25.853

English Flame Law – UK 5852 Ignition Source 2
National Fire Protection Agency - #260 and #261

7. Mattress Covers (12 oz. Staph Check Vinyl Cover)
Heavy Duty 12oz-3ply vinyl that is fire retardant and bacteria resistant. Vinyl to be reinforced with nylon webbing. Vinyl is flame resistant and bacteria resistant. No Color Specified.

Vinyl Cover must meet or exceed these tests:
Antimicrobial to protect the fabric – Test NYS63
Weight, oz. per sq. yd. – ASTM D3776
Flame Resistance – ASTM D6413
Cigarette Ignition – 16 CFR Part 1632
Breaking Strength, lbs. – ASTM D5034
Tear Strength, lbs. – ASTM D751/A
Adhesion (peel) lbs. / 2 inches – ASTM D751/Peel adhesion
Surface Resistivity, OHMS/SQ – AATCC 76
Seam Construction: all seams shall face the inside, except the end seam. Seams should be double needle lock stitched and sewn with a heavy gauge nylon thread to prevent inmate destruction.

8. Mattress Covers (Heavy Weight Twill Cover)
Heavy duty twill (6-8 oz.), color: off-white, to fit like an oversized pillow case (slip on to mattress), size: 30" x 75" x 6" (to fit mattresses 30" x 75" x 4" or 6"), must be able to withstand institutional washing and drying cycles.

9. Inmate Blanket
White color, 100% cotton material, closed weave to prevent snagging and discourage dismantling, size 66" x 90", weight, 3 lbs., per blanket or greater.

10. Inmate Bath Towel
White color, 100% cotton material, dense-looped terry, size 20" x 40", weight 5.5 lbs., per dozen.

11. Laundry Bag
White color, 100% knitted polyester material, withstands bleach, size 18" x 30", pull lock (with draw string) – closure style.

12. Laundry Bag (nets)
White color, 100% polyester mesh (with holes to allow for air and water exchange), size 18" x 24", tie-cord closure, with cloth ID tag.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items

specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County

Bidder's Company/Business Name: Bob Barker Company, Inc.

Bidder's TAX ID Number: 56-1558062

Contact Person: Ryan Wilkie **Title:** Contract Specialist

Phone Number (with area code): 800-334-9880

Alternate Phone Number if available (with area code): (919) 346-2172

Fax Number (with area code): 800-322-7537

Email Address: RyanWilkie@BobBarker.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

134 N. Main St.
Address
Fuquay Varina, NC 27526
City, State, Zip Code

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): N/A, _____, _____, _____.

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

Bob Barker Company, Inc.
Company Name

134 N. Main St.
Address

Fuquay Varina | NC | 27526
City | State | Zip

Ryan Wilkie
Signature of Person Authorized to Sign

Ryan Wilkie
Printed Name

Contract Specialist
Title

For clarification of this offer, contact:

Ryan Wilkie
Name

800-334-9880 | 800-322-7537
Phone | Fax

RyanWilkie@BobBarker.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies. 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

Item	Unit	Description	Size	Unit Price				
				Yellow	Navy Blue	Orange	Red	
1	Each	Inmate Coveralls (Average Annual Order: 500-1000 of each color)	X-Sm	$ 11.98	$ 11.98	$ 11.98	$ 11.98	★
			Small	$	$	$	$	
			Med	$	$	$	$	
			Large	$	$	$	$	
			X-L	$	$	$	$	
			1X-L	$	$	$	$	
			2X-L	$ 12.98	$ 12.98	$ 12.98	$ 12.98	
			3X-L	$	$	$	$	
			4X-L	$	$	$	$	
			5X-L	$ 13.98	$ 13.98	$ 13.98	$ 13.98	
			6X-L	$	$	$	$	
			7X-L	$ 15.98	$ 15.98	$ 15.98	$ 15.98	
			8X-L	$	$	$	$	
			9X-L	$ 16.98	$ 16.98	$ 16.98	$ 16.98	
			10X-L	$	$	$	$	
			11X-L	$ 17.98	$ 17.98	$ 17.98	$ 17.98	★
			12X-L	$	$	$	$	★
			13X-L	$ 18.98	$ 18.98	$ 18.98	$ 18.98	★
			14X-L	$ 19.98	$ 19.98	$ 19.98	$ 19.98	★
			15X-L	$	$	$	$	★

★ - 10 - 12 week lead time for special order sizes

RW

Item	Unit	Description	Size	Unit Price
2	Each	Inmate Jackets (unlined)	X-Sm	$ 8.88 ★
			Small	$ 8.88 ★
			Med	$ ★
			Large	$ ★
			X-L	$ 9.88 ★
			1X-L	$ ★
			2X-L	$ ★
			3X-L	$ ★
			4X-L	$ 10.88 ★
			5X-L	$ ★
			6X-L	$ ★

Item	Unit	Description	Size	Unit Price
3	Each	Inmate Jackets (lined)	X-Sm	$ 17.88
			Small	$
			Med	$
			Large	$
			X-L	$
			1X-L	$
			2X-L	$
			3X-L	$
			4X-L	$
			5X-L	$ 19.88
			6X-L	$

★- 10-12 week lead time for special order items

Item	Unit	Description	Color	Size	Unit Price
4	Pair	Deck Shoe with Toecap	Navy Blue	5	$ 5.05
			Navy Blue	6	$
			Navy Blue	7	$
			Navy Blue	8	$
			Navy Blue	9	$
			Navy Blue	10	$
			Navy Blue	11	$
			Navy Blue	12	$
			Navy Blue	13	$
			Navy Blue	14	$
			Navy Blue	15	$

Item	Unit	Description	Size	Unit Price
5	Each	Night Shirt – Female. No Color Specified. (Average Annual Order: 100)	Small	$ 4.88
			Medium	$
			Large	$
			1X	$
			2X	$
			3X	$ 5.38
			4X	$
			5X	$
			6X	$

Item	Unit	Description	Color	Size	Unit Price
6	Each	Mattress (Average Annual Order: 300)	No Color Specified	30"x75"x4"	$ 33.98
7	Each	Mattress Cover (Average Annual Order: 300-500)	No Color Specified	30"x75"x4"	$ 12.22
8	Each	Mattress Cover Heavy Weight Twill	Off White	30" x 75" x 6"	$ 5.99 1A
9	Each	Inmate Blanket (Average Annual Order: 500-1000)	White	66"x90"	$ 7.80
10	Doz.	Inmate Bath Towel (Average Annual Order: 100-200 doz.)	White	30"x40"	$ 17.98
11	Each	Laundry Bag (Average Annual Order: 500)	White	18"x30"	$ NO BID
12	Each	Laundry Bag (mesh)	White	18" x 24"	$ 1.32 (RW) 2A

1A-Sold by the dozen only - Dozen price is $71.88
2A-Sold by the dozen only - Dozen price is $15.84

Acknowledgment of Addenda (if any):

Addendum 1 N/A Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Wake County Sheriff's Department

Address: PO Box 550, Raleigh, NC 27602

Contact Person and Title: Kim Hake - Purchasing

Phone: (919)856-5662 Fax: N/A

Email Address: Kimberly.Hake@wakegov.com Contract Period: N/A

Scope of Work: Over 30 years of service to this facility for uniforms, clothing, linens, etc.

REFERENCE TWO

Government/Company Name: North Carolina Department of Corrections

Address: 200 Leagon Drive, Raleigh, NC 27603

Contact Person and Title: Pam Ward - Purchasing

Phone: (919)662-4367 Fax: N/A

Email Address: Pam.Ward@doc.nc.us Contract Period: N/A

Scope of Work: Over 30 years of service to this facility for uniforms, clothing, linens, etc.

REFERENCE THREE

Government/Company Name: Allegheny County Jail

Address: 950 2nd Ave., Pittsburgh, PA 15219

Contact Person and Title: Andrea Moore - Sergeant

Phone: (412)350-2021 Fax: N/A

Email Address: Andrea.Moore@alleghenycounty.us Contract Period: N/A

Scope of Work: Over 20 years of service to this facility for uniforms, clothing, linens, etc.

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Bob Barker Company, Inc. Bidder (Entity Name)	Ryan Wilkie Signature
134 N. Main St. Street & Mailing Address	Ryan Wilkie Print Name
Fuquay Varina, NC 27526 City, State & Zip	4/6/18 Date Signed
800-334-9880 Telephone Number	800-322-7537 Fax Number
RyanWilkie@BobBarker.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

NOT APPLICABLE

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

NOT APPLICABLE

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

NOT APPLICABLE

Signature of vendor doing business with the governmental entity — Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

NOT APPLICABLE

2 **Office Held**

NOT APPLICABLE

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

NOT APPLICABLE

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

NOT APPLICABLE

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Ryan Wilkie
Printed Name of Authorized Representative

Ryan Wilkie
Signature

Contract Specialist
Title

4/6/18
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: Bob Barker Company, Inc. HUB: ☐ Yes ☑ No

HUB Status (Gender & Ethnicity): N/A

Address: 134 N. Main St., Fuquay Varina, NC 27526
Street City State Zip

Phone (with area code): (919)346-2172 Fax (with area code): 800-322-7537

Project Title & No.: N/A IFB/RFP No.: IFB 18-003/YS

Total Contract: $ N/A Total HUB Subcontract(s): $ N/A

Construction HUB Goals: 12.8% MBE:: N/A % 12.6% WBE: N/A %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Ryan Wilkie

Title: Contract Specialist

Signature: Ryan Wilkie

Date: 4/6/18

E-mail address: RyanWilkie@BobBarker.com

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

Name (print or type): Finance Department

Title: Finance

Date: 4/6/18

E-mail address: Finance@BobBarker.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

☒ I certify that Bob Barker Company, Inc. [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Fuquay Varina, North Carolina (city and state).

Taxpayer Identification Number (T.I.N.):	56-1558062
Company Name submitting bid/proposal:	Bob Barker Company, Inc.
Mailing address:	134 N. Main St, Fuquay Varina, NC 27526
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 North Carolina COUNTY OF Wake

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

on this day personally appeared Ryan Wilkie (name), who

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

"I, Ryan Wilkie (name) am a duly authorized officer of/agent

for Bob Barker Company, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Bob Barker Company, Inc. (name of firm).

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

Name and address of bidder: Bob Barker Company, Inc.

134 N. Main St., Fuquay Varina, NC 27526

Fax: 800-322-7537 Telephone# 800-334-9880

by: Ryan Wilkie (print name) Title: Contract Specialist

Signature: Ryan Wilkie

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

this the 10th day of April, 2018.

My Commission Expires 6-12-2021.

Talia Colon-Rosario
Notary Public in and for
the State of NC

TALIA COLON-ROSARIO NOTARY PUBLIC HARNETT COUNTY, NC

Bidder Shall Return Completed Form with Offer.

Bob Barker
America's Leading Detention Supplier

April 6th, 2018

Jefferson County

Inmate Clothing & Supplies

IFB 18-003/YS

Due Date: 4/10/18 – 11AM CDT

Attn: Yea-Mei Sauer

In regard to IFB 18-003/YS, Bob Barker Company will not be utilizing a HUB vendor for this work, if awarded. Bob Barker Company works with HUB vendors across the country when sourcing certain products for our customers. Due to the nature of the items requested on this solicitation, there was not a need for utilizing these vendors, as Bob Barker Company manufacturers these items in-house. We did not find it in the best interest of Jefferson County to utilize these HUB vendors for this opportunity. Please reach out with any questions that you may have about this. Thank you for this opportunity and we look forward to working together in the future.

Ryan Wilkie

Contract Specialist

Bob Barker Company, Inc.

134 N. Main St.

Fuquay Varina, NC 27526

(919) 346-2172

RyanWilkie@BobBarker.com

Industrial Jumpsuits

Fabric:	7 ½ oz Twill 65% Polyester, 35% Cotton, Ironclad Industrial laundry grade fabric.
Dye:	Fabric dye is chlorine resistant and meets ASTM Wash Fastness Standard of 4 on a 0-5 scale for shade and stain.
Elastic:	26 gauge, heavy duty elastic with 140% stretch. Withstands temperature of 260 degrees F for four hours and is guaranteed to maintain serviceable for the life of the garment. Elastic back with spun yarn woven 1 ¼" 26 gauge elastic.
Stitching:	All parts are joined with 3-needle felled seams. All hems are 1/2" wide, double folded and are finished with overlapping circular stitching to a tolerance of plus or minus 1/8".
Labels:	1 5/8" x 2 1/2" woven fabric labels indicate care instructions, fabric content and are color coded for size for easy distribution and identification.
Thread:	Tex Size T-40, D-Core or equivalent thread is used on all interior and exterior seams and is color matched to the garment.
Construction:	One breast pocket double needle stitched and bartacked, 6 solid brass, nickel-plated snaps, Hemmed sleeves and bottoms. Raglan Short Sleeves, Crotch to be 3 needle stitched and have 2 bartacks.
Sizing:	Small thru 10xl.
Colors:	Orange, Navy, White, Green, Red, Khaki, Yellow, Wine, Hot Pink, Lime Green, Gray, Brown

Bob Barker Company, Inc.
PO Box 429
Fuquay Varina, NC 27526

www.bobbarker.com

PH: 1-800-334-9880
FAX: 1-800-322-7537

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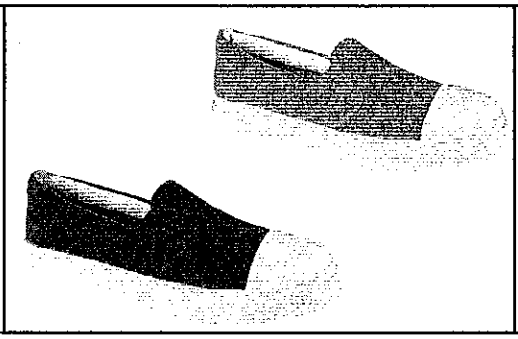
Blanket Lined Work Coat

Style: 652-OR

Specifications

Item	Specification
STYLE#	652-OR
FABRIC	65% Poly / 35% Cotton denim, 7.5 oz, 100% Polyester shrink resistant blanket lining.
STITCHING	5 Thread serger stitching, 12 stitches per inch
CONSTRUCTION	1" Hem bottom, 2 1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collars make for durable and practical work wear. Hip Length.
SIZE	3840=Medium, 4244=L, 4648=XL, 5052=2XL, 5456=3XL, 5860=4XL, 6668=6XL
COLOR	Orange
CARE	Machine Washable
PACKAGING	6 each per master carton
SELLING UNIT	Each
FIRE RESISTANT	No

BobBarker®
P.O. Box 429
Fuquay-Varina, NC
27526
PH: 1-800-334-9880
Fax: 1-800-322-7537
www.bobbarker.com



Heavy-Duty Canvas Step-Ins with Toe Cap

355

Product Specifications

Item Number:	355(Color)-(Size)
Description:	Heavy-Duty Canvas Step-Ins with Toe Cap
Color:	Navy (NV), Orange (OR)
Upper Stock:	100% Cotton Duck canvas
Insole:	Fully cushioned sponge rubber with Duck lining
Outsole:	White color Non-skid / Non-marking outsole
Construction:	PVC Injected Mold
Sizes:	Whole sizes 5-16, half sizes 5 1/2-11 1/2
Packaging:	12 pairs per master carton- same size, same color

Bob Barker®
P.O. Box 429
Fuquay-Varina, NC 27526

PH: 1-800-334-9880
Fax: 1-800-322-7537
www.bobbarker.com



Ash Gray Regular Size Nightshirt

Style: NWNGR

Specifications

Item	Specification
STYLE #	NWNGR
FABRIC	50% Cotton/ 50% Polyester
FABRIC WEIGHT	5.4 oz per square yard
SIZE	26 x 45 Regular Size (fits S—2XL)
CONSTRUCTION	First quality pullover short sleeve crewneck nightshirt.
WASHING	Machine wash warm, tumble dry low. Do not Bleach.
COLOR	Ash Gray
PACKAGING	1 ea, 48 each per master carton

BobBarker®
P.O. Box 429
Fuquay-Varina, NC 27526

PH: 1-800-334-9880
Fax: 1-800-322-7537
www.bobbarker.com



Ash Gray Plus Size Nightshirt

Style: NWNGP

Specifications

Item	Specification
STYLE #	NWNGP
FABRIC	50% Cotton/ 50% Polyester
FABRIC WEIGHT	5.4 oz per square yard
SIZE	30 x 45 Plus Size (fits 3XL - 6XL)
CONSTRUCTION	First quality pullover short sleeve crewneck nightshirt.
WASHING	Machine wash warm, tumble dry low. Do not Bleach.
COLOR	Ash Gray
PACKAGING	1 ea, 48 each per master carton

Bob Barker®
P.O. Box 429
Fuquay-Varina, NC 27526
PH: 1-800-334-9880
Fax: 1-800-322-7537
www.bobbarker.com

Flame-Chek® Polyester Mattress

Item #: PJM30754

General Specs

- **General Description:** Flame-Chek® Mattress, 4 inch thickness, has ample firmness as well as adequate suppleness to provide superior comfort.
- **Color:** Dark Green- Permanent, non-fading, non-bleeding
- **Size:** 30" W x 75" L x 4" H
- **Weight:** 10 lbs.
- **Stitching:** Double-needle, lock-stitch-sewn seams that won't unravel
- **Cleansing:** Safe to clean with neutral suds and warm water.
- **Flammability:** Cover and Batting meet or exceed flame resistance standards including DOC Federal Flammability (FF-4-72) and California Technical Bulletin 106, 121, 129.
- **Durability:** Resistant to delaminating from flexing action.
- **Stitching:** Sewn with double locking stitch.
- **Thread:** 100% bonded nylon for added strength and durability
- **Construction:** Constructed with a single piece of vinyl. Two sides are closed with a double-needle locking-stitch. The open is closed with two rows of single-needle locking-stitch.

Core Specs

- **Material:** 100% Polyester Pad
- **Density:** 7.12 lbs per square foot
- **General Description:** Made of thermally bonded polyester fiber. No chemicals or additional ingredients are added during the processing of this product.
- **Composition:** A unique mixture of polyester fibers, low melt fibers, and virgin fibers to give great resilience.

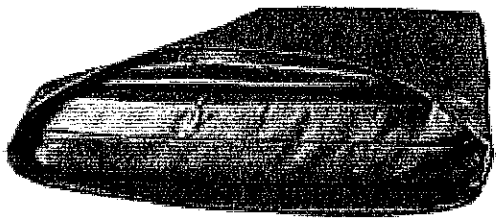
Cover Specs

- **General Description:** PVC Vinyl with non-cracking properties. Envelope style cover.
- **Color:** Sherwood Green
- **Material:** Vinyl
- **Thickness:** 17 - 20 mil
- **Weight:** 12 oz. per sq yard
- **Flammability:** Flame Resistant, Passes Cigarette Ignition Std. Passes NFPA-701 Large Scale.
- **Strength:** 3-ply vinyl-laminate cover (two layers of vinyl bonded to a tough synthetic scrim)
- **Water Resistant:** Constructed with non-penetrable surfaces. Liquid, body waste and hospital medications cannot penetrate.
- **Tear Strength:** Excellent tear strength, Punctures will not produce running rips.
  - Warp* – 124 lbs.
  - Fill** – 99 lbs.
- **Breaking Strength:** Construction designed for ticking fabrics (vinyl fabrics).
  - Warp* – 236 lbs./in.
  - Fill** – 219 lbs. /in.
    - *Warp is the scrim running length of the fabric.
    - **Fill is the scrim running the width of the fabric.

BobBarker

Bid Department: 1-800-235-8586
or FAX 1-888-866-3331

Vinyl Mattress Covers



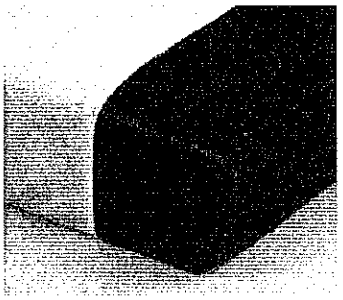
Flame-Resistant Vinyl Mattress Covers add an extra measure of safety and security

These heavy-duty vinyl laminate covers protect your mattresses, and are easy to clean. The 3-ply vinyl cover is manufactured from two layers of vinyl bonded to a tough synthetic scrim. The open-end cover slips over the mattress like a pillowcase, for quick slip-on and removal. The hem is 1/2" wide, and all seams are double-needle-sewn for maximum durability. Covers are flame-resistant, and waterproof. Covers wipe clean with soap and water, or properly diluted disinfectant - do not launder.

Item Number	Description
VMC25306	Vinyl Mattress Covers, Dark Green 25" or 30" x 75" x 6"
VMC25724	Vinyl Mattress Covers, Dark Green 25" x 75" x 4"
VMC30724	Vinyl Mattress Covers, Dark Green 30" x 75" x 4"
VMC36754	Vinyl Mattress Covers, Dark Green 36" x 75" x 4"
VMC36806BL	Vinyl Mattress Covers, Navy 36" x 75" or 80" x 6"

BobBarker®
P.O. Box 429
Fuquay-Varina, NC 27526

PH: 1-800-334-9880
Fax: 1-800-322-7537
www.bobbarker.com



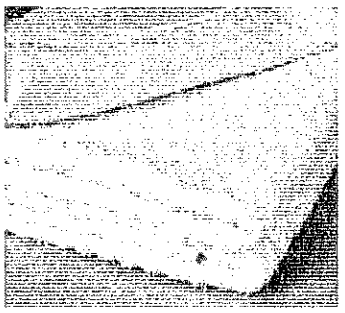
25&30 x75x6 White Mattress Cover

Style: HMC25306WH

Item	Specification
DESCRPTION	Cloth mattress cover made with heavy duty cotton poly twill fabric. Closed on 3 sides. "Antimicrobial"
STYLE #	HMC25306WH
MATERIAL	55% cotton/ 45% polyester
SIZE	30"W x 79"L x 6"H (fits 25" & 30"x75x6 mattress)
CONSTRUCTION	Sewn with safety stitch construction—top opening is serged
STITCHING	5-needle true safety stitch
THREAD	High quality, heavy duty cotton wrapped polyester thread
WEIGHT	21 lbs / dz
COLOR	White
FABRIC WEIGHT	7.0 or more ounces per square yard
WASHING	Machine Washable & Dryable. Machine wash in hot water and tumble dry
PACKAGING	1 dozen/Master Carton
SELLING UNIT	Dozen

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P.O. Box 429
Fuquay-Varina, NC 27526

PH: 1-800-334-9880
Fax: 1-800-322-7537
www.bobbarker.com



66"x90" White Snag Free Thermal Blanket

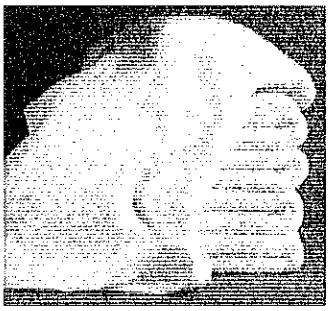
Style: BLSFW

Specifications

Item	Specification
DESCRPTION	Loom woven 100% cotton snag free thermal white blanket.
STYLE #	BLSFW
MATERIAL	100% Cotton
SIZE	66 x 90
CONSTRUCTION	Loom woven 100% cotton blanket with 1/2" - 3/4" hem on all four sides and 6" band around the blanket with a weave pattern inside the band.
WEIGHT	2.50 lbs / ea
COLOR	White
PACKAGING	20 each per master carton
SELLING UNIT	Each
FIRE RESISTANT	No

Bob Barker®
P.O. Box 429
Fuquay-Varina, NC 27526

PH: 1-800-334-9880
Fax: 1-800-322-7537
www.bobbarker.com



20"x 40" White Regular-Grade Institutional Towel

Style: 41400

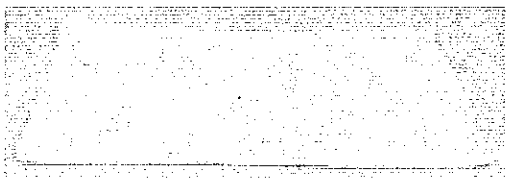
Specifications

Item	Specification
DESCRPTION	Regular Grade Institutional cotton dense-looped terry towel.
STYLE #	41400
MATERIAL	100% Cotton Dense-Looped Terry
CONSTRUCTION	All sides are hemmed.
SIZE	20" x 40"
COLOR	White
THREAD	16/s
WEIGHT	5.5 lb per dozen
PACKAGING	Towels are shipped machine compressed. 25 Dozen per Master Carton
SELLING UNIT	Dozen

BobBarker

Bid Department: 1-800-235-8586
or FAX 1-888-866-3331

Tie-Cord Laundry Nets



Collect laundry, wash it and dry it....all in the same net!

- Our open mesh weave allows for maximum air and water exchange so your laundry washes and dries quickly and thoroughly.
- See-through for easy identification of contents.
- Constructed of 100% polyester with heavy-duty 3 cord over-lock stitching for long life under extreme conditions.
- 100% polyester won't quickly break down from exposure to detergents or shrivel up in the dryer like other types of mesh nets can.
- Non-absorbent 100% polyester resists mildew.
- Sewn-in cloth ID tags simplify the distribution of clean laundry.
- 100% polyester sewn-on tie cords. Thread the cords through the mesh several times and tie securely.
- Replacement cords are available.
- Complimentary ID tags may be torn off if not needed. Tags will not withstand heat in excess of 180°.
- Color: White
- Other colors and sizes available through special order

Information on sizing

- Both 15" x 20" and 18" x 24" laundry nets are small, personal-size nets. 15" x 20" nets can hold approximately one change of light clothing. 18" x 24" nets can hold approximately one change of light clothing plus a towel and washcloth.
- Both 24" x 30" and 24" x 36" laundry nets are over-sized to accommodate large loads. 24" x 30" can hold several changes of clothing plus several towels and washcloths. 24" x 36" laundry nets can hold several articles of bedding such as blankets or bedspreads. Both commercial-size laundry nets are too large or use in residential-style washing machines and dryers.

Sold By The Dozen

Item Number	Description
E1520	Tie-Cord Laundry Nets 15" x 20"
E1824	Tie-Cord Laundry Nets 18" x 24"
E2430	Tie-Cord Laundry Nets 24" x 30"
E2436	Tie-Cord Laundry Nets 24" x 36"

120

FedEx Express

earthsmart
FedEx carbon-neutral envelope shipping

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ST 13 10:30 8776
04.09

ORIGIN ID:SOPA (919) 346-2172
RYAN WILKIE
BOB BARKER COMPANY
134 N MAIN

FUQUAY VARINA, NC 27526
UNITED STATES US

SHIP DATE: 06APR18
ACTWGT: 0.50 LB
CAD: 110640779/INET3980

BILL SENDER

TO ATTN: YEA-MEI SAUER
JEFFERSON COUNTY PURCHASING DEPT.
1149 PEARL ST.
1ST FLOOR
BEAUMONT TX 77701
(409) 835-8593 REF:
INV:
PO: DEPT:

MON - 09 APR 10
PRIORITY OVERNI

TRK# 0201 7719 3680 8776

77

XH BPTA

TX-US

Bob Barker Company Sealed Bid
134 N. Main St. Fuquay-Varina, NC 27526 - 800.334.9880

Bid Opens: 11AM on 4/10/2018

Bid Title: Inmate Clothing & Supplies

Bid Number: LEIB 18-003/YS

Attn: Yea-Mei Sauer

Samples: ☐Enclosed ☑Under Separate Cover ☐None

SEALED BID!!!
DO NOT OPEN!

RECEIVED
2018 APR 09 AM 9:15



ORIGIN ID:SOPA (919) 346-2172
RYAN WILKIE
BOB BARKER COMPANY
134 N MAIN

FUQUAY VARINA, NC 27526
UNITED STATES US

SHIP DATE: 06APR18
ACTWGT: 6.00 LB
CAD: 110640779/INET3980

BILL SENDER

TO ATTN: YEA-MEI SAUER
JEFFERSON COUNTY PURCHASING DEPT.
1149 PEARL ST.
1ST FLOOR
BEAUMONT TX 77701
(409) 835-8593 REF:
INV
PO DEPT:

552J191322/DCA5

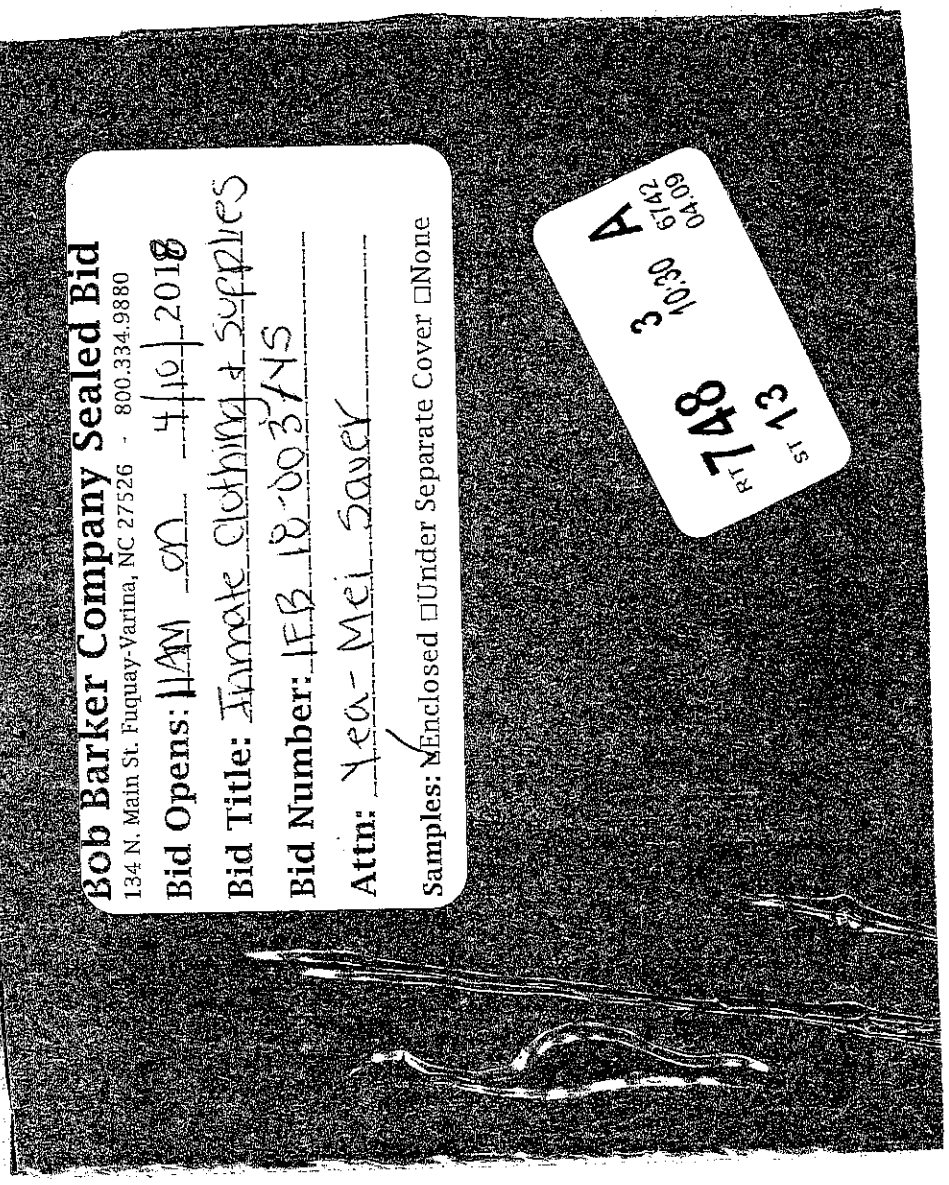
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PRIORITY OVERNIGHT

TRK# 0201 7719 3682 6742

77701
IAH
TX-US

XH BPTA



Bob Barker Company Sealed Bid
134 N. Main St. Fuquay-Varina, NC 27526 - 800.334.9880

Bid Opens: 11AM on 4/10/2018

Bid Title: Inmate Clothing & Supplies

Bid Number: IFB 18-093YS

Attn: Yea-Mei Sauer

Samples: ☑Enclosed ☐Under Separate Cover ☐None

RT 1 St 748 A 04.09 6742 10:30 3

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

February 26, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm 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 or box. Bidders shall forward an original and three (3) 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 Inmate Clothing and Supplies for Jefferson County**
BID NO:	**IFB 18-003/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, April 10, 2018**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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 – February 28, 2018 & March 7, 2018

IFB 18-003/YS
Term Contract for Inmate Clothing and Supplies for Jefferson County
Bids due: 11:00 AM CDT, Tuesday, April 10, 2018

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

http://www.co.jefferson.tx.us/purchasing/main.htm

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st 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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include 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. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. 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.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

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

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

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

5. Signatures

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

5. County Holidays

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year's

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. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

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

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Currency

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

18. 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.

19. Notice to Proceed/Purchase Order

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

20. 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.

21. Definitions

"County" – Jefferson County, Texas.

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

22. 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 Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and

performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other

obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

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

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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

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

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

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

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

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. 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

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

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

5. 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.

6. 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).

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

7. 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.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 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; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **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.

9.1.2 **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.

9.1.3 **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.

9.2 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.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 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.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 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

9.5.2 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.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 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.

9.8 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.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 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.

9.9.2 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.

9.9.3 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.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 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.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 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.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (email: ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 18-003/YS.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate clothing and supplies for use by the Jefferson County Correctional Facility.

Technical Specifications

All garments must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defective stitching, raw edges or loose threads. Garments not properly sewn or without adequate seams and hems will be rejected.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the products as requested.

1. Inmate Coveralls

Coveralls, raglan short sleeves. All seams 3 needle felled. Elastic back with woven heat resistant 1 1/2" elastic, to be sewn with 4 rows of stitching. Coverall shall be jointed at waist both front and back with 3 needle fell seams. There shall be one pocket over the left breast, double stitched and bar tacked. Six snap front to be 24 brass nickel plated guaranteed not to rust. Stainless steel snaps and/or grippers are not acceptable. The crotch shall be 3 needle lock stitched and have 2 bar tacks. The lapel shall extend to the raglan sleeve seam and be bar tacked where collar, lapel and raglan seam meet. Fabric shall be 7 1/2oz twill, 65% polyester/ 35% combed cotton. Fabric shall be industrial laundry finish, maximum shrinkage: 3%. Labels shall be woven polyester, 2 1/2" x 1 1/4", color coded by size. All 3 needle seams shall be cleanly finished and have no raw edges. All thread to be the same color as the garment. Sizes: X-Sm – 15X-L.

"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

Vendor shall supply with the bid a sample coverall in either orange or yellow and a color swatch for the other coverall colors. Samples not will not be returned. If cloth is different for each color coverall, a sample of each coverall shall be required.

Colors: Yellow – with "COUNTY JAIL" in 3" black lettering

Navy Blue – with "COUNTY JAIL" in 3" white lettering

Orange – with "COUNTY JAIL" in 3" white lettering

Red – with "COUNTY JAIL" in 3" white lettering

2. Inmate Jackets (Unlined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.

Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length. **"COUNTY JAIL"** shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

3. Inmate Jackets (Lined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.
Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length.
100% polyester, shrink-resistant blanket lining
"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

4. Deck Shoe with Toecap

Slip on style, upper heavy weight canvas, 11oz or heavier cotton duck.
Elastic twin gore
Insole 6oz cotton sewn in
Extra thick basketball type sole, textured rubber, brown color
Heel 2 ply counter
Protective textured foxing
Sizes: Men 4-15, and Female starting size 6
Packed in cases of 12 or 24
Color: Navy

5. Night Shirt (Female)

Slip-over style, polyester/cotton fabric, industrial grade laundry fabric.
Sizes: Small – 6X. No Color Specified.

6. Mattress

Densified Polycore Mattress, Size: 30" x 75" x 4".
100% polyester densified batting.
No Color Specified.

Mattress to meet or exceed these tests:
State of California Penal Mattress Fire Safety Test – Laboratory report No. SP-80-1
National Bureau of Standards NBSIR77-1290 burn test under actual fire conditions. Standards were established to determine amount of toxic gasses present, amount of smoke present, degrees of temperature, and heat flux, ability of material to support combustion, and fire growth potential (flashover).
California Standard Bulletin 117 – testing the fire resistance of the resilient filling materials by vertical open flame test and horizontal cigarette test (DOC FF4-72).
ASTM D-1692 – rate of burning or extent of burning of cellular plastics using a supported specimen of horizontal screen.
DOC FF4-72 – flammability standard of mattresses.
ASTME-162 – surface flammability of materials using a radiant heat source.
Technical Bulletin 121 – "Flammability Test Procedure for Mattresses for use in High Risk Occupancies", State of California.
Motor Vehicle – MV 302
Aircraft Seating – FAR 25.853

English Flame Law – UK 5852 Ignition Source 2
National Fire Protection Agency - #260 and #261

7. Mattress Covers (12 oz. Staph Check Vinyl Cover)

Heavy Duty 12oz-3ply vinyl that is fire retardant and bacteria resistant. Vinyl to be reinforced with nylon webbing. Vinyl is flame resistant and bacteria resistant. No Color Specified.

Vinyl Cover must meet or exceed these tests:
Antimicrobial to protect the fabric – Test NYS63
Weight, oz. per sq. yd. – ASTM D3776
Flame Resistance – ASTM D6413
Cigarette Ignition – 16 CFR Part 1632
Breaking Strength, lbs. – ASTM D5034
Tear Strength, lbs. – ASTM D751/A
Adhesion (peel) lbs. / 2 inches – ASTM D751/Peel adhesion
Surface Resistivity, OHMS/SQ – AATCC 76
Seam Construction: all seams shall face the inside, except the end seam. Seams should be double needle lock stitched and sewn with a heavy gauge nylon thread to prevent inmate destruction.

8. Mattress Covers (Heavy Weight Twill Cover)

Heavy duty twill (6-8 oz.), color: off-white, to fit like an oversized pillow case (slip on to mattress), size: 30" x 75" x 6" (to fit mattresses 30" x 75" x 4" or 6"), must be able to withstand institutional washing and drying cycles.

9. Inmate Blanket

White color, 100% cotton material, closed weave to prevent snagging and discourage dismantling, size 66" x 90", weight, 3 lbs., per blanket or greater.

10. Inmate Bath Towel

White color, 100% cotton material, dense-looped terry, size 20" x 40", weight 5.5 lbs., per dozen.

11. Laundry Bag

White color, 100% knitted polyester material, withstands bleach, size 18" x 30", pull lock (with draw string) – closure style.

12. Laundry Bag (nets)

White color, 100% polyester mesh (with holes to allow for air and water exchange), size 18" x 24", tie-cord closure, with cloth ID tag.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items

specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County

Bidder's Company/Business Name: CHARM-TEX

Bidder's TAX ID Number: 11-2582405

Contact Person: Stan Danzger **Title:** VP of Sales

Phone Number (with area code): 718-252-8100

Alternate Phone Number if available (with area code): 800-221-3147

Fax Number (with area code): 718-258-8303

Email Address: Stan@charm-tex.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

Address

City, State, Zip Code

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): 0, _____, _____, _____.

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

Charm-Tex
Company Name

1028 Coney Island Ave.
Address

Brooklyn NY 11230
City State Zip

Signature of Person Authorized to Sign

Stan Danzger
Printed Name

VP of Sales
Title

For clarification of this offer, contact:

Stan Danzger
Name

718-252-8100 718-258-8303
Phone Fax

stan@charm-tex.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies. 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.

CHARM-TEX
1618 Coney Island Ave
Brooklyn, NY 11230
Phone (718) 252-8100
WWW CHARM-TEX COM

Bid Form

Item	Unit	Description	Size	Unit Price			
				Yellow	Navy Blue	Orange	Red
1	Each	Inmate Coveralls (Average Annual Order: 500-1000 of each color)	X-Sm	$ 12.90	$ 12.90	$ 12.90	$ 12.90
			Small	$ 12.90	$ 12.90	$ 12.90	$ 12.90
			Med	$ 12.90	$ 12.90	$ 12.90	$ 12.90
			Large	$ 12.90	$ 12.90	$ 12.90	$ 12.90
			X-L	$ 12.90	$ 12.90	$ 12.90	$ 12.90
			1X-L	$ 12.90	$ 12.90	$ 12.90	$ 12.90
			2X-L	$ 12.90	$ 12.90	$ 12.90	$ 12.90
			3X-L	$ 13.54	$ 13.54	$ 13.54	$ 13.54
			4X-L	$ 13.90	$ 13.90	$ 13.90	$ 13.90
			5X-L	$ 14.54	$ 14.54	$ 14.54	$ 14.54
			6X-L	$ 14.90	$ 14.90	$ 14.90	$ 14.90
			7X-L	$ 15.90	$ 15.90	$ 15.90	$ 15.90
			8X-L	$ 15.90	$ 15.90	$ 15.90	$ 15.90
			9X-L	$ 15.90	$ 15.90	$ 15.90	$ 15.90
			10X-L	$ 16.90	$ 16.90	$ 16.90	$ 16.90
			11X-L	$ 17.90	$ 17.90	$ 17.90	$ 17.90
			12X-L	$ 18.90	$ 18.90	$ 18.90	$ 18.90
			13X-L	$ 19.90	$ 19.90	$ 19.90	$ 19.90
			14X-L	$ 20.90	$ 20.90	$ 20.90	$ 20.90
			15X-L	$ 21.90	$ 21.90	$ 21.90	$ 21.90

CHARM-TEX
1618 Coney Island Ave
Brooklyn, NY 11230
Phone (718) 252-8100
WWW CHARM-TEX COM

Item	Unit	Description	Size	Unit Price
2	Each	Inmate Jackets (unlined)	X-Sm	$ 14.36
			Small	$ 14.36
			Med	$ 14.36
			Large	$ 14.90
			X-L	$ 14.90
			1X-L	$ 14.90
		Lined	2X-L	$ 15.18
			3X-L	$ 15.54
			4X-L	$ 16.54
			5X-L	$ 17.54
			6X-L	$ 18.90

Item	Unit	Description	Size	Unit Price
3	Each	Inmate Jackets (lined)	X-Sm	$ 14.36
			Small	$ 14.36
			Med	$ 14.36
			Large	$ 14.90
			X-L	$ 14.90
			1X-L	$ 14.90
			2X-L	$ 15.18
			3X-L	$ 15.54
			4X-L	$ 16.54
			5X-L	$ 17.54
			6X-L	$ 18.90

CHARM-TEX
1618 Coney Island Ave
Brooklyn, NY 11230
Phone (718) 252-8100
WWW CHARM-TEX COM

Item	Unit	Description	Color	Size	Unit Price
4	Pair	Deck Shoe with Toecap	Navy Blue	5	$ 4.26
			Navy Blue	6	$ 4.26
			Navy Blue	7	$ 4.26
			Navy Blue	8	$ 4.26
			Navy Blue	9	$ 4.26
			Navy Blue	10	$ 4.26
			Navy Blue	11	$ 4.26
			Navy Blue	12	$ 4.26
			Navy Blue	13	$ 4.26
			Navy Blue	14	$ 4.26
			Navy Blue	15	$ 4.26

Item	Unit	Description	Size	Unit Price
5	Each	Night Shirt – Female. No Color Specified. (Average Annual Order: 100)	Small	$ N/B
			Medium	$
			Large	$
			1X	$
			2X	$
			3X	$
			4X	$
			5X	$
			6X	$ N/B

Item	Unit	Description	Color	Size	Unit Price
6	Each	Mattress (Average Annual Order: 300)	No Color Specified	30"x75"x4"	$ 34.36
7	Each	Mattress Cover (Average Annual Order: 300-500)	No Color Specified	30"x75"x4"	$ 9.84
8	Each	Mattress Cover Heavy Weight Twill	Off White	30" x 75" x 6"	5.18
9	Each	Inmate Blanket (Average Annual Order: 500-1000)	White	66"x90"	$ 5.90
10	Doz.	Inmate Bath Towel (Average Annual Order: 100-200 doz.)	White	~~30"x40"~~ 20" X 40"	$ 10.90
11	Each	Laundry Bag (Average Annual Order: 500) Net Mesh	White	18"x30"	$ 1.90
12	Each	Laundry Bag (mesh)	White	18" x 24"	1.72

Acknowledgment of Addenda (if any):

Addendum 1 __0__ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

CHARM-TEX
1618 Coney Island Ave
Brooklyn, NY 11230
Phone (718) 252-8100
WWW CHARM-TEX COM

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: see list attached

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.



PROVIDERS OF CORRECTIONAL SUPPLIES
1618 Coney Island Ave, Brooklyn NY 11230
TEL: (800) 221-3147 FAX: (718) 258-8303
WEB SITE: WWW.CHARM-TEX.COM

REFERENCES

Company Name: Kennebec County Jail
Address: 115 State Street, Augusta ME 04330
Contact: Jason Stonier
Phone: 207-623-2270
Fax: 207-621-0609
Email: jstonier@kennebecso.com
Number of Inmates: 300+
Date Job Performed: 5 YearsYears
Description of Job: Mattresses, Linen, Clothing, Personal Hygiene Products

Company Name: Madison County Jail
Address: 815 Wheeler Ave, Huntsville AL 35801
Contact: Paul Ferguson
Phone: 256-519-4824
Fax: 256-990-3493
Email: pferguson@co.madison.al.us
Number of Inmates: 950 – 1,000
Date Job Performed: Last 7 Years
Description of Job: Inmate Clothing, Personal Hygiene Products, Linen/Bedding

Company Name: Suffolk County House of Corrections
Address: 20 Bradston Street, Boston MA 02118
Contact: David Moy
Phone: 617-635-1000 ext 2126
Fax: 617-704-6340
Email: dmoy@scsdma.org
Number of Inmates: 2,000
Date Job Performed: Last 3 Years
Description of Job: Linen, Clothing, Personal Hygiene Products

Company Name: Glades County Jail
Address: PO Box 39, Morehaven FL 33471
Contact: Treva Walker
Phone: 863-946-1600 ext 2137
Fax: 863-946-0364
Email: twalker@gladessheriff.org
Number of Inmates: 500
Date Job Performed: Last 5 Years
Description of Job: Inmate Uniforms, Personal Hygiene, Linen/Bedding

Company Name: Dougherty County Jail
Address: 1302 Evelyn Ave, Albany GA 31705
Contact: Scott Manning
Phone: 229-430-6551
Fax: 229-430-6682
Email: smanning@dougherty.ga.us
Number of Inmates: 800
Date Job Performed: Last 3 Years
Description of Job: Personal Hygiene, Inmate Storage, Linen/Bedding

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.

Charm-Tex	
Bidder (Entity Name)	Signature
1018 Coney Island Ave	Stan Danzger
Street & Mailing Address	Print Name
Brooklyn NY 11230	3/19/18
City, State & Zip	Date Signed
718-252-8100	718-258-8303
Telephone Number	Fax Number
stan@charm-tex.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

CHARM-TEX
1618 Coney Island Ave
Brooklyn, NY 11230
Phone (718) 252-8100
WWW CHARM-TEX COM

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

None

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

2/19/18
Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

2015

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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.

Stan Danzeq
Printed Name of Authorized Representative

Signature

VP of Sales
Title

3/9/18
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Stan Danzer		3/19/18
Printed Name of Contractor Representative	Signature of Representative	Date
N/A		
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF New York COUNTY OF Kings

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

on this day personally appeared Stan Danzger (name), who

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

"I, Stan Danzger (name) am a duly authorized officer of/agent

for Charm-Tex (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Charm-Tex (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: Charm-Tex

1618 Coney Island Ave. Brooklyn NY 11230

Fax: 718-258-8303 Telephone# 718-252-8100

by: Stan Danzger (print name) Title: VP of Sales

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

Stan Danzger on

this the 19 day of March, 2018.

Notary Public in and for the State of

SHMUEL DANZGER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DA6370248
Qualified in Kings County
Commission Expires January 29, 2022

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: We manufacture these products overseas & simply ship them from our warehouse using UPS - do not subcontract to vendor

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Stan Danzer

Title: VP of Sales

Signature: [signature]

Date: 3/19/18

E-mail address: stan@charm-tex.com

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

Name (print or type): Caryn Schmel

Title: Account Manager

Date: 3/19/18

E-mail address: caryn@charm-tex.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

☑ I certify that Charm - Tex [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Brooklyn NY (city and state).

Taxpayer Identification Number (T.I.N.):	11-2582405
Company Name submitting bid/proposal:	CHARM-TEX
Mailing address:	1618 Coney Island Ave. Brooklyn NY 11230
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
NONE	

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

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

Bidder Shall Return Completed Form with Offer.

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ash
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BEN
(718) 252-8100
CHARM-TEX
1618 CONEY ISLAND AVE
BROOKLYN NY 11230

LTR 1 OF 1

SHIP TO:
BID #IFB 18-003/YS
JEFFERSON COUNTY PURCHASING DEPT
DUE: 04/10/2018 @ 11:00 AM
INMATE CLTHNG & SUPPLIES
1149 PEARL STREET, 1ST FLOOR
BEAUMONT TX 77701

rec 3/23/18 10:47AM Usaur

TX 777 0-01

UPS NEXT DAY AIR **1**
TRACKING #: 1Z 142 462 01 4363 8447

BILLING: P/P

WS 21.0.16 ZDesigner TLP 93 0A 10/2017

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JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

February 26, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm 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 or box. Bidders shall forward an original and three (3) 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 Inmate Clothing and Supplies for Jefferson County**
BID NO:	**IFB 18-003/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, April 10, 2018**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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 – February 28, 2018 & March 7, 2018

IFB 18-003/YS
Term Contract for Inmate Clothing and Supplies for Jefferson County
Bids due: 11:00 AM CDT, Tuesday, April 10, 2018

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

http://www.co.jefferson.tx.us/purchasing/main.htm

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st 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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include 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. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. 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.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

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

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

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

5. Signatures

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

5. County Holidays

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year's

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. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

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

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Currency

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

18. 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.

19. Notice to Proceed/Purchase Order

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

20. 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.

21. Definitions

"County" – Jefferson County, Texas.

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

22. 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 Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and

performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other

obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

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

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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

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

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

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

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

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (l) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (l) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. 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

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

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

5. 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.

6. 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).

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

7. 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.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 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; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **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.

9.1.2 **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.

9.1.3 **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.

9.2 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.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 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.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 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

9.5.2 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.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 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.

9.8 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.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 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.

9.9.2 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.

9.9.3 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.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 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.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 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.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (email: ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 18-003/YS.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate clothing and supplies for use by the Jefferson County Correctional Facility.

Technical Specifications

All garments must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defective stitching, raw edges or loose threads. Garments not properly sewn or without adequate seams and hems will be rejected.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the products as requested.

1. Inmate Coveralls

Coveralls, raglan short sleeves. All seams 3 needle felled. Elastic back with woven heat resistant 1 1/2" elastic, to be sewn with 4 rows of stitching. Coverall shall be jointed at waist both front and back with 3 needle fell seams. There shall be one pocket over the left breast, double stitched and bar tacked. Six snap front to be 24 brass nickel plated guaranteed not to rust. Stainless steel snaps and/or grippers are not acceptable. The crotch shall be 3 needle lock stitched and have 2 bar tacks. The lapel shall extend to the raglan sleeve seam and be bar tacked where collar, lapel and raglan seam meet. Fabric shall be 7 1/2oz twill, 65% polyester/ 35% combed cotton. Fabric shall be industrial laundry finish, maximum shrinkage: 3%. Labels shall be woven polyester, 2 1/2" x 1 1/4", color coded by size. All 3 needle seams shall be cleanly finished and have no raw edges. All thread to be the same color as the garment. Sizes: X-Sm – 15X-L.

"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

Vendor shall supply with the bid a sample coverall in either orange or yellow and a color swatch for the other coverall colors. Samples not will not be returned. If cloth is different for each color coverall, a sample of each coverall shall be required.

Colors: Yellow – with "COUNTY JAIL" in 3" black lettering

Navy Blue – with "COUNTY JAIL" in 3" white lettering

Orange – with "COUNTY JAIL" in 3" white lettering

Red – with "COUNTY JAIL" in 3" white lettering

2. Inmate Jackets (Unlined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.

Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length. **"COUNTY JAIL"** shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

3. Inmate Jackets (Lined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.
Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length.
100% polyester, shrink-resistant blanket lining
"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

4. Deck Shoe with Toecap

Slip on style, upper heavy weight canvas, 11oz or heavier cotton duck.
Elastic twin gore
Insole 6oz cotton sewn in
Extra thick basketball type sole, textured rubber, brown color
Heel 2 ply counter
Protective textured foxing
Sizes: Men 4-15, and Female starting size 6
Packed in cases of 12 or 24
Color: Navy

5. Night Shirt (Female)

Slip-over style, polyester/cotton fabric, industrial grade laundry fabric.
Sizes: Small – 6X. No Color Specified.

6. Mattress

Densified Polycore Mattress, Size: 30" x 75" x 4".
100% polyester densified batting.
No Color Specified.

Mattress to meet or exceed these tests:
State of California Penal Mattress Fire Safety Test – Laboratory report No. SP-80-1
National Bureau of Standards NBSIR77-1290 burn test under actual fire conditions. Standards were established to determine amount of toxic gasses present, amount of smoke present, degrees of temperature, and heat flux, ability of material to support combustion, and fire growth potential (flashover).
California Standard Bulletin 117 – testing the fire resistance of the resilient filling materials by vertical open flame test and horizontal cigarette test (DOC FF4-72).
ASTM D-1692 – rate of burning or extent of burning of cellular plastics using a supported specimen of horizontal screen.
DOC FF4-72 – flammability standard of mattresses.
ASTME-162 – surface flammability of materials using a radiant heat source.
Technical Bulletin 121 – "Flammability Test Procedure for Mattresses for use in High Risk Occupancies", State of California.
Motor Vehicle – MV 302
Aircraft Seating – FAR 25.853

English Flame Law – UK 5852 Ignition Source 2
National Fire Protection Agency - #260 and #261

7. Mattress Covers (12 oz. Staph Check Vinyl Cover)
Heavy Duty 12oz-3ply vinyl that is fire retardant and bacteria resistant. Vinyl to be reinforced with nylon webbing. Vinyl is flame resistant and bacteria resistant. No Color Specified.

Vinyl Cover must meet or exceed these tests:
Antimicrobial to protect the fabric – Test NYS63
Weight, oz. per sq. yd. – ASTM D3776
Flame Resistance – ASTM D6413
Cigarette Ignition – 16 CFR Part 1632
Breaking Strength, lbs. – ASTM D5034
Tear Strength, lbs. – ASTM D751/A
Adhesion (peel) lbs. / 2 inches – ASTM D751/Peel adhesion
Surface Resistivity, OHMS/SQ – AATCC 76
Seam Construction: all seams shall face the inside, except the end seam. Seams should be double needle lock stitched and sewn with a heavy gauge nylon thread to prevent inmate destruction.

8. Mattress Covers (Heavy Weight Twill Cover)
Heavy duty twill (6-8 oz.), color: off-white, to fit like an oversized pillow case (slip on to mattress), size: 30" x 75" x 6" (to fit mattresses 30" x 75" x 4" or 6"), must be able to withstand institutional washing and drying cycles.

9. Inmate Blanket
White color, 100% cotton material, closed weave to prevent snagging and discourage dismantling, size 66" x 90", weight, 3 lbs., per blanket or greater.

10. Inmate Bath Towel
White color, 100% cotton material, dense-looped terry, size 20" x 40", weight 5.5 lbs., per dozen.

11. Laundry Bag
White color, 100% knitted polyester material, withstands bleach, size 18" x 30", pull lock (with draw string) – closure style.

12. Laundry Bag (nets)
White color, 100% polyester mesh (with holes to allow for air and water exchange), size 18" x 24", tie-cord closure, with cloth ID tag.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items

specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County

Bidder's Company/Business Name: Goaltex Corp

Bidder's TAX ID Number: 11-3166415

Contact Person: Robert Grubman **Title:** President

Phone Number (with area code): 516-682-5775

Alternate Phone Number if available (with area code):

Fax Number (with area code): 516-682-5718

Email Address: Robert@goaltex.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

146 Split Rock Rd
Address

Syosset, NY 11791
City, State, Zip Code

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:

Goaltex Corp
Company Name

146 Split Rock Rd
Address

Syosset NY 11791
City State Zip

Signature of Person Authorized to Sign

Robert Grutman
Printed Name

President
Title

For clarification of this offer, contact:

Robert Grutman
Name

516 682-5775 516 682-5718
Phone Fax

Robert@goaltex.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies. 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

Item	Unit	Description	Size	Unit Price			
				Yellow	Navy Blue	Orange	Red
1	Each	Inmate Coveralls (Average Annual Order: 500-1000 of each color)	X-Sm	$ NO Bid			$
			Small	$	$	$	$
			Med	$	$	$	$
			Large	$	$	$	$
			X-L	$	$	$	$
			1X-L	$	$	$	$
			2X-L	$	$	$	$
			3X-L	$	$	$	$
			4X-L	$	$	$	$
			5X-L	$	$	$	$
			6X-L	$	$	$	$
			7X-L	$	$	$	$
			8X-L	$	$	$	$
			9X-L	$	$	$	$
			10X-L	$	$	$	$
			11X-L	$	$	$	$
			12X-L	$	$	$	$
			13X-L	$	$	$	$
			14X-L	$	$	$	$
			15X-L	$	$	$	$

Item	Unit	Description	Size	Unit Price
2	Each	Inmate Jackets (unlined)	X-Sm	$ NO Bid
			Small	$
			Med	$
			Large	$
			X-L	$
			1X-L	$
			2X-L	$
			3X-L	$
			4X-L	$
			5X-L	$
			6X-L	$

Item	Unit	Description	Size	Unit Price
3	Each	Inmate Jackets (lined)	X-Sm	$ No Bid
			Small	$
			Med	$
			Large	$
			X-L	$
			1X-L	$
			2X-L	$
			3X-L	$
			4X-L	$
			5X-L	$
			6X-L	$

Item	Unit	Description	Color	Size	Unit Price
4	Pair	Deck Shoe with Toecap	Navy Blue	5	$ 4.43
			Navy Blue	6	$ 4.43
			Navy Blue	7	$ 4.43
			Navy Blue	8	$ 4.43
			Navy Blue	9	$ 4.43
			Navy Blue	10	$ 4.43
			Navy Blue	11	$ 4.43
			Navy Blue	12	$ 4.43
			Navy Blue	13	$ 4.43
			Navy Blue	14	$ 4.43
			Navy Blue	15	$ 4.43

Item	Unit	Description	Size	Unit Price
5	Each	Night Shirt – Female. No Color Specified. (Average Annual Order: 100)	Small	$ No Bid
			Medium	$
			Large	$
			1X	$
			2X	$
			3X	$
			4X	$
			5X	$
			6X	$

Item	Unit	Description	Color	Size	Unit Price
6	Each	Mattress (Average Annual Order: 300)	No Color Specified	30"x75"x4"	$ No Bid
7	Each	Mattress Cover (Average Annual Order: 300-500)	No Color Specified	30"x75"x4"	$
8	Each	Mattress Cover Heavy Weight Twill	Off White	30" x 75" x 6"	
9	Each	Inmate Blanket (Average Annual Order: 500-1000)	White	66"x90"	$
10	Doz.	Inmate Bath Towel (Average Annual Order: 100-200 doz.)	White	30"x40"	$
11	Each	Laundry Bag (Average Annual Order: 500)	White	18"x30"	$
12	Each	Laundry Bag (mesh)	White	18" x 24"	

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Maricopa Co

Address: 201 W. Jefferson St. Phoenix, AZ 85003

Contact Person and Title: Nancy Oyler - procurement specialist

Phone: 602-506-1036 Fax:

Email Address: Oylern@Superiorcourt.maricopa.gov Contract Period: Multi year

Scope of Work: Supply Canvas footwear for detained population

REFERENCE TWO

Government/Company Name: Alabama DOC Whse

Address: 2699 Marion Spillway Elmore, AL 36025

Contact Person and Title: Ernesto Johnson - Whse Superintendant

Phone: 334-567-1567 Fax:

Email Address: Ernesto.Johnson@doc.nlabama.gov Contract Period: ongoing Multi year contract

Scope of Work: Supply inmate footwear in various sizes

REFERENCE THREE

Government/Company Name: CT DOC

Address: PO Box 290891 Wethersfield CT 06109

Contact Person and Title: Cheryl Santos - Buyer

Phone: 860-692-7779 Fax:

Email Address: Cheryl.Santos@ct.gov Contract Period: Multi year Contract

Scope of Work: Supply footwear for statewide inmate populations

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.

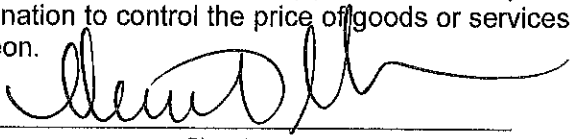
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☐ **No** ☒

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.

Goaltex Corp
Bidder (Entity Name)


Signature

146 Split Rock Rd
Street & Mailing Address

Robert Grubman
Print Name

Syosset NY 11791
City, State & Zip

3/28/18
Date Signed

516-682-5775
Telephone Number

516-682-5718
Fax Number

Robert@goaltex.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Goaltex Corp

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 _____ 3/1/18
Signature of vendor doing business with the governmental entity — Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Robert Grubman
Printed Name of Authorized Representative

Signature

President
Title

3/1/18
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: Goaltex Corp HUB: p Yes p No

Address: 146 Split Rock Rd (Street) Syosset (City) NY (State) 11791 (Zip)

Phone (with area code): 516-682-5775 Fax (with area code): 516-682-5718

Project Title & No.: Term Contract for Inmate Clothing & Supplies for Jefferson County

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:

Robert Gautman	[signature]	3/1/18
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: Goaltex Corp HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): _____

Address: 146 Split Rock Rd (Street) Syosset (City) NY (State) 11791 (Zip)

Phone (with area code): 516-682-5775 Fax (with area code): 516-682-5718

Project Title & No.: Term Contract for Inmate Clothing & Supplies for Jefferson County IFB/RFP No.: 18-003/YS

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Robert Grubman

Title: President

Signature: [signature]

Date: 3/1/18

E-mail address: Robert@goaltex.com

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

Name (print or type): Robert Grubman

Title: President

Date: 3/1/18

E-mail address: Robert@goaltex.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

☒ I certify that Goaltex Corp [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is 146 Split Rock Rd Syosset, NY (city and state).

Taxpayer Identification Number (T.I.N.):	11-3166415
Company Name submitting bid/proposal:	Goaltex Corp
Mailing address:	146 Split Rock Rd Syosset NY 11791
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 New York COUNTY OF Nassau

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

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

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

"I, Robert Grubman (name) am a duly authorized officer of/agent

for Goaltex Corp (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Goaltex Corp (name of firm).

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

Name and address of bidder: Goaltex Corp

1440 Split Rock Rd Syosset NY 11791

Fax: 516-682-5718 Telephone# 516-682-5775

by: Robert Grubman (print name) Title: President

Signature:

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

this the 2nd day of March, 2018.

KEITH ROBERT HANSEN
Notary Public, State of New York
No. 01HA6194507
Qualified in Nassau County
Commission Expires Oct. 06, 2020

Notary Public in and for
the State of New York

Bidder Shall Return Completed Form with Offer.

Goaltex Corp
146 Split Rock Rd
Syosset, NY 11791
516-682-5775
Fax 682-5718
www.goaltex.com

Good Faith Effort

Goaltex Corp is a direct importer, wholesaler and distributor of the products being bid. There is limited opportunity for HUB participation. Regardless, we have reached out to those providing services to us, unfortunately none are qualified.

Sealed Bid
IFB 18-003/YS
Due Date 4/10/18 11:00 AM
Term Contract for Inmate Clothing
& Supplies for Jefferson County

FROM:
ROBERT GRUBMAN
GOALTEX CORP
146 SPLIT ROCK RD

SYOSSET NY 11791
US

SHIP DATE: 28MAR18
ACTWGT: 1.00 LB MAN
CAD: 0234176/CAFE3108

BILL SEN

TO
JEFFERSON COUNTY PURCHASING DEPT
1149 PEARL STREET
1ST FLOOR
BEAUMONT TX 77701

0776
JEFFERSON COUNTY PURCHASI
1149 PEARL ST
FL 1
BEAUMONT,TX

3 080 06 67 SM-1D 25895

77701-3638-9

162-3060

ETP:2
679660024714

PD:SP:100:Y

REF:
INV:
PO:
DEPT:

FedEx Ground

J1710161600

TRK# 5795 6002 4714

77701

9622 0019 0 (000 000 0000) 0 00 5795 6002 4714

RECEIVED 01:14 PM APR 02 2018

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

February 26, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm 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 or box. Bidders shall forward an original and three (3) 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 Inmate Clothing and Supplies for Jefferson County**
BID NO:	**IFB 18-003/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, April 10, 2018**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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 – February 28, 2018 & March 7, 2018

ICS JAIL SUPPLIES, INC.
P. O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract # 506-16

IFB 18-003/YS
Term Contract for Inmate Clothing and Supplies for Jefferson County
Bids due: 11:00 AM CDT, Tuesday, April 10, 2018

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FED ID # 27-1494351
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BuyBoard Contract # 506-16

Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

http://www.co.jefferson.tx.us/purchasing/main.htm

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FED ID # 27-1494351
GSA Contract # GS 07F-0552U
~~BuyBoard Contract # 506-16~~

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st 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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include 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. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. 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.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

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

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

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

5. Signatures

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

5. County Holidays

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year's

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BuyBoard Contract # 506-16

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. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

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

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Currency

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

18. 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.

19. Notice to Proceed/Purchase Order

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

20. 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.

21. Definitions

"County" – Jefferson County, Texas.

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

22. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

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bids@icswaco.com
TID # 27-1494351
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BuyBoard Contract # 506-16

General 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

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BuyBoard Contract # 506-18

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

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

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

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

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

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

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

2. Performance

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

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

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

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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 provided, 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

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performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other

obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

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

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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

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

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

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

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

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

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BuyBoard Contract # 506-16

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

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Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

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(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works, see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

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attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

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Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. 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

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

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

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5. 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.

6. 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).

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

7. 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.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 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; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **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,

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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.

9.1.2 **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.

9.1.3 **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.

9.2 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.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 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.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 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

9.5.2 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.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 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.

9.8 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.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 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.

9.9.2 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.

9.9.3 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.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 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.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 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.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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GSA Contract # GS 07F-0652U
BuyBoard Contract # 506-16

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (email: ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 18-003/YS.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate clothing and supplies for use by the Jefferson County Correctional Facility.

Technical Specifications

All garments must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defective stitching, raw edges or loose threads. Garments not properly sewn or without adequate seams and hems will be rejected.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the products as requested.

1. Inmate Coveralls

Coveralls, raglan short sleeves. All seams 3 needle felled. Elastic back with woven heat resistant 1 1/2" elastic, to be sewn with 4 rows of stitching. Coverall shall be jointed at waist both front and back with 3 needle fell seams. There shall be one pocket over the left breast, double stitched and bar tacked. Six snap front to be 24 brass nickel plated guaranteed not to rust. Stainless steel snaps and/or grippers are not acceptable. The crotch shall be 3 needle lock stitched and have 2 bar tacks. The lapel shall extend to the raglan sleeve seam and be bar tacked where collar, lapel and raglan seam meet. Fabric shall be 7 1/2oz twill, 65% polyester/ 35% combed cotton. Fabric shall be industrial laundry finish, maximum shrinkage: 3%. Labels shall be woven polyester, 2 1/2" x 1 1/4", color coded by size. All 3 needle seams shall be cleanly finished and have no raw edges. All thread to be the same color as the garment. Sizes: X-Sm – 15X-L.

"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

Vendor shall supply with the bid a sample coverall in either orange or yellow and a color swatch for the other coverall colors. Samples not will not be returned. If cloth is different for each color coverall, a sample of each coverall shall be required.

Colors: Yellow – with "COUNTY JAIL" in 3" black lettering

Navy Blue – with "COUNTY JAIL" in 3" white lettering

Orange – with "COUNTY JAIL" in 3" white lettering

Red – with "COUNTY JAIL" in 3" white lettering

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2. Inmate Jackets (Unlined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.

Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length. **"COUNTY JAIL"** shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

3. Inmate Jackets (Lined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.
Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length.
100% polyester, shrink-resistant blanket lining
"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

4. Deck Shoe with Toecap

Slip on style, upper heavy weight canvas, 11oz or heavier cotton duck.
Elastic twin gore
Insole 6oz cotton sewn in
Extra thick basketball type sole, textured rubber, brown color
Heel 2 ply counter
Protective textured foxing
Sizes: Men 4-15, and Female starting size 6
Packed in cases of 12 or 24
Color: Navy

5. Night Shirt (Female)

Slip-over style, polyester/cotton fabric, industrial grade laundry fabric.
Sizes: Small – 6X. No Color Specified.

6. Mattress

Densified Polycore Mattress, Size: 30" x 75" x 4".
100% polyester densified batting.
No Color Specified.

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Mattress to meet or exceed these tests:
State of California Penal Mattress Fire Safety Test – Laboratory report No. SP-80-1
National Bureau of Standards NBSIR77-1290 burn test under actual fire conditions. Standards were established to determine amount of toxic gasses present, amount of smoke present, degrees of temperature, and heat flux, ability of material to support combustion, and fire growth potential (flashover).
California Standard Bulletin 117 – testing the fire resistance of the resilient filling materials by vertical open flame test and horizontal cigarette test (DOC FF4-72).
ASTM D-1692 – rate of burning or extent of burning of cellular plastics using a supported specimen of horizontal screen.
DOC FF4-72 – flammability standard of mattresses.
ASTME-162 – surface flammability of materials using a radiant heat source.
Technical Bulletin 121 – "Flammability Test Procedure for Mattresses for use in High Risk Occupancies", State of California.
Motor Vehicle – MV 302
Aircraft Seating – FAR 25.853

English Flame Law – UK 5852 Ignition Source 2
National Fire Protection Agency - #260 and #261

7. Mattress Covers (12 oz. Staph Check Vinyl Cover)

Heavy Duty 12oz-3ply vinyl that is fire retardant and bacteria resistant. Vinyl to be reinforced with nylon webbing. Vinyl is flame resistant and bacteria resistant. No Color Specified.

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Vinyl Cover must meet or exceed these tests:
Antimicrobial to protect the fabric – Test NYS63
Weight, oz. per sq. yd. – ASTM D3776
Flame Resistance – ASTM D6413
Cigarette Ignition – 16 CFR Part 1632
Breaking Strength, lbs. – ASTM D5034
Tear Strength, lbs. – ASTM D751/A
Adhesion (peel) lbs. / 2 inches – ASTM D751/Peel adhesion
Surface Resistivity, OHMS/SQ – AATCC 76
Seam Construction: all seams shall face the inside, except the end seam. Seams should be double needle lock stitched and sewn with a heavy gauge nylon thread to prevent inmate destruction.

8. Mattress Covers (Heavy Weight Twill Cover)

Heavy duty twill (6-8 oz.), color: off-white, to fit like an oversized pillow case (slip on to mattress), size: 30" x 75" x 6" (to fit mattresses 30" x 75" x 4" or 6"), must be able to withstand institutional washing and drying cycles.

9. Inmate Blanket

White color, 100% cotton material, closed weave to prevent snagging and discourage dismantling, size 66" x 90", weight, 3 lbs., per blanket or greater.

10. Inmate Bath Towel

White color, 100% cotton material, dense-looped terry, size 20" x 40", weight 5.5 lbs., per dozen.

11. Laundry Bag

White color, 100% knitted polyester material, withstands bleach, size 18" x 30", pull lock (with draw string) – closure style.

12. Laundry Bag (nets)

White color, 100% polyester mesh (with holes to allow for air and water exchange), size 18" x 24", tie-cord closure, with cloth ID tag.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

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Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. **Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items**

specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

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BuyBoard Contract # 506-16

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County

Bidder's Company/Business Name: ICS Jail Supplies, Inc.

Bidder's TAX ID Number: 27-1494351

Contact Person: Maegan Eisenman **Title:** Bid Manager

Phone Number (with area code): (800) 524-5427

Alternate Phone Number if available (with area code): (254) 751-1566

Fax Number (with area code): (254) 751-0299

Email Address: bids@icswaco.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

PO Box 21056
Address
Waco, TX 76702
City, State, Zip Code

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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): none as of 4-5-18, _____.

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

ICS Jail Supplies, Inc.
Company Name

PO Box 21056
Address

Waco TX 76702
City State Zip

Signature of Person Authorized to Sign

Jm Bogan III
Printed Name

Vice President
Title

For clarification of this offer, contact:

Maegan Eisenman
Name

(800)524-5427 (254)751-0299
Phone Fax

bids@icswaco.com
E-mail

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Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies. 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

ICS JAIL SUPPLIES, INC.
P. O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract # 506-16

Bidder Shall Return Completed Form with Offer.

Bid Form

Item	Unit	Description	Size	Unit Price			
				Yellow	Navy Blue	Orange	Red
1	Each	Inmate Coveralls (Average Annual Order: 500-1000 of each color)	X-Sm	$12.32	$12.32	$12.32	$12.32
			Small	$12.32	$12.32	$12.32	$12.32
			Med	$12.32	$12.32	$12.32	$12.32
			Large	$12.32	$12.32	$12.32	$12.32
			X-L	$12.32	$12.32	$12.32	$12.32
			1X-L	$12.32	$12.32	$12.32	$12.32
			2X-L	$12.32	$12.32	$12.32	$12.32
			3X-L	$13.49	$13.49	$13.49	$13.49
			4X-L	$13.49	$13.49	$13.49	$13.49
			5X-L	$13.49	$13.49	$13.49	$13.49
			6X-L	$14.74	$14.74	$14.74	$14.74
			7X-L	$14.74	$14.74	$14.74	$14.74
			8X-L	$14.74	$14.74	$14.74	$14.74
			9X-L	$16.32	$16.32	$16.32	$16.32
			10X-L	$16.32	$16.32	$16.32	$16.32
			11X-L	$16.32	$16.32	$16.32	$16.32
			12X-L	$17.94	$17.94	$17.94	$17.94
			13X-L	$17.94	$17.94	$17.94	$17.94
			14X-L	$17.94	$17.94	$17.94	$17.94
			15X-L	$19.47	$19.47	$19.47	$19.47

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Item	Unit	Description	Size	Unit Price
2	Each	Inmate Jackets (unlined)	X-Sm	$22.104
			Small	$22.104
			Med	$22.104
			Large	$22.104
			X-L	$22.104
			1X-L	$22.104
			2X-L	$22.104
			3X-L	$23.75
			4X-L	$23.75
			5X-L	$24.86
			6X-L	$25.97

Item	Unit	Description	Size	Unit Price
3	Each	Inmate Jackets (lined)	X-Sm	$28.27
			Small	$28.27
			Med	$28.27
			Large	$28.27
			X-L	$28.27
			1X-L	$28.27
			2X-L	$28.27
			3X-L	$29.38
			4X-L	$29.38
			5X-L	$30.50
			6X-L	$30.50

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Item	Unit	Description	Color	Size	Unit Price
4	Pair	Deck Shoe with Toecap * Shoe bid does not have toe cap. Please see attached letter and specifications **ICS JAIL SUPPLIES, INC.** P. O. Box 21056 Waco, TX 76702-1056 Phone: 800-524-5427 Fax: 254-751-0299 www.icswaco.com bids@icswaco.com FED ID # 27-1494351 GSA Contract # GS 07F-0552U BuyBoard Contract # 506-16	Navy Blue	5	$ 2.78
			Navy Blue	6	$ 2.78
			Navy Blue	7	$ 2.78
			Navy Blue	8	$ 2.78
			Navy Blue	9	$ 2.78
			Navy Blue	10	$ 2.78
			Navy Blue	11	$ 2.78
			Navy Blue	12	$ 2.78
			Navy Blue	13	$ 2.78
			Navy Blue	14	$ 2.78
			Navy Blue	15	$ 2.78

Item	Unit	Description	Size	Unit Price
5	Each	Night Shirt – Female. No Color Specified. (Average Annual Order: 100)	Small	$ 10.30
			Medium	$ 10.30
			Large	$ 10.30
			1X	$ 10.30
			2X	$ 7.19
			3X	$ 8.08
			4X	$ 8.97
			5X	$ 9.80
			6X	$ 10.75

Item	Unit	Description	Color	Size	Unit Price
6	Each	Mattress (Average Annual Order: 300)	No Color Specified	30"x75"x4"	$ 33.99
7	Each	Mattress Cover (Average Annual Order: 300-500)	No Color Specified	30"x75"x4"	$ 11.33
8	Each	Mattress Cover Heavy Weight Twill	Off White	30" x 75" x 6"	4.93
9	Each	Inmate Blanket (Average Annual Order: 500-1000)	White	66"x90"	$ 4.67
10	Doz.	Inmate Bath Towel (Average Annual Order: 100-200 doz.)	White	30"x40"	$ 12.50
11	Each	Laundry Bag (Average Annual Order: 500)	White	18"x30"	$ 2.42
12	Each	Laundry Bag (mesh)	White	18" x 24"	2.42

Acknowledgment of Addenda (if any): none as of 4-5-18

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

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Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

ICS

www.icswaco.com

P.O. Box 21056

Waco, TX

76702-1056

REFERENCES:

Bexar County Purchasing Department
212 Stumberg, Ste. 100
San Antonio, Tx 78205
Bob Myers
210-335-2030
bmyers@bexar.org

El Paso County Criminal Justice Center
2739 East Las Vegas Street
Colorado Springs, CO 80906
John Langfels
719-390-2710
johnlangfels@elpasoco.com

Lea County Detention Center
215 East Central 2nd Floor
Lovington, NM 88260
Chris Veesart
505-396-1175
cveesart@leacounty.net

Okaloosa County Purchasing Department
302 N Wilson Street, Ste. 203
Crestview, FL 32536
Lt. Leroy Huyghue
850-689-5690
lhuyghue@co.okaloosa.fl.us

Nashville & Davidson County
222 3rd Ave North, Ste. 601
Nashville, TN 37201
Robert Prim
615-880-3795
rprim@dcso.nashville.org

Curry County Purchasing Department
700 North Main Street, Ste. 10
Clovis, NM 88101
Debbie Hackman
575-763-1490
dhackman@currycounty.org

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Signature Page

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

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

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

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

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

ICS Jail Supplies, Inc.	
Bidder (Entity Name)	Signature
PO BOX 21056	JM Bogan III
Street & Mailing Address	Print Name
Waco, TX 76702	3-27-18
City, State & Zip	Date Signed
(800) 524-5427	(254) 751-0299
Telephone Number	Fax Number
bids@icswaco.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

ICS JAIL SUPPLIES, INC.
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Waco, TX 76702-1056
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www.icswaco.com
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Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

ICS Jail Supplies, Inc.

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☒ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

3-27-18
Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

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Sinchaid Contract # 506-16

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with vendor named in item 3

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

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BuyBoard Contract # 506-16

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☐ Yes ☑ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☑ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☑ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☑ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☑ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☑ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

JM Bogan III
Printed Name of Authorized Representative

Signature

Vice President
Title

3-27-18
Date

Bidder Shall Return Completed Form with Offer.

BuyBoard Cooperative Purchasing
Contract #506-16

GSA Advantage!®
www.gsaAdvantage.gov
Contract # GS-07F-0562U

ICS Jail Supplies, Inc. Since 1983!!!

March 27, 2018

To Whom it may Concern,

ICS Jail Supplies, Inc. is a small family owned company located in Waco, TX. We stock all of our products in our warehouse to provide immediate shipments for most orders. At this time, ICS does not solicit HUB's for subcontracting opportunities since the entire ordering process is performed at one central warehouse.

If you would like any further information in regards to our ordering processes please do not hesitate to contact the office.

Regards,

Maegan Eisenman
Bid Manager

(800) 524-547
(254) 751-0299 Fax
Bids@icswaco.com
www.icswaco.com

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

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

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

Bidder Shall Return Completed Form with Offer.

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BuyBoard Contract # 506-16

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

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Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: all items are stocked locally at ICS warehouse located in Waco, TX

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): JM Bogan III
Title: Vice President
Signature: [signature]
Date: 3-27-18
E-mail address: bids@icswaco.com

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

Name (print or type): Sonya Sterling
Title: Associate Director
Date: 3-27-18
E-mail address: ssterling@icswaco.com

Bidder Shall Return Completed Form with Offer.

ICS JAIL SUPPLIES, INC.
P. O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract # 506-16

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that ICS Jail Supplies, 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.):	27-1494351
Company Name submitting bid/proposal:	ICS Jail Supplies, Inc.
Mailing address:	PO Box 21056, Waco, TX 76702
If you are an individual, list the names and addresses of any partnership of which you are a general partner: n/A	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

ICS JAIL SUPPLIES, INC.
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Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
~~BuyBoard Contract # 506-16~~

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 McLennan

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

on this day personally appeared JM Bogan III (name), who

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

"I, JM Bogan III (name) am a duly authorized officer of/agent

for ICS Jail Supplies, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said ICS Jail Supplies, Inc. (name of firm).

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

Name and address of bidder: ICS Jail Supplies, Inc.
PO Box 21056, Waco, TX 76702

Fax: (254) 751-0299 Telephone# (800) 524-5427

by: JM Bogan III (print name) Title: Vice President

Signature:

SUBSCRIBED AND SWORN to before me by the above-named
JM Bogan III, vice president on

this the 27th day of March, 2018.

ERYN ELIZABETH PUTMAN
Notary Public, State of Texas
My Commission Expires
August 11, 2018

Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

BuyBoard Cooperative Purchasing
Contract #506-16

ICS Jail Supplies, Inc. Since 1985!!!

GSA Advantage! www.gsaAdvantage.gov
Contract # GS-07F-0552U

March 27, 2018

Jefferson County Purhcasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

To Whom it may concern,

This letter serves as formal notification that ICS Jail Supplies, Inc. has discontinued the M032 Heavy weight canvas deck shoes with toe cap effective June 1, 2018. This discontinuance is in response to a legal agreement between ICS Jail Supplies, Inc. and Nike, Inc. The agreement states that ICS Jail Supplies, Inc. must sell any remaining stock and discontinue this shoe design by June 1, 2018 due to potential trademark infringment characteristics which include the toe cap design.

In light of this legal agreement ICS Jail Supplies, Inc. offers Jefferson County the M032 canvas shoe a delivered price of $3.00 per pair for all "in stock" sizes and colors until either the deadline of June 1, 2018 is met or all stock has been depleted.

Additional information, including additional discontinued shoes, can be found on the attached formal Product Discontinuance Notification letter.

If you have any questions or would like further details in regards to this letter please don't hesitate to contact our office.

Sincerely,

Michelle Markum-Gwin, Director of Operations

(800) 524-5427
(254) 751-0299 Fax
bids@icswaco.com
www.icswaco.com

PO Box 21056
Waco, TX 76702

BuyBoard Cooperative Purchasing
Contract #506-16

GSA Advantage!®
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS Jail Supplies, Inc. Since 1985!!!

Product Discontinuance Notification

February 27, 2018

Dear Valued Customer,

This letter serves as notification that ICS Jail Supplies, Inc. must discontinue the manufacturing of specific catalog item numbers from our product line.

DISCONTINUED ITEM NUMBER	ITEM DESCRIPTION	ACCEPTABLE ALTERNATIVE ITEM NUMBER
M032	Canvas Deck Shoe with Toe Cap	M143
EVA-SKR	EVA Sneaker with Toe Cap	N/A
SC1011	Canvas Low Top Velcro Sneaker with Toe Cap	N/A

The products contained in this notice are part of a legal agreement between ICS Jail Supplies, Inc. and Nike, Inc. stating that ICS Jail Supplies, Inc. must sell any remaining stock and discontinue the shoe design(s) that have potential trademark infringement characteristics by June 1, 2018. In addition to this, the U.S. Custom & Border Patrol has notified all vendors that footwear with potential trademark infringement characteristics are unable to be imported into the United States. These vendors will include all importers in Retail, Wholesale and Correctional markets.

ICS Jail Supplies, Inc. appreciates and values our business relationship and looks forward to your continued interest in our products. We apologize for any inconvenience this announcement may cause and are eager to find a resolution (new shoe design) that is acceptable by Nike, Inc. and the U.S. Custom & Border Patrol.

To best serve you, all inquiries and requests pertaining to this notice should be directed through the normal sales channels mentioned below.

DEPARTMENT	CONTACT INFORMATION
General Sales	Lacy Key – Ph: 254-751-1566, email: sales@icswaco.com
Bids/Quotes	Maegan Eisenman – Ph: 254-751-1566, email: bids@icswaco.com
Contracts	Eryn Putman – Ph: 254-751-1566, email: sales403@icswaco.com

Sincerely,

Michelle Markum-Gwin, Director of Operations

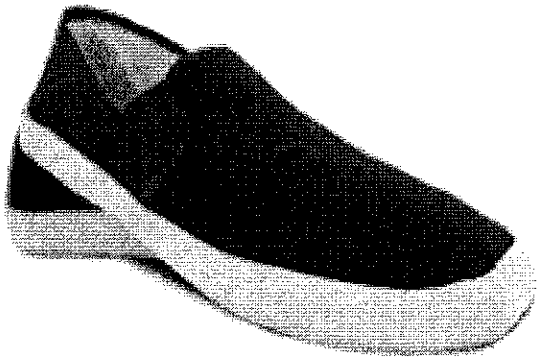
P.O. BOX 21056
WACO, TEXAS
76702-1056

(800) 524-5427
FAX: (254) 751-0299
SALES@ICSWACO.COM
BIDS@ICSWACO.COM
WWW.ICSWACO.COM

GSA Advantage!® www.gsaAdvantage.gov Contract # GS-07F-0562U

ICS Jail Supplies, Inc. Since 1985!!!

BuyBoard® Cooperative Purchasing





#M143—Lightweight Slip on Canvas Shoe

- Oxford-Canvas twin gore slip on deck shoe
- Cushioned insole vulcanized rubber sole
- Non-skit
- No laces
- Not recommended for long term use
- Sold per each, 24 per case
- Available in orange or navy blue
- Available in whole sizes 3 though 17

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056
Waco, TX
76702-1056

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bailey Insurance and Risk Management
1201 Washington Ave.
P.O. Box 298
Waco TX 76701

CONTACT NAME: Alisha Johnson
PHONE (A/C, No, Ext): (254)753-5317 FAX (A/C, No): (254)753-1132
E-MAIL ADDRESS: allsha@balleyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AMCO Insurance Company	19100
INSURER B: Colonial County Mutual Insurance Company	29262
INSURER C: Depositors Insurance Company	42587
INSURER D: National American Ins. Co.	
INSURER E:	
INSURER F:	

INSURED
Ics Jail Supplies, Inc.
PO Box 21056
Waco TX 76702-1056

COVERAGES CERTIFICATE NUMBER: 2017 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ACPGLAO3017908763	11/14/2017	11/14/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ACPBATX3017908763	11/14/2017	11/14/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ACPCAD3017908763	11/14/2017	11/14/2018	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CW34820142	10/12/2017	10/12/2018	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an Additional Insured on the General Liability Policy if required by written contract between the Named Insured and the Additional Insured. All Additional Insureds referenced on this Certificate of Insurance are as per the attached corresponding endorsements and policy language.

CERTIFICATE HOLDER
Jefferson County
1001 Peral Street, 3rd Floor
Beaumont TX 77701

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Wes Bailey

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Align top of FedEx Express® shipping label here.

267

RECEIVED 10:31 AM APR. 06

ORIGIN ID:ACTA (254) 751-1566
SHIPPING OFFICE
ICS JAIL SUPPLIES
5804 FRANKLIN AVE

WACO, TX 76710
UNITED STATES US

SHIP DATE: 05APR18
ACTWGT: 4.00 LB MAN
CAD: 490567/CAFE3111

BILL SENDER

TO YEA-MEI SAUER
JEFFERSON CO PURCHASING DEPT
1149 PEARL STREET, 1ST FLOOR

BEAUMONT TX 77701
(409) 835-8693
DEPT: BIDS

REF: BID #18-003/YS AND SAMPLES

546C/4913/E3C1 13SA/2E1A/T39E

FedEx Express

J17010201801UF

TRK# 0201 4300 6131 7683

FRI - 06 APR 3:00P
STANDARD OVERNIGHT

43 BPTA

77701
TX-US IAH

Part # 156148-434 RRD 04/16

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

February 26, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm 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 or box. Bidders shall forward an original and three (3) 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 Inmate Clothing and Supplies for Jefferson County**
BID NO:	**IFB 18-003/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, April 10, 2018**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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 – February 28, 2018 & March 7, 2018

IFB 18-003/YS
Term Contract for Inmate Clothing and Supplies for Jefferson County
Bids due: 11:00 AM CDT, Tuesday, April 10, 2018

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

http://www.co.jefferson.tx.us/purchasing/main.htm

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st 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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include 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. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. 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.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

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

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

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

5. Signatures

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

5. County Holidays

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year's

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. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

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

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Currency

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

18. 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.

19. Notice to Proceed/Purchase Order

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

20. 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.

21. Definitions

"County" – Jefferson County, Texas.

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

22. 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 Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and

performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other

obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

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

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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

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

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

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

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

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. 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

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

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

5. 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.

6. 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).

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

7. 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.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 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; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **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.

9.1.2 **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.

9.1.3 **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.

9.2 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.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 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.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 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

9.5.2 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.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 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.

9.8 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.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 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.

9.9.2 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.

9.9.3 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.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 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.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 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.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (email: ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 18-003/YS.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate clothing and supplies for use by the Jefferson County Correctional Facility.

Technical Specifications

All garments must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defective stitching, raw edges or loose threads. Garments not properly sewn or without adequate seams and hems will be rejected.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the products as requested.

1. Inmate Coveralls

Coveralls, raglan short sleeves. All seams 3 needle felled. Elastic back with woven heat resistant 1 1/2" elastic, to be sewn with 4 rows of stitching. Coverall shall be jointed at waist both front and back with 3 needle fell seams. There shall be one pocket over the left breast, double stitched and bar tacked. Six snap front to be 24 brass nickel plated guaranteed not to rust. Stainless steel snaps and/or grippers are not acceptable. The crotch shall be 3 needle lock stitched and have 2 bar tacks. The lapel shall extend to the raglan sleeve seam and be bar tacked where collar, lapel and raglan seam meet. Fabric shall be 7 1/2oz twill, 65% polyester/ 35% combed cotton. Fabric shall be industrial laundry finish, maximum shrinkage: 3%. Labels shall be woven polyester, 2 1/2" x 1 1/4", color coded by size. All 3 needle seams shall be cleanly finished and have no raw edges. All thread to be the same color as the garment. Sizes: X-Sm – 15X-L.

"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

Vendor shall supply with the bid a sample coverall in either orange or yellow and a color swatch for the other coverall colors. Samples not will not be returned. If cloth is different for each color coverall, a sample of each coverall shall be required.

Colors: Yellow – with "COUNTY JAIL" in 3" black lettering

Navy Blue – with "COUNTY JAIL" in 3" white lettering

Orange – with "COUNTY JAIL" in 3" white lettering

Red – with "COUNTY JAIL" in 3" white lettering

2. Inmate Jackets (Unlined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.

Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length. **"COUNTY JAIL"** shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

3. Inmate Jackets (Lined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.
Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length.
100% polyester, shrink-resistant blanket lining
"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

4. Deck Shoe with Toecap

Slip on style, upper heavy weight canvas, 11oz or heavier cotton duck.
Elastic twin gore
Insole 6oz cotton sewn in
Extra thick basketball type sole, textured rubber, brown color
Heel 2 ply counter
Protective textured foxing
Sizes: Men 4-15, and Female starting size 6
Packed in cases of 12 or 24
Color: Navy

5. Night Shirt (Female)

Slip-over style, polyester/cotton fabric, industrial grade laundry fabric.
Sizes: Small – 6X. No Color Specified.

6. Mattress

Densified Polycore Mattress, Size: 30" x 75" x 4".
100% polyester densified batting.
No Color Specified.

Mattress to meet or exceed these tests:
State of California Penal Mattress Fire Safety Test – Laboratory report No. SP-80-1
National Bureau of Standards NBSIR77-1290 burn test under actual fire conditions. Standards were established to determine amount of toxic gasses present, amount of smoke present, degrees of temperature, and heat flux, ability of material to support combustion, and fire growth potential (flashover).
California Standard Bulletin 117 – testing the fire resistance of the resilient filling materials by vertical open flame test and horizontal cigarette test (DOC FF4-72).
ASTM D-1692 – rate of burning or extent of burning of cellular plastics using a supported specimen of horizontal screen.
DOC FF4-72 – flammability standard of mattresses.
ASTME-162 – surface flammability of materials using a radiant heat source.
Technical Bulletin 121 – "Flammability Test Procedure for Mattresses for use in High Risk Occupancies", State of California.
Motor Vehicle – MV 302
Aircraft Seating – FAR 25.853

English Flame Law – UK 5852 Ignition Source 2
National Fire Protection Agency - #260 and #261

7. Mattress Covers (12 oz. Staph Check Vinyl Cover)
Heavy Duty 12oz-3ply vinyl that is fire retardant and bacteria resistant. Vinyl to be reinforced with nylon webbing. Vinyl is flame resistant and bacteria resistant. No Color Specified.

Vinyl Cover must meet or exceed these tests:
Antimicrobial to protect the fabric – Test NYS63
Weight, oz. per sq. yd. – ASTM D3776
Flame Resistance – ASTM D6413
Cigarette Ignition – 16 CFR Part 1632
Breaking Strength, lbs. – ASTM D5034
Tear Strength, lbs. – ASTM D751/A
Adhesion (peel) lbs. / 2 inches – ASTM D751/Peel adhesion
Surface Resistivity, OHMS/SQ – AATCC 76
Seam Construction: all seams shall face the inside, except the end seam. Seams should be double needle lock stitched and sewn with a heavy gauge nylon thread to prevent inmate destruction.

8. Mattress Covers (Heavy Weight Twill Cover)
Heavy duty twill (6-8 oz.), color: off-white, to fit like an oversized pillow case (slip on to mattress), size: 30" x 75" x 6" (to fit mattresses 30" x 75" x 4" or 6"), must be able to withstand institutional washing and drying cycles.

9. Inmate Blanket
White color, 100% cotton material, closed weave to prevent snagging and discourage dismantling, size 66" x 90", weight, 3 lbs., per blanket or greater.

10. Inmate Bath Towel
White color, 100% cotton material, dense-looped terry, size 20" x 40", weight 5.5 lbs., per dozen.

11. Laundry Bag
White color, 100% knitted polyester material, withstands bleach, size 18" x 30", pull lock (with draw string) – closure style.

12. Laundry Bag (nets)
White color, 100% polyester mesh (with holes to allow for air and water exchange), size 18" x 24", tie-cord closure, with cloth ID tag.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items

specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County

Bidder's Company/Business Name: O.D. Taragin & Bros., LLC

Bidder's TAX ID Number: 20-0184309

Contact Person: Tehila Halpert **Title:** Contract Specialist

Phone Number (with area code): 410-276-7570

Alternate Phone Number if available (with area code): 800-633-1577

Fax Number (with area code): 410-276-1414

Email Address: Odtaragin@gmail.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

1400 Aliceanna Street
Address
Baltimore MD 21231
City, State, Zip Code

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:

O.D. Taragin & Bros., LLC
Company Name

1400 Hiceanna street
Address

Baltimore MD 21231
City State Zip

Tehila
Signature of Person Authorized to Sign

Tehila Halpert
Printed Name

Contract Specialist
Title

For clarification of this offer, contact:

Tehila Halpert
Name

410-276-7570 410-276-1414
Phone Fax

odtaragin@gmail.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies. 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

Item	Unit	Description	Size	Unit Price			
				Yellow	Navy Blue	Orange	Red
1	Each	Inmate Coveralls (Average Annual Order: 500-1000 of each color)	X-Sm	$	$	$	$
			Small	$	$	$	$
			Med	$	$	$	$
			Large	$	$	$	$
			X-L	$	$	$	$
			1X-L	$	$	$	$
			2X-L	$	$	$	$
			3X-L	$	$	$	$
			4X-L	$	$ No Bid	$	$
			5X-L	$	$	$	$
			6X-L	$	$	$	$
			7X-L	$	$	$	$
			8X-L	$	$	$	$
			9X-L	$	$	$	$
			10X-L	$	$	$	$
			11X-L	$	$	$	$
			12X-L	$	$	$	$
			13X-L	$	$	$	$
			14X-L	$	$	$	$
			15X-L	$	$	$	$

Item	Unit	Description	Size	Unit Price
2	Each	Inmate Jackets (unlined) USA made	X-Sm	$ 26.05
			Small	$ 26.05
			Med	$ 26.05
			Large	$ 26.05
			X-L	$ 26.05
			1X-L	$ 26.05
			2X-L	$ 26.05
			3X-L	$ 27.13
			4X-L	$ 27.13
			5X-L	$ 28.12
			6X-L	$ 28.12

Item	Unit	Description	Size	Unit Price
3	Each	Inmate Jackets (lined) USA made	X-Sm	$ 29.29
			Small	$ 29.29
			Med	$ 29.29
			Large	$ 29.29
			X-L	$ 29.29
			1X-L	$ 29.29
			2X-L	$ 29.29
			3X-L	$ 30.37
			4X-L	$ 30.37
			5X-L	$ 31.45
			6X-L	$ 31.45

Item	Unit	Description	Color	Size	Unit Price
4	Pair	Deck Shoe with Toecap	Navy Blue	5	$ 7.95
			Navy Blue	6	$ 7.95
			Navy Blue	7	$ 7.95
			Navy Blue	8	$ 7.95
			Navy Blue	9	$ 7.95
			Navy Blue	10	$ 7.95
			Navy Blue	11	$ 7.95
			Navy Blue	12	$ 7.95
			Navy Blue	13	$ 7.95
			Navy Blue	14	$ 7.95
			Navy Blue	15	$ 7.95

Item	Unit	Description	Size	Unit Price
5	Each	Night Shirt – Female. No Color Specified. (Average Annual Order: 100)	Small	$
			Medium	$
			Large	$
			1X	$
			2X	$ NO BID
			3X	$
			4X	$
			5X	$
			6X	$

Item	Unit	Description	Color	Size	Unit Price
6	Each	Mattress (Average Annual Order: 300)	No Color Specified	30"x75"x4"	$
7	Each	Mattress Cover (Average Annual Order: 300-500)	No Color Specified	30"x75"x4"	$ NO BID
8	Each	Mattress Cover Heavy Weight Twill	Off White	30" x 75" x 6"	
9	Each	Inmate Blanket (Average Annual Order: 500-1000)	White	66"x90"	$
10	Doz.	Inmate Bath Towel (Average Annual Order: 100-200 doz.)	White	30"x40"	$ 19.60
11	Each	Laundry Bag (Average Annual Order: 500)	White	18"x30"	$ NO BID
12	Each	Laundry Bag (mesh)	White	18" x 24"	

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

please see letter attached

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

1400 ALICEANNA ST
BALTIMORE, MD 21231
(410) 276-7570
FAX (410) 276-1414

O.D TARAGIN & BROS., LLC

Bid#_____

Clothing References

1. Commonwealth of VA
   Po Box 1199
   Richmond, VA 23218
   Contact: Kirby Battle 804-786-5414
   Fax 804-786-5413
   Contract 2015-2018
   kirby.battle@dgs.virginia.gov
   Annual dollar volume for 2016: $282,832.55

2. State of West Virginia
   1200 Quarrier St.
   Charleston, WV 25301
   Darlene Hovatter, Procurement Officer
   (304) 558-1826 Fax: (304) 558-1826
   Darlene.l.hovatter@wv.gov
   Contract: 2015-2018
   Annual dollar volume for 2016: $5,5408.18

3. Company: Commonwealth of Mass.
   1 Ashburton Place
   Boston, MA 02108
   Contact: Stephen Lyons
   Email: steve.lyons@state.ma.us
   Phone:(617) 720-3373
   Project:_CLO7 supplying of clothing and accessories and CLO8
   Dates of Service: 2015-2018
   Annual dollar volume for 2016: $12,050.95

4. County of Hudson
   Carmen Vega, Procurement Officer
   Phone:(201) 369-5252 Fax: N/A
   Email: cvega@hcnj.us
   Project: supplying of clothing and accessories
   Dates of Service: 12/11/2014 - present
   Annual dollar volume for 2016: $3862.90

5. State of Maryland Contact: Doris Jones
   Phone:(410) 767-1886 Fax: (410) 333-5509
   Email: doris.Jones@maryland.gov
   Project:_ supplying of clothing and accessories
   Dates of Service: 5/1/14 - 2017
   Annual dollar volume for 2016: $17,873.12

6. State of Delaware Contact: Courtney McCarty
   100 Enterprise Place, Suite 4
   Dover, DE 19904
   Phone:(302) 857-4550 Fax:(302) 739-3779
   Project: :_GSS 15070 supplying of clothing and accessories
   Dates of Service: 3/1/14 - present
   Annual dollar volume for 2016: $86,937.70

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.

O.D. Taragin & Bros., LLC
Bidder (Entity Name)

Tehila
Signature

1400 Aliceanna street
Street & Mailing Address

Tehila Halpert
Print Name

Baltimore MD 21231
City, State & Zip

3/22/2018
Date Signed

410-276-7570
Telephone Number

410-276-1414
Fax Number

odtaragin@gmail.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

N/A

1 **Name of vendor who has a business relationship with local governmental entity.**

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

N/A

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 9/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Tanya Halpert
Printed Name of Authorized Representative

Signature

Contract Specialist
Title

3/26/2018
Date

Bidder Shall Return Completed Form with Offer.

We buy these type of ITems complete & sell them. we were not able to find an HUB that will sell to us as oppose of selling directly to the government agancies.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: O.D. Taragin & Bros., LLC HUB: ☐ Yes ☑ No

HUB Status (Gender & Ethnicity): _____

Address: 1400 Aiseanna street (Street) Baltimore (City) MD (State) 21231 (Zip)

Phone (with area code): 410-276-7570 Fax (with area code): 410-276-1414

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: we buy these items complete & sell them. we weren't able to find an Hub that will sell us as opposed not lately to selling directly to the government agencies

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Tehila Halpert

Title: Tehila Contract Specialist

Signature: Tehila

Date: 3/26/2018

E-mail address: Oztaragin@gmail.com

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

Name (print or type): Kate Leitkowski

Title: Order agent

Date: 3/26/2018

E-mail address: K.leitkowski@rcn.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

☑ I certify that O.D. Taragin & Bros, Llc [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Baltimore Maryland (city and state).

Taxpayer Identification Number (T.I.N.):	20-0184309
Company Name submitting bid/proposal:	O.D. Taragin & Bros, Llc
Mailing address:	1400 Alicecama St. Baltimore MD 21231
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. None

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 Maryland COUNTY OF Baltimore City

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

on this day personally appeared _____, who
(name)

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

"I, Tehila Halpert (name) am a duly authorized officer of/agent

for O.D. Taragin & Bros, LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said O.D. Taragin & Bros, 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: O.D. Taragin & Bros, LLC

1400 Aliceanna St. Baltimore MD 21231

Fax: 410-276-1414 Telephone# 410-276-7570

by: Tehila Halpert (print name) Title: contract specialist

Signature: Tehila

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the 26th day of MARCH, 2018.

THOMAS F. QUINTIN
Notary Public
Howard County
Maryland
My Commission Expires Sept. 27, 2021

Thomas F. Quintin
Notary Public in and for
the State of MARYLAND

Bidder Shall Return Completed Form with Offer.

314

Sealed for

IFB 003/YS

Inmate clothing & supplies

Due: April 10 @ 11 AM

JEFFERSON COUNTY PURCHASING DEPT
1149 PEARL ST
BEAUMONT TX 77701-3938

RICK 14811

RECEIVED 10:49 AM MAR 29 2018

RECEIVED 10:49 AM MAR 29 2018

2 LBS 1 OF 1

(410) 276-7570
O D TARAGIN
1400 ALICEANNA STREET
BALTIMORE MD 21231 2857

SHIP TO:
JEFFERSON COUNTY PURCHASING DEPT
1ST FLOOR
1149 PEARL STREET
BEAUMONT TX 77701

TX 777 0-01

UPS GROUND
TRACKING #: 1Z 298 220 03 5217 8049

BILLING: P/P

SEE NOTICE ON REVERSE regarding UPS liability and waiver of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. It certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.

Original

Tabb Textiles Co., Inc 315
811 Pleasant Drive
Opelika, AL 36801

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

February 26, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm 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 or box. Bidders shall forward an original and three (3) 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 Inmate Clothing and Supplies for Jefferson County**
BID NO:	**IFB 18-003/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, April 10, 2018**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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 – February 28, 2018 & March 7, 2018

Tabb Textiles Co., Inc
511 Pleasant Drive
Opelika, AL 36801

IFB 18-003/YS
Term Contract for Inmate Clothing and Supplies for Jefferson County
Bids due: 11:00 AM CDT, Tuesday, April 10, 2018

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

http://www.co.jefferson.tx.us/purchasing/main.htm

Tabb Textiles Co., Inc
511 Pleasant Drive
Opelika, AL 36801

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st 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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include 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. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. 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.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

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

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

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

5. Signatures

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

Tabb Textiles Co., Inc
511 Pleasant Drive
Opelika, AL 36801

5. County Holidays

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year's

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. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

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

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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17. Currency

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

18. 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.

19. Notice to Proceed/Purchase Order

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

20. 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.

21. Definitions

"County" – Jefferson County, Texas.

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

22. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

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General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and

performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other

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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.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

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Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

Co., Inc
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(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (l) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (l) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

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attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

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Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. 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

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

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

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5. 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.

6. 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).

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

7. 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.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 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; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **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.

9.1.2 **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.

9.1.3 **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.

9.2 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.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 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.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 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

9.5.2 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.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 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.

9.8 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.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 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.

9.9.2 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.

9.9.3 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.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 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.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 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.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (email: ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 18-003/YS.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate clothing and supplies for use by the Jefferson County Correctional Facility.

Technical Specifications

All garments must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defective stitching, raw edges or loose threads. Garments not properly sewn or without adequate seams and hems will be rejected.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the products as requested.

1. Inmate Coveralls

Coveralls, raglan short sleeves. All seams 3 needle felled. Elastic back with woven heat resistant 1 1/2" elastic, to be sewn with 4 rows of stitching. Coverall shall be jointed at waist both front and back with 3 needle fell seams. There shall be one pocket over the left breast, double stitched and bar tacked. Six snap front to be 24 brass nickel plated guaranteed not to rust. Stainless steel snaps and/or grippers are not acceptable. The crotch shall be 3 needle lock stitched and have 2 bar tacks. The lapel shall extend to the raglan sleeve seam and be bar tacked where collar, lapel and raglan seam meet. Fabric shall be 7 1/2oz twill, 65% polyester/ 35% combed cotton. Fabric shall be industrial laundry finish, maximum shrinkage: 3%. Labels shall be woven polyester, 2 1/2" x 1 1/4", color coded by size. All 3 needle seams shall be cleanly finished and have no raw edges. All thread to be the same color as the garment. Sizes: X-Sm – 15X-L.

"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

Vendor shall supply with the bid a sample coverall in either orange or yellow and a color swatch for the other coverall colors. Samples not will not be returned. If cloth is different for each color coverall, a sample of each coverall shall be required.

Colors: Yellow – with "COUNTY JAIL" in 3" black lettering

Navy Blue – with "COUNTY JAIL" in 3" white lettering

Orange – with "COUNTY JAIL" in 3" white lettering

Red – with "COUNTY JAIL" in 3" white lettering

2. Inmate Jackets (Unlined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.

Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length. **"COUNTY JAIL"** shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

3. Inmate Jackets (Lined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.
Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length.
100% polyester, shrink-resistant blanket lining
"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

4. Deck Shoe with Toecap

Slip on style, upper heavy weight canvas, 11oz or heavier cotton duck.
Elastic twin gore
Insole 6oz cotton sewn in
Extra thick basketball type sole, textured rubber, brown color
Heel 2 ply counter
Protective textured foxing
Sizes: Men 4-15, and Female starting size 6
Packed in cases of 12 or 24
Color: Navy

5. Night Shirt (Female)

Slip-over style, polyester/cotton fabric, industrial grade laundry fabric.
Sizes: Small – 6X. No Color Specified.

6. Mattress

Densified Polycore Mattress, Size: 30" x 75" x 4".
100% polyester densified batting.
No Color Specified.

Mattress to meet or exceed these tests:
State of California Penal Mattress Fire Safety Test – Laboratory report No. SP-80-1
National Bureau of Standards NBSIR77-1290 burn test under actual fire conditions. Standards were established to determine amount of toxic gasses present, amount of smoke present, degrees of temperature, and heat flux, ability of material to support combustion, and fire growth potential (flashover).
California Standard Bulletin 117 – testing the fire resistance of the resilient filling materials by vertical open flame test and horizontal cigarette test (DOC FF4-72).
ASTM D-1692 – rate of burning or extent of burning of cellular plastics using a supported specimen of horizontal screen.
DOC FF4-72 – flammability standard of mattresses.
ASTME-162 – surface flammability of materials using a radiant heat source.
Technical Bulletin 121 – "Flammability Test Procedure for Mattresses for use in High Risk Occupancies", State of California.
Motor Vehicle – MV 302
Aircraft Seating – FAR 25.853

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English Flame Law – UK 5852 Ignition Source 2
National Fire Protection Agency - #260 and #261

7. Mattress Covers (12 oz. Staph Check Vinyl Cover)
Heavy Duty 12oz-3ply vinyl that is fire retardant and bacteria resistant. Vinyl to be reinforced with nylon webbing. Vinyl is flame resistant and bacteria resistant. No Color Specified.

Vinyl Cover must meet or exceed these tests:
Antimicrobial to protect the fabric – Test NYS63
Weight, oz. per sq. yd. – ASTM D3776
Flame Resistance – ASTM D6413
Cigarette Ignition – 16 CFR Part 1632
Breaking Strength, lbs. – ASTM D5034
Tear Strength, lbs. – ASTM D751/A
Adhesion (peel) lbs. / 2 inches – ASTM D751/Peel adhesion
Surface Resistivity, OHMS/SQ – AATCC 76
Seam Construction: all seams shall face the inside, except the end seam. Seams should be double needle lock stitched and sewn with a heavy gauge nylon thread to prevent inmate destruction.

8. Mattress Covers (Heavy Weight Twill Cover)
Heavy duty twill (6-8 oz.), color: off-white, to fit like an oversized pillow case (slip on to mattress), size: 30" x 75" x 6" (to fit mattresses 30" x 75" x 4" or 6"), must be able to withstand institutional washing and drying cycles.

9. Inmate Blanket
White color, 100% cotton material, closed weave to prevent snagging and discourage dismantling, size 66" x 90", weight, 3 lbs., per blanket or greater.

10. Inmate Bath Towel
White color, 100% cotton material, dense-looped terry, size 20" x 40", weight 5.5 lbs., per dozen.

11. Laundry Bag
White color, 100% knitted polyester material, withstands bleach, size 18" x 30", pull lock (with draw string) – closure style.

12. Laundry Bag (nets)
White color, 100% polyester mesh (with holes to allow for air and water exchange), size 18" x 24", tie-cord closure, with cloth ID tag.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

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Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. **Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items**

specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

Tabb Textiles Co., Inc
511 Pleasant Drive
Opelika, AL 36801

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County

Bidder's Company/Business Name: Tabb Textiles Co; Inc

Bidder's TAX ID Number: 06-1169698

Contact Person: Marsha Thrift **Title:** Contract Administrator

Phone Number (with area code): 334-745-6762

Alternate Phone Number if available (with area code):

Fax Number (with area code): 334-745-2377

Email Address: marsha@textilegroup.net

Mailing Address (Please provide a physical address for bid bond return, if applicable):

511 Pleasant Drive
Address
Opelika, AL 36801
City, State, Zip Code

Tabb Textiles Co., Inc
511 Pleasant Drive
Opelika, AL 36801

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): None, _____, _____, _____.

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

Tabb Textiles Co; Inc
Company Name

511 Pleasant Drive
Address

Opelika AL 36801
City State Zip

Alan Fenster
Signature of Person Authorized to Sign

Alan Fenster
Printed Name

President
Title

For clarification of this offer, contact:

Marsha Thrift
Name

334-745-6762 / 334-745-2377
Phone Fax

marsha@textilegroup.net
E-mail

Bidder Shall Return Completed Form with Offer.

Tabb Textiles Co., Inc
511 Pleasant Drive
Opelika, AL 36801

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies. 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.

Tabb Textiles Co., Inc
511 Pleasant Drive
Opelika, AL 36801

Bid Form

Item	Unit	Description	Size	Unit Price			
				Yellow	Navy Blue	Orange	Red
1	Each	Inmate Coveralls (Average Annual Order: 500-1000 of each color)	X-Sm	$	$	$	$
			Small	$	$	$	$
			Med	$	$	$	$
			Large	$	$	$	$
			X-L	$	$	$	$
			1X-L	$	$	$	$
			2X-L	$	$	$	$
			3X-L	$	$	$	$
			4X-L	$	$	$	$
			5X-L	$	$	$	$
			6X-L	$	$	$	$
			7X-L	$	$	$	$
			8X-L	$	$	$	$
			9X-L	$	$	$	$
			10X-L	$	$	$	$
			11X-L	$	$	$	$
			12X-L	$	$	$	$
			13X-L	$	$	$	$
			14X-L	$	$	$	$
			15X-L	$	$	$	$

Tabb Textiles Co., Inc
511 Pleasant Drive
Opelika, AL 36801

Item	Unit	Description	Size	Unit Price
2	Each	Inmate Jackets (unlined)	X-Sm	$
			Small	$
			Med	$ 7.00
			Large	$
			X-L	$
			1X-L	$ 8.50
			2X-L	$
			3X-L	$
			4X-L	$
			5X-L	$
			6X-L	$

Item	Unit	Description	Size	Unit Price
3	Each	Inmate Jackets (lined)	X-Sm	$
			Small	$ 7.00
			Med	$
			Large	$
			X-L	$ 8.50
			1X-L	$
			2X-L	$
			3X-L	$
			4X-L	$
			5X-L	$
			6X-L	$

Item	Unit	Description	Color	Size	Unit Price
4	Pair	Deck Shoe with Toecap	Navy Blue	5	$
			Navy Blue	6	$
			Navy Blue	7	$
			Navy Blue	8	$
			Navy Blue	9	$
			Navy Blue	10	$
			Navy Blue	11	$
			Navy Blue	12	$
			Navy Blue	13	$
			Navy Blue	14	$
			Navy Blue	15	$

Item	Unit	Description	Size	Unit Price
5	Each	Night Shirt – Female. No Color Specified. (Average Annual Order: 100)	Small	$
			Medium	$
			Large	$
			1X	$
			2X	$
			3X	$
			4X	$
			5X	$
			6X	$

Item	Unit	Description	Color	Size	Unit Price
6	Each	Mattress (Average Annual Order: 300)	No Color Specified	30"x75"x4"	$ No Bid
7	Each	Mattress Cover (Average Annual Order: 300-500)	No Color Specified	30"x75"x4"	$ No Bid
8	Each	Mattress Cover Heavy Weight Twill	Off White	30" x 75" x 6"	$ 8.00 ea
9	Each	Inmate Blanket (Average Annual Order: 500-1000)	White	66"x90"	$ 5.60 ea
10	Doz.	Inmate Bath Towel (Average Annual Order: 100-200 doz.)	White	30"x40"	$ 9.15 dz
11	Each	Laundry Bag (Average Annual Order: 500)	White	18"x30"	$ No Bid
12	Each	Laundry Bag (mesh)	White	18" x 24"	No Bid

Tabb Textiles Co., Inc
611 Pleasant Drive
Opelika, AL 36801

Acknowledgment of Addenda (if any): None

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Tabb Textile Co., Inc.

Customer References

	Name / Address	Contact Person email address	Phone Number Fax number	Products Supplied	Years Selling to
1	UNICOR Federal Prison Industries 400 First Street, NW Washington, DC 20534	Paul Campbell paul.campbell@usdoj.gov $3 Million annual sales volume	(202) 305-3702 (202) 305-7344	Various Fabrics	15 + years
2	Alabama Correctional Industries 8966 U.S. Hwy 231 North Wetumpka, AL 36092	Forrest Farmer forrest.farmer@doc.alabama.gov $1.5 Million annual sales volume	(334) 549-1551 (334) 567-4196	Various Fabrics	20+ years
3	North Carolina Correctional Enterprises 22385 McGirts Bridge Road Laurinburg, NC 28353	Sharon Jones Sharon.jones@ncdps.gov $2 Million Annual sales volume	(910) 844-5646 x1132 (910) 844-5063	Various Fabrics	20+ years
4	State of Illinois - CMS - PSD 801 Stratton Office Building Springfield, IL 62706	Carol Pinkerton carol.pinkerton@illinois.gov	(217) 557-0975	Finished Goods	20+ years
5	Georgia Industries for the Blind 700 Faceville Hwy Bainbridge, GA 39819	Teresa Roberts Teresa.f.roberts@dol.state.ga.us	(229) 248-2407 (229) 248-2669	Fabrics	15+ years
6	Virginia Correctional Enterprises 8030 White Bark Terrace North Chesterfield, VA 23237	Judy Bullard judith.bullard@vadoc.virginia.gov $1 Million annual sales volume	(434) 575-5270 (434) 575-5743	Fabrics	20+ years

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Tabb Textiles Co., Inc
511 Pleasant Drive
Opelika, AL 36801

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.

Tabb Textiles Co; Inc Bidder (Entity Name)	Alan Fenster Signature
511 Pleasant Drive Street & Mailing Address	Alan Fenster Print Name
Opelika, AL 36801 City, State & Zip	4-6-2018 Date Signed
334-745-6762 Telephone Number	334-745-2377 Fax Number
tabb@textilegroup.net E-mail Address	

Bidder Shall Return Completed Form with Offer.

Tabb Textiles Co., Inc
811 Pleasant Drive
Opelika, AL 36801

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Tabb Textiles Co; Inc

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

None
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

☐ Yes ☐ No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No N/A

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No N/A

D. Describe each employment or business and family relationship with the local government officer named in this section.

None

4 Signature of vendor doing business with the governmental entity — Date: 4-6-2018

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Tabb Textiles Co., Inc
511 Pleasant Drive
Opelika, AL 36801

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

None

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Not Applicable

...extiles Co., Inc
511 Pleasant Drive
Opelika, AL 36801

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
* **If necessary, please use a separate sheet to answer the above questions.**

Alan Fenster
Printed Name of Authorized Representative

Alan Fenster
Signature

President
Title

4-6-2018
Date

Bidder Shall Return Completed Form with Offer.

This Company will perform all work necessary to fulfill the Contract.

Tallo Textiles Co., I
911 Pleasant Drive
Opelika, AL 36801

Co., Inc
asant Drive
pelika, AL 36801

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Alan Fenster — Alan Fenster — 4-6-2018
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.

Tabb Textiles Co., Inc
511 Pleasant Drive
Opelika, AL 36801

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: Tabb Textiles Co; Inc HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): _____

Address: 511 Pleasant Drive (Street) Opelika (City) AL (State) 36801 (Zip)

Phone (with area code): 334-745-6762 Fax (with area code): 334-745-2377

Project Title & No.: Inmate Clothing & Supplies IFB/RFP No.: IFB 18-03/YS

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.

Tabb Textiles Co., Inc
511 Pleasant Drive
Opelika, AL 36801 354

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Tabb Textiles Co., Inc
511 Pleasant Drive
Opelika, AL 36801

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☒ Other: No Subcontracting opportunity exists

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: None

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Tabb Textiles Co., Inc
511 Pleasant Drive
Opelika, AL 36801

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Alan Fenster

Title: President

Signature: Alan Fenster

Date: 4-6-2018

E-mail address: tabb@textilegroup.net

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

Name (print or type): Rusty Langford

Title: CEO/VP

Date: 4-6-2018

E-mail address: rusty@textilegroup.net

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 Tabb Textiles Co; Inc. [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ Opelika, AL (city and state).

Taxpayer Identification Number (T.I.N.):	06-1169698
Company Name submitting bid/proposal:	Tabb Textiles Co; Inc
Mailing address:	P.O. Box 2707; Opelika, AL 36801
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
None	

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

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

Bidder Shall Return Completed Form with Offer.

Tabb Textiles Co., Inc
511 Pleasant Drive
Opelika, AL 36801

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 Alabama COUNTY OF Lee

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

on this day personally appeared Alan Fenster (name), who

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

"I, Alan Fenster, President (name) am a duly authorized officer of/agent

for Tabb Textiles Co; Inc (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Tabb Textiles Co; Inc (name of firm).

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

Name and address of bidder: Tabb Textiles Co; Inc

511 Pleasant Drive; Opelika AL 36801

Fax: 334-745-2377 Telephone# 334-745-6762

by: Alan Fenster (print name) Title: President

Signature: Alan Fenster

SUBSCRIBED AND SWORN to before me by the above-named

Alan Fenster on

this the 10th day of April, 2018.

Marsha Thrift

Notary Public in and for

the State of Alabama

Marsha Thrift, Notary Public
ALABAMA STATE AT LARGE
My Commission Expires : 08-17-2019

Bidder Shall Return Completed Form with Offer.

SEALED BID ENCLOSED

Bid # IFB 18-003/YS
Due: 4/10/18 @ 11:00 am
"Inmate Clothing & Supplies"

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

ORIGIN ID:LGCB (334) 745-6762
MARSHA THRIFT
TABB TEXTILE CO. INC.
511 PLEASANT DRIVE

OPELIKA, AL 36801
UNITED STATES US

SHIP DATE: 06APR18
ACTWGT: 3.00 LB MAN
CAD: 0306345/CAFE3111

BILL SENDER

TO

JEFFERSON COUNTY PURCHASING DEPT
1149 PEARL STREET, 1ST FLOOR

BEAUMONT TX 77701
(409) 835-8593
REF: BID # IFB 18-003/YS

546C/6913/253C1

FedEx Express

J17101612001ver

MON - 09 APR 3:00P
STANDARD OVERNIGHT

TRK# 0201 6740 1649 9254

SF BPTA

77701
TX-US IAH

2. Place label in shipping pouch and affix it to your shipment.

RECEIVED 11:55 AM APR 09 2018

mall Bo

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

February 26, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm 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 or box. Bidders shall forward an original and three (3) 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 Inmate Clothing and Supplies for Jefferson County**
BID NO:	**IFB 18-003/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, April 10, 2018**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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 – February 28, 2018 & March 7, 2018

IFB 18-003/YS
Term Contract for Inmate Clothing and Supplies for Jefferson County
Bids due: 11:00 AM CDT, Tuesday, April 10, 2018

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

http://www.co.jefferson.tx.us/purchasing/main.htm

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st 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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include 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. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. 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.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

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

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

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

5. Signatures

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

5. County Holidays

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year's

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. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

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

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Currency

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

18. 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.

19. Notice to Proceed/Purchase Order

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

20. 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.

21. Definitions

"County" – Jefferson County, Texas.

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

22. 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 Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

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

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

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

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and

performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other

obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (l) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (l) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. 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

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. 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.

6. 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).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. 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.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 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; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **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.

9.1.2 **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.

9.1.3 **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.

9.2 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.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 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.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 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

9.5.2 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.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 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.

9.8 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.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 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.

9.9.2 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.

9.9.3 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.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 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.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 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.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (email: ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 18-003/YS.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate clothing and supplies for use by the Jefferson County Correctional Facility.

Technical Specifications

All garments must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defective stitching, raw edges or loose threads. Garments not properly sewn or without adequate seams and hems will be rejected.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the products as requested.

1. Inmate Coveralls

Coveralls, raglan short sleeves. All seams 3 needle felled. Elastic back with woven heat resistant 1 1/2" elastic, to be sewn with 4 rows of stitching. Coverall shall be jointed at waist both front and back with 3 needle fell seams. There shall be one pocket over the left breast, double stitched and bar tacked. Six snap front to be 24 brass nickel plated guaranteed not to rust. Stainless steel snaps and/or grippers are not acceptable. The crotch shall be 3 needle lock stitched and have 2 bar tacks. The lapel shall extend to the raglan sleeve seam and be bar tacked where collar, lapel and raglan seam meet. Fabric shall be 7 1/2oz twill, 65% polyester/ 35% combed cotton. Fabric shall be industrial laundry finish, maximum shrinkage: 3%. Labels shall be woven polyester, 2 1/2" x 1 1/4", color coded by size. All 3 needle seams shall be cleanly finished and have no raw edges. All thread to be the same color as the garment. Sizes: X-Sm – 15X-L.

"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

Vendor shall supply with the bid a sample coverall in either orange or yellow and a color swatch for the other coverall colors. Samples not will not be returned. If cloth is different for each color coverall, a sample of each coverall shall be required.

Colors: Yellow – with "COUNTY JAIL" in 3" black lettering

Navy Blue – with "COUNTY JAIL" in 3" white lettering

Orange – with "COUNTY JAIL" in 3" white lettering

Red – with "COUNTY JAIL" in 3" white lettering

2. Inmate Jackets (Unlined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.

Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length. **"COUNTY JAIL"** shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

3. Inmate Jackets (Lined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.
Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length.
100% polyester, shrink-resistant blanket lining
"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

4. Deck Shoe with Toecap

Slip on style, upper heavy weight canvas, 11oz or heavier cotton duck.
Elastic twin gore
Insole 6oz cotton sewn in
Extra thick basketball type sole, textured rubber, brown color
Heel 2 ply counter
Protective textured foxing
Sizes: Men 4-15, and Female starting size 6
Packed in cases of 12 or 24
Color: Navy

5. Night Shirt (Female)

Slip-over style, polyester/cotton fabric, industrial grade laundry fabric.
Sizes: Small – 6X. No Color Specified.

6. Mattress

Densified Polycore Mattress, Size: 30" x 75" x 4".
100% polyester densified batting.
No Color Specified.

Mattress to meet or exceed these tests:
State of California Penal Mattress Fire Safety Test – Laboratory report No. SP-80-1
National Bureau of Standards NBSIR77-1290 burn test under actual fire conditions. Standards were established to determine amount of toxic gasses present, amount of smoke present, degrees of temperature, and heat flux, ability of material to support combustion, and fire growth potential (flashover).
California Standard Bulletin 117 – testing the fire resistance of the resilient filling materials by vertical open flame test and horizontal cigarette test (DOC FF4-72).
ASTM D-1692 – rate of burning or extent of burning of cellular plastics using a supported specimen of horizontal screen.
DOC FF4-72 – flammability standard of mattresses.
ASTME-162 – surface flammability of materials using a radiant heat source.
Technical Bulletin 121 – "Flammability Test Procedure for Mattresses for use in High Risk Occupancies", State of California.
Motor Vehicle – MV 302
Aircraft Seating – FAR 25.853

English Flame Law – UK 5852 Ignition Source 2
National Fire Protection Agency - #260 and #261

7. Mattress Covers (12 oz. Staph Check Vinyl Cover)
Heavy Duty 12oz-3ply vinyl that is fire retardant and bacteria resistant. Vinyl to be reinforced with nylon webbing. Vinyl is flame resistant and bacteria resistant. No Color Specified.

Vinyl Cover must meet or exceed these tests:
Antimicrobial to protect the fabric – Test NYS63
Weight, oz. per sq. yd. – ASTM D3776
Flame Resistance – ASTM D6413
Cigarette Ignition – 16 CFR Part 1632
Breaking Strength, lbs. – ASTM D5034
Tear Strength, lbs. – ASTM D751/A
Adhesion (peel) lbs. / 2 inches – ASTM D751/Peel adhesion
Surface Resistivity, OHMS/SQ – AATCC 76
Seam Construction: all seams shall face the inside, except the end seam. Seams should be double needle lock stitched and sewn with a heavy gauge nylon thread to prevent inmate destruction.

8. Mattress Covers (Heavy Weight Twill Cover)
Heavy duty twill (6-8 oz.), color: off-white, to fit like an oversized pillow case (slip on to mattress), size: 30" x 75" x 6" (to fit mattresses 30" x 75" x 4" or 6"), must be able to withstand institutional washing and drying cycles.

9. Inmate Blanket
White color, 100% cotton material, closed weave to prevent snagging and discourage dismantling, size 66" x 90", weight, 3 lbs., per blanket or greater.

10. Inmate Bath Towel
White color, 100% cotton material, dense-looped terry, size 20" x 40", weight 5.5 lbs., per dozen.

11. Laundry Bag
White color, 100% knitted polyester material, withstands bleach, size 18" x 30", pull lock (with draw string) – closure style.

12. Laundry Bag (nets)
White color, 100% polyester mesh (with holes to allow for air and water exchange), size 18" x 24", tie-cord closure, with cloth ID tag.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items

specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County

Bidder's Company/Business Name: Uniforms Manufacturing, Inc.

Bidder's TAX ID Number: 38-2198994

Contact Person: Kimly Tran **Title:** Sales Representative

Phone Number (with area code): 480-368-9316 x 105

Alternate Phone Number if available (with area code): N/A

Fax Number (with area code): 480-368-8556

Email Address: kimly@umidirect.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

7575 E. Redfield Rd. #131
Address

Scottsdale, AZ, 85260
City, State, Zip Code

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:

Uniforms Manufacturing
Company Name

7575 E. Redfield Rd #131
Address

Scottsdale, AZ, 85260
City State Zip

Kimly Tran
Signature of Person Authorized to Sign

Kimly Tran
Printed Name

Sales Representative
Title

For clarification of this offer, contact:

Kimly Tran
Name

480-368-9316 X105 480-368-8556
Phone Fax

Kimly@unidirect.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Inmate Clothing and Supplies for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies. 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

Item	Unit	Description	Size	Unit Price			
				Yellow	Navy Blue	Orange	Red
1	Each	Inmate Coveralls (Average Annual Order: 500-1000 of each color)	X-Sm	$11.49	$10.99	$11.49	$11.49
			Small	$11.49	$10.99	$11.49	$11.49
			Med	$11.49	$10.99	$11.49	$11.49
			Large	$11.49	$10.99	$11.49	$11.49
			X-L	$11.49	$10.99	$11.49	$11.49
			1X-L	$11.75	$11.60	$11.75	$11.75
			2X-L	$11.75	$11.60	$11.75	$11.75
			3X-L	$11.75	$11.60	$11.75	$11.75
			4X-L	$11.75	$11.60	$11.75	$11.75
			5X-L	$12.00	$12.00	$12.00	$12.00
			6X-L	$13.00	$13.00	$13.00	$13.00
			7X-L	$14.00	$14.00	$14.00	$14.00
			8X-L	$14.00	$14.00	$14.00	$14.00
			9X-L	$14.00	$14.00	$14.00	$14.00
			10X-L	$14.00	$14.00	$14.00	$14.00
			11X-L	$16.00	$16.00	$16.00	$16.00
			12X-L	$17.00	$17.00	$17.00	$17.00
			13X-L	$18.00	$18.00	$18.00	$18.00
			14X-L	$19.00	$19.00	$19.00	$19.00
			15X-L	$19.00	$19.00	$19.00	$19.00

Item	Unit	Description	Size	Unit Price
2	Each	Inmate Jackets (unlined)	X-Sm	$13.72
			Small	$13.72
			Med	$13.72
			Large	$13.72
			X-L	$13.72
			1X-L	$14.40
			2X-L	$14.40
			3X-L	$14.40
			4X-L	$14.40
			5X-L	$15.00
			6X-L	$15.00

Item	Unit	Description	Size	Unit Price
3	Each	Inmate Jackets (lined)	X-Sm	$18.40
			Small	$18.40
			Med	$18.40
			Large	$18.40
			X-L	$18.40
			1X-L	$18.40
			2X-L	$18.40
			3X-L	$18.40
			4X-L	$18.90
			5X-L	$18.90
			6X-L	$18.90

Item	Unit	Description	Color	Size	Unit Price
4	Pair	Deck Shoe with Toecap	Navy Blue	5	$ NB
			Navy Blue	6	$ NB
			Navy Blue	7	$ NB
			Navy Blue	8	$ NB
			Navy Blue	9	$ NB
			Navy Blue	10	$ NB
			Navy Blue	11	$ NB
			Navy Blue	12	$ NB
			Navy Blue	13	$ NB
			Navy Blue	14	$ NB
			Navy Blue	15	$ NB
Item	**Unit**	**Description**		**Size**	**Unit Price**
5	Each	Night Shirt – Female. No Color Specified. (Average Annual Order: 100)		Small	$ 6.35
				Medium	$ 6.35
				Large	$ 6.35
				1X	$ 6.35
				2X	$ 6.35
				3X	$ 6.35
				4X	$ 6.35
				5X	$ 6.35
				6X	$ 6.35
Item	**Unit**	**Description**	**Color**	**Size**	**Unit Price**
6	Each	Mattress (Average Annual Order: 300)	No Color Specified	30"x75"x4"	$ NB
7	Each	Mattress Cover (Average Annual Order: 300-500)	No Color Specified	30"x75"x4"	$ NB
8	Each	Mattress Cover Heavy Weight Twill	Off White	30" x 75" x 6"	NB
9	Each	Inmate Blanket (Average Annual Order: 500-1000)	White	66"x90"	$ NB
10	Doz.	Inmate Bath Towel (Average Annual Order: 100-200 doz.)	White	30"x40"	$ NB
11	Each	Laundry Bag (Average Annual Order: 500)	White	18"x30"	$ NB
12	Each	Laundry Bag (mesh)	White	18" x 24"	NB

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ 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.

Uniforms Manufacturing
Bidder (Entity Name)

Kimly Tran
Signature

7575E. Redfield Rd. #131
Street & Mailing Address

Kimly Tran
Print Name

Scottsdale, AZ, 85260
City, State & Zip

March 21st 2018
Date Signed

480-368-9316 x105
Telephone Number

480-368-8556
Fax Number

Kimly@umidirect.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity — Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

N/A

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes	☒ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☒ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☒ No	3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☒ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
☐ Yes	☒ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☒ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Kimly Tran
Printed Name of Authorized Representative

Kimly Tran
Signature

Sales Representative
Title

3/21/2018
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: N/A HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: N/A HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: N/A

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 Uniforms Manufacturing [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Scottsdale, Arizona (city and state).

Taxpayer Identification Number (T.I.N.):	38-2198994
Company Name submitting bid/proposal:	Uniforms Manufacturing
Mailing address:	P.O. Box 12716 Scottsdale, AZ, 85267
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 Arizona COUNTY OF Maricopa

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Arizona,

on this day personally appeared Susan Polo (name), who

after being by me duly sworn, did depose and say:

"I, Kimly Tran (name) am a duly authorized officer of/agent

for Uniforms manufacturing (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Uniforms Manufacturing (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: Uniforms Manufacturing
7575 E. Redfield Rd. #131 Scottsdale, AZ, 85260

Fax: 480-368-8556 Telephone# 480-368-9311 ext 105

by: Kimly Tran (print name) Title: Sales Representative

Signature: Kimly Tran

SUBSCRIBED AND SWORN to before me by the above-named Kimly Tran on

this the 21st day of March, 2018.

SUSAN POLO
NOTARY PUBLIC, ARIZONA
MARICOPA COUNTY
My Commission Expires
July 26, 2020

Susan Polo
Notary Public in and for
the State of ARIZONA

Bidder Shall Return Completed Form with Offer.

Uniforms Manufacturing Inc.

CUSTOMER REFERENCES

Washington County Sheriff's Office
215 SW Adams Ave., Suite 33
Hillsboro, OR 97123
Contact: Elaine Flynn
Elaine_flynn@co.washington.or.us
(503) 846-6875 Phone
(503) 846-6876 Fax
Commodities Sold: Inmate Apparel

Department of Homeland Security
Buffalo Federal Detention Facility
4250 Federal Drive
Batavia, NY 14020
Contact: Beth Ann Chase
Beth.A.Chase@ice.dhs.gov
(858) 344-6510 Phone
Commodities Sold: Inmate Apparel

State of Alabama
100 N. Union Street
Montgomery, AL 36130
Contact: Bryan Matthews
Bryan.Matthews@purchasing.alabama.gov
(334) 353-5433 Phone
Commodities sold: Various forms of industrial wearing apparel

State of Illinois
801 Stratton Office Building
401 South Spring Street
Springfield, IL 62706
Contact: Carol Pinkerton
carol.pinkerton@illinois.gov
(217) 557-0975 Phone
(217) 782-5187 Fax
Commodities sold: Various forms of industrial wearing apparel

Dallas County Sheriff
509 Main Street – Room 407
Dallas, TX 75202
Contact: Debra Morris
Debra.Morris@dallascounty.org
(214) 653-7933 Phone
(214) 653-7878 Fax
Commodities sold: Inmate Apparel

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Uniforms Manufacturing Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 12716

Requester's name and address (optional)

6 City, state, and ZIP code
Scottsdale, AZ 85267

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
3 8 - 2 1 9 8 9 9 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/21/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

UNIFORMS MANUFACTURING, INC. 1 LBS 1 OF 1
(800) 222-1474
UNIFORMS MANUFACTURING, INC.
7575 E. REDFIELD RD #131
SCOTTSDALE AZ 85257

SHIP TO:
DEBORAH L. CLARK
(409) 835-8593
JEFFERSON COUNTY PURCHASING DEPT.
1149 PEARL STREET, 1ST FLOOR
BEAUMONT TX 77701

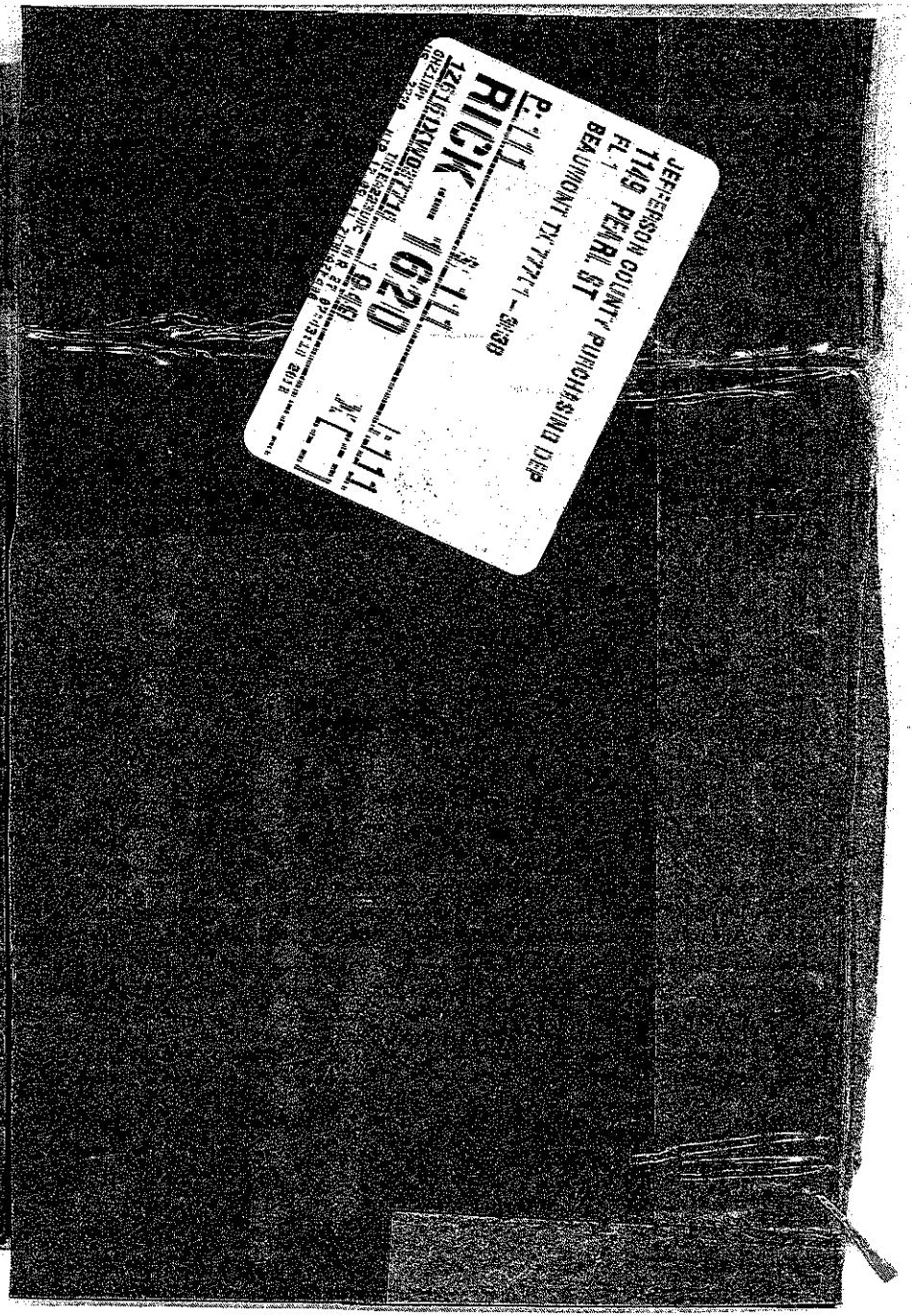
TX 777 0-01

UPS GROUND
TRACKING #: 1Z 615 1XW 03 7716 1949

BILLING: P/P

REF 1:BID # IFB-18-003/YS
REF 2:OPENING DATE: 4/10/2018 @11AM (CDT)
WS 21.0.16 Zebra ZP 450 97.0A 01/2018

SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.
ORD # 1216



original

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

February 26, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name markéd on the outside of the envelope or box. Bidders shall forward an original and three (3) 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 Inmate Clothing and Supplies for Jefferson County**
BID NO:	**IFB 18-003/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, April 10, 2018**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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 – February 28, 2018 & March 7, 2018

IFB 18-003/YS
Term Contract for Inmate Clothing and Supplies for Jefferson County
Bids due: 11:00 AM CDT, Tuesday, April 10, 2018

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

http://www.co.jefferson.tx.us/purchasing/main.htm

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st 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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include 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. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. 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.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

5. County Holidays

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year's

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. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

18. 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.

19. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

20. 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.

21. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

22. 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 Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and

performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other

obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (l) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (l) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. 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

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. 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.

6. 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).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. 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.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 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; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **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.

9.1.2 **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.

9.1.3 **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.

9.2 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.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 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.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 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

9.5.2 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.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 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.

9.8 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.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 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.

9.9.2 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.

9.9.3 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.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 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.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 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.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (email: ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 18-003/YS.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate clothing and supplies for use by the Jefferson County Correctional Facility.

Technical Specifications

All garments must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defective stitching, raw edges or loose threads. Garments not properly sewn or without adequate seams and hems will be rejected.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the products as requested.

1. Inmate Coveralls

Coveralls, raglan short sleeves. All seams 3 needle felled. Elastic back with woven heat resistant 1 1/2" elastic, to be sewn with 4 rows of stitching. Coverall shall be jointed at waist both front and back with 3 needle fell seams. There shall be one pocket over the left breast, double stitched and bar tacked. Six snap front to be 24 brass nickel plated guaranteed not to rust. Stainless steel snaps and/or grippers are not acceptable. The crotch shall be 3 needle lock stitched and have 2 bar tacks. The lapel shall extend to the raglan sleeve seam and be bar tacked where collar, lapel and raglan seam meet. Fabric shall be 7 1/2oz twill, 65% polyester/ 35% combed cotton. Fabric shall be industrial laundry finish, maximum shrinkage: 3%. Labels shall be woven polyester, 2 1/2" x 1 1/4", color coded by size. All 3 needle seams shall be cleanly finished and have no raw edges. All thread to be the same color as the garment. Sizes: X-Sm – 15X-L.

"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

Vendor shall supply with the bid a sample coverall in either orange or yellow and a color swatch for the other coverall colors. Samples not will not be returned. If cloth is different for each color coverall, a sample of each coverall shall be required.

Colors: Yellow – with "COUNTY JAIL" in 3" black lettering

Navy Blue – with "COUNTY JAIL" in 3" white lettering

Orange – with "COUNTY JAIL" in 3" white lettering

Red – with "COUNTY JAIL" in 3" white lettering

2. Inmate Jackets (Unlined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.

Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length. **"COUNTY JAIL"** shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

3. Inmate Jackets (Lined)

65% Poly/35% cotton denim, 7.5 oz., no lining.
Color: Orange
Machine washable
Five thread serger stitching, 12 inches per inch.
Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length.
100% polyester, shrink-resistant blanket lining
"COUNTY JAIL" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

4. Deck Shoe with Toecap

Slip on style, upper heavy weight canvas, 11oz or heavier cotton duck.
Elastic twin gore
Insole 6oz cotton sewn in
Extra thick basketball type sole, textured rubber, brown color
Heel 2 ply counter
Protective textured foxing
Sizes: Men 4-15, and Female starting size 6
Packed in cases of 12 or 24
Color: Navy

5. Night Shirt (Female)

Slip-over style, polyester/cotton fabric, industrial grade laundry fabric.
Sizes: Small – 6X. No Color Specified.

6. Mattress

Densified Polycore Mattress, Size: 30" x 75" x 4".
100% polyester densified batting.
No Color Specified.

Mattress to meet or exceed these tests:
State of California Penal Mattress Fire Safety Test – Laboratory report No. SP-80-1
National Bureau of Standards NBSIR77-1290 burn test under actual fire conditions. Standards were established to determine amount of toxic gasses present, amount of smoke present, degrees of temperature, and heat flux, ability of material to support combustion, and fire growth potential (flashover).
California Standard Bulletin 117 – testing the fire resistance of the resilient filling materials by vertical open flame test and horizontal cigarette test (DOC FF4-72).
ASTM D-1692 – rate of burning or extent of burning of cellular plastics using a supported specimen of horizontal screen.
DOC FF4-72 – flammability standard of mattresses.
ASTME-162 – surface flammability of materials using a radiant heat source.
Technical Bulletin 121 – "Flammability Test Procedure for Mattresses for use in High Risk Occupancies", State of California.
Motor Vehicle – MV 302
Aircraft Seating – FAR 25.853

English Flame Law – UK 5852 Ignition Source 2
National Fire Protection Agency - #260 and #261

7. Mattress Covers (12 oz. Staph Check Vinyl Cover)
Heavy Duty 12oz-3ply vinyl that is fire retardant and bacteria resistant. Vinyl to be reinforced with nylon webbing. Vinyl is flame resistant and bacteria resistant. No Color Specified.

Vinyl Cover must meet or exceed these tests:
Antimicrobial to protect the fabric – Test NYS63
Weight, oz. per sq. yd. – ASTM D3776
Flame Resistance – ASTM D6413
Cigarette Ignition – 16 CFR Part 1632
Breaking Strength, lbs. – ASTM D5034
Tear Strength, lbs. – ASTM D751/A
Adhesion (peel) lbs. / 2 inches – ASTM D751/Peel adhesion
Surface Resistivity, OHMS/SQ – AATCC 76
Seam Construction: all seams shall face the inside, except the end seam. Seams should be double needle lock stitched and sewn with a heavy gauge nylon thread to prevent inmate destruction.

8. Mattress Covers (Heavy Weight Twill Cover)
Heavy duty twill (6-8 oz.), color: off-white, to fit like an oversized pillow case (slip on to mattress), size: 30" x 75" x 6" (to fit mattresses 30" x 75" x 4" or 6"), must be able to withstand institutional washing and drying cycles.

9. Inmate Blanket
White color, 100% cotton material, closed weave to prevent snagging and discourage dismantling, size 66" x 90", weight, 3 lbs., per blanket or greater.

10. Inmate Bath Towel
White color, 100% cotton material, dense-looped terry, size 20" x 40", weight 5.5 lbs., per dozen.

11. Laundry Bag
White color, 100% knitted polyester material, withstands bleach, size 18" x 30", pull lock (with draw string) – closure style.

12. Laundry Bag (nets)
White color, 100% polyester mesh (with holes to allow for air and water exchange), size 18" x 24", tie-cord closure, with cloth ID tag.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. **Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items**

specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County

Bidder's Company/Business Name: Victory Supply, Inc.

Bidder's TAX ID Number: 46-1263864

Contact Person: Pam Whitmill **Title:** CEO

Phone Number (with area code): 931-325-5517

Alternate Phone Number if available (with area code): 919-819-3699 cell

Fax Number (with area code): 931-325-5521

Email Address: pam@victorysupplyinc.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

7025 Industrial Park Rd
Address

Mount Pleasant, TN 38474
City, State, Zip Code

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): N/A, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Victory Supply, Inc.
Company Name

For clarification of this offer, contact:

7025 Industrial Park Rd
Address

Pam Whitmill
Name

Mount Pleasant, TN 38474
City State Zip

931-325-5517 931-325-5521
Phone Fax

pamc@victorysupplyinc.com

Cheryl Hull
Signature of Person Authorized to Sign

cheryl@victorysupplyinc.com
E-mail

Cheryl Hull
Printed Name

Secretary
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Inmate Clothing and Supplies for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies. 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

Victory Supply, Inc.

Item	Unit	Description	Size	Unit Price			
				Yellow	Navy Blue	Orange	Red
1	Each	Inmate Coveralls (Average Annual Order: 500-1000 of each color)	X-Sm	$ NB	$ NB	$ NB	$ NB
			Small	$ NB	$ NB	$ NB	$ NB
			Med	$ NB	$ NB	$ NB	$ NB
			Large	$ NB	$ NB	$ NB	$ NB
			X-L	$ NB	$ NB	$ NB	$ NB
			1X-L	$ NB	$ NB	$ NB	$ NB
			2X-L	$ NB	$ NB	$ NB	$ NB
			3X-L	$ NB	$ NB	$ NB	$ NB
			4X-L	$ NB	$ NB	$ NB	$ NB
			5X-L	$ NB	$ NB	$ NB	$ NB
			6X-L	$ NB	$ NB	$ NB	$ NB
			7X-L	$ NB	$ NB	$ NB	$ NB
			8X-L	$ NB	$ NB	$ NB	$ NB
			9X-L	$ NB	$ NB	$ NB	$ NB
			10X-L	$ NB	$ NB	$ NB	$ NB
			11X-L	$ NB	$ NB	$ NB	$ NB
			12X-L	$ NB	$ NB	$ NB	$ NB
			13X-L	$ NB	$ NB	$ NB	$ NB
			14X-L	$ NB	$ NB	$ NB	$ NB
			15X-L	$ NB	$ NB	$ NB	$ NB

Victory Supply, Inc.

Item	Unit	Description	Size	Unit Price
2	Each	Inmate Jackets (unlined)	X-Sm	$ NB
			Small	$ NB
			Med	$ NB
			Large	$ NB
			X-L	$ NB
			1X-L	$ NB
			2X-L	$ NB
			3X-L	$ NB
			4X-L	$ NB
			5X-L	$ NB
			6X-L	$ NB

Item	Unit	Description	Size	Unit Price
3	Each	Inmate Jackets (lined)	X-Sm	$ NB
			Small	$ NB
			Med	$ NB
			Large	$ NB
			X-L	$ NB
			1X-L	$ NB
			2X-L	$ NB
			3X-L	$ NB
			4X-L	$ NB
			5X-L	$ NB
			6X-L	$ NB

Victory Supply, Inc.

Item	Unit	Description	Color	Size	Unit Price
4	Pair	Deck Shoe with Toecap	Navy Blue	5	$ 4.67
			Navy Blue	6	$ 4.67
			Navy Blue	7	$ 4.67
			Navy Blue	8	$ 4.67
			Navy Blue	9	$ 4.67
			Navy Blue	10	$ 4.67
			Navy Blue	11	$ 4.67
			Navy Blue	12	$ 4.67
			Navy Blue	13	$ 4.67
			Navy Blue	14	$ 4.67
			Navy Blue	15	$ 4.67

Item	Unit	Description	Size	Unit Price
5	Each	Night Shirt – Female. No Color Specified. (Average Annual Order: 100)	Small	$ NB
			Medium	$ NB
			Large	$ NB
			1X	$ NB
			2X	$ NB
			3X	$ NB
			4X	$ NB
			5X	$ NB
			6X	$ NB

Item	Unit	Description	Color	Size	Unit Price
6	Each	Mattress (Average Annual Order: 300)	No Color Specified	30"x75"x4"	$ NB
7	Each	Mattress Cover (Average Annual Order: 300-500)	No Color Specified	30"x75"x4"	$ NB
8	Each	Mattress Cover Heavy Weight Twill	Off White	30" x 75" x 6"	NB
9	Each	Inmate Blanket (Average Annual Order: 500-1000)	White Beige Alternate	66"x90"	$ 8.47 8.17
10	Doz.	Inmate Bath Towel (Average Annual Order: 100-200 doz.)	White	~~30~~"x40" 20	$ 10.74
11	Each	Laundry Bag (Average Annual Order: 500)	White	18"x30"	$ 22.60
12	Each	Laundry Bag (mesh)	White	18" x 24"	$ 25.60

Acknowledgment of Addenda (if any):

N/A

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Maricopa County Sheriff's Office

Address: 319 W Buchanan St Phoenix, AZ 85003

Contact Person and Title: Karen Gaddis, Laundry Supervisor

Phone: 602-506-3317 Fax: 602-258-1573

Email Address: K.gaddis@mcso.maricopa.gov Contract Period: last 4 years

Scope of Work: inmate clothing, footwear & linens

REFERENCE TWO

Government/Company Name: Santa Clara DOC - Elmwood

Address: 180 W Hedding St San Jose, CA 95110

Contact Person and Title: Laura Villanueva, Warehouse Mngr

Phone: 408-957-5325 Fax: 408-491-7496

Email Address: laura.villanuevadoc.scgov.org Contract Period: last 5 years

Scope of Work: inmate clothing, footwear, linens & personal hygiene

REFERENCE THREE

Government/Company Name: San Diego County Sheriff's Dept.

Address: 446 Alta Rd, Bldg. 23 San Diego, CA 92158

Contact Person and Title: Robert Quinones

Phone: 619-661-2873 Fax: 619-661-2850

Email Address: roberto.quinones@sdsheriff.org Contract Period: last 5 years

Scope of Work: inmate clothing, footwear & linens

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.

Victory Supply, Inc. Bidder (Entity Name)	Cheryl Hull Signature
7025 Industrial Park Rd Street & Mailing Address	Cheryl Hull Print Name
Mount Pleasant, TN 38474 City, State & Zip	4/6/2018 Date Signed
888-376-1205 Telephone Number	931-325-5521 Fax Number

cheryl@victorysupplyinc.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

N/A

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

N/A (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 N/A

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

N/A

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

N/A

2 **Office Held**

N/A

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

N/A

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

N/A

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

N/A

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

N/A

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

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 Primary Contractor

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☑ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☑ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☑ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☑ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☑ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☑ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

Victory Supply, Inc. is Primary Contractor.

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.

Cheryl Hull
Printed Name of Authorized Representative

Cheryl Hull
Signature

Secretary
Title

4/6/2018
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.

N/A

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

N/A

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: _____

N/A

_____ _____ _____
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

N/A

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: _____

N/A

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

N/A

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: _____

N/A

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: Victory Supply, Inc. Primary Contractor

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☑ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

N/A

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

N/A

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.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

N/A

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: _____

N/A

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

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 Victory Supply Inc [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Mount Pleasant, TX (city and state).

Taxpayer Identification Number (T.I.N.):	46-1263864
Company Name submitting bid/proposal:	Victory Supply, Inc.
Mailing address:	7025 Industrial Park Rd Mount Pleasant, TX 75474
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
N/A	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Utah COUNTY OF Davis

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Utah,

on this day personally appeared Cheryl Hull (name), who

after being by me duly sworn, did depose and say:

"I, Cheryl Hull (name) am a duly authorized officer of/agent

for Victory Supply, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Victory Supply, 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: Victory Supply, Inc. 7025 Industrial Park Rd Mount Pleasant, TN 38474

Fax: 931-325-5521 Telephone# 888-376-1205

by: Cheryl Hull (print name) Title: Secretary

Signature: Cheryl Hull

SUBSCRIBED AND SWORN to before me by the above-named Cheryl Hull on

this the 6 day of April, 2018.

Lynsie Smith
Notary Public in and for
the State of Utah

LYNSIE SMITH
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 685514
COMM. EXP. 10/18/2019

Bidder Shall Return Completed Form with Offer.

CHERYL HULL
8018205133
VSI
3542 W GREY CROWN CRANE LANE
CLINTON UT 84015

2.0 LBS LTR 1 OF 1

SHIP TO:
JEFFERSON COUNTY PURCHASING DEPT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT TX 77701-3638

TX 777 0-01

UPS NEXT DAY AIR **1**
TRACKING #: 1Z A90 99F 01 9724 9809

BILLING: P/P

Reference#1: IFB 18-003/VS
Reference#2: Due 4/10/2018 at 11:00

US 20.0.42 WNINV50 97.0A 01/2018

RECEIVED 10:38 AM APR 09 2018

IFB 17-008/JW
PO # 071129

A505

Construction Contract Change Order

Grant Recipient: JEFFERSON COUNTY, TEXAS Select: ☐ City ☒ County

Contract No.: 7216231 Change Order No.: 6 Region: SETRPC

Contractor:	Engineer:
(Name and Address)MK Constructors 2485 North St. Vidor, Texas 77662	(Name and Address)Action Civil Engineers, PLLC. 8460 Central Mall Drive Suite J Port Arthur, Texas 77642

Select Change Order Type(s): ☐ Change to Existing Line Items ☐ New Items Requested ☒ Change in Contract Duration

Change in Contract Duration

Provide explanation below (attach separate documentation as necessary).

Rain Days

Original Contract End Date:	3/4/2018
Net change of previous Change Orders (days):	64
Increase/Decrease of this Change Order (days):	13
Change Order Contract End Date	5/20/2018

Justification for Change

	Increase	Decrease	No Change
1. Effect of this change on scope of work:	☐	☐	☒
2. Effect on operation and maintenance costs:	☐	☐	☒
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?	☐	☒	☐
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?	☐	☒	☐
5. Is the TCEQ clearance still valid?	☒	☐	☐
6. Are other TxCDBG contractual special condition clearances still valid?	☒	☐	☐
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	☐	☐	☒

Change Order Summary

Original Contract Price:	$205,864.00	Original Contract End Date:	3/4/2018
Net Previous Change Order(s):	$0.00	Net change of previous Change Orders (days):	64
This Net Change Order:		Increase/Decrease of this Change Order (days):	13
New Contract Price:	$205,864.00	Change Order Contract End Date	5/20/2018
Cumulative % Change:	0.0%		

NOTE: Change orders for an increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase of 25% or more.

Grant Recipient Approval (REQUIRED)

	April 16, 2018
Authorized Signature	Date

Jeff R. Branick, Jefferson County Judge
Authorized Signatory's Name and Title

Engineer's Recommendation

William V. Larrain	4.9.18
Engineer's Signature	Date

William V. Larrain, P.E.
Engineer's Name

Contractor's Authorization

Contractor's Signature	Date

Contractor's Name and Title

To receive an email copy of the TDA response, provide contact information below

Name	Email	
		+
		-

For TDA office use only

This Net Change Order:		Increase/decrease of this Change Order (days):	13
Net Change Order Approved:		Increase/decrease of this Change Order Approved:	
Approved Contract Amount:		Approved Contract Time:	

Notes:

Contract Specialist Signature	Date

Director Signature (optional)	Date

Prof 18-012 / DC
Terracon Pavement Engineering services for the Re-Design of the Major Dr. Extension

March 9, 2018

Jefferson County – Precinct Four
P.O. Box 4025
Beaumont, Texas 77704-4025

Attn: Commissioner Everette "Bo" Alfred (Commissioner Precinct #4)
Tel: (409) 835-8443
E-mail: ealfred@co.jefferson.tx.us

Re: Cost Estimate for Pavement Engineering Services
Major Drive Extension – Highway 124 to Labelle Road
Jefferson County, Texas
Terracon Cost Estimate No. P92185129

Dear Commissioner Everette:

Terracon Consultants Inc. (Terracon) appreciates the opportunity to provide Pavement Engineering Services for requested re-design of Major Drive Extension from Highway 124 to Labelle Road in Jefferson County, Texas. We understand that we were selected based solely on our qualifications. This cost estimate was requested by Commissioner Everette of Jefferson County, Precinct #4 in a letter dated 02/28/18. The cost estimate presents our understanding of the scope of services and our fees to provide the requested services.

1.0) PROJECT INFORMATION

General project information was obtained following a recent Phase I - Pavement Evaluation of Major Drive by Terracon (Ref. Terracon Report dated 01/23/18) and is summarized below.

ITEM	DESCRIPTION
Location	Extension of Major Drive from Highway 124 to Labelle Road.
Existing Roadway	Approximately 1.5 miles of a two-course surface treatment (Chip Seal). The existing pavement comprises two 24-foot wide travel lanes with a chip seal surfaced shoulder. The existing chip seal surface course is the final wearing course. Jefferson County does not plan to overlay the chip seal pavement at a future date.
Existing Pavement Profile	• Two-course surface treatment comprising: o First course - CRS-2 Asphalt Emulsion with Type D, Grade 3 Aggregate. o Second course - CRS-2 Asphalt Emulsion with Type D, Grade 4 Aggregate. • Flexible Base comprising 12 inches of TxDOT item 247 Type A, Grade 2 aggregate. • Lime treated subgrade comprising 6 inches of lime slurry treated subgrade in accordance with TxDOT Item 260. • Prime Coat comprising TxDOT Item 310 bituminous material.

Terracon

ITEM	DESCRIPTION
Traffic	Current traffic is predominantly heavy trucks, including 18-wheelers hauling waste to the nearby landfill by Labelle Road.
Pavement Distress	The existing seal coat has failed prematurely. We determined that the root cause of bleeding in the chip seal was loss of aggregate, also known as Rock Loss or Shelling.
Pavement Topography	The pavement is sloped laterally into adjacent open ditches along both sides of the roadway.

We understand that Jefferson County would like Terracon to review the furnished project construction drawings and to provide design recommendations to correct the observed chip seal failure at Major Drive.

2.0) SCOPE OF SERVICES

The scope of our services will be limited to the following two phases:

- Phase II - Pavement Engineering Services
- Phase III - Contract Administration

The next sections present a brief description of our scope of services for each project phase.

PHASE II - PAVEMENT ENGINEERING SERVICES

We propose to provide the following:

- Perform a roadway assessment to evaluate existing pavement condition
- Request and review traffic data from Jefferson County. If traffic data is not available, we will perform a Traffic Count
- Use traffic data to calculate Design 18-Kip Equivalent Single Axle Loading (ESAL) for a 20-year design of the roadway
- Use the 1993 AASHTO Design Guide to design a pavement section to sustain the calculated Design ESAL's
- Calculate the structural capacity for a proposed new pavement section
- Calculate the structural capacity for existing Chip Seal pavement section
- Compare the new and existing pavement sections to determine structural adequacy of the existing Chip Seal pavement section
- Assuming there is inadequate capacity, evaluate various remedial options with pros and cons to include:
    a. Re-Chipping
    b. Asphalt Overlay
    c. Micro-Surfacing
    d. Remove/Replace Chip Seal

- Provide an engineering opinion of probable construction cost for the most effective remedial option
- Prepare plans and specifications for selected remedial option

PHASE III - CONTRACT ADMINISTRATION

We proposed to provide the following:

- Conduct a Pre-Bid Conference
- Prepare a Bid Solicitation on behalf of the County for the project
- Prepare a Bid Tabulation of submitted bids and discuss the results of the bidding with Jefferson County
- Assist Jefferson County in Contractor Selection
- Conduct a Pre-Construction Meeting with the selected contractor

3.0) CLIENT PROVISIONS

We anticipate that Jefferson County will provide the following to facilitate the proposed re-design of Major Drive:

- As-built drawings
- Traffic data, if available
- Coordination with Jefferson County Engineering staff
- Coordination with merchants along Major Drive

4.0) PROJECT SCHEDULE

We propose the following schedule for various tasks under our proposed scope of service:

Roadway Assessment:
We anticipate 1 work day to complete proposed roadway assessment.

Traffic Data:
We will retain the services of Gram Traffic to collect traffic data over a 14-day period. Video Vehicle Classification counts will be used to estimate design 18-Kip Equivalent Single Axle Loading (18-Kip ESAL) for a design life of 20 years.

Pavement Design:
We anticipate about 10 working days to complete proposed pavement design and to discuss our design recommendations with Jefferson County.

Terracon

Plans and Specifications:
We can complete preparation of project plans and specifications within 5 working days following our pavement design.

Contract Administration:
We anticipate about 6 to 8 weeks to complete proposed contract administration to include bid solicitation and contractor selection.

5.0.) PROJECT DELIVERABLES

Terracon proposes to provide Jefferson County the following deliverables:

- Design traffic to include 18-Kip ESAL for a 20-year design life
- Proposed new pavement section to sustain calculated traffic loading
- Project plans and specifications to be used to solicit bids from prospective bidders
- An engineer's estimate of probable construction cost estimate to correct failed chip seal pavement
- Construction cost estimate from most responsive bidder
- Selection of a contractor to repair the roadway section
- Scheduling of pre-construction meeting to initiate re-construction of Major Drive

6.0) COMPENSATION

For the scope of services outlined in this cost estimate to include: Roadway Assessment, Traffic Data Collection, Project Construction Documents and Contract Administration, we propose a Lump Sum Budget of **$34,000.00**. We will invoice Jefferson County based on percent complete of individual tasks. We estimated the following itemized costs for proposed Pavement Design Services:

Task	Cost Estimate
Task 1 – Roadway Assessment	$ 1,600.00
Task 2 – Traffic Data Collection	$ 8,800.00
Task 3 – Pavement Design	$ 7,500.00
Task 4 – Plans and Specifications	$ 4,600.00
Task 5 – Contract Administration	$ 8,500.00
10% Contingency	$ 3,000.00
Total Estimated Budget	**$ 34,000.00**

A detailed breakdown is presented in the attached Budget Summary.

Additional Services:
Additional consultation (such as attendance on a project conference call, engineering analysis, etc.) requested will be performed on a time-and-materials basis. The following billing rate will apply:

Category	Hourly Rate
Principal	$210.00
Senior Project Engineer	$175.00
Staff Engineer	$140.00
Certified Engineering Technician	$ 65.00
AutoCAD Technician	$ 75.00
Clerical	$ 55.00

The fee to provide additional consultation services will be in excess of the above provided fee to complete the original scope of services and will not be incurred without prior approval by Jefferson County. Upon request, Terracon can also provide Engineering oversight and Material Testing during Phase IV – Construction Phase Services to include:

PHASE IV – CONSTRUCTION PHASE SERVICES

- Surface preparation (Milling, material disposal, salvage etc.)
- Pavement re-construction
- Substantial completion walk-through
- Punch list
- Project close-out

7.0) AUTHORIZATION

This cost estimate may be accepted by completing the attached "Agreement for Services" and returning one executed copy to Terracon. This cost estimate for services and accompanying Schedule of Services, Fees and Agreement for Services shall constitute the terms and conditions for our services. This cost estimate is valid only if authorized within thirty days from the listed cost estimate date.

We appreciate the opportunity to provide this cost estimate and look forward to assisting you with requested services. Please call us at (713) 690-8989 if you have any questions or comments regarding this cost estimate.

Terracon

Sincerely,

Terracon
TBPE Firm Registration No. F-3272

Daniel A. Mofor, P.E.
Senior Associate

Donald R. Clark, P.E.
Senior Principal

Attachments:
Budget Summary
Agreement for Services

Terracon
Consulting Engineers & Scientists

BUDGET SUMMARY
PAVEMENT RE-DESIGN
MAJOR DRIVE EXTENSION - HIGHWAY 124 to LABELLE ROAD
JEFFERSON COUNTY, TEXAS
Terracon Proposal No. P92185129

Services (As Described in Proposal)	Quantity	Unit	Unit Rate	Estimate
TASK 1 - ROADWAY ASSESSMENT				
Senior Engineer, Roadway Assessment	8	Hour	$ 175.00	$ 1,400.00
Vehicle Charge per Mile	220	Mile	$ 0.65	$ 143.00
Subtotal, Roadway Assessment				**$ 1,543.00**
TASK 2 - TRAFFIC DATA COLLECTION				
Roadway Traffic Count (Subcontract Services	1	Lump	$ 6,000.00	$ 6,000.00
Senior Engineer, Data Analyses and Reporting	16	Each	$ 175.00	$ 2,800.00
Subtotal, Traffic Data Collection				**$ 8,800.00**
TASK 3 - PAVEMENT DESIGN				
Senior Engineer, Pavement Design	16	Hour	$ 175.00	$ 2,800.00
Senior Engineer, Remedial Options	8	Hour	$ 175.00	$ 1,400.00
Senior Engineer, Opinions of Cost	8	Hour	$ 175.00	$ 1,400.00
APR Review	3	Hour	$ 210.00	$ 630.00
Senior Engineer, Meeting w/ Client	6	Hour	$ 175.00	$ 1,050.00
Vehicle Charge per Mile	220	Mile	$ 0.65	$ 143.00
Subtotal, Pavement Design				**$ 7,423.00**
TASK 4 - PLANS AND SPECIFICATIONS				
Senior Engineer, Plans and Specifications	16	Hour	$ 175.00	$ 2,800.00
AutoCAD Drawings	24	Hour	$ 75.00	$ 1,800.00
Subtotal, Plans and Specifications				**$ 4,600.00**
TASK 5 - CONTRACT ADMINISTRATION				
Senior Engineer, Pre-Bid Conference	8	Hour	$ 175.00	$ 1,400.00
Senior Engineer, Bid Solicitation	8	Hour	$ 175.00	$ 1,400.00
senior Engineer, Respond to RFI's	16	Hour	$ 175.00	$ 2,800.00
Senior Engineer, Bid Tabulation	4	Hour	$ 175.00	$ 700.00
Senior Engineer, Contractor Selection	4	Hour	$ 175.00	$ 700.00
Senior Engineer, Pre-Construction Meeting	8	Hour	$ 175.00	$ 1,400.00
Vehicle Charge per Mile	220	Mile	$ 0.65	$ 143.00
Subtotal, Contract Administration				**$ 8,543.00**
ESTIMATED BUDGET				**$ 30,909.00**
10% CONTINGENCY				**$ 3,090.90**
TOTAL ESTIMATED BUDGET				**$ 33,999.90**

Terracon

Reference Number: P92185129

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Jefferson County - Precinct Four ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Major Drive Extension - Pavement Re-Design project ("Project"), as described in the Project Information section of Consultant's Proposal dated 03/09/2018 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

ATTEST_____
DATE_____

Terracon

Reference Number: P92185129

9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occ / $2,000,000 agg); (iii) automobile liability insurance ($1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant:	**Terracon Consultants, Inc.**	Client:	**Jefferson County - Precinct Four**
By:	Date: **4/12/2018**	By:	Date: 4/16/2018
Name/Title:	**Daniel A Mofor, P.E. / Senior Associate**	Name/Title:	**Jeff R. Branick (Jefferson County Judge)**
Address:	**11555 Clay Rd Ste 100**	Address:	**1149 Pearl Street, 5th Floor**
	Houston, TX 77043-1239		**Beaumont, TX 77701**
Phone:	**(713) 690-8989** Fax: **(713) 690-8787**	Phone:	**(409) 835.8466** Fax:
Email:	**Daniel.Mofor@terracon.com**	Email:	**jbranick@co.jefferson.tx.us**

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 16th day of April, 2018, on motion made by Michael "Shane" Sinegal, Commissioner of Precinct No. 3, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

COVERDELL FORENSIC SCIENCES IMPROVEMENT PROGRAM

WHEREAS, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Crime Lab Improvement Project be operated for the 2019 project year; and

WHEREAS, this grant will not require matching funds; and

WHEREAS The Jefferson County Commissioner's Court agrees that in the event of loss or misuse of the National Institute of Justice funds, The Jefferson County Commissioner's Court assures that the funds will be returned to the National Institute of Justice in full; and

WHEREAS, The Jefferson County Commissioner's Court designates the Jefferson County Judge, as the grantee's certifying official and the certifying official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

NOW, THEREFORE, BE IT RESOLVED Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Crime Lab Improvement Project to the National Institute of Justice.

Grant /Solicitation Number: NIJ-2018-13740

SIGNED this 18TH day of April, 2018.

JUDGE JEFF R.BRANICK
County Judge

Absent
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT WEAVER
Precinct No. 2

COMMISSIONER EVERETE D. ALFRED
Precinct No. 4

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
NATIONAL INSTITUTE OF JUSTICE

FY 2018 Coverdell Forensic Science Improvement Grants Program

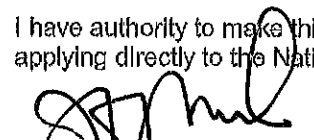
Certification as to Use of Funds for New Facilities

On behalf of the applicant agency named below, I certify the following to the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice:

> The amount of the grant (if any) used for the costs of any new facility or facilities to be constructed as part of a program to improve the quality and timeliness of forensic science and medical examiner services will not exceed the limitations set forth at 34 U.S.C. § 10564(c) and summarized in the FY 2018 Coverdell Forensic Science Improvement Grants Program solicitation.

I acknowledge that a false statement in this certification or in the grant application that it supports may be the subject of criminal prosecution, including under 18 U.S.C. § 1001 and 34 U.S.C. § 10272. I also acknowledge that Office of Justice Programs grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant agency (that is, the agency applying directly to the National Institute of Justice).



Signature of Certifying Official

Jeff Branick

Printed Name of Certifying Official

County Judge

Title of Certifying Official

Jefferson County Crime Lab

Name of Applicant Agency
(Including Name of State or Unit of Local Government)

4/18/18

Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
NATIONAL INSTITUTE OF JUSTICE

FY 2018 Coverdell Forensic Science Improvement Grants Program

Certification as to External Investigations

On behalf of the applicant agency named below, I certify the following to the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice:

> A government entity exists and an appropriate process is in place to conduct independent external investigations into allegations of serious negligence or misconduct substantially affecting the integrity of the forensic results committed by employees or contractors of any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the State that will receive a portion of the grant amount.

I personally read and reviewed the section entitled "Eligibility" in the Fiscal Year 2018 program solicitation for the Coverdell Forensic Science Improvement Grants Program. I acknowledge that a false statement in this certification or in the grant application that it supports may be the subject of criminal prosecution, including under 18 U.S.C. § 1001 and 34 U.S.C. § 10272. I also acknowledge that Office of Justice Programs grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant agency (that is, the agency applying directly to the National Institute of Justice).

Signature of Certifying Official

Jeff Bezwick

Printed Name of Certifying Official

County Judge

Title of Certifying Official

Jefferson County Clinic Lab

Name of Applicant Agency
(Including Name of State or Unit of Local Government)

4/18/18

Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
NATIONAL INSTITUTE OF JUSTICE

FY 2018 Coverdell Forensic Science Improvement Grants Program

Certification as to Forensic Science Laboratory System Accreditation

On behalf of the applicant agency named below, I certify the following to the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice:

Before receiving any funds under this grant, any forensic science laboratory system in the State, including any laboratory operated by a unit of local government within the State, that will receive any portion of the grant amount either

a) is accredited by an accrediting body that is a signatory to an internationally recognized arrangement and that offers accreditation to forensic science conformity assessment bodies using an accreditation standard that is recognized by that internationally recognized arrangement, or,

b) is not so accredited, but will (or will be required in a legally binding and enforceable writing to) use a portion of the grant amount to prepare and apply for such accreditation not more than 2 years after the date on which a grant is awarded under the FY 2018 Paul Coverdell Forensic Science Improvement Grants Program.

I acknowledge that a false statement in this certification or in the grant application that it supports may be the subject of criminal prosecution, including under 18 U.S.C. § 1001 and 34 U.S.C. § 10272. I also acknowledge that Office of Justice Programs grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant agency (that is, the agency applying directly to the National Institute of Justice).

Signature of Certifying Official

Jeff Branick

Printed Name of Certifying Official

County Judge

Title of Certifying Official

Jefferson County Crime Lab

Name of Applicant Agency
(Including Name of State or Unit of Local Government)

4/18/18

Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
NATIONAL INSTITUTE OF JUSTICE

FY 2018 Coverdell Forensic Science Improvement Grants Program

Certification as to Plan for Forensic Science Laboratories—Application from a Unit of Local Government

On behalf of the applicant agency named below, I certify the following to the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice:

> This unit of local government has developed a plan for forensic science laboratories under a program intended to improve the quality and timeliness of forensic science or medical examiner services provided by the laboratories operated by the applicant unit of local government and any other government-operated laboratories within the State that will receive a portion of the grant amount.

I acknowledge that a false statement in this certification or in the grant application that it supports may be the subject of criminal prosecution, including under 18 U.S.C. § 1001 and 34 U.S.C. § 10272. I also acknowledge that Office of Justice Programs grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant agency (that is, the agency applying directly to the National Institute of Justice).

Signature of Certifying Official

Jeff Branick
Printed Name of Certifying Official

County Judge
Title of Certifying Official

Jefferson County CrimeLAB
Name of Applicant Agency
(Including Name of Unit of Local Government)

4/18/18
Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
NATIONAL INSTITUTE OF JUSTICE

FY 2018 Coverdell Forensic Science Improvement Grants Program

Certification as to Generally Accepted Laboratory Practices and Procedures

On behalf of the applicant agency named below, I certify the following to the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice:

> Any forensic science laboratory system, medical examiner's office, or coroner's office in the State, including any laboratory operated by a unit of local government within the State, that will receive any portion of the grant amount uses generally accepted laboratory practices and procedures, established by accrediting organizations or appropriate certifying bodies.

I acknowledge that a false statement in this certification or in the grant application that it supports may be the subject of criminal prosecution, including under 18 U.S.C. § 1001 and 34 U.S.C. § 10272. I also acknowledge that Office of Justice Programs grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant agency (that is, the agency applying directly to the National Institute of Justice).

Signature of Certifying Official

Jeff Branick
Printed Name of Certifying Official

County Judge
Title of Certifying Official

Jefferson County Crime Lab
Name of Applicant Agency
(Including Name of State or Unit of Local Government)

4/18/18
Date

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	212.05	445278	
DAWN DONUTS	45.50	445410	
			257.55**
ROAD & BRIDGE PCT.#1			
ENTERGY	669.15	445232	
WHEELER TRUCK BODY EQUIPMENT	40.42	445287	
REPUBLIC SERVICES	58.50	445409	
			768.07**
ROAD & BRIDGE PCT.#2			
AUDILET TRACTOR SALES	8.20	445205	
CITY OF NEDERLAND	64.39	445212	
ENTERGY	429.30	445232	
MUNRO'S	40.00	445248	
AT&T	95.79	445271	
ACT PIPE AND SUPPLY	827.10	445355	
INTERSTATE ALL BATTERY CENTER - BMT	119.95	445358	
REPUBLIC SERVICES	94.38	445409	
TRINITY VALLEY TRACTORS INC	44.56	445420	
GULF COAST	2,607.79	445422	
			4,331.46**
ROAD & BRIDGE PCT. # 3			
AUDILET TRACTOR SALES	98.80	445205	
FARM & HOME SUPPLY	66.72	445225	
W.W. GRAINGER, INC.	38.38	445228	
GULF COAST AUTOMOTIVE, INC.	470.01	445230	
ENTERGY	291.87	445232	
M&D SUPPLY	33.77	445246	
MUNRO'S	23.40	445248	
OIL CITY TRACTORS, INC.	97.37	445254	
TEJAS MFG & RV SUPERSTORE, INC.	89.95	445274	
MATHESON TRI-GAS	76.37	445279	
W. JEFFERSON COUNTY M.W.D.	27.14	445284	
STRATTON INC.	178.67	445286	
BILL WILLIAMS	200.00	445350	
ON TIME TIRE	140.00	445375	
PRO CHEM INC	172.96	445376	
			2,005.41**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	4,427.97	445197	
COASTAL WELDING SUPPLY	65.10	445214	
ENTERGY	16.01	445232	
M&D SUPPLY	18.36	445246	
MUNRO'S	155.56	445248	
OLMSTED-KIRK PAPER	112.82	445255	
SANITARY SUPPLY, INC.	549.79	445263	
SMART'S TRUCK & TRAILER, INC.	552.97	445267	
W. JEFFERSON COUNTY M.W.D.	72.04	445284	
WHOLESALE ELECTRIC SUPPLY CO.	903.60	445289	
ATSCO	39.57	445352	
ACT PIPE AND SUPPLY	55.00	445355	
ON TIME TIRE	84.00	445375	
ASCO	39.27	445384	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	13.34	445391	
REPUBLIC SERVICES	165.23	445409	
TRINITY VALLEY TRACTORS INC	237.76	445420	
GULF COAST	246.16	445422	
JEFFERSON CTY HOME HEALTH CARE INC	60.00	445433	
			7,777.83**
ENGINEERING FUND			
OFFICE DEPOT	58.60	445253	
VERIZON WIRELESS	211.25	445308	
UNITED STATES POSTAL SERVICE	1.21	445312	
			271.06**
PARKS & RECREATION			
ENTERGY	1,090.10	445232	

NAME	AMOUNT	CHECK NO.	TOTAL
OIL CITY TRACTORS, INC.	90.80	445254	
W. JEFFERSON COUNTY M.W.D.	54.28	445284	
			1,235.18**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	130.58	445253	
ACE IMAGEWEAR	21.22	445265	
UNITED STATES POSTAL SERVICE	742.13	445312	
			893.93*
COUNTY HUMAN RESOURCES			
PINNACLE EMPLOYEE TESTING	1,110.00	445258	
PRE CHECK, INC.	386.25	445302	
UNITED STATES POSTAL SERVICE	.41	445312	
SIERRA SPRING WATER CO. - BT	31.04	445314	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	93.00	445416	
			1,620.70*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	16.16	445312	
PATRICIA MOODY	42.36	445434	
			58.52*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	95.50	445245	
OFFICE DEPOT	170.48	445253	
UNITED STATES POSTAL SERVICE	364.11	445312	
RICOH USA INC	334.37	445380	
			964.46*
COUNTY JUDGE			
OFFICE DEPOT	266.08	445253	
KEVIN PAULA SEKALY PC	500.00	445264	
UNITED STATES POSTAL SERVICE	2.04	445312	
JAN GIROUARD & ASSOCIATES LLC	200.00	445414	
			968.12*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.35	445312	
KIM ISAACS	324.20	445331	
			325.55*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	223.30	445312	
			223.30*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	43.90	445255	
			43.90*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	415.10	445222	
OFFICE DEPOT	66.85	445253	
PORT ARTHUR NEWS, INC.	252.20	445259	
UNITED STATES POSTAL SERVICE	43.75	445312	
			777.90*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,560.99	445206	
CASH ADVANCE ACCOUNT	25.00	445243	
OLMSTED-KIRK PAPER	278.50	445255	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	445276	
ADVANCED STAFFING	78.00	445297	
SAM'S CLUB DIRECT	34.19	445378	
ROGER D MOORE	1,000.00	445431	
			5,676.68*
DATA PROCESSING			
OFFICE DEPOT	64.91	445253	
MARIANNE PETRY	982.69	445372	
			1,047.60*
VOTERS REGISTRATION DEPT			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	258.01	445253	
UNITED STATES POSTAL SERVICE	241.40	445312	
			499.41*
ELECTIONS DEPARTMENT			
FAST SIGNS, INC.	1,130.00	445226	
OFFICE DEPOT	162.90	445253	
UNITED STATES POSTAL SERVICE	3,124.22	445312	
SIERRA SPRING WATER CO. - BT	47.96	445314	
ABSOLUTE PRINT SOLUTIONS	1,029.74	445373	
			5,494.82*
DISTRICT ATTORNEY			
SOUTHERN COMPUTER WAREHOUSE	891.67	445203	
KIRKSEY'S SPRINT PRINTING	82.00	445245	
OFFICE DEPOT	810.15	445253	
WALMART COMMUNITY BRC	94.53	445310	
UNITED STATES POSTAL SERVICE	113.97	445312	
CHILD ABUSE & FORENSIC SERVICES	250.00	445318	
THOMSON REUTERS-WEST	2,446.96	445386	
			4,689.28*
DISTRICT CLERK			
OFFICE DEPOT	294.80	445253	
UNITED STATES POSTAL SERVICE	1,909.01	445312	
ENGINEERING INNOVATION	516.92	445421	
			2,720.73*
CRIMINAL DISTRICT COURT			
DAVID W BARLOW	1,800.00	445207	
EDWARD B. GRIPON, M.D., P.A.	595.00	445229	
OFFICE DEPOT	238.11	445253	
RENE MULHOLLAND	77.60	445281	
UNITED STATES POSTAL SERVICE	8.30	445312	
			2,719.01*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	6.67	445312	
			6.67*
60TH DISTRICT COURT			
OFFICE DEPOT	82.13	445253	
			82.13*
136TH DISTRICT COURT			
TEXAS CENTER FOR JUDICIARY	160.00	445275	
UNITED STATES POSTAL SERVICE	3.46	445312	
LEXIS-NEXIS	69.00	445313	
			232.46*
252ND DISTRICT COURT			
TODD W LEBLANC	800.00	445196	
JACK LAWRENCE	250.00	445199	
DAVID W BARLOW	800.00	445207	
THOMAS J. BURBANK PC	2,007.50	445208	
EDWARD B. GRIPON, M.D., P.A.	1,190.00	445229	
OFFICE DEPOT	151.10	445253	
WENDELL RADFORD	1,600.00	445261	
BRACK JONES JR.	8,750.00	445295	
UNITED STATES POSTAL SERVICE	13.75	445312	
LANGSTON ADAMS	800.00	445321	
SUMMER TANNER	6,524.60	445347	
ALLEN PARKER	8,750.00	445362	
BRITTANIE HOLMES	900.00	445379	
M.K. HAMZA, PHD, P.A.	1,200.00	445381	
			33,736.95*
279TH DISTRICT COURT			
DAVID GROVE	150.00	445198	
JACK LAWRENCE	325.00	445199	
PHILLIP DOWDEN	1,650.00	445202	
THOMAS J. BURBANK PC	1,050.00	445208	
TRAVIS EVANS	325.00	445223	

NAME	AMOUNT	CHECK NO.	TOTAL
ANITA F. PROVO	225.00	445260	
NATHAN REYNOLDS, JR.	150.00	445262	
CHARLES ROJAS	625.00	445300	
LEXIS-NEXIS	69.00	445313	
GLEN M. CROCKER	500.00	445315	
JOEL WEBB VAZQUEZ	150.00	445333	
KIMBERLY PHELAN, P.C.	300.00	445342	
RONALD PLESSALA	500.00	445353	
P DEAN BRINKLEY	300.00	445365	
ALICIA K HALL	150.00	445374	
TARA SHELANDER	150.00	445392	
SAMUEL & SON LAW FIRM PLLC	500.00	445396	
MELANIE AIREY	300.00	445401	
LAW OFFICE OF J SCOTT FREDERICK	150.00	445402	
GORDON D FRIESZ	500.00	445408	
LAW OFFICE OF SOLOMON FREIMUTH	500.00	445426	
			8,569.00*
317TH DISTRICT COURT			
LAIRON DOWDEN, JR.	325.00	445220	
A. MARK FAGGARD	500.00	445224	
ANITA F. PROVO	1,025.00	445260	
WENDELL RADFORD	1,050.00	445261	
CHARLES ROJAS	1,000.00	445300	
UNITED STATES POSTAL SERVICE	2.82	445312	
LANGSTON ADAMS	500.00	445321	
JOEL WEBB VAZQUEZ	800.00	445333	
JUDY PAASCH	2,393.61	445335	
RONALD PLESSALA	500.00	445353	
P DEAN BRINKLEY	500.00	445365	
LINDSAY LAW FIRM, PLLC	500.00	445368	
BRITTANIE HOLMES	300.00	445379	
BRYAN E MCEACHERN PC	500.00	445390	
TARA SHELANDER	150.00	445392	
DANE DENNISON	1,500.00	445393	
MELANIE AIREY	150.00	445401	
			11,696.43*
JUSTICE COURT-PCT 1 PL 1			
OFFICE DEPOT	222.04	445253	
UNITED STATES POSTAL SERVICE	40.75	445312	
LEXISNEXIS- ACCURINT	94.89	445360	
			357.68*
JUSTICE COURT-PCT 1 PL 2			
LEXISNEXIS- ACCURINT	94.89	445360	
HIGGINBOTHAM INSURANCE AGENCY INC	142.00	445400	
			236.89*
JUSTICE COURT-PCT 2			
OFFICE DEPOT	171.43	445253	
FUNCTION 4 LLC	572.80	445423	
			744.23*
JUSTICE COURT-PCT 4			
LEXISNEXIS- ACCURINT	94.88	445360	
			94.88*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	29.95	445312	
LEXISNEXIS- ACCURINT	94.89	445360	
			124.84*
JUSTICE COURT-PCT 7			
LEXISNEXIS- ACCURINT	94.89	445360	
			94.89*
JUSTICE OF PEACE PCT. 8			
OFFICE DEPOT	1,025.66	445253	
LEXISNEXIS- ACCURINT	94.89	445360	
			1,120.55*
COUNTY COURT AT LAW NO.1			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.41	445312	
LEXIS-NEXIS	61.76	445313	
SIERRA SPRING WATER CO. - BT	94.91	445314	
			157.08*
COUNTY COURT AT LAW NO. 2			
BRUCE N. SMITH	250.00	445268	
UNITED STATES POSTAL SERVICE	3.26	445312	
JANSON ELLIOTT BAILEY	300.00	445415	
			553.26*
COUNTY COURT AT LAW NO. 3			
OFFICE DEPOT	53.88	445253	
UNITED STATES POSTAL SERVICE	2.86	445312	
JARED GILTHORPE	250.00	445394	
			306.74*
COURT MASTER			
UNITED STATES POSTAL SERVICE	4.07	445312	
			4.07*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	75.60	445269	
TRI-CITY COFFEE SERVICE	55.50	445278	
UNITED STATES POSTAL SERVICE	6.65	445312	
			137.75*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	38.74	445212	
ENTERGY	927.83	445232	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	991.00	445239	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	900.00	445240	
AT&T	127.72	445271	
KEESHA GUILLORY	300.00	445298	
UNITED STATES POSTAL SERVICE	1,344.27	445312	
CHILD ABUSE & FORENSIC SERVICES	997.00	445318	
FIVE STAR FEED	101.18	445328	
ATTABOY TERMITE & PEST CONTROL	55.00	445359	
COBAN TECHNOLOGIES INC	5,550.00	445370	
REPUBLIC SERVICES	45.00	445409	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	50.00	445416	
			11,427.74*
CRIME LABORATORY			
SIGMA-ALDRICH, INC.	149.69	445195	
SOUTHEAST TEXAS WATER	79.90	445269	
ALDINGER COMPANY	598.00	445383	
			827.59*
JAIL - NO. 2			
AAA LOCK & SAFE	22.50	445191	
MARK'S PLUMBING PARTS	1,240.36	445192	
JONES-ZYLON CO.	1,731.08	445200	
JOHNSTONE SUPPLY	334.77	445201	
CITY OF BEAUMONT - WATER DEPT.	16.00	445210	
ECOLAB	801.14	445221	
W.W. GRAINGER, INC.	1,713.24	445228	
ENTERGY	30,433.49	445232	
JACK BROOKS REGIONAL AIRPORT	348.00	445242	
CASH ADVANCE ACCOUNT	499.46	445243	
M&D SUPPLY	229.17	445246	
OFFICE DEPOT	269.12	445253	
SANITARY SUPPLY, INC.	2,490.55	445263	
SHERWIN-WILLIAMS	1,963.78	445266	
AT&T	29.18	445271	
TRIANGLE COMPUTER & TELEPHONE	125.00	445277	
ULINE SHIPPING SUPPLY SPECIALI	213.11	445280	
WHOLESALE ELECTRIC SUPPLY CO.	240.34	445289	
SERVICE GRAPHICS	52.00	445296	
MCKESSON MEDICAL-SURGICAL INC	5,120.79	445299	
WALMART COMMUNITY BRC	112.69	445310	
LOWE'S HOME CENTERS, INC.	422.24	445320	
STANLEY SHIPPER	144.51	445329	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED RENTALS	229.91	445339	
MARK ELLIS	136.28	445345	
MHC DATACOMM	19,264.41	445357	
INDEPENDENT STATIONERS	179.92	445369	
SAM'S CLUB DIRECT	104.98	445378	
REPUBLIC SERVICES	2,949.00	445409	
SOUTHERN SUPPLY	2,071.00	445417	
IMPACT WASTE LLC	360.00	445419	
FOOD MARKETING CONCEPTS INC	20,423.46	445425	
CORRHEALTH LLC	131,900.85	445429	
BENEDUM AIRPORT AUTHORITY	810.55	445435	
			226,982.88*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	10.97	445312	
VICTOR CANTU	81.20	445388	
EDWIN JAY FRANK	299.75	445432	
			391.92*
JUVENILE DETENTION HOME			
ENTERGY	5,963.06	445232	
WALMART COMMUNITY BRC	55.25	445310	
FLOWERS FOODS	54.32	445330	
EXCEL MEDICAL WASTE LLC	70.00	445406	
REPUBLIC SERVICES	550.55	445409	
			6,693.18*
CONSTABLE PCT 1			
KIRKSEY'S SPRINT PRINTING	67.80	445245	
UNITED STATES POSTAL SERVICE	64.26	445312	
LEXISNEXIS- ACCURINT	94.89	445360	
			226.95*
CONSTABLE-PCT 2			
LEXISNEXIS- ACCURINT	94.89	445360	
			94.89*
CONSTABLE-PCT 4			
DISH NETWORK	59.50	445349	
TND WORKWEAR CO LLC	2,930.00	445424	
			2,989.50*
CONSTABLE-PCT 6			
GT DISTRIBUTORS, INC.	41.75	445227	
UNITED STATES POSTAL SERVICE	33.47	445312	
LEXISNEXIS- ACCURINT	94.89	445360	
			170.11*
AGRICULTURE EXTENSION SVC			
WALMART COMMUNITY BRC	149.34	445310	
			149.34*
HEALTH AND WELFARE NO. 1			
NSO - NURSES SERVICE ORGANIZATION	109.00	445193	
OFFICE DEPOT	318.36	445253	
AUSTIN CECIL WALKES MD PA	2,932.58	445282	
UNITED STATES POSTAL SERVICE	83.79	445312	
LEXISNEXIS- ACCURINT	122.00	445360	
BONNIE SWAIN	21.80	445366	
			3,587.53*
HEALTH AND WELFARE NO. 2			
CITY OF PORT ARTHUR - WATER DEPT.	40.00	445211	
CLAYBAR FUNERAL HOME, INC.	999.00	445213	
O.W. COLLINS APARTMENTS	164.84	445216	
ENTERGY	164.14	445236	
AUSTIN CECIL WALKES MD PA	2,932.58	445282	
CONNIE M ROBERTS	21.80	445346	
LEXISNEXIS- ACCURINT	122.00	445360	
			4,444.36*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	445351	
			3,773.00*
MAINTENANCE-BEAUMONT			

NAME	AMOUNT	CHECK NO.	TOTAL
CONSOLIDATED ELECTRICAL DIST INC.	133.00	445218	
ENTERGY	5,133.97	445232	
HYDRO-CLEAN SERVICES, INC.	435.00	445237	
ACE IMAGEWEAR	216.41	445265	
SOUTHWEST BUILDING SYSTEMS	5,725.46	445270	
TIME WARNER COMMUNICATIONS	56.62	445273	
WILLBANKS & ASSOCIATES	1,133.55	445290	
WORTH HYDROCHEM	250.00	445291	
MSC SYSTEMS	151.25	445294	
TEXAS FIRE & COMMUNICATIONS	105.00	445301	
CENTERPOINT ENERGY RESOURCES CORP	35.61	445336	
VOSS LIGHTING	96.00	445348	
REPUBLIC SERVICES	1,651.65	445409	
			15,123.52*
MAINTENANCE-PORT ARTHUR			
ALL-PHASE ELECTRIC SUPPLY	120.00	445217	
ENTERGY	3,706.59	445232	
NOACK LOCKSMITH	6.00	445249	
LOWE'S HOME CENTERS, INC.	94.61	445320	
PARKER LUMBER	162.25	445363	
MEMBER'S BUILDING MAINTENANCE LLC	5,498.56	445389	
SUPPLYWORKS	1,943.11	445404	
			11,531.12*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	25.68	445212	
ENTERGY	1,904.35	445232	
ACE IMAGEWEAR	32.41	445265	
W. JEFFERSON COUNTY M.W.D.	904.98	445284	
REPUBLIC SERVICES	70.85	445409	
			2,938.27*
SERVICE CENTER			
KINSEL FORD, INC.	235.92	445244	
MUNRO'S	39.70	445248	
PHILPOTT MOTORS, INC.	71.61	445257	
AT&T	63.86	445271	
S.E. TEXAS AUTO EQUIPMENT	394.25	445293	
JEFFERSON CTY. TAX OFFICE	7.50	445303	
JEFFERSON CTY. TAX OFFICE	7.50	445304	
JEFFERSON CTY. TAX OFFICE	7.50	445305	
JEFFERSON CTY. TAX OFFICE	7.50	445306	
JEFFERSON CTY. TAX OFFICE	7.50	445307	
VOYAGER FLEET SYSTEM, INC.	29,620.75	445327	
BUMPER TO BUMPER	63.02	445334	
ROBERT'S TEXACO XPRESS LUBE	49.00	445354	
1800RADIATOR & AC	5.84	445399	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	445407	
REPUBLIC SERVICES	94.38	445409	
MIDNIGHT AUTO	279.85	445418	
			30,963.18*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	6.36	445312	
HILARY GUEST	100.17	445322	
			106.53*
			409,402.02**
MOSQUITO CONTROL FUND			
W.W. GRAINGER, INC.	176.88	445228	
ENTERGY	583.44	445232	
JACK BROOKS REGIONAL AIRPORT	245.16	445242	
MUNRO'S	102.40	445248	
OVERHEAD DOOR CO.	638.25	445256	
PARKER LUMBER	311.98	445363	
REPUBLIC SERVICES	94.38	445409	
			2,152.49**
LATERAL ROADS- PRECINCT 4			
GULF COAST	247.52	445422	
			247.52**
J.C. FAMILY TREATMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
BEAUMONT OCCUPATIONAL SERVICE, INC.	645.40	445317	
			645.40**
EMPG GRANT			
VERIZON WIRELESS	265.93	445308	
			265.93**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP.	2,788.96	445241	
CASH ADVANCE ACCOUNT	998.93	445243	
UNITED STATES POSTAL SERVICE	51.96	445312	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	445351	
JCCSC	538.00	445367	
KALEIGH ABSHIRE	40.73	445405	
EXCEL MEDICAL WASTE LLC	245.00	445406	
			11,628.58**
JEFF. CO. WOMEN'S CENTER			
HYDRO-CLEAN SERVICES, INC.	385.00	445237	
ISI COMMERCIAL REFRIGERATION	190.75	445238	
KIM MCKINNEY, LPC, LMFT	600.00	445247	
OFFICE DEPOT	418.49	445253	
SYSCO FOOD SERVICES, INC.	1,071.31	445272	
PETTY CASH - RESTITUTION I	221.65	445292	
TOWER COMMUNICATIONS, INC.	60.00	445309	
BEN E KEITH FOODS	1,236.52	445332	
SAM'S CLUB DIRECT	39.92	445378	
MATERA PAPER COMPANY INC	67.67	445385	
EXCEL MEDICAL WASTE LLC	35.00	445406	
REPUBLIC SERVICES	117.39	445409	
			4,308.36**
COMMUNITY CORRECTIONS PRG			
CIMA COMPANIES, INC.	719.50	445209	
			719.50**
LAW OFFICER TRAINING GRT			
WALMART COMMUNITY BRC	91.85	445310	
SAM'S CLUB DIRECT	59.98	445378	
			151.83**
CHEEK H2O & SEWER			
DAVID J. WAXMAN, INC.	1,650.00	445283	
W. JEFFERSON COUNTY M.W.D.	600.00	445285	
MK CONSTRUCTORS	16,266.33	445377	
			18,516.33**
HOTEL OCCUPANCY TAX FUND			
COTTON CARGO	1,860.00	445219	
MUNRO'S	134.39	445248	
OFFICE DEPOT	108.87	445253	
AT&T	183.48	445271	
TRI-CITY COFFEE SERVICE	83.90	445278	
WHOLESALE ELECTRIC SUPPLY CO.	122.40	445289	
ART MUSEUM OF SOUTHEAST TEXAS	3,231.00	445316	
SOUTHEAST TEXAS BASEBALL/ACADEMY	9,960.00	445319	
SOUTHEAST TEXAS ARTS COUNCIL	5,000.00	445323	
MARDI GRAS OF SOUTHEAST TEXAS	13,300.00	445324	
FIRE MUSEUM OF TEXAS	990.00	445325	
BEAUMONT CONVENTION & VISITOR BUREA	9,600.00	445326	
TEXAS TRAVEL INDUSTRY ASSOCIATION	825.00	445341	
DISH NETWORK	118.51	445349	
GATOR COUNTRY LLC	10,000.00	445356	
TEXAS STYLE COOL AUTUMN NITES	2,880.00	445361	
GRAND CHAPTER OF TEXAS	11,000.00	445364	
PORT ARTHUR CONVENTION & TOURIST	9,199.00	445371	
MATERA PAPER COMPANY INC	1,341.93	445385	
BOOMTOWN FILM AND MUSIC FESTIVAL	750.00	445387	
CLIFTON STEAMBOAT MUSEUM INC	2,610.00	445397	
REPUBLIC SERVICES	94.38	445409	
BEAUMONT COUNCIL OF GARDEN CLUBS	3,003.00	445411	
THE STREETZ DANCE CONVENTION AND CO	5,000.00	445413	
SOUTHEAST TEXAS HOMESCHOOL EXPO	1,875.00	445430	
			93,270.86**
AIRPORT FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
COCOMO JOE'S	1,943.50	445215	
ENTERGY	9,003.67	445234	
ENTERGY	719.32	445235	
AT&T	612.68	445271	
WHITE TUCKER COMPANY INC	237.05	445288	
UNITED STATES POSTAL SERVICE	3.67	445312	
EQUIPMENT DEPOT	273.52	445344	
CRAWFORD ELECTRIC SUPPLY COMPANY	7.74	445382	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	114.55	445391	
EASTERN AVIATION FUELS INC	19,827.31	445395	
GALLS LLC	2,670.35	445403	
REPUBLIC SERVICES	713.84	445409	
			36,127.20**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	22,398.65	445340	
RELIANCE STANDARD LIFE INSURANCE	5,996.37	445343	
EXPRESS SCRIPTS INC	47,958.99	445427	
UNITEDHEALTHCARE INSURANCE COMPANY	1,189.44	445428	
			77,543.45**
SETEC FUND			
REPUBLIC SERVICES	1,077.81	445409	
			1,077.81**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	10,240.71	445337	
TRISTAR RISK MANAGEMENT	2,481.94	445338	
			12,722.65**
SHERIFF'S FORFEITURE FUND			
A-1 TINT & ACCESSORIES	688.95	445194	
CLASSIC TINT	240.00	445204	
			928.95**
DISTRICT CRT RECORDS TECH			
SOUTHERN COMPUTER WAREHOUSE	199.46	445203	
DATA BANK IMX LLC	9,925.00	445412	
			10,124.46**
MARINE DIVISION			
GT DISTRIBUTORS, INC.	279.03	445227	
W.W. GRAINGER, INC.	583.60	445228	
ENTERGY	1,718.19	445232	
JACK BROOKS REGIONAL AIRPORT	330.41	445242	
CASH ADVANCE ACCOUNT	517.32	445243	
AT&T	83.32	445271	
VERIZON WIRELESS	531.86	445308	
WALMART COMMUNITY BRC	229.63	445310	
ATTABOY TERMITE & PEST CONTROL	55.00	445359	
APPLIED SECURITY TECHNOLOGIES INC	105.00	445398	
			4,433.36**
SHERIFF - COMMISSARY			
OFFICE DEPOT	1,089.94	445253	
WALMART COMMUNITY BRC	506.60	445310	
SAM'S CLUB DIRECT	189.17	445378	
			1,785.71**
			702,698.97***

AGENDA ITEM **April 16, 2018**

Consider, possibly, authorize the County Judge to execute, receive and file an Inter-local Agreement between Jefferson County and the City of Groves for street repairs pursuant to Section 791.014, Texas Government Code.

STATE OF TEXAS)(
)(INTERLOCAL AGREEMENT
COUNTY OF JEFFERSON)(

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Groves, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Groves, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the City of Groves, requires assistance and does not have the sufficient labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by the these presents:

City of Groves and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment to repair certain streets, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Groves shall furnish Precinct Two, with materials needed in exchange for the labor and equipment. The City of Groves will provide 150 Tons of Cover Stone rock to the County.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
8. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the 16th day of APRIL, 2018.

Jeff R. Branick
Jefferson County Judge

Brad Bailey, Mayor
Mayor, City of Groves

TEXAS

February 22, 2018

Commissioner Brent Weaver
Road and Bridge Precinct 2
7759 Viterbo Road
Beaumont Texas 77705

Dear Brent:

The City of Groves appreciates the cooperation and contribution you make to our street program every year. As the spring and summer of 2018 approaches it is time to review our city streets and determine which of those streets will be in the program.

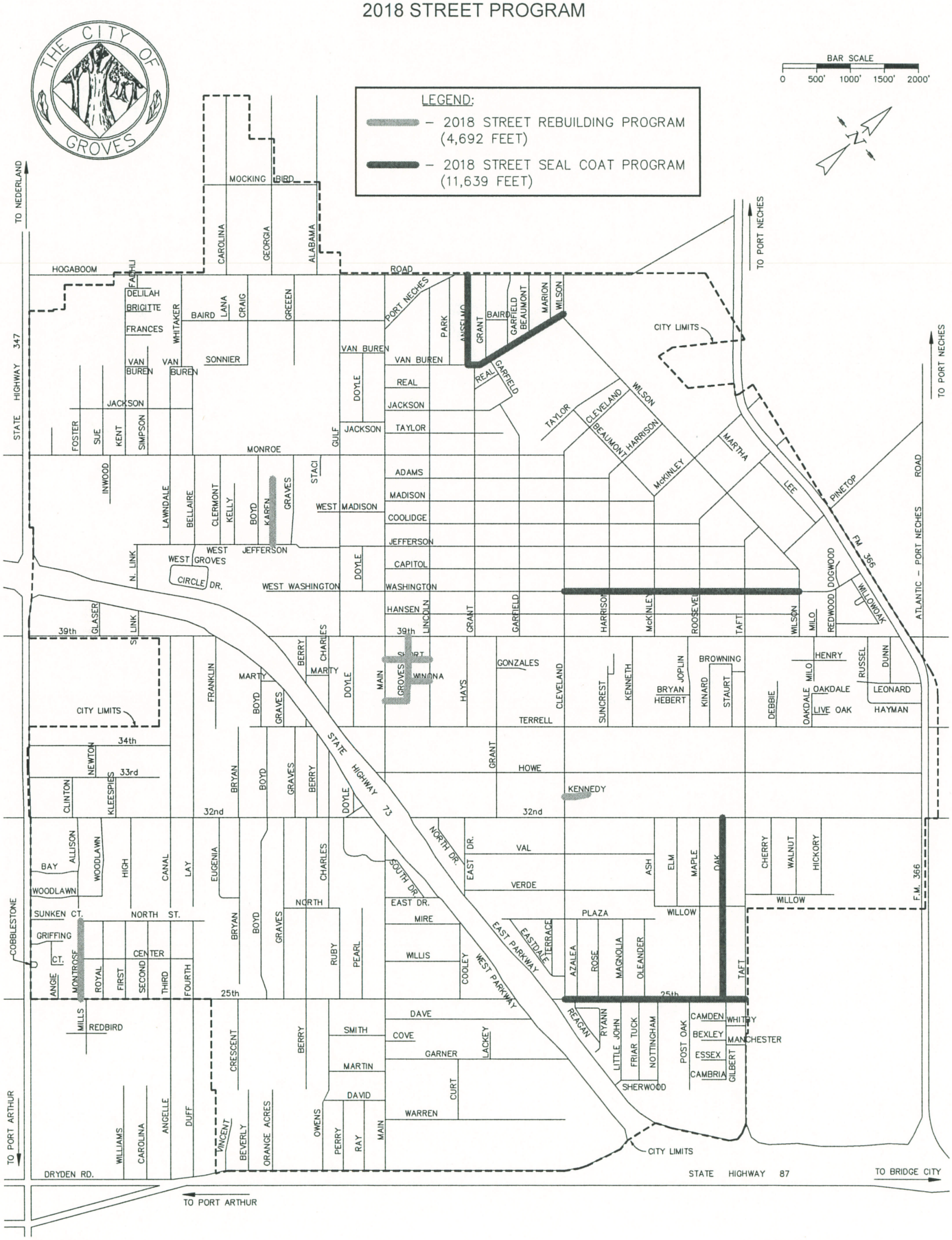
As in the past we are requesting assistance from Precinct 2 to complete this program in the form of equipment and labor as per the inter-local agreement between the city and county. This assistance allows the city to do more streets and to maximize our resources by partnering with the county.

Attached is a map and list of the streets, with to and from locations, length, width, total feet and miles that the City of Groves will be scheduling for the 2018 Groves street program.

Sincerely,

D.E. Sosa
City Manager
City of Groves

2018 STREET PROGRAM



440\STREET PROGRAM.DWG

REVISED 2-26-18

2018 Mid County City street assistance Exhibit A.

Attached are the inter-local agreements with the Cities of Groves and Nederland and project maps. Item number 2 in the inter-local agreement reflects the cities providing the county with materials needed as mentioned below. I have also attached the assistance requested according to street name and map to serve as an attachment to the inter-local agreement for each project by city.

Nederland is providing 4,000 gallons of CRS-2 Oil for the county, and the city of Groves is providing 150 tons of cover stone aggregate rock for the county. This is in accordance with section number 2 in our inter-local agreement where the county assists the cities of Groves and Nederland with street work and the city provides the county with materials needed.

AGENDA ITEM **April 16, 2018**

Consider, possibly approve, authorize the County Judge to execute and receive and file a Permanent Pipeline Easement Agreement between Jefferson County, Texas and Coastal Caverns, Inc.

17 pgs
EAS
2018013377

PERMANENT PIPELINE EASEMENT AGREEMENT

THE STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS**
COUNTY OF JEFFERSON §

This Permanent Pipeline Easement Agreement (this "**Agreement**"), dated the 16TH day of APRIL 2018, is between JEFFERSON COUNTY, TEXAS with its office at 1149 PEARL ST, 4TH FLOOR, BEAUMONT, TX 77701 (hereinafter referred to as "**Grantor**", whether one or more), and **Coastal Caverns, Inc.**, a Texas corporation, with offices at 919 Milam Street, Suite 2425, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "**Grantee**"). For the consideration of TEN AND NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a non-exclusive twenty foot (20') wide free and unobstructed permanent easement in order to construct, operate and maintain one (1) pipeline, not to exceed twelve inches (12") in nominal pipe diameter (the "**Pipeline**"), and any appurtenant facilities (including control and communications facilities and fiber optic cabling for the operation of the Pipeline) in, over, through, across, under, and along land owned by the Grantor, as more particularly described in **Exhibits "A" and "B"** attached hereto ("the **Permanent Easement**" or "**Easement**").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee reasonable and necessary temporary workspace (and additional temporary workspace, if any), in order to construct the Pipeline and any appurtenant facilities (including control and communications facilities and fiber optic cabling for the operation of the Pipeline) in, over, through, across, under, and along the property (the "**Temporary Construction Easement**") (the "Permanent Easement" and "Temporary Construction Easement" collectively, the "**Easements**"). The term of the Temporary Construction Easement shall be for a period to extend twelve (12) months from the date of construction commencement. However, if Grantee has completed its use of the Temporary Construction Easement prior to the twelve (12) -month period, then the Temporary Construction Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same in effect.

It is further agreed as follows:

1. Purpose. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, controlling, communicating, maintaining, accessing, inspecting, patrolling, protecting, testing, repairing, changing the size of, relocating and changing the route or routes of the Pipeline within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline, for the transportation of oil, oil products, crude petroleum, ethylene, olefin products, natural gas,

gas liquids, liquefied minerals, or other mineral solutions, together with above- and below-ground appurtenances (including control and communications facilities and fiber optic cabling for the operation of the Pipeline) as may be necessary or desirable for the operation of the Pipeline, over, across, under and upon the Permanent Easement.

2. Depth. Grantee shall bury the Pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any then existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipeline may be buried at a lesser depth.

3. Ingress and Egress. Grantee shall have the free right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and Grantor's land (including private roads and other easements) where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Further, Grantee shall have the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted and conveyed by Grantor to Grantee. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.

4. Restrictions on Grantor. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Should Grantor, in its sole discretion, determine that it is beneficial to it to use the Easement in a manner inconsistent with the purposes of this Agreement, then, at Grantee's sole expense, and after not less than 120 days written notice by Grantor delivered to Grantee, then Grantee shall move, relocate, reroute, burry at a greater depth, or take any other action that Grantor deems reasonably and necessary appropriate in order to facilitate Grantor's use of the Easement. In the event that Grantee either fails or refuses to do any activity (after receipt of the 120 day written notice) as reasonably and necessary directed by Grantor in order to fulfil the intent of the terms of this paragraph, Grantor shall then have the right, after providing at least 10 days written notice to Grantee to cure or perform the requested Pipeline protection, to thereafter correct or eliminate such violation at the sole expense of Grantee. Grantee shall promptly reimburse Grantor for any actual direct expense related thereto within 45 days after Grantee receives from Grantor proper and specific invoices supporting such direct expenses.

a. In the event Grantor shall require Grantee to relocate all or any part of the Pipeline or Easements, the parties hereto shall enter into a new easement agreement based upon the same terms and provisions hereof, which easement agreement shall cover such portions of the Pipeline and appurtenance facilities remaining within the Easements as well as such portions being relocated within Grantor's property. This Easement Agreement shall terminate upon execution and delivery of such new or relocation by Grantor.

5. Mowing. Grantee shall mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery, in the sole judgment of Grantee or as reasonably directed by Grantor, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipeline.

6. Assignment. Grantee shall have the right to assign this Agreement and Easements in whole or in part, in which event Grantor hereby acknowledges and agrees that the assignee shall automatically succeed to the rights and obligations of Grantee to the extent conveyed in such assignment.

7. Entire Agreement. This Agreement together with exhibits incorporated herein by reference, if any, embodies the entire whole agreement of the parties.

8. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part hereof. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will be construed as though authored by Grantee.

9. Indemnity. GRANTEE HEREBY ASSUMES ALL LIABILITY FOR AND SHALL HOLD GRANTOR HARMLESS FROM, DEFEND AND INDEMNIFY GRANTOR AGAINST ANY AND ALL CLAIMS, DEMANDS, FINES, DAMAGES, LIABILITIES, LOSSES, COSTS, EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COURT COSTS), THAT MAY BE SUFFERED OR INCURRED BY THE GRANTOR ON ACCOUNT OF INJURIES TO OR DEATH OF ANY PERSONS, OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY OR DAMAGE TO THE ENVIRONMENT OR RELATING TO VIOLATIONS OF ANY LEGAL REQUIREMENTS ARISING DIRECTLY OUT OF THE OPERATIONS, NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTEE OR GRANTEE'S OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS AND SUBCONTRACTORS, INCLUDING ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR.

10. Warranty of Title. Grantor makes no warranty of title to the land and Easements herein described and, to the extent that Grantor has any ownership in the property in question, it has the authority to grant and convey said rights and interests to the Grantee and its successors or assigns. To the extent there is a direct title challenge or claim as to the Easement, then Grantee agrees (at it sole option) to either: (i) defend, at its own expense, subject to the reasonable control of such defense by Grantor as to only the conveyance of the Easement, all claims disputing Grantor's legal title and right to convey the Easements to the Grantee; or (ii) seek a new easement from the proven true legal fee simple title owner of the land.

11. Law and Venue. This Agreement shall be interpreted and enforced in the State of Texas where the land or property described herein is located for all purposes. Venue and jurisdiction for all suits involving this Agreement shall exclusively be in State District Court in Jefferson County, Texas and none other.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and, subject to Grantor's right to reasonable control such litigation as to only the conveyance of the Easement, Grantee, its successors and assigns do hereby agree to defend title to said Easements. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit

of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

Next Page is the Signature Page.

SIGNATURE PAGE
TO
PERMANENT PIPELINE EASEMENT AGREEMENT

EXECUTED this 16th day of APRIL 2018.

GRANTOR:

By: _____

Grantee's Address:
Coastal Caverns, Inc.
919 Milam Street, Suite 2425
Houston, Texas 77002

ATTACHMENTS:

Exhibit "A" – Legal Description of Permanent Easement & Temporary Work Space
Exhibit "B" – Survey Plat of Easements

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

The foregoing instrument was acknowledged on this 16th day of APRIL, 2018, by Judge Jeff Branick, Jefferson County Judge.

LOMA C. GEORGE
Notary Public State of Texas
Commission Expires
FEBRUARY 7, 2019

Loma C George
Notary Public, State of Texas

Loma C George
(Print Name of Notary Public Here)

PLEASE RETURN RECORDED ORIGINAL TO:
Jason Davis
Crain, Caton & James, PC
1401 McKinney Street, 17th Floor
Houston, Texas 77010-4035

Exhibit "A"

Legal Description of Permanent Easement & Temporary Work Space

(See Attached)

STATE OF TEXAS

COUNTY OF JEFFERSON

EXHIBIT "A"

TX-JF-0006.00100 (HEBERT ROAD)

CENTERLINE SURVEY DESCRIPTION OF A PROPOSED 12-INCH PIPELINE & 2-INCH UTILITY CONDUIT ACROSS & PARALLEL WITH HEBERT ROAD

Being the centerline survey description of a proposed 12–inch pipeline & 2-inch utility conduit, extending over, through and across Hebert Road, situated in the W. N. Sigler Survey, Abstract No. 48 and the E. D. Chenneth Survey, Abstract No. 104, Jefferson County, Texas; being more particularly described as follows:

Bearings shown hereon are referenced to the Texas State Plane Coordinate System, South Central Zone 4204, NAD83. Distances hereon are grid and may be converted to surface by dividing by a combined scale factor of 0.9999265521.

COMMENCING (P.O.C. – CL SURVEY) at a 2-inch iron pipe found in the east right-of-way (R/W) line of Hebert Road (60' wide), marking the southwest corner of a called 9.003 acre tract of land conveyed to Gary W. Collins (no deed provided) and the northwest corner of a called 290.577 acre tract of land being depicted as "Tract II" in a deed conveyed to BASF Corporation recorded in Jefferson County Clerk's File (J.C.C.F.) No. 96-9639343 Official Public Records of Jefferson County, Texas (O.P.R.J.C.T.): from which, a 1/2-inch iron rod with cap stamped "Faust" found in the north line of said Tract II, marking the southeast corner of said 9.003 acre tract bears North 81°10'35" East, a distance of 753.47 feet;

THENCE, North 03°07'54" West, along said east R/W line and the west line of said 9.003 acre tract, a distance of 15.08 feet to the **POINT OF BEGINNING** (P.O.B–CL SURVEY) of the herein described centerline survey;

THENCE, departing said R/W line, along said centerline survey, over and across said Hebert Road with the following courses;

South 81°10'52" West, a distance of 47.90 feet to an angle point;
South 03°24'29" East, a distance of 900.26 feet to an angle point;
South 03°18'16" East, a distance of 2,904.37 feet to an angle point;
North 86°40'26" East, a distance of 45.76 feet to an angle point;
South 03°08'09" East, a distance of 1,803.33 feet to an angle point;

THENCE, North 86°42'09" East, a distance of 14.95 feet to the east R/W line of said Hebert Road and the west line of a called 82.692 acre tract of land being depicted as "Tract I" in a deed conveyed to Nelson-Umphrey Real Estate, LLC recorded under J.C.C.F. No. 2011041080 O.P.R.J.C.T. marking the **POINT OF TERMINUS** (P.O.T.–CL SURVEY) of the herein described centerline survey; from which, a 5/8–inch iron rod found marking the northwest corner of said Tract I and the southwest corner of Knauth Road (80' wide) bears North 03°29'03" West, a distance of 175.87 feet; from said P.O.T., a 1/2–inch iron rod found in the said east R/W line, marking the southwest corner of called 87.328 acre tract of land being depicted as "Tract II" as described in said deed no. 2011041080 bears South 03°15'13" East, a distance of 1,564.26 feet; the total length of the herein described centerline survey is 5,716.57 feet or 346.46 rods; the temporary workspaces containing a calculated area of 3.111 acres (135,482 square feet) of land.

METES AND BOUNDS DESCRIPTION OF A PROPOSED 20-FOOT WIDE PIPELINE & UTILITY CONDUIT EASEMENT

Being a metes and bounds description of a proposed 20-foot wide pipeline & utility conduit easement, extending over, through and across Hebert Road, situated in the W. N. Sigler Survey, Abstract No. 48 and the E. D. Chenneth Survey, Abstract No. 104, Jefferson County, Texas; being more particularly described as follows:

COMMENCING at said P.O.C. – CL SURVEY

THENCE, North 03°07'54" West, along said east R/W line and the west line of said 9.003 acre tract, a distance of 5.03 feet to the **POINT OF BEGINNING** (P.O.B.–PERM. ESM'T) of the herein described pipeline easement;

THENCE, South 81°11'13" West, over and across said Hebert Road, a distance of 32.84 feet to an angle point.

THENCE, South 03°21'26" East, over and across said Hebert Road, a distance of 3,786.02 feet to an angle point.

THENCE, North 86°40'26" East, over and across said Hebert Road, a distance of 40.94 feet to an angle point in the east Right-of-Way line of Hebert Road and the west line of a called 174.00 acre tract conveyed to Roy L. Breaux, Jr an wife Judith Doucet Breaux by deed recorded in Vol. 2001, Pg. 105 D.R.J.C.

THENCE, South 03°14'17" East, with the east line of Hebert Road and the west line of the 174.00 acre tract, a distance of 1,556.91 feet to an angle point.

THENCE, South 02°30'29" East, along the east line of Hebert Road and across the west end of Knauth Road (80'ROW), a distance of 80.56 feet to an angle point.

THENCE, South 03°29'03" East, along the east line of Hebert Road and the west line of a called 82.692 acre tract conveyed to Nelson-Umphrey Real Estate LLC by deed recorded in J.C.C.F. 2011041080 O.P.R.J.C.T., a distance of 185.87 feet to the south east corner of the herein described pipeline easement.

THENCE, South 86°42'09" West, over and across said Hebert Road, a distance of 20.00 feet to the southwest corner of the herein described pipeline easement.

THENCE, North 03°29'03" West, over and across said Hebert Road, a distance of 185.98 feet to an angle point.

THENCE, North 02°30'24" West, over and across said Hebert Road, a distance of 80.47 feet to an angle point in the west Right-of-Way line of Hebert Road and the east line of the Federal Prison Complex.

THENCE, North 03°14'17" West, along the west line of Hebert Road and the east line of the Federal Prison Complex, a distance of 1,536.88 feet to an angle point.

THENCE, South 86°40'26" West, over and across said Hebert Road, a distance of 40.90 feet to an angle point.

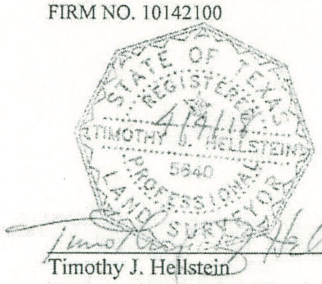
THENCE, North 03°21'26" West, over and across said Hebert Road, a distance of 3,824.19 feet to an angle point.

THENCE, North 81°10'52" East, over and across said Hebert Road, a distance of 53.01 feet to an angle point.

THENCE, South 03°07'54" East, a distance of 20.10 feet to the **POINT OF BEGINNING** of the herein described pipeline easement containing a calculated area of 2.618 acre (114,046 square feet) of land.

A further description of said centerline survey together with proposed pipeline easement and temporary workspaces are illustrated on Exhibit "B1", "B2" and "B3" titled EXHIBIT OF A PROPOSED 12-INCH PIPELINE, 2-INCH UTILITY CONDUIT & 20–FOOT WIDE PIPELINE EASEMENT ACROSS HEBERT ROAD SITUATED IN THE W. N. SIGLER SURVEY, ABSTRACT NO. 48 AND IN THE E. D. CHENNETH SURVEY, ABSTRACT NO. 104 JEFFERSON COUNTY, TEXAS", dated 03/07/18, the latest revision dated 04/04/18 and identified as Drawing Number 12930-TX-JF-0006.00100.DWG.

Compiled by: Luis Gonzalez
Reviewed by: Timothy J. Hellstein, RPLS
MORRIS P. HEBERT, INC.
10101 SOUTHWEST FREEWAY, SUITE 620
HOUSTON, TEXAS 77074
(713) 219-1470
FIRM NO. 10142100



Timothy J. Hellstein
Registered Professional Land Surveyor
Texas Registration No. 5640

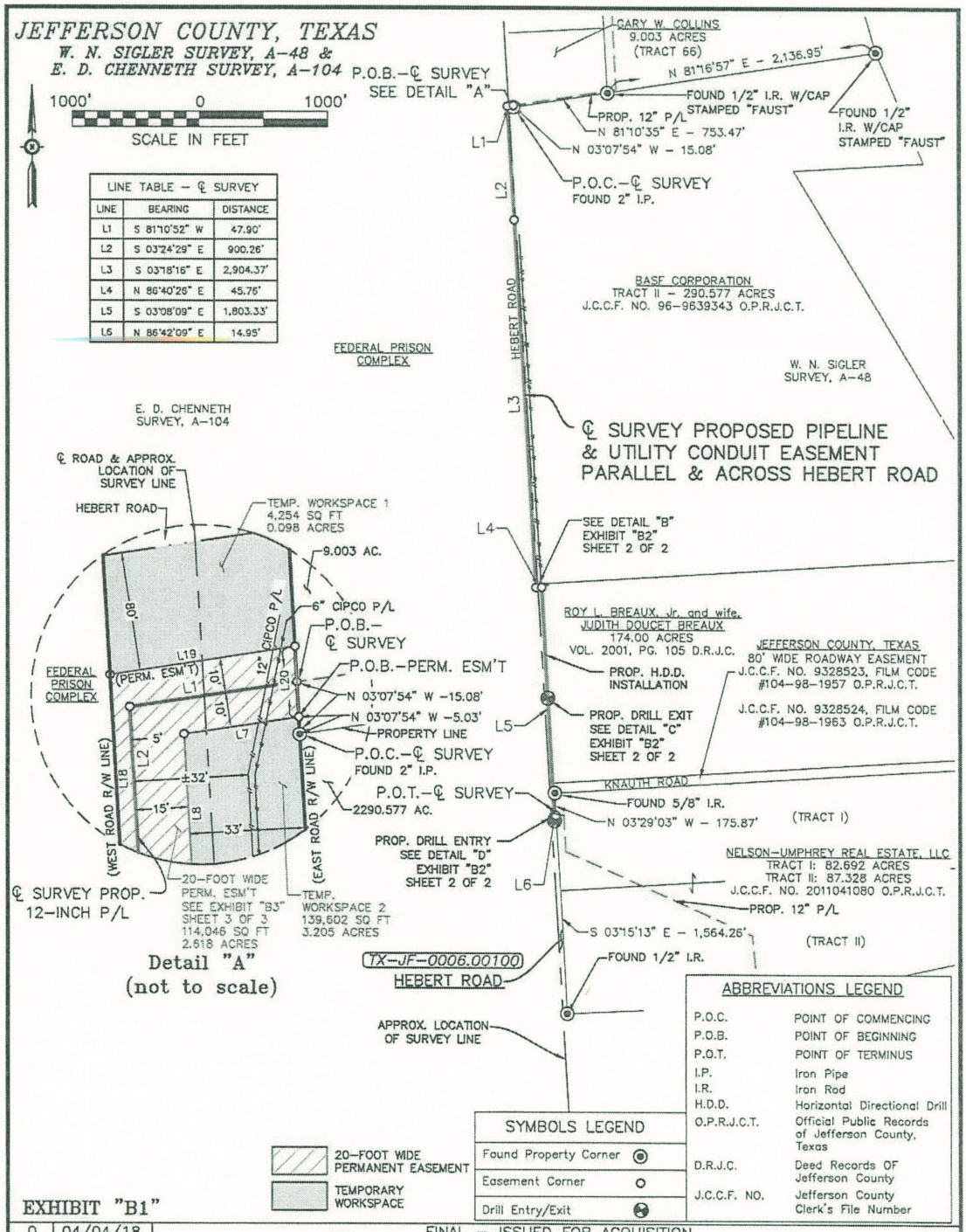


EXHIBIT "B1"

NO.	DATE	REVISION
0	04/04/18	FINAL - ISSUED FOR ACQUISITION

COASTAL CAVERNS, INC.

EXHIBIT OF A PROPOSED 12-INCH PIPELINE, 2-INCH UTILITY CONDUIT & 20-FOOT WIDE PIPELINE EASEMENT
PARALLEL & ACROSS HEBERT ROAD
SITUATED IN THE W. N. SIGLER SURVEY, A-48 & IN THE E. D. CHENNETH SURVEY, A-104
JEFFERSON COUNTY, TEXAS

Morris P. Hebert, Inc.
SURVEYING • ENGINEERING • ENVIRONMENTAL SERVICES • FIELD SERVICES • GIS
FIRM NO. 10142100

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY: LG	SHEET: 1 OF 3
CHECKED BY: AK	SCALE : AS SHOWN
APPROVED BY: TJH	DATE: 03/07/18
CAD FILE: 12930-TX-JF-0006.00100	

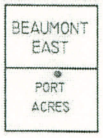
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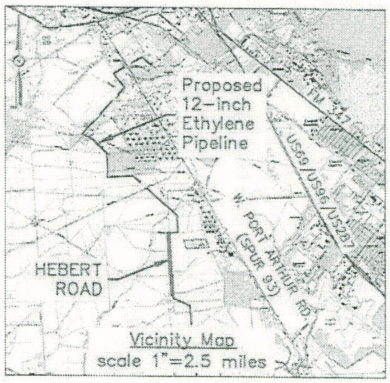
PROPERTY DESCRIPTION

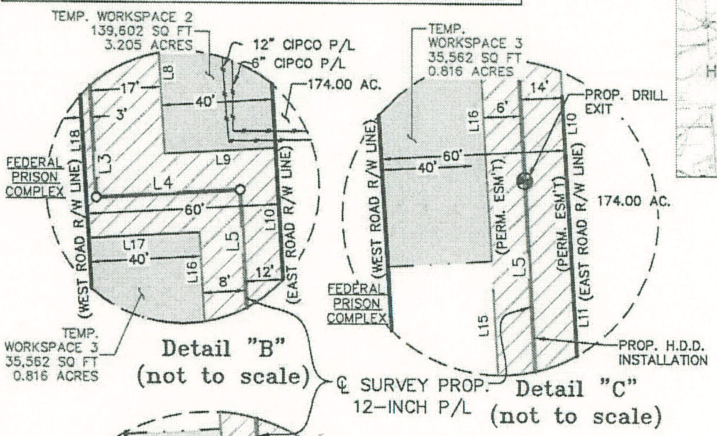
Being that certain Hebert Road situated in W. N. Sigler Survey, Abstract No. 48 and E. D. Chenneth Survey, Abstract No. 104, Jefferson County, Texas.

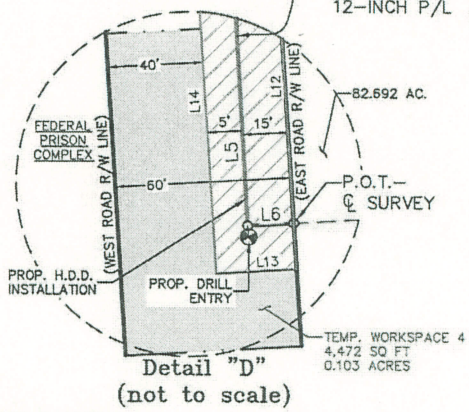
SURVEY LINE	
LENGTH OF C/L SURVEY	5,716.57 L.F./346.46 RODS
RIGHT OF WAY LAND USE	
20' PERMANENT R/W	114,046 SQ. FT./2.618 ACRES
TEMPORARY WORKSPACE 1	4,254 SQ. FT./0.098 ACRES
TEMPORARY WORKSPACE 2	139,602 SQ. FT./3.205 ACRES
TEMPORARY WORKSPACE 3	35,562 SQ. FT./0.816 ACRES
TEMPORARY WORKSPACE 4	4,472 SQ. FT./0.103 ACRES
TOTAL WORKSPACES	183,890 SQ. FT./4.222 ACRES

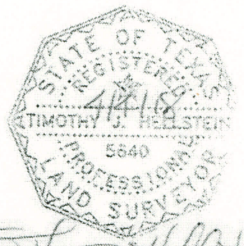
QUAD MAP INDEX











APPROVED: _____

TIMOTHY J. HELLSTEIN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5640

THIS DOCUMENT VALID ONLY WHEN EITHER AN ORIGINAL CERTIFICATION STAMP OR AN EMBOSSING SEAL IS IMPRESSED OVER AN ORIGINAL SIGNATURE.

GENERAL NOTES:

1. Bearings shown hereon are referenced to Texas State Plane Coordinate System, South Central Zone, NAD83. Distances hereon are grid and may be converted to surface by dividing by a combined scale factor of 0.9999265521.

2. This exhibit was prepared without the benefit of a commitment for title insurance; therefore, easements of record may exist and are not shown hereon. The ownership information of the subject and adjoining tracts, shown hereon, referenced to a preliminary ownership report dated September 20, 2017 provided by SunCoast Land Services, Inc. No additional research has been performed by Morris P. Hebert, Inc.

3. An on-the-ground effort has been made to locate and indicate all cables, pipelines, utilities, etc. crossed by the proposed project; however, due to the inherent limitations of electronic magnetic locating equipment, Morris P. Hebert, Inc. is not responsible for any not located during the course of the survey. It is not within the scope of this exhibit to locate all buried utility lines on this property, not all improvements shown hereon.

4. A separate metes and bounds description titled Exhibit "A" accompanies this plat.

EXHIBIT "B2"

NO.	DATE	REVISION
0	04/04/18	FINAL – ISSUED FOR ACQUISITION

COASTAL CAVERNS, INC.

EXHIBIT OF A PROPOSED 12-INCH PIPELINE, 2-INCH UTILITY CONDUIT
& 20-FOOT WIDE PIPELINE EASEMENT
PARALLEL & ACROSS HEBERT ROAD
SITUATED IN THE W. N. SIGLER SURVEY, A-48 & IN THE E. D. CHENNETH SURVEY, A-104
JEFFERSON COUNTY, TEXAS

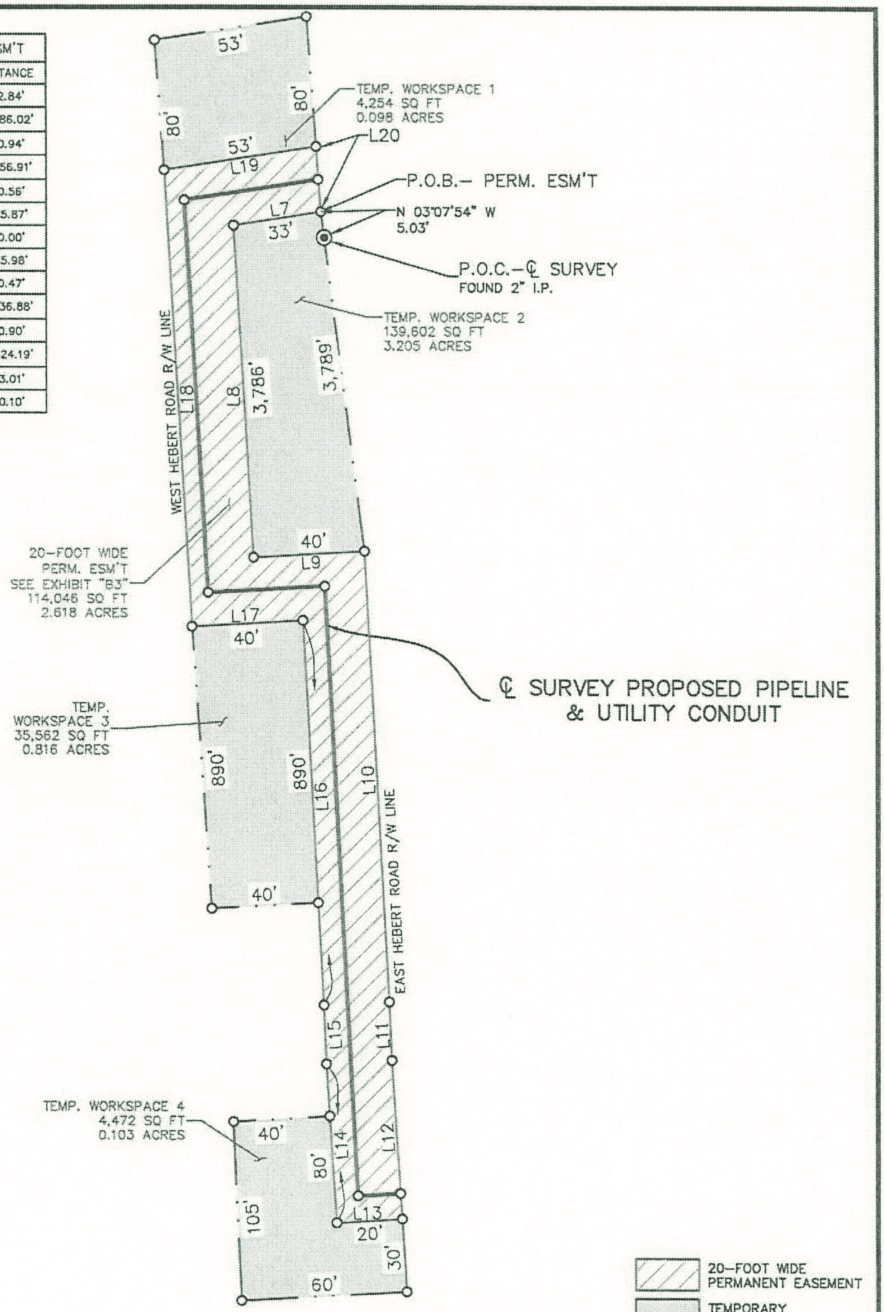
Morris P. Hebert, Inc.
SURVEYING • ENVIRONMENTAL • FIELD SERVICES
FIRM NO. 10142100

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY: LG	SHEET: 2 OF 3
CHECKED BY: AK	SCALE : AS SHOWN
APPROVED BY: TJH	DATE: 03/07/18
CAD FILE: 12930-TX-JF-0006.00100	

H:\Projects\12930 CCI Ethylene South Header System\5000 PLATS\DWG\FINAL\12930-TX-JF-0006.00100.dwg plotted on Apr 04, 2018 - 2:46pm

LINE TABLE – PERM. ESM'T		
LINE	BEARING	DISTANCE
L7	S 81°10'52" W	32.84'
L8	S 03°21'26" E	3,786.02'
L9	N 86°40'26" E	40.94'
L10	S 03°14'17" E	1,556.91'
L11	S 02°30'29" E	80.56'
L12	S 03°29'03" E	185.87'
L13	S 86°42'09" W	20.00'
L14	N 03°29'03" W	185.98'
L15	N 02°30'24" W	80.47'
L16	N 03°14'17" W	1,536.88'
L17	S 86°40'26" W	40.90'
L18	N 03°21'26" W	3,824.19'
L19	N 81°10'52" E	53.01'
L20	S 03°07'54" E	20.10'



Detail "E"
(not to scale)

20–FOOT WIDE PERMANENT EASEMENT

TEMPORARY WORKSPACE

SYMBOLS LEGEND

Easement Corner ○

EXHIBIT "B3"

NO.	DATE	REVISION
0	04/04/18	FINAL – ISSUED FOR ACQUISITION

COASTAL CAVERNS, INC.

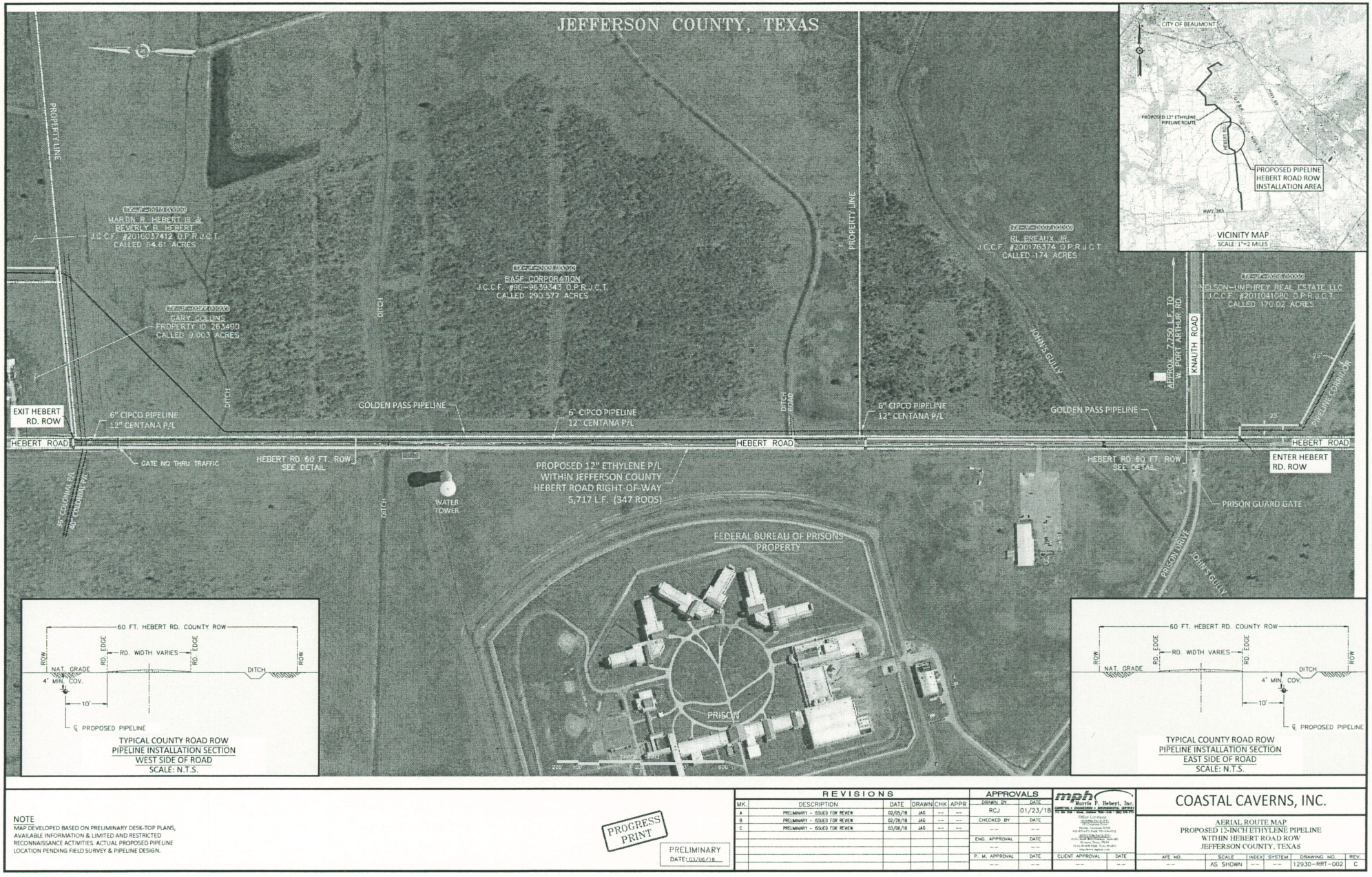
EXHIBIT OF A PROPOSED 12–INCH PIPELINE, 2–INCH UTILITY CONDUIT
& 20–FOOT WIDE PIPELINE EASEMENT
PARALLEL & ACROSS HEBERT ROAD
SITUATED IN THE W. N. SIGLER SURVEY, A–48 & IN THE E. D. CHENNETH SURVEY, A–104
JEFFERSON COUNTY, TEXAS

Morris P. Hebert, Inc.
SURVEYING • ENGINEERING • ENVIRONMENTAL • TRUCKING • FIELD SERVICES • GIS
FIRM NO. 10142100

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
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985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY: LG	SHEET: 3 OF 3
CHECKED BY: AK	SCALE : AS SHOWN
APPROVED BY: TJH	DATE: 03/07/18
CAD FILE: 12930–TX–JF–0006.00100	

H:\Projects\12930 CCI Ethylene South Header System\5000 PLATS\DWG\FINAL\12930–TX–JF–0006.00100.dwg plotted on Apr 04, 2018 – 2:35pm



NOTE
MAP DEVELOPED BASED ON PRELIMINARY DESK-TOP PLANS, AVAILABLE INFORMATION & LIMITED AND RESTRICTED RECONNAISSANCE ACTIVITIES. ACTUAL PROPOSED PIPELINE LOCATION PENDING FIELD SURVEY & PIPELINE DESIGN.

PROGRESS PRINT

PRELIMINARY
DATE: 03/06/18

REVISIONS					
MK.	DESCRIPTION	DATE	DRAWN	CHK	APPR
A	PRELIMINARY - ISSUED FOR REVIEW	02/05/18	JAG	--	--
B	PRELIMINARY - ISSUED FOR REVIEW	02/28/18	JAG	--	--
C	PRELIMINARY - ISSUED FOR REVIEW	03/06/18	JAG	--	--

APPROVALS	
DRAWN BY	DATE
RCJ	01/23/18
CHECKED BY	DATE
--	--
ENG. APPROVAL	DATE
--	--
P. M. APPROVAL	DATE
--	--
CLIENT APPROVAL	DATE
--	--

mph Morris P. Hebert, Inc.
CIVIL • SURVEYING • ENVIRONMENTAL
Houston, Texas 77042
Phone: 713-784-4500
Fax: 713-784-4501
Texas Board of Professional Engineers Registration No. F-439
Texas Board of Professional Land Surveying Registration No. 100806-00
Texas Board of Professional Geoscientists Registration No. 50238
http://www.mphinc.com

COASTAL CAVERNS, INC.

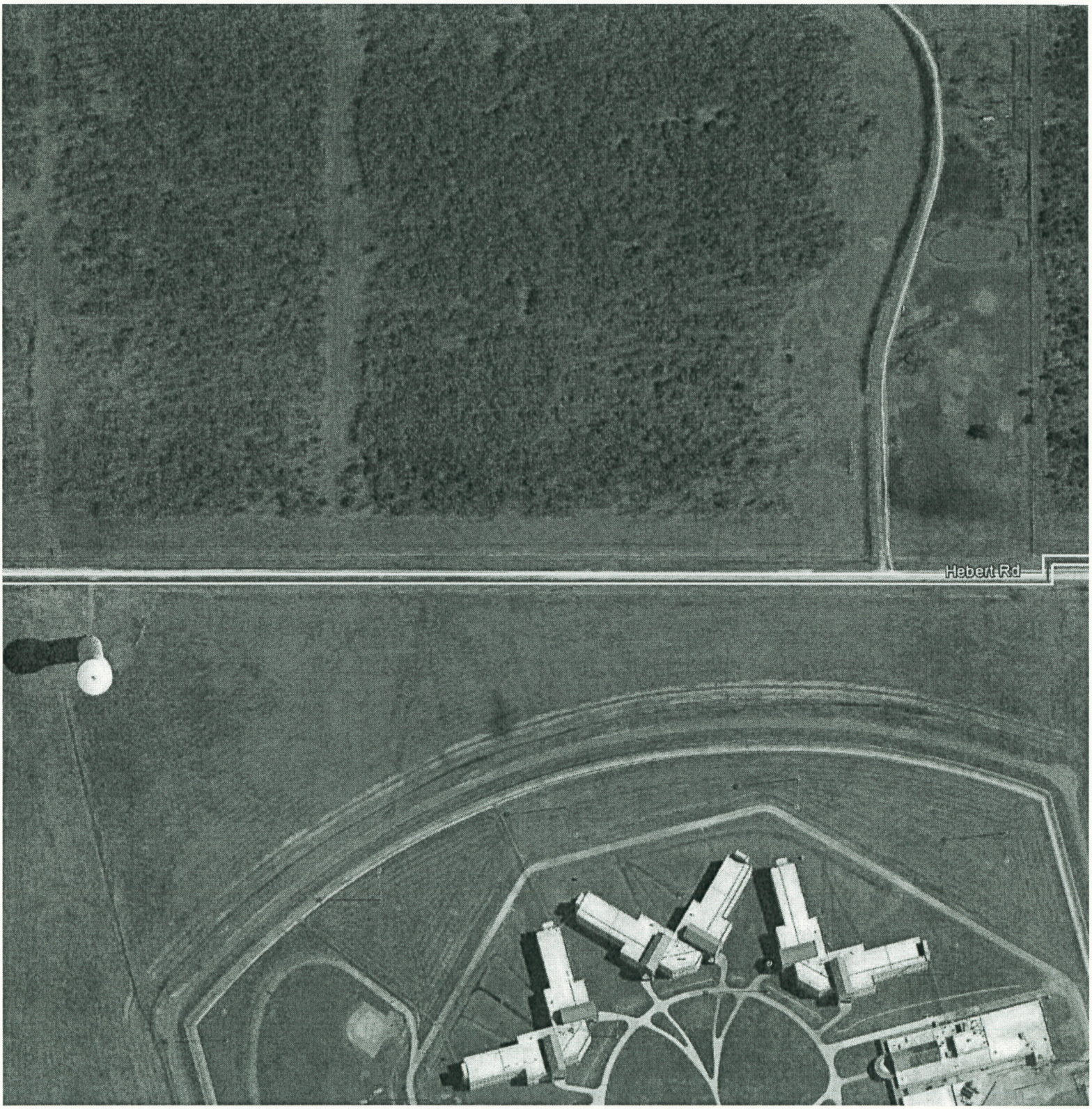
AERIAL ROUTE MAP
PROPOSED 12-INCH ETHYLENE PIPELINE
WITHIN HEBERT ROAD ROW
JEFFERSON COUNTY, TEXAS

AFE NO.	SCALE	INDEX	SYSTEM	DRAWING NO.	REV.
--	AS SHOWN	--	--	12930-RRT-002	C

H:\Projects\12930 CC Ethylene South Header System\0000 CONCEPT DRAWINGS\Aerial Overview\CC BEX Reroute Sketch.dwg plotted on Apr 05, 2018 - 8:38pm

Hebert Rd
Knauth Rd
W Port Arthur Rd
93
Google
© 2018 Google


Hebert Rd


Hebert Rd


Knauth Rd
Hebert Rd

Exhibit "B"

Survey Plat of Easements

(See Attached)

PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 16th day of April, 2018, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Proclamation was adopted:

GLOBAL YOUTH DAY

WHEREAS, Global Youth Service Day is an annual campaign that celebrates and mobilizes millions of children and youth in the interest of improving their communities each day of the year through service and service-learning while increasing civic engagement, academic motivation and achievement, and workforce readiness; and

WHEREAS, Global Youth Service Day is one of the largest service events in the world, and the only day of service dedicated solely to engaging youth ages 5 – 25; and

WHEREAS, high quality service programs like IEA – Inspire, Encourage, Achieve and the community partners they engage – provide opportunities for youth to be active citizens and community leaders; and for schools, community organizations, government agencies, businesses, and families to engage youth as problem solvers and change agents; and

WHEREAS, the Edward M. Kennedy Serve America Act recognizes Global Youth Service Day as a national day of service and calls on the citizens of the United States to participate; and

WHEREAS, Youth Service America, IEA – Inspire, Encourage, Achieve and the Jefferson County Juvenile Probation Department are mobilizing citizens to serve their communities on Global Youth Service Day.

THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County does hereby proclaim April 20 - 22, 2018 to be "Global Youth Service Days" in Jefferson County, Texas and we encourage all citizens to serve their communities.

Signed this 16TH day of April, 2018.

JUDGE JEFF R. BRANICK
County Judge

ABSENT
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

AGENDA ITEM **April 16, 2018**

Consider, possibly, authorize the County Judge to execute, receive and file an Inter-local Agreement between Jefferson County and the City of Nederland for street repairs pursuant to Section 791.014, Texas Government Code.

STATE OF TEXAS)(
)(INTERLOCAL AGREEMENT
COUNTY OF JEFFERSON)(

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Nederland, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Nederland, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Nederland, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by the these presents:

City of Nederland and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor, equipment and material to repair certain streets, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Nederland shall furnish Precinct Two, with materials needed in exchange for the labor and equipment. The City of Nederland will supply 4,000 gallons of CRS-2 oil.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
8. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the 16th day of APRIL, 2018.

Jeff R. Branick
Jefferson County Judge

R.A. "Dick" Nugent
Mayor, City of Nederland

R.A. "Dick" Nugent, Mayor
Don Albanese, Mayor Pro Tem
Talmadge Austin, Councilmember
Billy Neal, Councilmember
Craig J. Belaire, Councilmember
Christopher Duque, City Manager

City of Nederland

P.O. Box 967 · Nederland, Texas 77627 · (409) 723-1503 · FAX (409) 723-1550

February 12, 2018

Brent Weaver
Jefferson County Commission, Pct. 2
Road & Bridge Precinct 2
7759 Viterbo Road
Beaumont, Texas 77705

Re: 2018 STREET PROJECTS

Dear Commissioner Weaver:

The City of Nederland appreciates the opportunity to solicit assistance from Precinct 2 with the City's 2018 Street Program. The City requests the County's with the following streets:

BOMAG AND CHIP SEAL	WIDTH	LENGTH
26th Street - Detroit to Gary	20	825
28th Street - West Chicago to Gary	20	800
West Chicago - 27th to 28th Streets	20	800
32nd St. - Canal to Seattle	20	975
34th St. - Canal to Seattle	20	975
Seattle Ave - 18th St. to Dead End	20	950
Gary Ave - 15th St. to Dead End	20	280
Elgin Ave - 15th to 17th Streets	20	1,000
Boston Ave - 21st St. to Dead End	20	1,400
10th St. - Boston Ave to Helena	20	1,850
8th St. - Nederland Ave to Boston Ave	20	700
4th St. - Boston Ave to Dead End	20	525
Marshall - 15th to 12th Streets	20	1,575
Ave K - South 14th St. to Hwy 347	20	1,000
Ave B - South 21st St. to South 20th St.	20	330
Ave G - South 21st St. to Dead End	20	525
Ave B - South 32nd St. to South 37th	20	1,800
South 29th St. - Ave H to Ave G	20	285
South 37th St. - Hwy 365 to Park	20	1,500
Avenue E - South 21st to South 27th Streets	20	1,950
South 6th St. - Nederland Ave to DD7 ditch	20	1,350
West Chicago - 28th St. to Gary	20	650
	Total Lf	**22,045**

City resources are prepared to assist with the Precinct's efforts. If you have any questions or concerns, please contact me at my Office at (409) 723-1503 or via email at cduque@ci.nederland.tx.us. Thank you.

Sincerely,

Christopher Duque,
City Manager

2018 Mid County City street assistance Exhibit A.

Attached are the inter-local agreements with the Cities of Groves and Nederland and project maps. Item number 2 in the inter-local agreement reflects the cities providing the county with materials needed as mentioned below. I have also attached the assistance requested according to street name and map to serve as an attachment to the inter-local agreement for each project by city.

Nederland is providing 4,000 gallons of CRS-2 Oil for the county, and the city of Groves is providing 150 tons of cover stone aggregate rock for the county. This is in accordance with section number 2 in our inter-local agreement where the county assists the cities of Groves and Nederland with street work and the city provides the county with materials needed.

AGENDA ITEM **April 16, 2018**

Consider, possibly approve and authorize the County Judge to execute Approval for Tax Exempt Financing for The Hughen Center, Inc. pursuant to Internal Revenue Code of 1986, Sec.147 (f).

APPROVAL OF HIGHEST ELECTED OFFICIAL
OF JEFFERSON COUNTY, TEXAS

WHEREAS, The Hughen Center, Inc. (the "*Borrower*"), in connection with a tax-exempt financing in the aggregate principal amount of $8,000,000, has requested the approval of the Financing (as described below) and the Project (as defined below) located in Jefferson County, Texas; and

WHEREAS, the "*Financing*" consists of a loan agreement among the Borrower, Whitney Cultural Education Facilities Finance Corporation (the "*Corporation*") and First Financial Bank, N.A. (the "*Lender*") through which the Lender will make a loan to the Corporation, which in turn will make a loan to the Borrower for the purpose of (A) financing and refinancing the acquisition, construction, renovation and equipping of the Bob Hope Middle School and High School Campus located at 2849 9th Avenue, Port Arthur, Texas 77642, including, but not limited to classrooms, a gymnasium, and a parking lot; (B) financing and refinancing the acquisition, construction, renovation and equipping of the Bob Hope Elementary School Campus located at 4301 32nd Street, Port Arthur, Texas 77642; (C) financing the acquisition, construction, renovation and equipping of a new campus located at 7720 Park North Drive, Beaumont, Texas 77808; (D) funding a debt service reserve fund; and (E) paying certain expenses in connection with the issuance of the Loans (the "*Project*");

WHEREAS, the public hearing was held on April 4, 2018 by the hearing officer and no member of the public presented comments orally or in writing. See the Certificate of Public Hearing attached hereto as Exhibit A; and

WHEREAS, in accordance with certain provisions of the Internal Revenue Code of 1986, as amended (the "*Code*"), as described below, notice of a public hearing was published in *Beaumont Enterprise* in the City of Jefferson, Jefferson County, Texas, on March 19, 2018 which notice provided that members of the public were invited to a hearing to be held on April 4, 2018 at 10:00 a.m. at the Bob Hope School, 2849 9th Avenue, Port Arthur, Texas 77642, in connection with the Financing and the Project. See the Publisher's Affidavit attached hereto as Exhibit B; and

WHEREAS, it is necessary for the undersigned, as the highest elected official of Jefferson County, Texas (the "*County*"), to approve the Financing and the Project solely for the purpose of satisfying the requirements of section 147(f) of the Code;

NOW, THEREFORE, the undersigned highest elected official of the County, acting solely in his official capacity as County Judge, hereby approves the Financing; provided that such approval shall be solely for the purposes of section 147(f) of the Code, and neither the County nor the undersigned shall have any responsibility or liability for the Financing or the Project.

THIS APPROVAL SHALL NOT BE CONSTRUED AS (1) A REPRESENTATION OR WARRANTY BY THE COUNTY, THE COUNTY JUDGE OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY, OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS THAT THE FINANCING WILL BE PAID OR THAT ANY OBLIGATIONS ASSUMED BY ANY OF THE PARTIES UNDER THE

INSTRUMENTS DELIVERED IN CONNECTION WITH THE FINANCING WILL IN FACT BE PERFORMED; (2) A PLEDGE OF THE FAITH AND CREDIT OF OR BY THE COUNTY OR THE STATE OF TEXAS OR ANY AGENCY, INSTRUMENTALITY, OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE COUNTY; OR (3) A REPRESENTATION OR WARRANTY BY THE COUNTY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF ANY CORPORATION OR THE VALIDITY OF THE FINANCING. FURTHER, THE FACT THAT THE UNDERSIGNED HAS APPROVED THE FINANCING AS REQUIRED BY THE CODE MAY NOT, IN ANY EVENT, BE USED AS A SALES DEVICE WITH RESPECT TO THE FINANCING.

IN WITNESS WHEREOF, I have set my hand as of this APRIL 16, 2018.

JEFFERSON COUNTY, TEXAS

County Judge

EXHIBIT A

CERTIFICATE OF PUBLIC HEARING

CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with a series of loan transactions to be entered into by the Whitney Cultural Education Facilities Finance Corporation (the "*Corporation*"), The Hughen Center, Inc. ("*Borrower*") and First Financial Bank, N.A. in the maximum amount of $8,000,000 (the "*Loans*") for the benefit of Borrower, as follows:

1. I served as Hearing Officer for the Corporation for the purpose of conducting a public hearing on the Loans and the use of the proceeds thereof for the purpose of (A) financing and refinancing the acquisition, construction, renovation and equipping of the Bob Hope Middle School and High School Campus located at 2849 9th Avenue, Port Arthur, Texas 77642, including, but not limited to classrooms, a gymnasium, and a parking lot; (B) financing and refinancing the acquisition, construction, renovation and equipping of the Bob Hope Elementary School Campus located at 4301 32nd Street, Port Arthur, Texas 77642; (C) financing the acquisition, construction, renovation and equipping of a new campus located at 7720 Park North Drive, Beaumont, Texas 77808 (collectively, the "Project"); (D) funding a debt service reserve fund; and (E) paying certain expenses in connection with the issuance of the Loans.

2. Such hearing was conducted commencing at 10:00 a.m. on April 4, 2018 at the Bob Hope School, 2849 9th Avenue, Port Arthur, Texas 77642, which building and office was open to the public for purposes of the hearing.

3. At the time for the commencement of the hearing, comments, either orally or in writing, were publicly requested on the Project to be financed with proceeds of the Loan and on the making of the Loans.

4. At the hearing,

[✓] no persons presented comments orally or in writing.

[ ] the comments summarized in Exhibit B-1 were made orally by the persons listed therein.

[ ] the written comments attached hereto were presented.

5. No time limitations were imposed on any public comments.

IN WITNESS WHEREOF, I have hereunto set my hand this April 4, 2018.

Hearing Officer

EXHIBIT B

PUBLISHER'S AFFIDAVIT

Publishers Affidavit

Acct #063215106 Job =202525101 Tear Sheet Attached
Name ORRICK 3920602 B24281728

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Victoria Bond WHO BEING BY ME DULY SWORN, DEPOSES AND SAYS THAT HE/SHE IS A NEWSPAPER REPRESENTATIVE FOR THE BEAUMONT ENTERPRISE; THAT SAID NEWSPAPER REGULARLY PUBLISHED IN JEFFERSON COUNTY CIRCULATED IN JEFFERSON, HARDIN, TYLER, NEWTON, ORANGE, JASPER, LIBERTY, SABINE, CHAMBERS, SAN AUGUSTINE, ANGELINA AND GALVESTON COUNTY(COUNTIES), TEXAS; THAT THE ATTACHED NOTICE IN SAID NEWSPAPER ON THE FOLLOWING DATE(S), TO WIT:
03-19-18

Victoria Bond
NEWSPAPER REPRESENTATIVE

SWORN AND SUBSCRIBED TO BEFORE ME, THIS 20TH DAY OF MARCH 2018,

TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE.

Veronica M Tyrone
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

VERONICA M TYRONE 7163357 NOTARY PUBLIC STATE OF TEXAS EXPIRES FEB. 10, 2020

Veronica M. Tyrone
PRINT OR TYPE NAME OF NOTARY PUBLIC
MY COMMISSION EXPIRES 02-10-2020

NOTICE OF
PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Whitney Cultural Education Facilities Finance Corporation (the "Corporation"), a nonprofit corporation created by the City of Whitney, Texas pursuant to Chapter 337, Texas Local Government Code, will hold a public hearing on April 4, 2018, commencing at 10:00 a.m. at the Bob Hope School, 2849 9th Avenue, Port Arthur, Texas 77642, to provide an opportunity for all interested persons to be heard with respect to a proposed loan from First Financial Bank, N.A. (the "Bank") to the Corporation in the maximum amount of $8,000,000 and a proposed loan from the Corporation to The Hughen Center, Inc. (the "Borrower") in the same amount (collectively, the "Loans"); all pursuant to a Loan Agreement by and among the Corporation, the Bank and the Borrower.

The Loans are being made for the purpose of (A) financing and refinancing the acquisition, construction, renovation and equipping of the Bob Hope Middle School and High School Campus located at 2849 9th Avenue, Port Arthur, Texas 77642, including, but not limited to classrooms, a gymnasium, and a parking lot; (B) financing and refinancing the acquisition, construction, renovation and equipping of the Bob Hope Elementary School Campus located at 4301 32nd Street, Port Arthur, Texas 77642; (C) financing the acquisition, construction, renovation and equipping of a new campus located at 7720 Park North Drive, Beaumont, Texas 77808 (collectively, the "Project"); (D) funding a debt service reserve fund; and (E) paying certain expenses in connection with the issuance of the Loans. The Project is, or will be, owned by the Borrower. The Loans are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

All interested persons are invited to attend the hearing to express their views, both orally and in writing, with respect to the Loans and the Project. Any interested persons unable to attend the hearing may submit their views in writing to the President of the Board of Directors of the Corporation c/o Orrick, Herrington & Sutcliffe LLP, Attn: Hoang Vu, 609 Main Street, 40th Floor, Houston, Texas 77002, prior to the date scheduled for the hearing.

PROCLAMATION

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 16th day of April, 2018, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Proclamation was adopted:

National Crime Victims' Rights Week, April 8-14, 2018

WHEREAS, Americans are the victims of more than 20 million crimes each year, and crime can touch the lives of anyone regardless of age, national origin, race, creed, religion, gender, sexual orientation, immigration, or economic status; and

WHEREAS, many victims face challenges in finding appropriate services and too many communities feel disconnected from the justice and social response systems; and

WHEREAS, the victim services community has worked for decades to create an environment for victims that is safe, supportive, and effective;

WHEREAS, honoring the rights of victims, including the right to be heard and to be treated with fairness, dignity, and respect, and working to meet their needs rebuilds their trust in the criminal justice and social service systems; and

WHEREAS, Serving victims and rebuilding their trust restores hope to victims and survivors, as well as their communities; and

WHEREAS, National Crime Victims' Rights Week, April 8-14, 2018, is an opportune time to commit to ensuring that all victims of crime—even those who are challenging to reach or serve—are offered culturally and linguistically accessible and appropriate services in the aftermath of crime while expanding individual circles or trust and influence; and

WHEREAS, Jefferson County Victims' Assistance Center is hereby dedicated to expanding the circle by serving victims, building trust, and restoring hope for justice and healing.

NOW, THEREFORE, the Commissioners Court of Jefferson County, Texas, does hereby proclaim the week of April 8-14, 2018, as National Crime Victims' Rights Week and reaffirm that the Jefferson County, Texas is committed to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year.

Signed this 16th day of April, 2018.

JUDGE JEFF R. BRANICK
County Judge

ABSENT
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 16th day of April, 2018, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

Resolution Concerning Authority of Jefferson County to Regulate Game Rooms

WHEREAS, counties do not have the authority to enact ordinances and are only empowered to pass regulations that are legislatively or constitutionally authorized; and

WHEREAS, the Texas Legislature has granted some counties legislative authority to regulate game rooms pursuant to Chapter 234, subchapter E of the Texas Local Government Code; and

WHEREAS, Jefferson County does not currently qualify as a county with authority to regulate game rooms under Chapter 234, but many counties in close proximity to Jefferson County—including Harris County, Fort Bend County, Brazoria County, Galveston County, Montgomery County and Chambers County— do qualify under the statute; and

WHEREAS, illegal game rooms move across county lines away from counties that are regulating them to unregulated areas; and

WHEREAS, illegal game room operations in Jefferson County have dramatically increased since 2015 when the Legislature amended the statute to allow most counties adjacent to Harris County to regulate game rooms; and

WHEREAS, unregulated game rooms in the unincorporated areas of Jefferson County violate State gambling laws, generally operate behind locked doors and are not open to the public, generate large amounts of income that are not taxed, and are epicenters for many other criminal activities including, but not limited to capital murder, armed robbery, prostitution, other personal and property crimes, weapon offenses, illicit drug use and drug trafficking, money laundering, fraud, organized crime, and public corruption; and

WHEREAS, the Beaumont Police Department statistics for the period of January 24, 2017 through January 24, 2018 shows that there were 3,494 total 911 calls for service to the immediate area of game rooms and 1,210 911 calls for service were for received for the location of the actual known game rooms. The Beaumont Fire Department responded to 133 calls for service at known game rooms, and three of these 133 were arson cases. The Beaumont Police Department has found that most crimes at these facilities are not reported by the establishment but victims report the crimes at a later date, and

WHEREAS, one of the most heinous recent criminal offenses in this County stemmed directly from criminal activity surrounding a local game room—a Jefferson County jury found Joseph Colone, Jr. guilty of capital murder and sentenced him to death for the brutal slaying of a Beaumont woman and her teenage daughter because the woman was a key witness against Colone in the aggravated robbery of a game room; and

WHEREAS, unregulated game rooms, operated illegally, constitute public and private nuisances that adversely impact surrounding property owners and occupants, and the community as a whole; and

WHEREAS, to circumvent undercover investigations, operators of these illegal game rooms have changed their business models by restricting access to allow only members or known referrals, thereby preventing law enforcement agencies from gaining access to shut down illegal activities; and

WHEREAS, Jefferson County desires to reduce the adverse secondary effects of illicit game rooms and find that it is in the best interest of and for the protection of Jefferson County citizens that game room activity be strictly regulated that such game room operators be required to secure a permit to conduct business within the unincorporated areas of Jefferson County; and that Jefferson County be authorized to pursue violators both civilly and criminally;

NOW THEREFORE, be it resolved that the Commissioner's Court of Jefferson County, Texas urges all state elected officials to consider specific legislation to amend Local Government Code Section 234 to extend legislative authority to Jefferson County to regulate game rooms.

SIGNED this 16th day of April, 2018.

JUDGE JEFF R. BRANICK
County Judge

ABSENT
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

AGENDA ITEM **April 16, 2018**

Consider and possibly approve the appointment of a Criminal Associate Judge to replace Judge Leonard Giblin pursuant to Texas Government Code, Chapter 54A, Section 54A.002(a) and provide for the funding of such position at the same rates as were paid to Judge Giblin.

ORDER APPOINTING CRIMINAL ASSOCIATE JUDGE

Pursuant to the authority granted in the Texas Government Code Chapter 54A, sections 54A.001 through 54A.014, and pursuant to the authority of the undersigned duly-elected County Judge of Jefferson County, Texas and of the Criminal Courts of Jefferson County, Texas request and hereby approve of the appointment of _____ as Criminal Associate Judge for Jefferson County Criminal Courts.

The Criminal Associate Judge shall have the powers authorized under said Government Code provisions. Judge(s) of the Criminal Courts of Jefferson County, Texas handling misdemeanor and felony cases may refer to the Associate Criminal Judge any matter arising out of a criminal case involving:

1. A negotiated plea of guilty or no contest before the court;
2. A bond forfeiture;
3. A pretrial motion;
4. A writ of habeas corpus;
5. An examining trial;
6. A occupational driver's license;
7. An appeal of an administrative driver's license revocation hearing;
8. A civil commitment matter under Subtitle C, Title, Health and Safety Code;
9. Setting, adjusting or revoking bond;
10. The issuance of search warrants, including a search warrant under Article 18.02(10, Code of Criminal Procedure, notwithstanding Article 18.01©, Code of Criminal Procedure; and;
11. Any other matter the judge considers necessary and proper.

This Order shall be construed also as an order of referral from each of the undersigned Judges to the Associate Criminal Judge to handle all cases and dockets which they may hereafter refer to the Associate Criminal Judge without the need for a separate written order for any case, as authorized per Section 54A.007(b)(5).

Nothing in this Order shall prevent a referring Judge from limiting the Associate Criminal Judge's powers in a specific case.

This Order is effective immediately as to each court listed below upon the signature of that court's judge.

Signed this _____ day of _____, 2018.

Jeff R. Branick, County Judge

Honorable Raquel West

252nd District Court

Honorable John B. Stevens, Jr

Criminal District Court

Honorable Clint Woods

County Court at Law No. 3

Honorable Terrence Holmes

County Court at Law No. 2

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Criminal Associate Judge of the State of Texas, and I will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State so help me God.

_____

Signature of Person taking the Oath

SWORN TO AND SUBSCRIBED before me by _____ on this ____ day of _____, 2018.

_____

Notary Public and Person Administering the Oath

Printed Name: _____

Notary Public, State of Texas

AGENDA ITEM **April 16, 2018**

Consider, possibly approve, authorize the County Judge to execute, receive and file TxCDBG Contract Amendment/Modification Request A1101 for Contract No. 7216231 regarding first time sewer service.

TxCDBG CONTRACT AMENDMENT/MODIFICATION REQUEST A1101

Grant Recipient Name: JEFFERSON COUNTY Contract No 7216231 Region SETRPC

Modification No. 2 Start Date 12/30/2016 End Date 12/29/2018 Contract Amount $275,000.00

Check all contract provisions to be amended/modified (additional questions appear for some selections):

☒ Exhibit A Performance Statement ☐ Exhibit B Budget ☐ Contract Period (extension) ☐ Special Conditions

☐ Other _____

What changes are proposed for the contract? Correction to description of project, including quantity adjustments

Why are the proposed revisions requested for this contract?

The Program Modification will reflect the actual number of low to moderated income persons and the low to moderate income household including those house addresses listed in Change Order 5 that will be first time sewer service. The actual number of persons served is based on information that each of the household provided in the Homeowners Application which documented income earned. Including the change of addresses listed in Change Change Order 5, 17 of the 22 sites has provided complete homeowner application, sewer easements, and income verification to qualify as low to moderate income households to have first time sewer service installed under the current construction contact. There are 41 persons residing in the 17 low to moderate income households. Out of the 17 low to moderate income households 8 households had only one person..

Is the contract on hold for non-compliance with audit, monitoring, or programmatic requirements? No *TDA concur*

For Performance Statement Amendment/Modification Requests

Do the proposed revisions address the same problem identified in the current Performance Statement? (Select One)

Yes, same activity addressing the same problem

Do the proposed revisions change the beneficiaries of the contract? (Select One)

Yes, the beneficiaries indicated in the Performance Statement will decrease more than 25%.

Do the proposed revisions change the locations as described in the Performance Statement? (Select One)

No, the locations described in the Performance Statement are accurate.

How significant are the proposed revisions? (Select One)

For project with target area benefit: all work within same target area.

Is a previously conducted Environmental Review still valid? (Select One) *TDA concur*

Yes, the Review has been re-evaluated and remains valid.

Are all clearances previously submitted for contract Special Conditions still valid? (Select One)

Yes, the clearances have been re-evaluated and remain valid.

How will the proposed improvements be completed? (Select One)

Change Order to existing construction contract.

Will the project be completed by the contract end date? (Select One)

Yes

Required as of September 1, 2016 for all requested changes to TxCDBG contracts.
For additional information on contract changes see TxCDBG Project Implementation Manual Chapter 11

Provide any other appropriate information about this request in the space below:

There are three additional applications being reviewed for income eligibility. If approved will be included in another Change Order. Original Performance Statement was 23 first time sewer services that will serve 64 persons . Including Change Order 5, there are 17 low to moderate income households that have qualified for sewer service of which 41 low to moderate income persons will have public sewer service for the first time.

Supporting Documents Attached (if applicable):

- ☒ Revised Exhibit A (using track changes)
- ☐ Revised Exhibit B (using track changes)
- ☐ Resolution and Notice of Public Hearing
- ☐ Engineer's letter
- ☐ Revised Project Map
- ☐ Revised Implementation Schedule
- ☒ Other: Revised Low to Moderate Income Household Addresses with Income Survey

By my signature, I certify that the above is true and accurate and hereby request the contract change:

Signature of Authorized Signator	Title	Date
	COUNTY JUDGE	4/16/18

Notifications:

Mailing Address	Jefferson County Judge Office, P.O. Box 4025 Beaumont, Texas 77704
Email Address for Grant Recipient	jbranick@co.jefferson.tx.us
Other Email Address (list address for persons to be included in notification)	randy.blanks@sbcglobal.net

TDA Action:

☐ Notes Attached

Contract Specialist	Team Lead	TxCDBG Director	ORA Administrator
Date	Date	Date	Date

Required as of September 1, 2016 for all requested changes to TxCDBG contracts.
For additional information on contract changes see TxCDBG Project Implementation Manual Chapter 11

JEFFERSON COUNTY

2016 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FIRST TIME SEWER SERVICE FOR LOW TO MODERAT INCOME HOUSEHOLDS

CHEEK COMMUNITY

ADDRESS LIST

1. 10129 Lawhon
2. 9805 Lawhon
3. 9524 Lawhon
4. 9508 Lawhon
5. 6602 Boyt Road
6. 7139 Boyt Road
7. 7257 Boyt Road
8. 7446 Boyt Road
9. 7538 Boyt Road
10. 7779 Boyt Road
11. 7948 Boyt Road
12. 8909 MLK
13. 8787 MLK
14. 8811 MLK
15. 7099 Faith
16. 7145 Faith
17. 7084 Faith
18. 8643 Phillips Street
19. 8664 Phillips Street
20. 8567 Landry
21. 10307 Brooks Road
22. 10247 Brooks Road
23. 4408 Denley

Special, April 16, 2018

There being no further business to come before the Court at this time, same is now here adjourned on this date, April 16, 2018