SPECIAL, 6/18/2018 1:30:00 PM

BE IT REMEMBERED that on June 18, 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

Commissioner Brent Weaver, Commissioner Pct. No. 2

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

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 June 18, 2018

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **18th** day of **June 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:

11:30 a.m.-To receive information and annual report presentation by PACE (Keeping Pace in Texas.)

Immediately following Commissioners' Court: Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding pending or anticipated litigation with the County.

INVOCATION: Brent Weaver Commissioner, Precinct Two

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

PURCHASING:

1. Receive and file bids for (IFB 18-009/YS), Term Contract for Security Personnel Services for Jefferson County Courthouse.

SEE ATTACHMENTS ON PAGES 7 - 462

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

2. Consider and approve, execute, receive and file a renewal for (IFB 14-016/JW), Term Contract for Pest Control Services for Jefferson County for a fourth and final one (1) year renewal with Aattaboy Termite and Pest Control, Inc. from June 26, 2018 to June 25, 2019.

SEE ATTACHMENTS ON PAGES 463 - 463

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

3. Consider and approve, execute, receive and file a renewal for (IFB 15-011/JW), Term Contract for Trash and Biomedical Waste Container Service for Jefferson County for a third one (1) year renewal with Excel Medical Waste, Impact Waste, LLC, and Republic Services of Beaumont from June 26, 2018 to June 25, 2019.

SEE ATTACHMENTS ON PAGES 464 - 466

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

4. Consider and approve, execute, receive and file (JOC 18-028/DC) with SETEX Construction Corp. for the Repair of Ford Park Pavilion Stage Floor Due to Hurricane Harvey in the amount of $7,126.67. This is in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015. This project commenced on June 14, 2018 to be completed in connection with upcoming events.

SEE ATTACHMENTS ON PAGES 467 - 470

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

ADDENDUMS

5. Consider and approve, execute, receive and file a professional service agreement (PROF 18-030/DC) with SCI for Downtown Jail Purge Fan Engineering Services in the amount of $5,000.00.

SEE ATTACHMENTS ON PAGES 471 - 472

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

COUNTY AUDITOR:

6. Consider and approve budget transfer for additional postage for the Purchasing department.

120-1022-415-4052	POSTAGE	$1,000.00	
120-1022-415-5001	ADVERTISING		$1,000.00

SEE ATTACHMENTS ON PAGES 473 - 473

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

7. Consider and approve electronic disbursements for $621.90 to Texas Department of Criminal Justice for June insurance reimbursement.

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

8. Consider and approve applying for 2018 Port Security Grant program and ratifying/authorizing County Auditor to submit application through Grants.gov and ND Grants (FEMA Portal). Application will consist of Marine Unit replacement equipment in the amount of $120,160. The grant is a 75/25 grant with the local match being funded by the Marine Unit.

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

9. Regular County Bills - check #447426 through checks #447685.

SEE ATTACHMENTS ON PAGES 474 - 482

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

JUVENILE PROBATION:

10. Receive and file the proposed Juvenile Probation budget for FY2019 in accordance with Sec. 140.004 Local Government Code

SEE ATTACHMENTS ON PAGES 483 - 521

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

MANAGEMENT INFORMATION SYSTEMS:

11. Consider, possibly approve and authorize the County Judge to execute: 1. Annual Maintenance Contract Cancellation with FORMAX; and 2. New Service Agreement between Jefferson County and FORMAX.

SEE ATTACHMENTS ON PAGES 522 - 527

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

DISTRICT ATTORNEY:

12. Consider and possible adopt a Resolution recognizing, Michelle Hobbs, for 21 years of dedicated service as an Administrative Secretary in the Jefferson County District Attorney's Office and to the citizens of Jefferson County and wishing her well in her future endeavors.

SEE ATTACHMENTS ON PAGES 528 - 528

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

_____

Jeff R. Branick
County Judge

ORIGINAL BID COPY

ALLIED UNIVERSAL™
There for you.

T: (337) 479-0051
M: (337) 426-0361

3519 Patrick Street
Suite 130
Lake Charles, LA 70605

SUZANNE MCLAUGHLIN
Business Development Manager
Security Services

Suzanne.McLaughlin@AUS.com
www.AUS.com

Bidder Information Form

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

Bid Name & Number: IFB 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse

Bidder's Company/Business Name: Universal Protection Service, LP d/b/a Allied Universal Security Services

Bidder's TAX ID Number: 33-0973846

Contact Person: Suzanne McLaughlin **Title:** Business Development Manager

Phone Number (with area code): 337-426-0361

Alternate Phone Number if available (with area code): 281-334-2300

Fax Number (with area code):

Email Address: Suzanne.mclaughlin@aus.com

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

880 Lawrence Road, Suite186
Address
Kemah, TX 77565
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:

Allied Universal Security Services
Company Name

880 Lawrence Road, Suite 186
Address

Kemah | TX | 77565
City | State | Zip

Signature of Person Authorized to Sign

Suzanne McLaughlin
Printed Name

Business Development Manager
Title

For clarification of this offer, contact:

Suzanne McLaughlin
Name

337-426-0361
Phone | Fax

Suzanne.mclaughlin@aus.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Security Personnel Services for Jefferson County Courthouse. 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 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse. 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

Security Officer (5 total requested) Bid Rate $ 19.31 /Hour/Security Officer

Please attach a sample contract behind the Bid Form.

Acknowledgment of Addenda (if any):

Addendum 1 X Date Received June 4, 2018

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

ALLIEDUNIVERSAL

SECURITY PROFESSIONAL SERVICE AGREEMENT

FULL LEGAL NAME OF SECURITY PROVIDER ("Allied Universal"): Universal Protection Service, LP d/b/a Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiaries and affiliates which may provide service hereunder within certain states

FULL LEGAL NAME OF CLIENT ("Client"): _____

By signing below by their duly authorized representatives, Client and Allied Universal agree to be legally bound to the Agreement, **General Terms and Conditions** and Exhibits attached hereto, which form a binding and enforceable part of this Agreement as of the day and year first written below ("Commencement Date").

CLIENT: _____

By: _____
Name: _____
Title: _____
Address for Notices:

_____

Fax: _____

UNIVERSAL PROTECTION SERVICE, LP d/b/a
Allied Universal Security Services
By: _____
Name: _____
Title: _____
Address for Notices:
Eight Tower Bridge, 161 Washington Street, Suite 600, Conshohocken, PA 19428
Fax: _____

GENERAL TERMS AND CONDITIONS

The term of this Agreement shall be for a period of three (3) years beginning on _____, 20__ ("Commencement Date") ("Initial Term"). This Agreement will automatically continue thereafter on a month to month basis until terminated by either party on thirty (30) days' written notice to the other party. This Agreement may be terminated by either party for non-performance by the other party upon five (5) days written notice to the non-performing party. The non-performing party shall have the opportunity to cure the non-performance within that five-day period. Either party may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to the other party.

Allied Universal shall provide security professional services (the "Services") in the amount, for the times and at the location(s) set forth in Exhibit A. Client shall pay Allied Universal for the performance of the Services and any other products and/or services provided by Allied Universal hereunder at the rates ("Billing Rates") and other charges set forth in Exhibit B or otherwise payable hereunder without deduction or set-off. Client shall pay in full the amount of and will be deemed to accept all invoices submitted to Client via Allied Universal's current submission method within ten (10) days of the invoice date. The Billing Rates set forth in Exhibit B are valid for the first twelve (12) months of the initial term, thereafter they will be increased annually, effective as of the anniversary date of the Commencement Date, in an amount equal to the greater of (i) the percentage increase determined pursuant to Section C.3. below and (ii) three percent (3%). Allied Universal will invoice Client on a weekly basis for all Services for the preceding weekly period (starting Friday and ending the following Thursday) and any other products and/or services provided by Allied Universal.

A. Scope of Services

1. Allied Universal agrees to provide the Services in a professional and diligent manner. Allied Universal does not warrant or guarantee that the Services constitute complete security at Client's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). Client agrees that Allied Universal has not provided any consultation services regarding what may or may not be the proper levels of security staffing, or the methods of security provided.
2. Client may request a change in the Services. Such requested changes will be communicated in writing and will be effective only upon Allied Universal's written approval which Allied Universal will not unreasonably decline. However, in no event will a refusal by Allied Universal to approve requested changes constitute a breach of this Agreement or otherwise constitute non-performance by Allied Universal of this Agreement. The parties acknowledge and agree that Exhibit A solely governs Allied Universal's duties at Client's location(s).
3. The purpose of any inspection at Client's location(s) by Allied Universal is solely to assist Client with its loss control program. The safe maintenance of Client's premises and operations and equipment on those premises and the avoidance of unsafe conditions and practices is the sole responsibility of Client.

B. Independent Contractor / Personnel

1. Allied Universal is responsible for the hiring, training and supervision of all security professionals assigned by Allied Universal to Client's location(s). Should Client direct or supervise security officers or change the instructions or supervision given to the security professionals by Allied Universal, including but not limited to including requiring Allied Universal personnel to use force and/or restraints and/or instructions related to Legally Mandated Break Periods (as defined herein), Client will be responsible for any damages, liabilities, claims or other consequences that may result.
2. In addition to the Services set forth in Exhibit A attached hereto, and in addition to any general or routine training provided by Allied Universal to its

security professionals, Allied Universal shall provide each of its employees assigned to Client's location(s) with Client requested additional training at the costs set forth in Exhibit B.

3. Allied Universal shall provide uniforms for all assigned personnel. Allied Universal will maintain these uniforms in good condition at Allied Universal's sole cost and expense unless otherwise provided in Exhibit B. Equipment and non-standard uniforms required by Client will be provided as mutually agreed upon and at a cost mutually agreed upon in writing. Allied Universal's personnel will not be required to carry weapons of any kind, unless otherwise expressly set forth herein.

4. Security professionals assigned to Client's location(s) are employees of Allied Universal, which is acting as an independent contractor. Allied Universal will pay all compensation due and owing to its employees and all required payroll taxes and withholdings.

5. Allied Universal is entitled to assign personnel to Client's location(s) in full compliance with applicable equal opportunity, civil rights and other employment laws/regulations. Upon reasonable written notice, Client shall have the right to request in writing that any of Allied Universal's employees whose performance it finds to be unacceptable be removed from its location(s); provided reasons for such request do not violate applicable law.

6. Client acknowledges that Allied Universal has spent considerable time and expense in recruiting and training its employees. As such, Client agrees that it will not employ, as a security professional or in any related capacity, directly or indirectly, including employment through a successor security contractor, any person who has been employed by Allied Universal in a supervisory capacity and assigned to Client's location for a period of one hundred and eighty (180) days following the last date of that person's employment with Allied Universal. In the event of a breach of this provision, Client shall pay Allied Universal the average weekly billing for such employee for four (4) months as liquidated damages together with all legal fees and other costs arising from the breach of this provision.

C. Billing

1. The Billing Rates do not include the direct bill items ("Direct Bill Item(s)") identified in Exhibit B, which shall be invoiced and paid by Client to Allied Universal in accordance with the payment terms herein. Notwithstanding anything contained herein to the contrary, Allied Universal may pass through any increase in any and all of the costs of any and all Direct Bill Items when incurred or accrued, and Client shall reimburse Allied Universal for such costs.

2. The parties agree any wage rates, annual/monthly/weekly billing estimates, or wage estimates included in Exhibit B, any other addenda, any pricing sheet, RFP submission, and/or other document are for demonstration purposes only and will not have any impact on the Billing Rates, the amount Client agrees to pay, or on the wages Allied Universal pays its employees.

3. In the event that Allied Universal experiences an increase in its costs resulting from any change, whether or not anticipated, in: (1) Federal, state, provincial, territorial, or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Allied Universal hereunder or by or in respect of Allied Universal to its personnel; (2) Federal, state, provincial, territorial, or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees and/or requirements, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Allied Universal pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in Allied Universal's costs resulting from the items set forth in this paragraph. Allied Universal will provide Client notice of such change in the Billing Rates.

4. Notwithstanding anything contained in this Agreement to the contrary, Allied Universal may pass through the costs set forth in Section C(3) to Client as incurred or accrued and Client shall pay Allied Universal for such costs.

5. "Healthcare Reform Legislation Costs" means the costs and/or assessments incurred by Allied Universal in respect of employee medical and/or welfare benefits and other requirements under the applicable provincial, federal or local statutes and/or regulations.

6. Unless otherwise expressly stated herein, Allied Universal's fees and charges do not include any sales, use, excise or similar taxes, levies or duties ("Taxes"). Client is responsible for paying for all such Taxes in respect of Allied Universal's Services or in respect of amounts payable by Client hereunder. If Allied Universal has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be promptly paid by Client to Allied Universal unless Client provides Allied Universal with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority.

7. Client agrees to pay Allied Universal one and one-half percent (1.5 %) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid by its due date. In the event that legal action is required to collect on any past-due invoiced amount owed to Allied Universal by Client under this Agreement, Client agrees to pay to Allied Universal the costs and attorneys' fees incurred by Allied Universal in such action.

D. Physical and Intellectual Property

1. Client recognizes and acknowledges that in performing its duties under this Agreement, Allied Universal may install and/or utilize proprietary software (hereinafter "Proprietary Software"), a valuable, special and unique asset of Allied Universal and/or third parties. This Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those applicable third parties.

2. Client further agrees that materials developed, generated, or produced pursuant to this Agreement, including but not limited to Post Orders, security plans, emergency plans, diagrams, reports, and writings, both internal and external (hereinafter collectively, "Work Product"), may include the proprietary information of Allied Universal and will remain the sole and exclusive property of Allied Universal. Client and Client's personnel will have no proprietary interest in the Work Product. Client acknowledges that it will not share such Work Product with any third party and any Work Product in Client's possession shall be returned to Allied Universal upon termination or expiration of this Agreement.

3. Any property, equipment or supplies furnished by Allied Universal to its personnel in performance of the Services described in this Agreement shall remain the property of Allied Universal and shall be returned to Allied Universal promptly at the expiration or termination of this Agreement.

E. Insurance and Indemnification

1. Allied Universal shall maintain Workers' Compensation coverage for its security professionals and personnel assigned to Client's location(s) at limits imposed by statute, including Employer Liability coverage.

2. Allied Universal shall maintain for its own protection and benefit various other policies of insurance, including Commercial General Liability coverage, for its performance of the Services at Client's location(s).

3. Allied Universal shall maintain Automobile Liability insurance for its employees' operation of Allied Universal's owned, leased and non-owned vehicles. However, to the extent that Client requires Allied Universal employees to drive Client's vehicles in performance of the Services, Client agrees to carry Automobile Liability insurance for those vehicles with bodily injury and property damage limits of One Million Dollars ($1,000,000.00). Such insurance will be primary for any loss or damage occurring to Client vehicles operated by Allied Universal employees in performance of the Services, and under no circumstances shall Allied Universal indemnify or defend Client or Client's insurer for losses that occur or arise out of Allied Universal's operation of Client-owned vehicles.

4. Client agrees that Allied Universal is not an insurer of Client's operations, personnel or facilities. Except as provided elsewhere in this Agreement, Client assumes all risk of loss, physical damage and personal injury at its operations, to its personnel and/or facilities or any other property resulting from fire, theft or other casualty, and Client waives any right of recovery and its insurers' right of subrogation against Allied Universal for

any loss or damage resulting from any such occurrence.

5. Allied Universal will protect, defend, hold harmless and indemnify Client, its directors, professionals and employees from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (the "Losses") asserted against Client and directly resulting from the performance of the Services expressly required under this Agreement, provided such Losses (1) are caused solely by the grossly negligent failure of Allied Universal to perform the Services, or by other grossly negligent actions or omissions in the performance of the Services by Allied Universal, or through the willful misconduct or unlawful activity of Allied Universal; (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Client or otherwise resulting from Allied Universal's compliance with specific direction from Client; and/or, (3) do not actually or allegedly arise out of a Legally Mandated Coverage Break(s) (as defined herein). Allied Universal's obligations under this paragraph shall not extend to first party losses sustained by Client, or other benefits or insurance provided by client to its employees, including but not limited to medical, disability, and workers compensation benefits

6. Notwithstanding anything contained in this Agreement to the contrary, should Allied Universal be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed the amounts invoiced over the previous twelve (12) month period and paid by Client to Allied Universal, such amounts to be inclusive of any defense costs.

7. Client shall protect, defend, hold harmless and indemnify Allied Universal, its respective successors and assigns, and its directors, professionals and employees from and against all Losses asserted against Allied Universal arising out of incidents or occurrences taking place or arising at Client's location provided that any such Losses: a) occur due to Allied Universal's compliance with Client's directions and requests (including but not limited to directions and requests in Section B.1 and Section B.5); b) occur during Legally Mandated Coverage Break(s); and/or, c) are: (1) attributable to bodily injury, sickness, disease or death or to damage to tangible property; and, (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Allied Universal, or the failure of Allied Universal to perform the Services.

8. Under no circumstances will Allied Universal be liable to Client, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

9. Client shall give written notice to Allied Universal of any of its Losses or potential Losses arising out of the Services within thirty (30) days following notification of the occurrence giving rise to such Losses or potential Losses. No action to recover any Loss shall be instituted or maintained against Allied Universal unless notice of such Loss shall have been given by Client to Allied Universal in the manner and form set forth herein. No action to recover for any Loss shall be instituted or maintained against Allied Universal unless instituted not later than twelve (12) months following notification of the occurrence giving rise to such Loss.

F. Compliance with Laws

1. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies (SAFETY") Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Allied Universal and Client agree to waive all claims against each other, including their professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that its sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of whether Allied Universal should cease to have SAFETY Act coverage for these Services for any reason.

2. Client shall, at its own cost and expense, comply in full with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) environmental laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, and (iii) laws relating to discrimination of any type of manner. Client shall notify Allied Universal in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to Allied Universal's operations at the property and/or performance under this Agreement. Should Allied Universal be issued a citation or other sanction because of conditions on the premises created by others, Client shall pay and will be responsible for the fine. The foregoing shall include, but not be limited to, all applicable health, safety, and labor standards.

3. Under no circumstances will Allied Universal indemnify Client for Workers' Compensation claims or for fulfilling independent statutory duties Client owes to third parties or its employees.

G. Miscellaneous

1. This Agreement represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto.

2. A written waiver by either party of any of the terms or conditions of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice Allied Universal's right to enforce such provision at a later time.

3. This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.

4. Each party further warrants and represents that this Agreement has been executed by a duly authorized individual.

5. This Agreement and all matters collateral hereto shall by governed by the laws of the state or province wherein the Services are to be provided without reference to its choice of law provisions.

6. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file) as an attachment to email.

8. Allied Universal shall not be responsible for additional expenses and costs incurred by it or Client to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Allied Universal's reasonable control. All such additional expenses shall be the responsibility of Client as an additional charge invoiced and paid by Client as it is incurred, pursuant to the terms of the Billing section set forth above. Additionally, to the extent that Allied Universal is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement nor cause for Client's termination of this Agreement.

9. Either party may assign this Agreement to an affiliate meaning an entity controlling, controlled by or under common control with the party. Except as permitted in this section, Client may not assign, delegate or subcontract this

Agreement without the prior written consent of Allied Universal. Notwithstanding the foregoing, in the event Client assigns this Agreement, it shall remain liable hereunder after such assignment.

10. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown in the opening paragraph (or as may be directed by a party in the future by written notice).

11. In connection with the negotiation, execution and performance of this Agreement, each party acknowledges that it has been and will be provided with confidential business information of the other party ("Confidential Information"). Each party will exercise reasonable commercial efforts to protect and preserve the confidentiality of Confidential Information, including at a minimum those methods and procedures it uses to protect its own confidential information. A party shall not be required to preserve the confidentiality of Confidential Information to the extent it becomes public other than through the action or inaction of the party, or disclosure is required by law. If Allied Universal is required to disclose information belonging to Client, Client shall indemnify Allied Universal, its respective successors and assigns, and its directors, professionals, and employees from and against all Losses asserted against Allied Universal arising out of said disclosure.

12. The parties further acknowledge and agree that to the extent Allied Universal has assumed insurance, defense and indemnification obligations hereunder, such obligations shall not apply to any work performed by Allied Universal at the direction of Client, or work performed by Allied Universal that is not specifically set forth on Exhibit A. Notwithstanding anything to the contrary provided herein or in any other direction (oral or written), Allied Universal and Client agree that in no event shall Allied Universal employees be required to undertake any duty which could potentially expose themselves to unreasonable risk or harm. At all times, Client represents and warrants that the policies and requirements Allied Universal and its employees are requested and/or required to adhere to by Client are lawful.

13. For the avoidance of doubt, any duties contrary to and/or in excess of the Services, shall be agreed upon by the parties in writing. In the event that there are any post orders, directives, or other specification documents of any type ("Post Orders"), they shall not form any part of this Agreement, they are not incorporated into this Agreement and are not a novation or modification or expansion of the duties set forth in this Agreement. Further, if there is any conflict between the provisions of this Agreement and any other documents, this Agreement shall control. Under no circumstances shall the Post Orders expand the liabilities of the parties toward each other or any third party

14. Client acknowledges and agrees that the continuity of Services is subject to interruption for mandatory, paid rest periods or unpaid meal periods or other breaks as required by applicable law, during which time security professionals must be relieved of all duties, including without limitation to, the requirement to remain "on call" ("Legally Mandated Break Period(s)"). Services at the locations set forth in Exhibit A will be interrupted and such locations will not be secured during such time that security professionals are on Legally Mandated Break Periods and Client has not agreed to pay for sufficient relief coverage ("Legally Mandated Coverage Break(s))").

15. The duties and responsibilities of Allied Universal are specifically set forth herein. Client acknowledges that Client alone has chosen the number of security professionals and type of services, e.g., armed, unarmed, to be provided under the Agreement; that Allied Universal has informed Client that additional security professionals and/or services are available at an additional cost; and that Client has elected not to avail itself of additional security professionals or services at this time unless mutually agreed upon in writing.

16. The following provisions shall survive expiration or termination of this Agreement for any reason: A.1; A.3; B.1; B.4; B.5; B.6; C; D; E; F and G.

DRAFT

EXHIBIT "A"

to Agreement Between

Allied Universal
and

_____

LOCATIONS FOR SECURITY SERVICES PROVIDED BY
Allied Universal
[Branch Address] _____
[Branch Telephone] _____
[Branch Fax & Email] _____

Location	**Specify for each location: Armed Unarmed**	**Schedule of Coverage**	**Hours**
1.			
2.			
3.			

Description of Services:

The Services Allied Universal will provide Client pursuant to this Agreement are:

- Security professional is to perform assigned duties of patrolling and observing the above location(s) as directed by Client.
- Any unusual incidents detected or reported will be reported to Client via the designated Client contact. An incident report will be filled out and a copy will be forwarded to Client. The Security professional creating the report will be available to explain the incident report during their shift.
- The Security professional will also report criminal activity and/or visible hazards observed and/or reported while on post.

The location(s), day(s) and time(s) listed in this Exhibit A may not be altered by Client, unless mutually agreed upon in writing, and signed by the parties. The scope of services does not include any structures, parking lots, appurtenances, or nearby areas not specifically listed in herein.

EXHIBIT "B"

to Agreement Between

Allied Universal
and

_____

BILLING RATES

The initial Billing Rates for the Services shall be as follows:

For Location 1:	**Unarmed**	**Armed**
Security Professional Regular Rate	$_____ per hour	$_____ per hour
Security Professional Overtime* Rate	$_____ per hour	$_____ per hour
Security Professional Holiday Rate	$_____ per hour	$_____ per hour
Supervisor Regular Rate	$_____ per hour	$_____ per hour
Supervisor Overtime* Rate	$_____ per hour	$_____ per hour
Supervisor Holiday Rate	$_____ per hour	$_____ per hour

For Location 2:	**Unarmed**	**Armed**
Security Professional Regular Rate	$_____ per hour	$_____ per hour
Security Professional Overtime* Rate	$_____ per hour	$_____ per hour
Security Professional Holiday Rate	$_____ per hour	$_____ per hour
Supervisor Regular Rate	$_____ per hour	$_____ per hour
Supervisor Overtime* Rate	$_____ per hour	$_____ per hour
Supervisor Holiday Rate	$_____ per hour	$_____ per hour

Additional Notes:

> Mutually agreed-upon merit increases will result in a Bill Rate increase.

* *Requested Overtime*: With requests for a specific individual to work more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." The additional two hours will be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

---

1. ADDITIONAL BILLING TERMS EXTRA SERVICE REQUESTS. Additional service requests will be billed at the supplemental deployment rate which shall not be less than the overtime bill rate. The supplemental deployment rate for such additional services will continue to apply until this Agreement is amended in writing to provide for the increase in base hours.

2. The holiday billing rate shall be used for all work performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or by applicable collective bargaining agreement.
3. A labor strike or other emergency situation that creates a working environment for security professionals that is more hazardous than the normal condition under this Agreement will be cause to negotiate a temporary billing rate for modified services.
4. Allied Universal shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which Allied Universal is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the rate of: $125.00 per hour, for director or manager and $65.00 per hour for all other employees in addition to reasonable costs and expenses incurred. This paragraph will survive the termination of this Agreement.
5. Should Client require Allied Universal to provide uninterrupted Services during such Legally Mandated Break Periods, such requirement must be expressly stated in the Description of Services on Exhibit "A". Such uninterrupted Services and all costs associated therewith are billable at the applicable bill rate for such relief personnel.

DRAFT

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: Valero Port Arthur Refinery

Address: 1801 S Gulfway, Drive, Port Arthur, TX 77640

Contact Person and Title: William E Burgess III, FSO/Security Superintendent

Phone: 409-985-1000 Fax: _____

Email Address: Bill.Burgess@valero.com Contract Period: Service since 2009

Scope of Work: access control, deter, detect for MTSA site

REFERENCE TWO

Government/Company Name: Flint Hills Resources

Address: 4241 Savanah Avenue, Port Arthur, TX 77640

Contact Person and Title: Chief Mark Flowers, Emergency Response/Security Leader

Phone: 409-989-6997 Fax: _____

Email Address: Mark.Flowers@fhr.com Contract Period: Service since April 2017

Scope of Work: access control, deter, detect

REFERENCE THREE

Government/Company Name: Phillips 66 Beaumont Terminal

Address: 3900 Hwy 366, Nederland, TX 77627

Contact Person and Title: Kasey R. Brown, FSO, Shift Supervisor

Phone: 409-334-1176 Fax: _____

Email Address: Kasey.R.Brown@p66.com Contract Period: Since Q1 2017

Scope of Work: access control, deter, detect at MTSA site

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.

Allied Universal Security Services	Suzanne E McLaughlin
Bidder (Entity Name)	Signature
880 Lawrence Road, Suite 186	Suzanne McLaughlin
Street & Mailing Address	Print Name
Kemah, TX 77565	6-7- 2018
City, State & Zip	Date Signed
337-426-0361	
Telephone Number	Fax Number
Suzanne.mclaughlin@aus.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.**

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.

4

Suzanne E McLaughlin — Signature of vendor doing business with the governmental entity

6-7-18 — 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**

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).**

Date Gift Accepted N/A Description of Gift N/A

Date Gift Accepted N/A Description of Gift N/A

Date Gift Accepted N/A Description of Gift N/A

(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

N/A

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said N/A, 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.

Suzanne McLaughlin
Printed Name of Authorized Representative

Suzanne E McLaughlin
Signature

Business Development Manager
Title

6-7-2018
Date

Bidder Shall Return Completed Form with Offer.

ALLIED UNIVERSAL®
There for you.

Allied Universal Security Services is not a HUB.

Allied Universal Security Services does not intend to use a HUB for any portion of this job for IFB 18-009/YS.
This is based on the stringent job requirements of this work for Jefferson County Courthouse.

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: ☐ Yes ☐ No

Address: N/A
Street City State Zip

Phone (with area code): N/A Fax (with area code): _

Project Title & No.: N/A

Prime Contract Amount: $ N/A

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

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

Address: N/A
Street City State Zip

Phone (with area code): N/A Fax (with area code): _

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

Suzanne McLaughlin Printed Name of Contractor Representative	Suzanne McLaughlin Signature of Representative	6/7/2018 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: N/A HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): N/A

Address: N/A
Street City State Zip

Phone (with area code): N/A Fax (with area code): _

Project Title & No.: N/A IFB/RFP No.: _

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

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

Address: N/A
Street City State Zip

Contact person: N/A Title: !

Phone (with area code): N/A Fax (with area code): _

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

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

Address: N/A
Street City State Zip

Contact person: N/A Title: _

Phone (with area code): N/A Fax (with area code): _

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

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

Address: N/A
Street City State Zip

Contact person: N/A Title: _

Phone (with area code): N/A Fax (with area code): _

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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: N/A

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

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? N/A ☐ 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: N/A
Street City State Zip

Contact person: N/A Title: _

Phone (with area code): N/A Fax (with area code): _

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

Subcontractor Name: N/A

Address: N/A
Street City State Zip

Contact person: N/A Title: _

Phone (with area code): N/A Fax (with area code): _

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: N/A

Address: N/A
Street City State Zip

Contact person: N/A Title: _

Phone (with area code): N/A Fax (with area code): _

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

Subcontractor Name: N/A

Address: N/A
Street City State Zip

Contact person: N/A Title: _

Phone (with area code): N/A Fax (with area code): _

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

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

Name (print or type): Suzanne E McLaughlin

Title: Business Development Manager

Signature: Suzanne E McLaughlin

Date: 6-7-2018

E-mail address: Suzanne.mclaughlin@aus.com

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

Name (print or type): Suzanne McLaughlin

Title: Business Development Manager

Date: 6-7-18

E-mail address: Suzanne.mclaughlin@aus.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 Allied Universal Security Services [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.):	33-0973846
Company Name submitting bid/proposal:	Allied Universal Security Services
Mailing address:	880 Lawrence Road, Suite 186, Kemah, TX 77565
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF TEXAS COUNTY OF BEXAR

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

on this day personally appeared KEVIN THAXTON (name), who

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

"I, KEVIN THAXTON (name) am a duly authorized officer of/agent

for Allied Universal (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Allied Universal (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: Allied Universal

3355 Cherry Ridge Suite 200 San Antonio Tx 78230

Fax: _____ Telephone# 210 349 6329

by: KEVIN THAXTON (print name) Title: Vice President of Sales

Signature: Kevin Thaxton

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

this the 7th day of June, 2018.

CHARMAINE MARIE YOUNGMAN
My Notary ID # 123932602
Expires July 23, 2021

Charmaine Marie Youngman
Notary Public in and for
the State of TX

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street -First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO **IFB**

IFB Number:	IFB 18-009/YS
IFB Title:	Term Contract for Security Personnel Services for Jefferson County Courthouse
IFB Due:	**11:00 am CDT, Tuesday, June 12,2018**
Addendum No.:	I (one)
Issued (Date):	June 4, 2018

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

Reason for Issuance of this addendum: Responses to Offer or questions.

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

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

ATTEST:

Witness

Witness

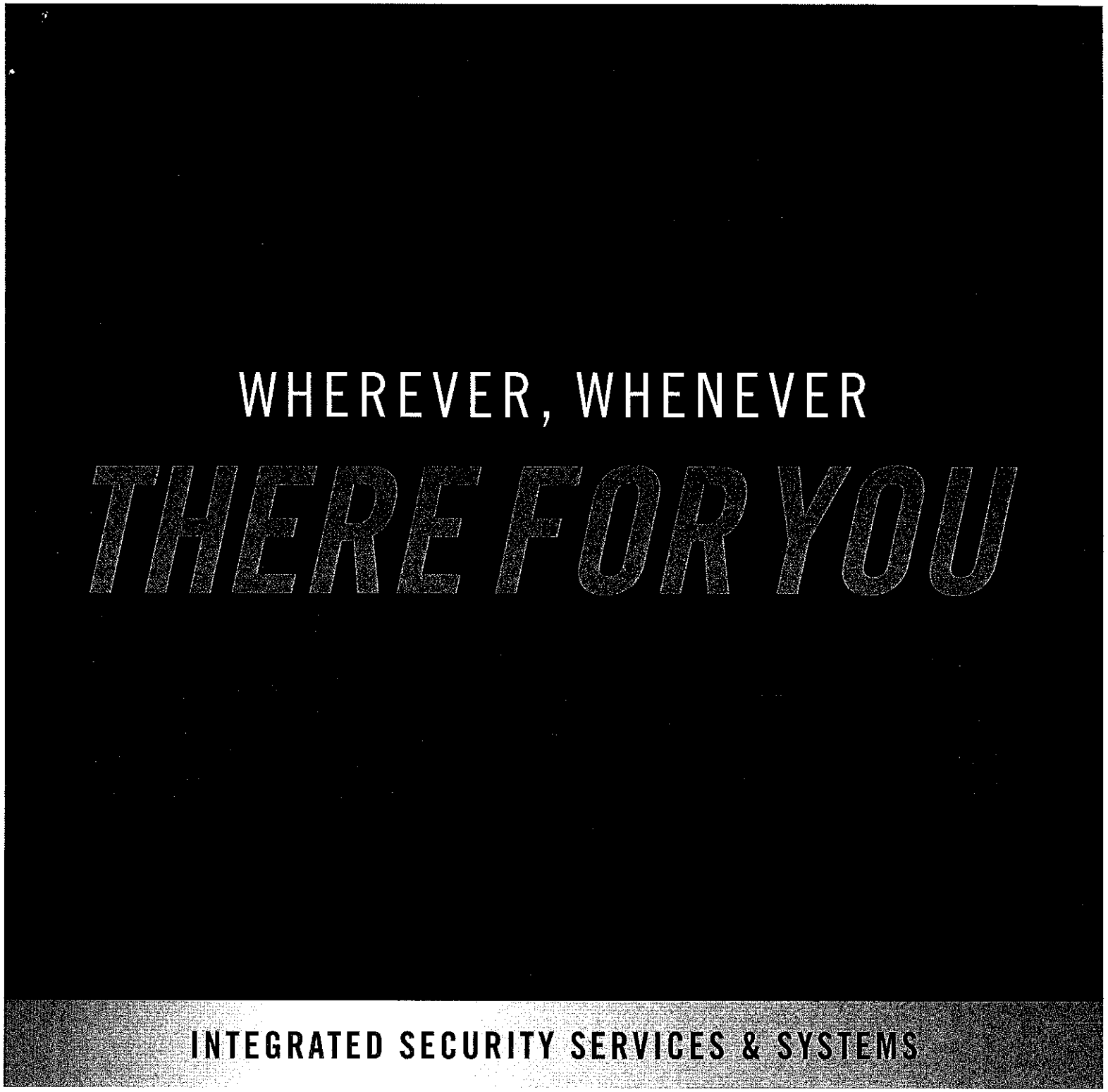
Approved by____ Date:_____

Kevin Thexton
Authorized Signature (Bidder)

Vice President of Sales
Title of Person Signing Above

Allied Universal Security Services
Typed Name of Business or Individual

880 Lawrence Rd, Suite 186, Kemah, TX 77565
Address



ALLIED UNIVERSAL℠
There for you.

YOU CAN COUNT ON ALLIED UNIVERSAL

ALWAYS THERE, WHEREVER, WHENEVER

OVER 140,000 EMPLOYEES

SECURITY SERVICES

- SECURITY PROFESSIONALS
- TECHNOLOGY SPECIALISTS
- LOCAL MANAGEMENT TEAMS

50+ YEARS EXPERIENCE

SECURITY SYSTEMS

- DESIGN & INSTALLATION
- SERVICE & REPAIR
- EQUIPMENT

SERVING OVER

CLIENT SITES

HEADQUARTERS ON TWO COASTS TO BETTER SERVE YOU

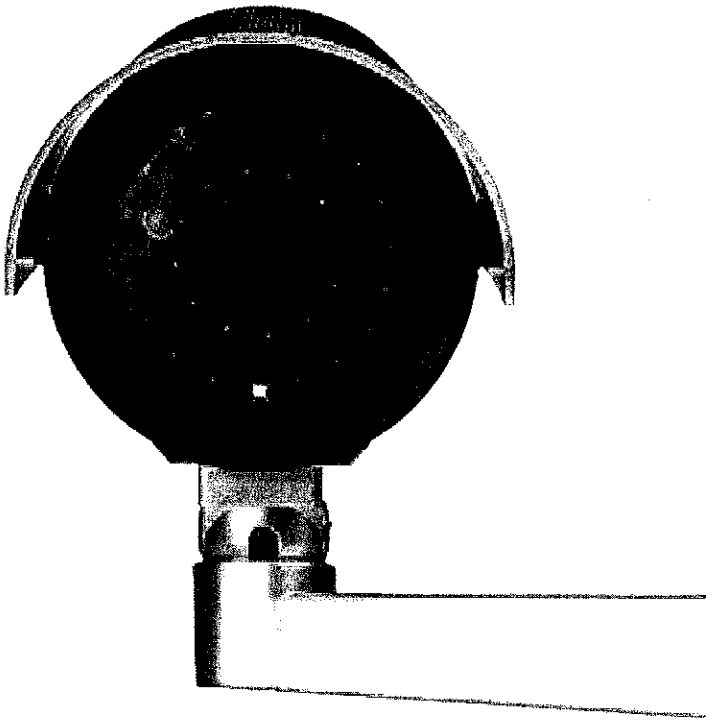
OFFICES THROUGHOUT NORTH AMERICA, INCLUDING THE U.S., PUERTO RICO, U.S. VIRGIN ISLANDS & CANADA

DYNAMIC, EFFECTIVE INTEGRATED SECURITY SOLUTIONS

An Integrated Security Solution

What makes Allied Universal's service, systems and solutions unparalleled? You could say it's about the people: the well-trained security professionals, technicians and local management teams. You could say it's about the technology, from access control services to industrial video systems.

But at Allied Universal, we know it's about how they work together, with you, to produce a comprehensive, customized solution.



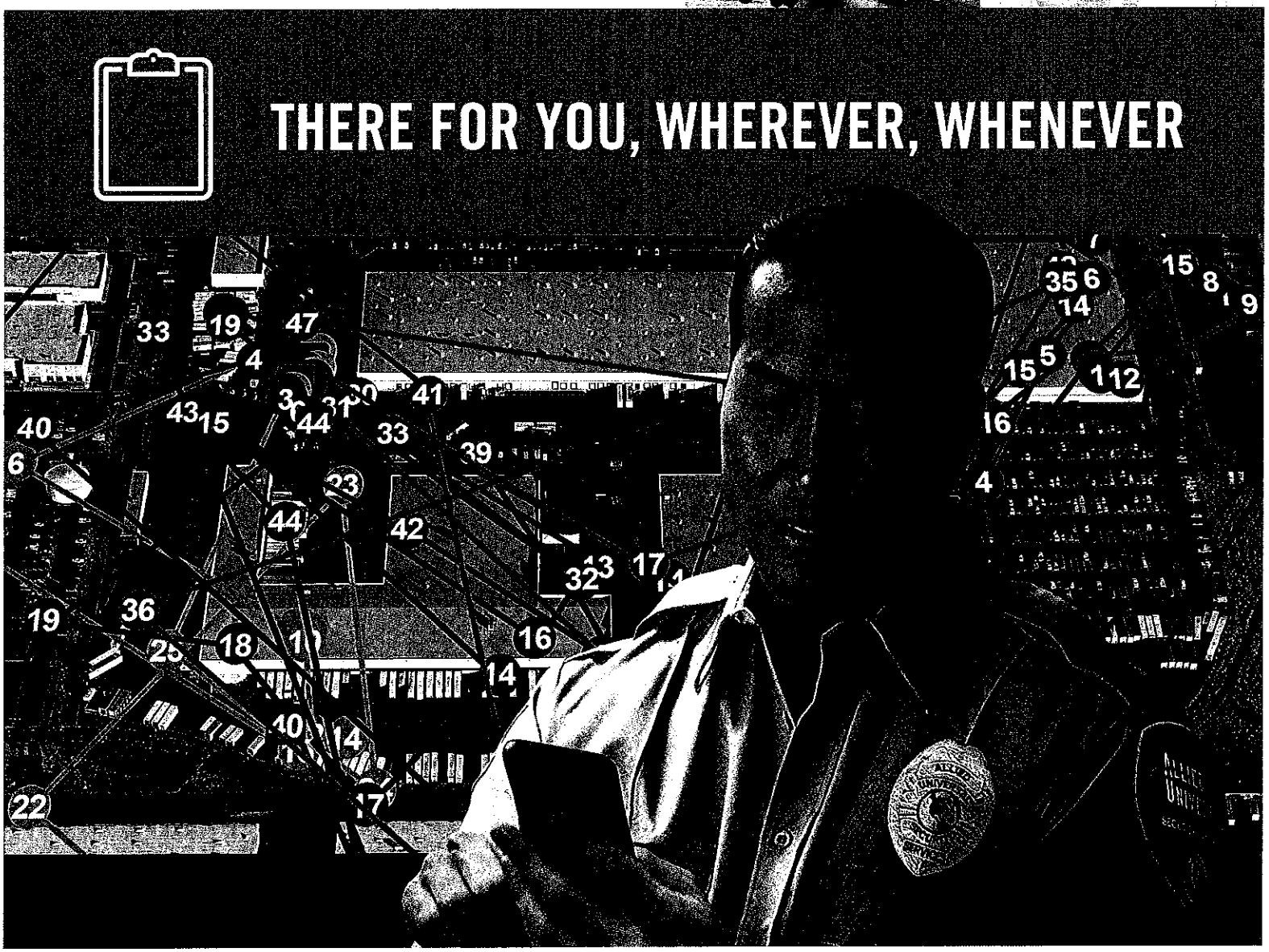
Always There for Your Unique Needs

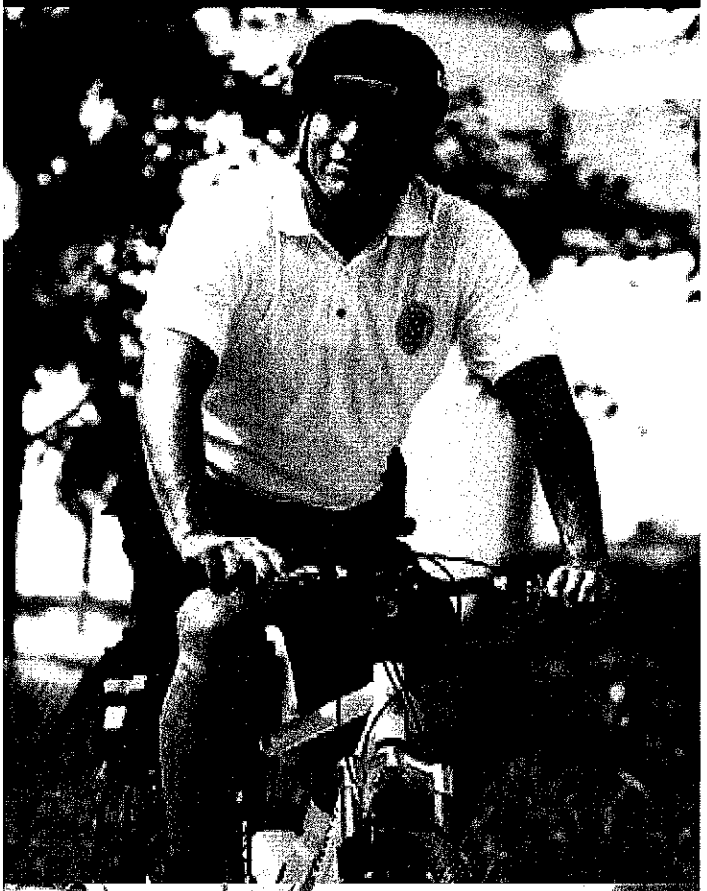
Clients choose Allied Universal because our security professionals are trained to monitor and patrol your facility and respond quickly and effectively to any situation. Not only do we sell, install and service the best security technology in the business—our people provide the expertise needed to ensure they work seamlessly with your people and your goals.

Allied Universal offers a team approach, fully integrated with smart technology and services.

Security Made Personal

At Allied Universal, we focus on security, so you don't have to. Our security services leverage well-trained security professionals, portfolio managers, accounts teams, local management teams, technicians, human resources personnel and front- and back-end support, all working together to learn and act upon valuable knowledge about your company and facility. Our team's expertise is always specific to your business.





SECURITY SERVICES

Allied Universal offers a full suite of security services, including:

> SITE SERVICES

Our on-site security services leverage security professionals highly trained to protect your company, employees, assets and property.

> PATROL SERVICES

Simply by being there, our security professionals enhance employee safety and reduce the risk of vandalism or theft at your facility.

> NATIONAL ACCOUNTS

All National Accounts get support from a dedicated portfolio manager, local management teams and an account team at the national level.

> CYCOP SECURITY MANAGEMENT

An advanced patrol and reporting program that provides real-time, accurate data about your property and security workforce.

> AUTONOMOUS ROBOTS

Sophisticated devices that can take on monotonous and potentially hazardous work.

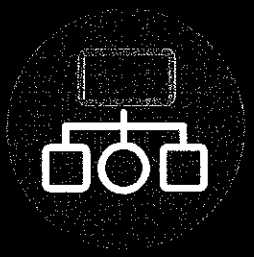
Security Systems that Never Blink

Managing reliable security systems isn't easy, but Allied Universal is always there to make the process simple. Whether it's solutions working alone or together, our personal, integrated approach has made us one of the fastest-growing security companies in North America.

Always There, Every Step of the Way

DESIGN & ENGINEERING

Our teams offer design and engineering with subject matter experts and technical resources for various brands of security systems and security operations centers (SOCs).

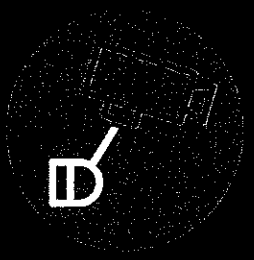


PROJECT MANAGEMENT & INSTALLATION

Project management certified professionals oversee installations regardless of project size or complexity.

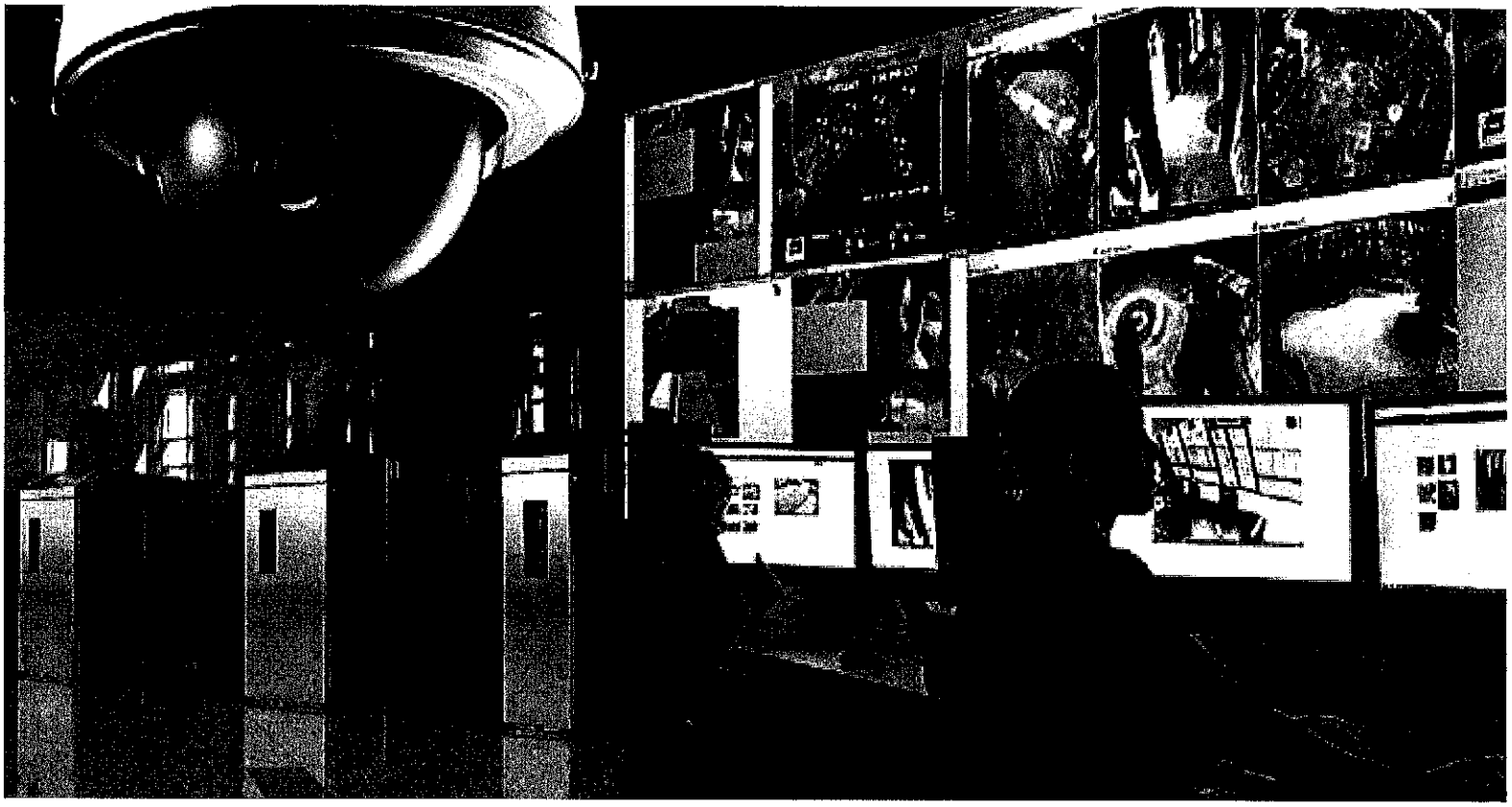
SERVICE & REPAIR

After installation, Allied Universal responds promptly for emergency servicing and repairs, and provides reliable service for routine, preventive measures.



EQUIPMENT

From access control and video surveillance to emergency communication systems, Allied Universal can meet your comprehensive security equipment needs.



SECURITY SYSTEMS & SOLUTIONS

Allied Universal is there for you with a full range of security systems solutions, including:

> ACCESS CONTROL

Systems consisting of state-of-the-art hardware, software and technologies for high-security environments.

> ALARM INTRUSION CONTROL

Systems to deter break-ins and burglaries, reduce theft and property loss, and provide a more secure business environment.

> VIDEO SURVEILLANCE SYSTEMS

High-resolution cameras and related accessories to monitor conditions for clients in various industries and environments.

> MONITORING & RESPONSE CENTER SERVICES

Providing remote video, and traditional burglary and fire monitoring, and SOC services to handle complex customer asset protection and response capabilities.

> SECURITY OPERATIONS CENTER AS A SERVICE (SOCaaS)

Monitoring and response operations become your primary or secondary security operations center providing access system management, alarm system monitoring, crisis event support and 24/7 situational risk awareness.

THERE FOR YOU

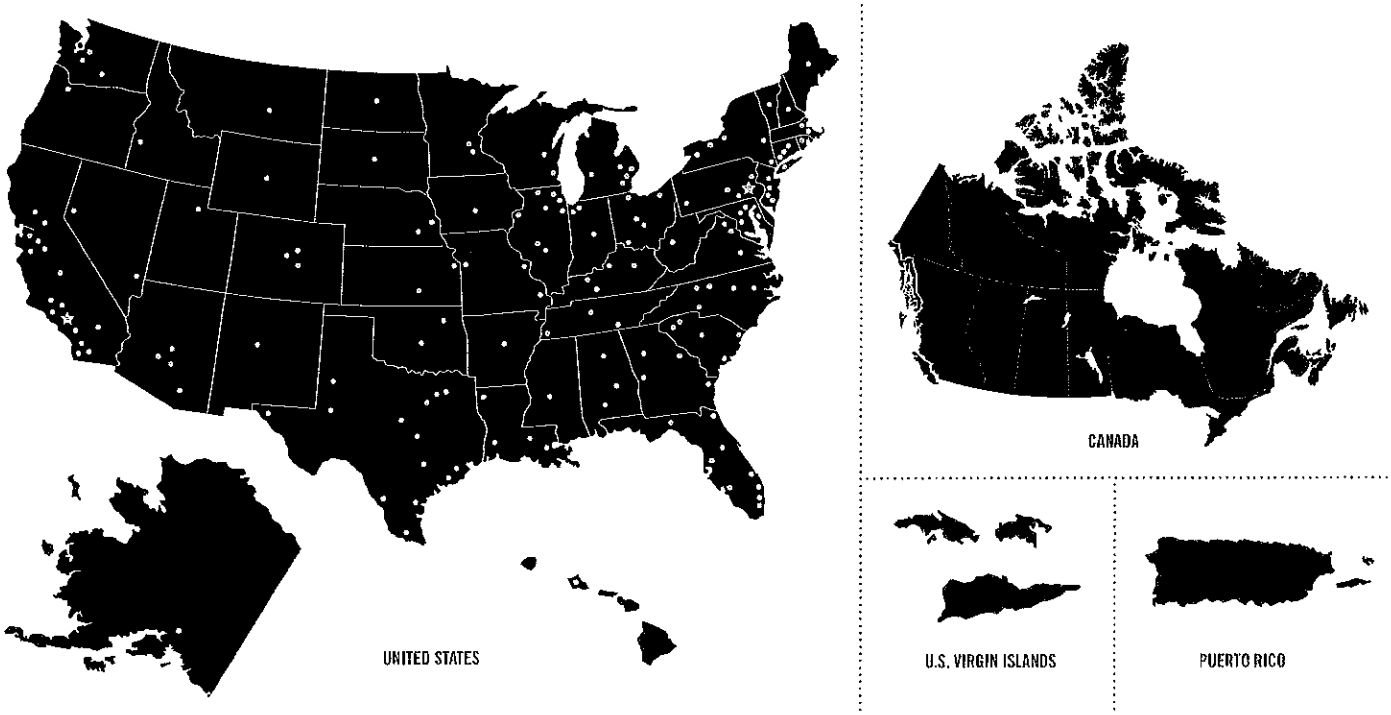
Whatever your industry or business

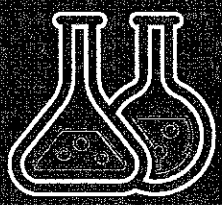
No matter your industry, location, the size of your business, or the level of security required, being there for you means making your specific security needs our specialty.

In over 50 years of providing security solutions to meet the needs of organizations large and small, we've learned that no two organizations' circumstances are exactly alike. So whether your priority is ensuring chemical security in hazardous environments or protecting public transportation systems, we train every security professional, technician, and account team member to not only meet your security needs but also anticipate issues.

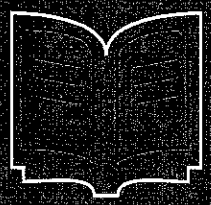
Wherever "There" is, We're There

With a main office on each coast and servicing all 50 states, as well as Puerto Rico, the U.S. Virgin Islands, and Canada, Allied Universal and its local management teams are always there to serve your needs, no matter where you are.

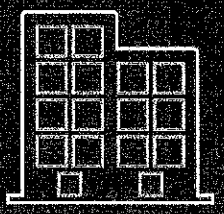




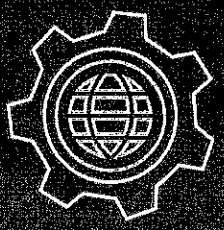
CHEMICAL, PETROCHEMICAL AND UTILITIES



COLLEGES AND UNIVERSITIES

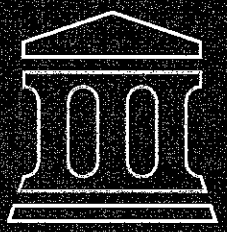


COMMERCIAL REAL ESTATE

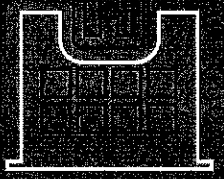


DEFENSE AND AEROSPACE

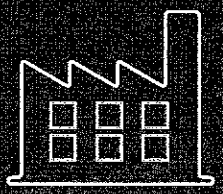
FINANCIAL INSTITUTIONS



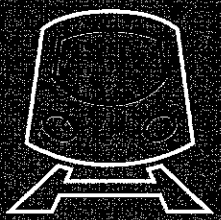
GOVERNMENT SERVICES



HEALTHCARE

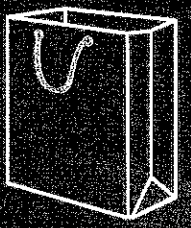


MANUFACTURING AND INDUSTRIAL



PUBLIC TRANSPORTATION

RESIDENTIAL COMMUNITIES



RETAIL

THERE FOR YOU
as a Trusted Partner

Whatever your business's security needs are, Allied Universal is there for you, providing integrated security solutions and personalized service.

As the largest security services company in North America, Allied Universal's clients feel confident that they have a partner that truly understands their needs. Through our leading services, systems and solutions, Allied Universal is a trusted partner, always by your side to:

- **Understand your objectives** and remain dedicated to achieving them. Our work begins with your goals and challenges.
- **Develop programs** specific to your needs, as people and technology work together to allow our clients to focus on what matters to them.
- **Give you the confidence** needed to improve your business, people's lives, and ultimately, create better communities and a better world.

At Allied Universal, our promise is our unrelenting focus on your success. To be there for you, where and when you need us, so that you can achieve your most important goals.

Allied Universal

THERE FOR YOU

Allied Universal provides more than just a full suite of security services, security systems, janitorial services and staffing services—above all else, we provide the peace of mind that can only come from a reliable partner that understands your business aspirations. That's why every Allied Universal solution is a tailored response to your specific goals, with staff and systems working together to achieve a safer, more interconnected vision of your business.

ALLIED UNIVERSAL℠
There for you.

Let Allied Universal serve you
www.AUS.com
866.825.5433

ALLIED UNIVERSAL SECURITY SERVICES
Suzanne McLaughlin 337-426-0361 cell
880 Lawrence Road, Suite 186
Kemah, TX 77565

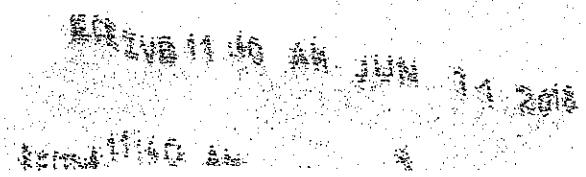
SEALED BID

Bid Name: Term Contract for Security Personnel Services for Jefferson County Courthouse

Bid No: IFB 18-009/YS

Bid Due Date/Time: 11:00 AM CDT, Tuesday, June 12, 2018

Attention: Deborah L. Clark, Purchasing Agent
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701



ORIGINAL

Blackstone Security Services, Inc.

"The secret to our success is in our people"

Proposal Developed By:

Blackstone Security Services of Texas, Inc.

2400 West Dunlap Ave, Suite 225
Phoenix, AZ 85021

Texas DPS License # B15968

Proposal For:

IFB 18-009/YS

Term Contract for Security Personnel Services for Jefferson County Courthouse

Submitted To:

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

Proposal Due Date: June 12, 2018 @ 11:00 A.M.

2012 Winner

Point of contact for this proposal is:
Bobby Holley, Quality Assurance Manager
602-265-6160, bobby@blackstonesecurity.com

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

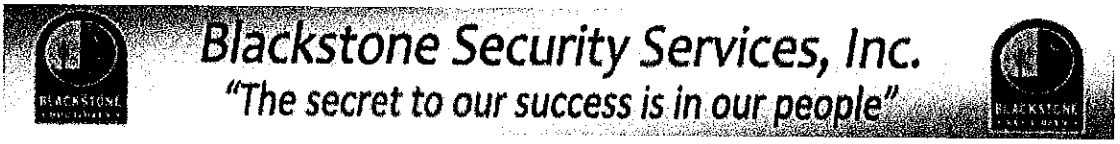


Table of Contents

Section 1 – Required Documents

Original Forms as Required	02
Addendum 01 dated June 4, 2018	40
Sample Contract	43

Section 2 – Technical Proposal

Executive Summary	45
About Blackstone Security Services, Inc.®	47
Management Biographies	50
Organization Chart	56
Affiliations	57
Technology and Equipment	60
Screening and Hiring	66
Pre-Assignment Training	69
Method of Approach	72
Transition Process	73

Section 3 – References

References and Letters	74

Attachments

Employee Benefits	78
State Security Licenses	81
News Releases	82

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

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 judgment 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.

6. County Holidays – 2018:

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Currency

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

19. 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.

20. Notice to Proceed/Purchase Order

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

21. 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.

22. Definitions

"County" – Jefferson County, Texas.

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

23. 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 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

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

Bidders 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)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295).

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

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

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), 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)

The contractor assumes all responsibility for their owned, lease, rented, or borrowed business and personal property.

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.

10. Mandatory Pre-Bid Conference and Walk-Through

A mandatory pre-bid conference and walk-through is scheduled for 10:00 am CDT, Tuesday, May 15, 2018 in the Sheriff's Department Conference Room, 1001 Pearl Street, Beaumont TX, 77701. This will be the only time to receive information regarding the necessary training requirements and standards as well as required uniform and equipment specifics. It will also be an opportunity to tour the Courthouse facility and the areas to be used by security officers. Please contact Major Marlon Lewis (409-835-8411) concerning arrangements for this conference.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 18-009/YS.

Scope

Jefferson County is requesting bids for Security Personnel Services for the Jefferson County Courthouse.

1. The property requiring security personnel services is the Jefferson County Courthouse, 1001 Pearl Street, Beaumont, Jefferson County, Texas 77701.

2. Hours of service requested: 7:30 a.m. to 5:00 p.m, Monday through Friday with the exception of County holidays as listed on page 3. Each security officer will be allotted 30 minutes (unpaid) for a lunch break and on rare occasions they may be required to work unscheduled overtime (as little as 15 to 30 minutes up to three hours). During Emergency Closures of the Jefferson County Courthouse, County Bailiffs will be used for security.

3. The successful bidder shall provide five (5) unarmed security officers (Texas Occupations Code 1702) for the courthouse for the above designated hours. The security officers shall be licensed by the State of Texas as a security officer. The security officers shall be assigned to pre-designated security posts and shall make their best effort to ensure unauthorized persons do not enter the Jefferson County Courthouse. If any conflict arises, said security officers will notify as soon as possible, the Courthouse Security Supervisor. In addition to keeping unauthorized persons out of the Courthouse, the security officers will:

a. Courteously and professionally direct persons entering the Courthouse to different departments in the Courthouse.

b. Identify personnel who display the proper identification badge as issued by Jefferson County and admit them without screening.

c. Courteously and professionally direct persons regarding moving through the screening site, including placing hand-carried items and packages into trays and onto the x-ray conveyor.

d. Monitor the flow of traffic through the site to ensure effective coverage with the least inconvenience to the public as possible.

e. Adequately utilize an x-ray device and upright magnetomer.

f. In the event the alarm sounds on the upright magnetomer, the security officer will either have the subject remove any remaining items from their pockets and walk through the magnetomer again or use the hand held magnetomer to conduct screening to determine the cause of the alarm.

g. Notify the Courthouse Security Captain or Supervisor when contraband, weapons, or suspected explosive device is discovered.

h. Each security officer shall be fully and neatly uniformed in attire that identifies them as security, the name of their company, as well as an identifying name badge. Security officers will be clean shaven, no visible body piercings (with the exception of earrings), and only natural hair colors.

4. Security Officer Qualifications:

a. The contractor shall not allow any employee who has been convicted of a felony crime of any degree to perform security services at the Jefferson County Courthouse.

b. The contractor will also screen all security officers for drug/alcohol abuse. The contractor shall provide documentation that shows each of the employees are drug free. Any employee under the

influence of alcohol or illegal substances shall be dismissed and no payment will be made to the contractor for the employee's services.

c. All security officers scheduled to work at the Jefferson County Courthouse, prior to working at the Courthouse will attend a course on courthouse security procedures provided by the Jefferson County Sheriff's Office Training Division.

d. All security officers shall be registered through the Texas Private Security Board. Proof of registration shall be provided to the County for each registered employee.

5. Contractor Requirements:

a. Contractor must abide by all federal, state, and local laws, rules, and regulations, including but not limited to the Federal Fair Labor Standards. In addition to all the other provisions of this contract, in order to qualify to be considered for award and to be contractually compliant after award, the contractor must be licensed under and pursuant to the Private Investigators and Private Security Agencies Act and hold a license with the State Board of Private Security.

Bidder Information Form

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

Bid Name & Number: IFB 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse

Bidder's Company/Business Name: Blackstone Security Services of Texas, Inc.

Bidder's TAX ID Number: EIN: 47-4727857

Contact Person: Bobby Holley **Title:** QA Manager

Phone Number (with area code): 602-265-6160

Alternate Phone Number if available (with area code): 602-541-9523

Fax Number (with area code): 602-265-6170

Email Address: bobby@blackstonesecurity.com

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

2400 W. Dunlap Ave, Suite 225
Address
Phoenix, AZ 850221
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): 01, _____, _____, _____.

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

Blackstone Security Services of Texas, Inc.
Company Name

2400 W. Dunlap Ave., Suite 225
Address

Phoenix | AZ | 85021
City | State | Zip

Signature of Person Authorized to Sign

Bobby D Holley
Printed Name

Quality Assurance Manager
Title

For clarification of this offer, contact:

Bobby Holley
Name

602-265-6160 | 602-265-6170
Phone | Fax

bobby@blackstonesecurity.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Security Personnel Services for Jefferson County Courthouse. 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 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse. 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

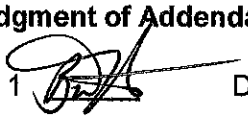
Bidder Shall Return Completed Form with Offer.

Bid Form

Security Officer (5 total requested) Bid Rate $ 14.97 /Hour/Security Officer

Please attach a sample contract behind the Bid Form.

Acknowledgment of Addenda (if any):

Addendum 1  Date Received June 4, 2018

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: Expediters International

Address: 18255 Humble Parkway, Humble, TX 77338

Contact Person and Title: Drew Poramapornpilas, Security Manager / Facilites

Phone: 832-687-8009 Fax: 281-913-2831

Email Address: drew.porama@expeditors.com Contract Period: 2015 to present

Scope of Work: Unarmed guards at several vehicle gates to conduct inspections of selaed containers, personnel and vehicles entering property as well as assist with TSA Inspections.

REFERENCE TWO

Government/Company Name: Transwestern

Address: 3333 North Sam Houston Parkway, Suite 115, Houston, TX 77060

Contact Person and Title: Deb Anderson, Property Manager

Phone: 281-389-7197 / 281-272-9490 Fax: 281-445-3457

Email Address: deborah.anderson@transwestern.com Contract Period: 2015 to present

Scope of Work: unarmed security for two Calss-A Office Buildings and one Retail Center

REFERENCE THREE

Government/Company Name: Hartman Income REIT Management, Inc.

Address: 7211 Regency Square Blvd., Suite 223, houston, TX 77036

Contact Person and Title: Elle Anderson, Property Manager

Phone: 281-591-4841 /713-203-7500 Fax: 832-408-3973

Email Address: eanderson@hi-reit.com Contract Period: 2016 to present

Scope of Work: Unarmed security guards at five retail centeres, one buisiness park and one Class-A Office Building.

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.

Blackstone Security Services of Texas, Inc. Bidder (Entity Name)	 Signature
2400 W. Dunlap Ave, Suite 225 Street & Mailing Address	Bobby D Holley Print Name
Phoenix, AZ 85021 City, State & Zip	June 11, 2018 Date Signed
602-265-6160 Telephone Number	602-265-6170 Fax Number
bobby@blackstonesecurity.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.**

Blackstone Security Services of Texas, 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

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.

N/A

4

Signature of vendor doing business with the governmental entity

June 11, 2018

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.

Bobby D Holley
Printed Name of Authorized Representative

Signature

Quality Assurance Manager
Title

June 11, 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: _____ 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: _____

Bobby D Holley		June 11, 2018
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: Blackstone Security Services of Texas, Inc. HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): _____

Address: 2400 W Dunlap Ave, Suite 225, Phoenix, AZ 85021
Street City State Zip

Phone (with area code): 602-265-6160 Fax (with area code): 602-265-6170

Project Title & No.: Jefferson County Courthouse IFB/RFP No.: 18-009/YS

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

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: No subcontracting will be used for this contract.

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): _____

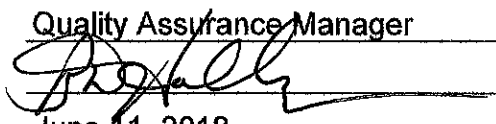
Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

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): Bobby D Holley

Title: Quality Assurance Manager

Signature: 

Date: June 11, 2018

E-mail address: bobby@blackstonesecurity.com

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

Name (print or type): William (Hutch) Hutchison

Title: Accounting / AR

Date: June 11, 2018

E-mail address: accounting@blackstonesecurity.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 Blackstone Security Services of Texas, Inc [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Phoenix, Arizona (city and state).

Taxpayer Identification Number (T.I.N.):	EIN 47-4727857 / 802263881
Company Name submitting bid/proposal:	Blackstone Security Services of Texas, Inc.
Mailing address:	2400 W Dunlap Ave, #225, Phoenix, AZ 85021
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Arizona COUNTY OF Maricopa

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

on this day personally appeared Bobby D Holley (name), who

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

"I, Bobby D Holley (name) am a duly authorized officer of/agent

for Blackstone Security Services of Texas, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Blackstone Security Services of Texas, Inc. (name of firm).

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

Name and address of bidder: Blackstone Security Services of Texas, Inc.
2400 W Dunlap Ave, Suite 225, Phoenix, AZ 85021

Fax: 602-265-6170 Telephone# 602-265-6160

by: Bobby D Holley (print name) Title: Quality Assurance Manager

Signature: [signature]

SUBSCRIBED AND SWORN to before me by the above-named Bobby D. Holley on

this the 11th day of June, 2018.

Ellen Kay Hussar
Notary Public in and for
the State of Maricopa County

ELLEN KAY HUSSAR
Notary Public - Arizona
Maricopa County
Expires 08/31/2019

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number:	IFB 18-009/YS
IFB Title:	Term Contract for Security Personnel Services for Jefferson County Courthouse
IFB Due:	**11:00 am CDT, Tuesday, June 12, 2018**
Addendum No.:	1 (one)
Issued (Date):	June 4, 2018

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

Reason for Issuance of this addendum: Responses to Offeror questions.

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

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

ATTEST:

Authorized Signature (Bidder)

Witness

Quality Assurance Manager
Title of Person Signing Above

Witness

Blackstone Security Services of Texas, Inc.
Typed Name of Business or Individual

Approved by ____ Date: _____

2400 W. Dunlap Ave, #225, Phoenix, AZ 85021
Address

Offeror Questions and Answers

1. Q: The bid is asking for 9 (nine) hours a day for 5 (five) days which would put the officer at 45 hours a week. Is the bid to include overtime? Or is there no billable OT?

   A: The hours of work will be from 8am – 5 pm with a one (1) hour lunch break, making an 8 (eight) hour work day. There will be some overtime that the County can be billed for.

2. Q: Are County holidays paid or unpaid?

   A: County holidays are unpaid.

3. Q: In reading over the bid, it states that the shifts are from 0730 – 1700 with an unpaid lunch with a duration of 30 minutes. This will result in 9 (nine) hour shifts for each officer, which will then result in the five (5) officers each having five (5) hours of overtime for a total of 25 hours a week? Will this overtime be billable?

   A: Please refer to question and answer 1.

4. Q: On page 25 of 37 the bid rate $_____/hour/security officer, are you looking for the bill rate here?

   A: Yes, the amount to be listed on the Bid Form should be the amount the County will be invoiced, per hour, per security officer.

5. Q: My company is not a HUB, nor do we plan to utilize a HUB for any of the contract work. Do I check "no" and state N/A for any information relating to HUB?

   A: Yes.

6. Q: Is there a minimum wage that is required and is pricing going to be on total cost or margin?

   A: There is no minimum wage and the pricing should be the total cost listed on the invoice to Jefferson County. Please also refer to question and answer 4.

7. Q: We propose the following for section 4.7 (General Conditions of Bidding and Terms of Contract):

   4.7 Injuries or Damages Resulting from Negligence. We prefer it to read something like this:

   To the extent permitted by law, Contractor agrees to defend, indemnify, and hold Client (and Client's officers, directors, employees and authorized agents) harmless of and from any and all claims or losses that Client incurs (including reasonable attorney's fees) proximately caused by the fault, negligence, misconduct or recklessness of Contractor or Contractor's officers, directors, employees, or authorized agents, or which arise from Contractor's breach of this Agreement. Notwithstanding any other provision of this Agreement, Contractor's obligation and liability to indemnify, defend and hold harmless

under this Section 6.1 is limited to the insurance policies provided by Contractor pursuant to this Agreement.

To the extent permitted by law, Client agrees to defend, indemnify and hold Contractor (and Contractor's officers, directors, employees and authorized agents) harmless against any and all claims, losses and liabilities that Contractor incurs (including reasonable attorneys' fees), proximately caused by the fault, negligence, misconduct, or recklessness of Client, or Client's officers, directors, employees, or authorized agents, or which arise from Client's breach of this Agreement.

We just want to protect you from our fault and us from your fault.

A: The General Condition of Bidding and Terms of Contract will remain as originally listed in the IFB. However, Offerors may present such suggestions in the sample contract that must be submitted with completed bid. Sample contracts will be reviewed by the Sheriff's Department, Risk Management, Human Resources, and District Attorney's Office.

8. Q: Does this bid require a bid bond/surety?

   A: No.

9. Q: The officers would be required to attend courthouse security procedure training. Is this training billable? How long is the training?

   A: The Sheriff's Department will do the training during a normal 8 (eight) hour work day. The first official day will be a training day. Future training will occur as a scheduled work day. In lieu of working at one of the security checkpoints, the individual requiring training will attend the 8 (eight) hour training course. If during the course of the year it becomes an issue where the Sheriff's Department has to continuously train security officers due to high turnover rate, a charge of $10 per security officer (normal training rate) will be charged to the Offeror. Sheriff's Department personnel would need to be pulled from their normal duties to teach the course as well as classroom space would need to be reserved.

10. Q: The specifications talk about "Emergency/Disaster" coverage. What are the requirements for that? What are some examples?

    A: Security personnel services will not be used during disaster. Insurance is required based upon specific services requested in the individual IFB.

BLACKSTONE SECURITY SERVICES OF TEXAS, INC.
CONTRACT FOR SERVICES
CUSTOMARY TERMS AND CONDITIONS

Blackstone Security Services of Texas, Inc., hereafter known as **"Blackstone"**, and "Client" hereafter known as **"Client"**, hereby agree to have **Blackstone** provide security guard service to the **Client** at the following location(s):

locations

Blackstone agrees to provide guard services to the **Client** subject to the following specific terms and conditions:

1) **Blackstone** will provide uniformed guard services at the above stated location, to the specifications set forth by the **Client. Blackstone** has made no security recommendations, implied or otherwise to the **Client. Client** has established the Post Orders or security instructions that **Blackstone** will adhere too. This contract is for the sole mutual benefit of the parties identified.

2) Any action of the uniformed guard contrary to or in addition to these duties are done at the guard's own initiative and are not part of the contract agreement nor are they to be assumed in the interests of the **Client** or **Clients** ownership.

3) Any changes in duties or scope of protection, must be in writing by the **Client**, and will be effective only when signed by both parties.

4) **Blackstone** agrees to maintain all necessary insurance including workmen's compensation and general liability insurance coverage. **Blackstone** will maintain or exceed the liability limits set by the **Client** and maintain coverage with an insurance company rate A+ or higher.

5) **Blackstone** will present invoices for services rendered to the **Client.** Payment of invoices is due upon receipt. Any dispute or claim regarding said invoices must be sent in writing within seven days from the date of invoice, stating the nature of the dispute or claim with all supporting documentation, or any claim or dispute will be deemed waived.

6) **Client** will be responsible for a late fee of 1.5% of invoice amount per month, of any invoice not paid within thirty (30) days of invoice date, plus all cost incurred for legal and collection expenses of any unpaid invoices, including the costs for legal filings.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

BILLING RATE:

Regular Rate is $

Nine (9) holidays and short notice call out are time and half

Hours, etc.

The rates listed above do not take the Affordable Health Care Act (ACA) into account. **Blackstone** reserves the right to open discussion with Client regarding the cost of implementation on a line item basis

The Hourly Rates quoted above includes all labor, payroll taxes, insurance, fuel, maintenance, communication equipment, training, and all other associated costs **(if applicable for your contract).**

7) Services may be terminated by either party only upon written notice and with proper justification with a fourteen (14) days "Notice of Termination" letter, or upon written notice in the event either party files a petition of bankruptcy.

8) **Client** understands that **Blackstone** is not an insurer; that if desired insurance may be obtained by the **Client** through its own insurer, that the sums payable under this Agreement to **Blackstone** are based upon the value of the services offered and are unrelated to the value of the **Clients** property of others located in or about the property; that the sums charged by **Blackstone** are insufficient to guarantee that no loss will occur, that the services are consistent with **Client's** request as an element of **Clients** security program, and that **Blackstone** makes no warranty or guarantee, implied or otherwise, that no loss which the services are designed to help detect or avert. The services provided under this Agreement are solely for the benefit of the **Client** and neither this Agreement, or any services rendered hereunder shall give rise to, or confer any rights on any third party and **Client** agrees to indemnify, defend and hold harmless **Blackstone** against any claims by third parties.

9) Both parties agree not to hire the employees of the other for the term of the contract and for six (6) months thereafter.

10) The services agreed to are as stated in the onsite Post Orders, as established by the **Client.**

11) This contract represents the only agreement between the parties and cannot be modified by either party without written consent by both parties.

12) Effective date of contract: Date

Daniel Swindall, President	Client Signature
For: Blackstone Security Services of Texas, Inc.	Printed Name:_____
Dated: _____	Date:_____

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Section 2

Executive Summary

Blackstone Security Services of Texas, Inc. is the Texas operations branch of Blackstone Security Services, Inc.® (an S-Corporation) which has mastered the unique needs of myriad clients and the diverse communities they serve in the Southwestern United States. Blackstone is headquartered in Phoenix, Arizona, and has seven additional divisions that cover Arizona, Texas and New Mexico. Blackstone is built to meet these opportunities by recruiting locally and assigning well-trained personnel with skill sets that match the specific needs of the client. Hence, our motto: "The secret to our success is in our people".

Blackstone was founded in 1993 by President & CEO Dan Swindall. Dan put together a unique business model based on employees and service instead of bureaucracy. Dan specializes in recognizing quality employees and motivating them to exemplify Blackstone's core values of honesty, integrity, dependability, compatibility and service.

Blackstone's core service offerings include, Uniformed Guard Services, Loss Prevention, Event Security and Information Desk Services. All services are offered as armed or unarmed.

Our management team has a combined total of more than 200 years of experience in security and management, and features a cadre of military, law enforcement, corrections and customer service veterans who bring to the table two former top-secret military and U.S. Department of Defense clearances, and a former Department of State Secret clearance.

Blackstone's management team comprises military veterans with international security experience, ex- law enforcement officers, ex-corrections officers and private business administrators. Each manager's duties are clearly stated in an organizational structure that ensures operational efficiency. The team is led by founding President & CEO Dan Swindall, a mentor for young security business owners who has served on BBB business ethics selection committees and four consecutive terms as Chairman of Arizona Private Security Professionals' Association (APSPA), a statewide group. He is also a member of the Associated Security Services & Investigators for the State of Texas (ASSIST) and ASIS International. Dan is a current a sitting member of the Arizona Private Investigator and Security Guard Hearing Board for the Arizona Department of Public Safety.

The training requirements mandated by Blackstone meet or exceed the training required in the states it serves. Blackstone is dedicated to ethics. Blackstone was awarded the Arizona Better Business Bureau's Business Ethics Award in 2012, the first and only private security company to do so. Blackstone also made Inc. Magazine's list of the nation's 5,000 fastest-growing private companies and reached consecutive semifinalist levels in 2012 and 2013 for the prestigious Spirit of Enterprise Award given by the W. P. Carey School of Business at Arizona State University.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone's operating philosophy of "Relentless Vigilance" ensures the client's security needs are consistently met by well-supervised personnel trained to pay attention to details. Our personnel consistently log more than 10,000 hours weekly serving a customer base that includes secured federal, state, county and municipal facilities; fortune 500 companies; commercial and retail businesses; educational facilities; warehouses and construction sites to name a few.

Dan has a strong commitment to corporate responsibility and encourages his managers to become actively involved with at least two community groups or professional associations.

Blackstone stays abreast of technological advancements that help improve service to its customers. Communications with clients is assured with Customer Relations Management (CRM), a sales metric that tracks customer service efforts.

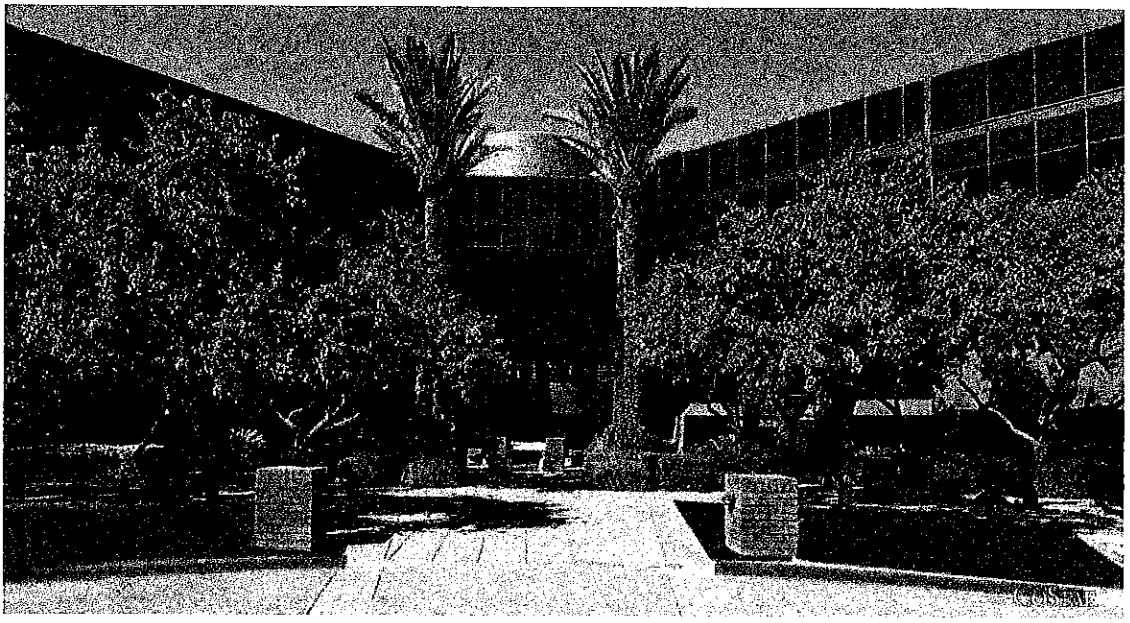
Blackstone consistently exceeds client needs with superior leadership, experience, training and operational efficiency. Our employees are our ambassadors and are encouraged to excel through an Employee Appreciation Program that recognizes outstanding performances and culminates in the "Officer of the Year" award. Employee development is further enhanced by alliances with two universities that offer reduced tuition rates for Blackstone employees. We go the extra mile for our employees, so they go the extra mile for our valued clients. One of Dan's favorite sayings is "There are no traffic jams along the extra mile".

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone Security Services, Inc.

"The secret to our success is in our people"

About Blackstone Security Services, Inc.®



Blackstone Headquarters, Phoenix, Arizona

Blackstone Security Services, Inc.® is an award-winning private security company that celebrated its **25th** anniversary of providing quality security services to the public and private sectors throughout the Southwest region.

Since its founding in 1993, Blackstone has developed a reputation for high quality, dependable service delivered by professional, dedicated, caring personnel who put client needs first. Based on a solid business plan that calls for slow, deliberate growth, Blackstone has resisted the urge to expand faster than its resources, so our services remain reliable, professional and on time.

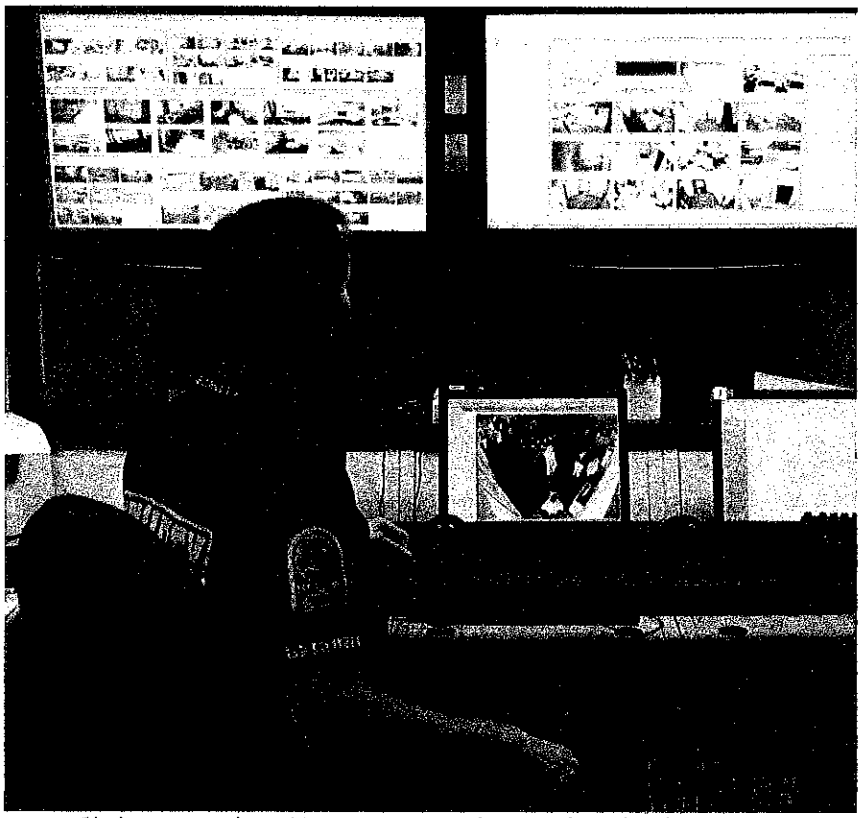
Our gradual expansion is made possible by the impeccable record compiled by Blackstone in serving its clients. Once Blackstone has assumed asset protection responsibilities, many of our clients have reported immediate reductions in their negative incident rates. Blackstone attributes this record to its culture of "Relentless Vigilance", and the ability of our Supervisors to analyze risk situations and recommend changes that improve security.

The architect of that plan is President & CEO, Dan Swindall. Under Dan's leadership, Blackstone has emerged as one of the premier security service providers in the Southwest region with a client list that includes municipal, state and federal organizations as well as corporate partners representing industries such as communications, transportation, resorts, construction, distribution, railways, learning centers, retail, and commercial real estate to name a few.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Dedicating ourselves to this business strategy has enabled Blackstone to continually provide exceptional service to our clients. In fact, our clients aren't the only ones who have realized this. Blackstone was able to achieve two company and industry milestones in 2012. Blackstone won the coveted *Arizona Better Business Bureau's Business Ethics Award* for 2012, the only security company ever to win that award. As an encore later in the year, Blackstone was named a semifinalist for the prestigious *Spirit of Enterprise Award* by the *W.P. Carey School of Business at Arizona State University*. Blackstone is the only security company to achieve this level of recognition. In 2013, we were named a semifinalist again for the *Spirit of Enterprise Award* in addition to making *Inc. Magazine's* "Inc 5000" list in 2013, 2014 and 2016, which names the 5000 fastest growing private companies in America. Following the *Inc 5000* recognition, Blackstone was also named a "*Hire Power*" award winner by Inc 5000 later in 2013 and again in 2014.

Our security personnel log more than 10,000 hours per week serving a diverse customer base that includes government facilities, warehouses, manufacturing plants, educational facilities, office buildings, commercial construction sites, healthcare facilities, highway and rail construction sites, homebuilders, communications, automobile dealerships, resorts, retail outlets, shopping malls, financial institutions, transportation and parking facilities and many other commercial enterprises. We regularly review our service offerings to make sure we keep pace with how national developments might impact our clientele.



Blackstone guard watching a monitor panel at one of our client's properties

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Companies, and municipalities looking to cut costs are eliminating their in-house security program and using contract security companies. Typically, in-house security employees will have a higher pay scale due to long term tenure with the company and expensive retirement benefits. This is one reason Blackstone has provided security services to State, Federal, and Commercial clients for the past **25** years and counting. During this time, Blackstone has earned a superior reputation among the agencies and clients it has served. This is solid proof that Blackstone has gained the skills, knowledge and experience required to successfully meet the demands of The Jefferson County Courthouse.

Over the past few of years, the U.S. has experienced higher crime rates. There's been many new terrorists' attacks on our domestic soil as well as around the world. Also, there's been a growing number of mass murders in our schools, theaters, night clubs, shopping malls, and public venues having a chilling effect on our nation. All this points to a compelling reason to initiate or ramp up security to offer better protection to your customers, employees, and visitors.

Blackstone Security Services has extensive experience in training and certifying personnel in the basic duties of security guards. In addition, Blackstone has a skill set that includes CPR and First Aid Certification, Fingerprint Certification, Walk-through Metal Detector Certification and Private Investigations. Blackstone also has vast experience in the use of Hand-held Metal Detectors, radio equipment, emergency response action plans, security surveys, electronic surveillance techniques and First Responder training. We pride ourselves on the quality of the management team who comprise the leadership of the security forces. The Management team has honed their skills while performing as law enforcement first responders and Special Weapons and Tactics (SWAT) Commander, private security contractors in combat zones around the world and military service in law enforcement (Military Police and Security Police). Blackstone offers Jefferson County the full benefit of our vast experience in specialized training and expertise in the security and law enforcement professions as well as our expert customer service team who are eager to continue meeting the needs of Jefferson County on a daily basis.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone Security Services, Inc.

"The secret to our success is in our people"

Blackstone Management Biographies

Dan Swindall
President & CEO

Leadership is the cornerstone of any organization's image and success. At Blackstone, that leadership is provided by President & CEO Dan Swindall. The Arizona native has over three decades of security experience that began with an extended tour as a security policeman in the U.S. Air Force. After his honorable discharge in 1982, Dan signed on with the Tatt Companies, an international security firm that later became Pedus Services, Inc.

With Tatt, Dan served as Nuclear Security Division Commander at the Palo Verde Nuclear Plant; Corporate Training Coordinator, responsible for all security personnel for regional offices companywide; and finally, Vice President of Sales & Marketing with Pedus Services. Dan supervised all sales and marketing efforts in the western United States, including sales training and tracking sales representatives' efforts. Then, using the experience and knowledge gained from his military service and 10 years with Pedus, Dan combined his entrepreneurial spirit with his marketing acumen in the early 1990's. That's when he determined there was a need for a full-service security company that provided quality services to clients and took care of its employees.

Dan put together a unique business model based on employees and service instead of bureaucracy. Dan specializes in recognizing quality employees and motivating them to exemplify Blackstone's core values: honesty, integrity, dependability, compatibility and service. Employees have personalities and so do clients. Dan believes that each employee assignment should mirror the client's individual personality and needs. Blackstone caters to a diversified client base whose needs range from securing resort properties and construction sites to Homeland Security applications.

Dan is constantly absorbing information from numerous national and international sources on developments, incidents and techniques to stay in the forefront of the security industry. Dan's perspective is that no matter what the assignment, clients want to feel they are getting the utmost in professionalism and service from their security company, and that is part of the Blackstone Edge.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone Security Services, Inc.

"The secret to our success is in our people"

Jeanne Croft
Executive Vice President

Jeanne Croft's colleagues at Blackstone Security Services, Inc.® describe her as a 'Type A' personality who is a problem-solver, conscientious, tenacious and very organized. She is the catalyst that keeps company representatives on task, on time and on the mark when it comes to fulfilling contract requirements in accordance with Blackstone's quality standards.

Personalities at Blackstone are as varied as its client base. Jeanne unites these personalities behind the singular purpose of satisfying clients. Jeanne is a perfect example of Blackstone's willingness to go outside the security industry to strengthen its management team by recruiting someone with direct knowledge and insight into the security needs of potential clients while improving its overall operations.

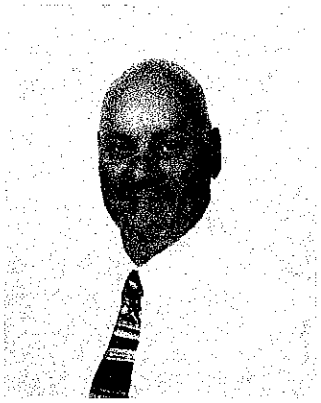
Blackstone's increase in business and client satisfaction is directly attributable to Jeanne's work ethic and her attention to detail. It's Jeanne's job to ensure customer satisfaction by conducting periodic audits of all client facilities regarding updates of post orders and quality assurance surveys. She also meticulously records all client requests and the resolution of those requests.

Jeanne's success in building new business and retaining satisfied clients is the result of more than 20 years of experience working in industries that need on-site security services, arming the South Dakota native with inside knowledge concerning client security needs before she contacts them. She brought an awareness of the security needs and issues of clients, such as commercial property management companies, when she joined Blackstone in 2004.

Jeanne is a big reason why the secret to Blackstone's success is in its people.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Bobby Holley
Quality Assurance Manager



Mr. Bobby Holley is the Quality Assurance and Training Manager for Blackstone. Mr. Holley previously was assigned as the District Manager in Dallas, Texas and as the Assistant Director of Operations for Blackstone's Division 32 in the greater Phoenix area. He has one of the most versatile resumes in the history of Blackstone. What others see as challenges, Mr. Holley sees as opportunities. He embodies the enthusiasm of our approach to this continued relationship.

A veteran of the U.S. Army Military Police, Mr. Holley has been a businessman, a Special Operations Consultant for the military in Iraq, a Security director for several private companies, a Claims and Surveillance Senior Investigator, a Training Investigator, the Chief of Security at a U.S. Air Force auxiliary airfield in Arizona and a Youth Corrections Officer in the Arizona Department of Juvenile Corrections.

Mr. Holley possesses excellent customer service skills as a result of interpersonal communications training. He has effectively trained new security personnel in duties, applicable laws, regulations and procedures for more than 20 years. He received training in Video Surveillance Techniques; Audio Recordings for Interviews; Hostage Negotiations; Crime Scene Processing and Computer Assisted Drafting for Crime Scene Re-creation Diagrams from Central Texas College and the U.S. Army. Mr. Holley has authored and implemented policies and directives that have established and maintained an effective security force for various locations, threats and terrains.

Constantly seeking to improve his skills, Mr. Holley has 72 hours toward an undergraduate degree in Criminal Justice and Law Enforcement.

As the Assistant Director of Operations for Blackstone, Mr. Holley conducted inspections of security sites and personnel and controlled and trained a security force of more than 250 uniformed security personnel.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone Security Services, Inc.

"The secret to our success is in our people"

Ken Vandiver
Director of Operations

Ken Vandiver's years of experience in the security industry is built on a solid foundation of law enforcement that includes field experience, leadership, tactical training and administration. He has put in long hours in the classroom and on the street.

As Director of Operations for Blackstone, Ken oversees more than 300 security personnel and is responsible for scheduling, billing, settling client conflicts, dispatch and hiring among other duties.

A Texas native, Ken founded his own company and was an entrepreneur for 16 years prior to becoming a law enforcement officer in Missouri. During that time, he became well acquainted with the importance of good customer service, loss prevention and security.

During his years as a sheriff's deputy in Cass County, MO, Ken received experience in a variety of areas. His duties included service as a Road Officer, a Field Training Officer, A SWAT team member, a Sniper, an Expert Witness during court appearances, and Report Writing.

Ken's discipline, dedication to duty and attention to detail make him the quintessential prototype for a security officer and a role model for everyone he supervises. His training and supervisory experience enable Ken to analyze employee performance and initiate corrective measures in a timely and efficient manner.

His communication and organizational skills make Ken an asset when addressing clients' concerns as well as staff issues. Ken has consistently demonstrated an ability to remain calm in the face of critical situations and get the job done, whatever that may require. Ken dispenses praise when it is earned. He also has the ability to discipline employees and represent client concerns in difficult situations, while gaining the respect and cooperation of both.

Ken always conducts himself in a professional manner while making sure client concerns are promptly addressed and their needs are met.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone Security Services, Inc.

"The secret to our success is in our people"

Mitzi Hagan

Human Resources Manager

Human Resources Manager Mitzi Hagan is the microscope under which all aspiring Blackstone employees must pass. Her ability to recognize candidates with the "right stuff" stems from more than 20 years of service in the security industry, during which time she has screened thousands of security personnel while managing the human resources and administrative operations for regional and international security companies. Mitzi's hands-on approach to her job includes interviewing, orientation, training scheduling and assisting with site placement. She is adept at performing thorough background investigations of all applicants to verify their compliance with Federal and State regulations.

The Virginia native's comprehensive knowledge of the nuts-and-bolts of security operations has made her an invaluable member of Blackstone's management team since she joined the company in 2004. The security business is such a specialized industry that good people follow good people, and previous employees constantly seek out Mitzi because they know the organizations she represents deliver great client services and provide positive, structured work environments.

Under Mitzi's guidance, Blackstone security personnel receive training that is interactive and exceeds the curriculum content set forth in guidelines established by the States' Department of Public Safety.

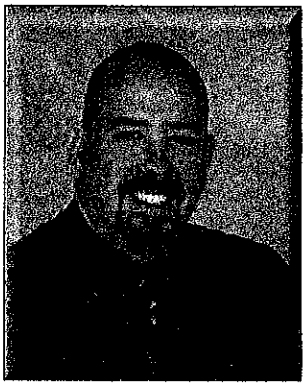
Behind every good company, there are unseen people who contribute to that company's efficient operation. At Blackstone Services, Mitzi Hagan is one of those people.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone Security Services, Inc.

"The secret to our success is in our people"

Tony Browe
Regional Manager



Tony Browe brings an international perspective to a veteran Blackstone management team. His experience in the security arena includes personal protection work for foreign dignitaries, politicians and celebrities as well as owning his own security company in Dublin, Ireland.

Tony's enthusiasm and drive make him an excellent candidate to manage Blackstone's operations in Texas, where he has the responsibility for hiring, training, background checks, sales, contract management, client liaison and budget. The Michigan native has 30 years' experience in the armed and unarmed security field, 28 of those years in management.

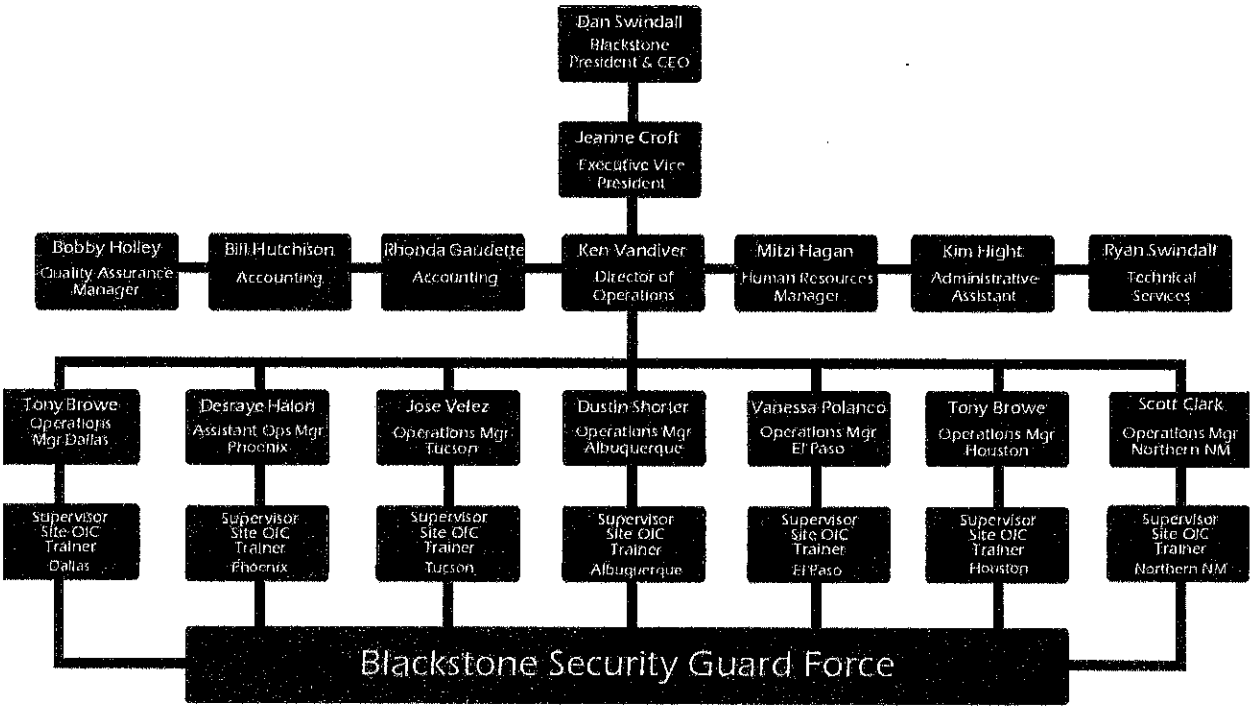
A former combat engineer, Tony became involved in the security business after his discharge from the U.S. Army. While in the Army, Tony possessed a Top-Secret Clearance due to his work in Ops & Planning. Tony gained his international perspective by working for three different security companies in Ireland over a 15- year period.

Tony's dedication to client satisfaction and his attention to detail are complemented by his willingness to take responsibility for the performance of the personnel he trains and supervises. His active, straightforward, hands-on approach to management leaves little room for misunderstandings with staff or clients. He believes very strongly in being accessible to customers and is only a phone call away from addressing customer needs directly.

He is certified as Blackstone's Qualified Manager in Texas, and additionally he is licensed by the Arizona Department of Public Safety (DPS) as a private investigator and is certified by Arizona DPS in fingerprint interpretation and performing background checks. He is also certified in CPR/First Aid, and is a nationally accredited Instructor for Taser training, and Firearms by the National Rifle Association.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Organizational Structure



Blackstone's internal communication is one of our core foci. Our President & CEO, Dan Swindall, takes a hands-on approach with each division throughout the company. Weekly staff meetings and conference calls identify and address all issues with current clients, new business, staffing and anything else that needs to be reviewed. Open discussion allows all solutions to be considered, whether they come directly from Dan, Operations Managers, or even suggestions from our supervisors and guard force. Blackstone's organic work environment allows for both traditional and non-conventional thinking, and results in many of our best practices.

Blackstone's organizational chart (shown above) shows the basic chain of command for our eight divisions.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Affiliations

Blackstone is proud to be a Certified Veteran-Owned Small Business. Leadership is the cornerstone of any organization's image and success. At Blackstone, that leadership is provided by President & CEO Dan Swindall. The Arizona native has over three decades of security experience that began with a five-year stint as a security policeman in the U.S. Air Force. As a U.S. military veteran, Dan has the expertise to prepare the optimal foundation for a professional security service company. With the high caliber leadership that Blackstone has had in place from company conception, our clientele can be assured that they are receiving the best possible service.

Management team members are multicultural, represent both genders and are veterans of military – some with previous top-secret clearances – and law enforcement service.

Blackstone's commitment to equality in the workplace is reflected in the ethnic and gender composition of the security guards hired to protect client assets.

Blackstone makes a conscious effort to align itself with clients of all sizes whose employee base reflects the ethnic and gender compositions of the communities that support them. Blackstone is an equal opportunity employer. By hiring our security personnel from the communities in the areas where our clients are located, Blackstone successfully addresses this issue.

Blackstone also belongs to the American Society of Industrial Security (ASIS), an international organization of security professionals. As such, there is a shared sense of ethics, professionalism and dedication to service. ELP will also benefit from Blackstone's membership in the Arizona Private Security Professionals Association (APSPA), an organization of industry professionals founded to improve and maintain the quality of contract security standards and principles.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone President & CEO Dan Swindall served four consecutive three-year terms as Chair of the Arizona Private Security Professionals" Association's Board of Officers. The APSPA comprises the owners of private security companies, their administrators, supervisors, vendors, family members of fallen security officers and other supporters. APSPA advocates for the security industry in Arizona and is dedicated to maintaining its position as the bellwether for the professional and ethical standards of the security industry. Under Dan's leadership, APSPA has initiated legislative platforms to increase the training requirements for security officers and to protect the profession from unfair competition by outside groups. As Chair, Dan has initiated and maintained dialogues with APSPA sister organizations in Arizona's neighboring states. These include the California Association of Licensed Security Agencies, Guards & Associates (CALSAGA); the Associated Security Services and Investigators of the State of Texas (A.S.S.I.S.T); the New Mexico Private Security Officers Association (NMPSOA); and the Professional Association of Contract Security Companies (PACSCO) in Utah. Dan has also overseen efforts of the Arizona Fallen Officer Memorial Fund to hold regular fundraising events to raise money to assist the family members of security officers slain in the line of duty.

BBB Business Ethics AWARDS 2012 Winner

Blackstone was awarded the 2012 Business Ethics Award by the Greater Arizona BBB, taking the trophy in the largest category in a competition with more than 300 entries, and becoming the first security guard company to win the coveted award. Blackstone enjoys a BBB rating of A+, the highest honor offered by the BBB. Our A+ rating is the result of a BBB evaluation of a number of categories and indicates the degree of confidence the BBB has that Blackstone embodies the BBB's standards of accreditation in all phases of operation. Blackstone has a historical commitment to conducting business in a truthful, trustworthy manner; we are open to the scrutiny of our patrons and business partners in a way that warrants their cooperation, respect and loyalty. You are invited to view the video produced by the BBB featuring Blackstone Security Services, Inc. ® at this link: https://youtu.be/x0sTflKMAuc

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone Security Services, Inc.
"The secret to our success is in our people"

ASSIST Online
Associated Security Services And Investigators of the State of Texas

The Associated Security Services and Investigators of the State of Texas (ASSIST) is a 501c non-profit organization that brings security professionals together in an effort to improve the security industry throughout the state of Texas. Additionally, ASSIST helps keep security companies and their personnel updated on the changes in law relating to security, the latest security technology, and other vital information. Blackstone has been a proud member of ASSIST since 2012.

BASC
BUSINESS ALLIANCE FOR SECURE COMMERCE

Blackstone is also a BASC (Business Alliance for Secure Commerce) partner. BASC is a business-customs partnership created to promote safe, legal international trade in cooperation with Federal, State and International organizations. Being a Southwestern-based corporation and providing security in three Border States, Blackstone understands the need for procedural standards to ensure safe and fair trade across international borders.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Technology & Equipment

Although security is often regarded as a low-tech industry, Blackstone is constantly evaluating new technology and how it can improve the service we deliver to our clients. Below are some of the hardware and software tools that we've integrated into our daily operations.

Blackstone Personnel Management System (BPMS) by InTime™

BPMS is a company-wide, web-based, real-time personnel management system that allows Managers, Schedulers, Human Resources (HR), Supervisors and Security Guards to access data from any location at any time. This system tracks a wide range of licensing and certifications, from DPS-Certified Guard License(s), CPR and First Aid licensing, to specialized training and clearances.

Standard HR items such as performance counseling, skill ratings, payroll issues, time off requests, sick days, addresses and phone numbers, are all entered in a commonly accessed database and can be revised and viewed by authorized personnel in the company. This eliminates the need to search multiple systems or paper files to locate and/or track specific information on any or all employees. Reports of various types can be quickly and effortlessly generated to provide a "whole guard" professional view of any person considered for any position.

In the event that a guard's license expires, is on medical leave, has military service or calls off sick, the system will prohibit them from being assigned to a post until the situation is rectified.

BPMS will track all site-required training and give notifications when the guard does not meet the requirements for the site. In addition, the system's capabilities include notifying supervisors of any other details specific to a site that would only allow qualified personnel to be assigned.

BPMS tracks personnel by defined filters within the system, attributes (male, female, logistics, availability) and can be based on any data and assigned to personnel and locations, this filter can match personnel and locations for each site. The use of this method enables the pairing of the highest qualified guard being assigned to all locations. Personnel can also be selected by desired skills such as, specific licenses, certifications or training. This can include languages, CPR, First Aid, driver's license and other certificates and clearances that would be required for each site.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

InTime™ being accessed from different platforms

The Blackstone Personnel Management System will benefit Jefferson County by providing detailed reports for employees scheduled, required training, license and certification expirations and will generate billing backup for invoicing, audits, etc. With the checks and balances gained by logging all appropriate licensing and site-specific required training, Jefferson County can rest assured that their sites are always being staffed by qualified personnel.

SalesForce Customer Relationship Management System (CRM)

This office management system tracks all contacts, meeting requests, and email communication between Jefferson County and Blackstone. This serves as a documentation log of all communication, and also serves as a reminder to each of the office support staff. In this capacity, it acts as a CRM tool, and gives each staff member the access to the same information.

This directly benefits Jefferson County in the ongoing communications between our organizations, as well as Blackstone's management having access to up-to-date information that can ensure the best possible service is provided to Jefferson County.

Wireless Communications

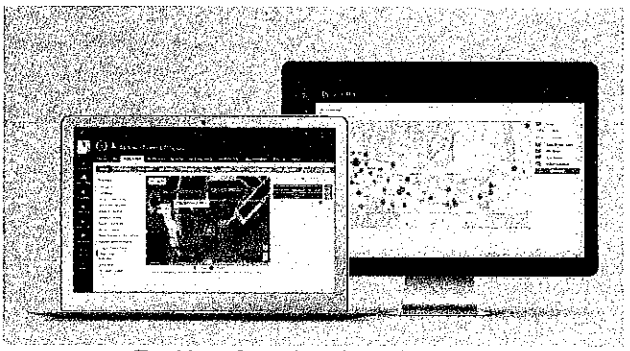
Blackstone utilizes Verizon Wireless™ Smart Phones and Tablets for its management, supervisors, patrol drivers and on-site officers. This gives management and staff access to calls, emails, and calendars from any location.

TrackTik®

A big part of our technological capability is constantly learning about, testing and implementing new products available in the security industry. One recent advancement has allowed Blackstone to upgrade our digital tracking and reporting systems. Our wireless devices are now enabled with TrackTik® (Electronic Guard Tour monitoring software), a web-based application that provides remote, digital visibility and accountability of our workforce. This is accessed through a phone application that tracks the device's activities and movements as well as documenting checkpoints via NFC tags. The software also allows customizable digital reports to be created right on the guard's phone. Jefferson County benefits greatly from these technologies, as it gives Jefferson

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

County and Blackstone Management real-time data even when Blackstone's Supervisor or Officer-In-Charge is not currently at a particular property. This software replaces the outdated wand systems of the past, which were much less reliable and offered no real-time information, let alone the ability to create incident reports. This resource can be enacted at a minimal monthly charge.



Tracking of guards and patrol vehicles

Samsung Galaxy Tablet

Samsung Galaxy tablets, also powered by Verizon Wireless, are utilized by the management staff and supervisors outside of the office. By having the capability to remotely access the communications applications and internet-based software utilized by Blackstone in the field, management and supervisors have real time interaction and instant problem-solving capability. Use of the Samsung Galaxy tablets also enables management to conduct video meetings and "see what I see" observations of the scene to enhance the response time and alert emergency response personnel as needed. In addition to emergency communications, these wireless devices allow for quick access to schedules, post orders and special instruction documents from any location since they have their own wireless connection.

Microsoft 365

Blackstone is connected to Microsoft 365 Exchange Server, which makes changes seamless across different platforms to utilize email, documents, and shared calendars. Changes that are made in the office are automatically updated for personnel in the field. This is a great advantage to have the most current information accessible at any time.

Vehicles

Blackstone offers a variety of vehicle options for its clients. Patrol and large site vehicles are typically environmentally friendly cars that boast efficient fuel economy. For more rugged terrain, whether in remote areas or sites requiring four-wheel drive, Blackstone also offers the option of using trucks. Both types of vehicles are clearly marked and identifiable; and all are licensed, insured and with current registration.

Blackstone also has on-site vehicles such as golf carts and T3 Motion vehicles available for larger sites.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone Security Services, Inc.

"The secret to our success is in our people"

Blackstone's next-generation patrol vehicles

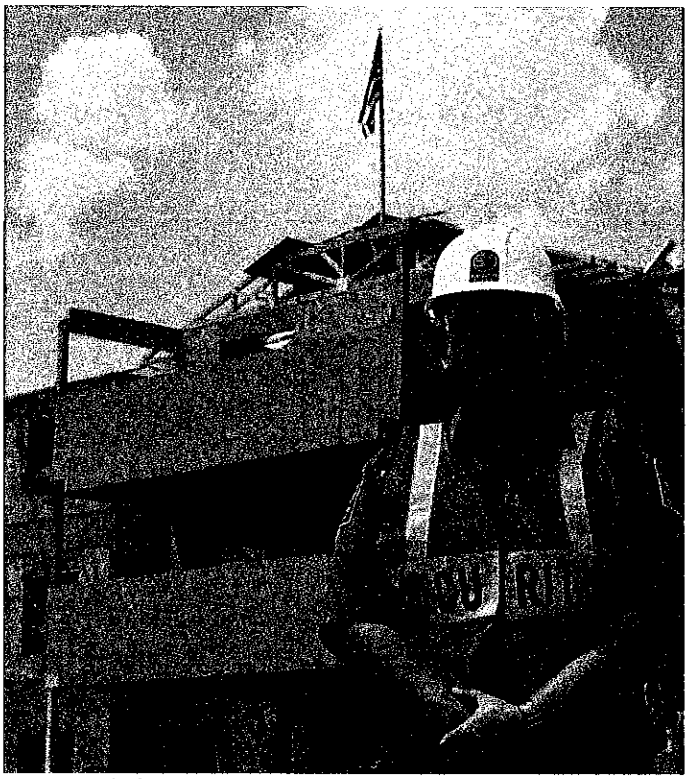
Traditional Blackstone Security truck

T3 vehicles and golf carts add another option to patrols on large sites

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Site-specific equipment

Depending on the needs of an individual site, Blackstone offers a variety of site-specific equipment, which is included in the hourly billing rates. These can include, but are not limited to, hard hats, protective eyewear, two-way radios, and/or cell phones. Additionally, either Blackstone's military or polo uniforms are also included in the base price(s) that are quoted. Although the listed posts and demands should not require these items, Jefferson County can rest assured that they are available upon request if the situation were to arise.



Blackstone Security personnel on a construction site

Uniforms

Blackstone acknowledges responsibility for the daily personal appearance of security personnel. All standard uniforms issued by Blackstone meet the standards set by the State's Department of Public Safety.

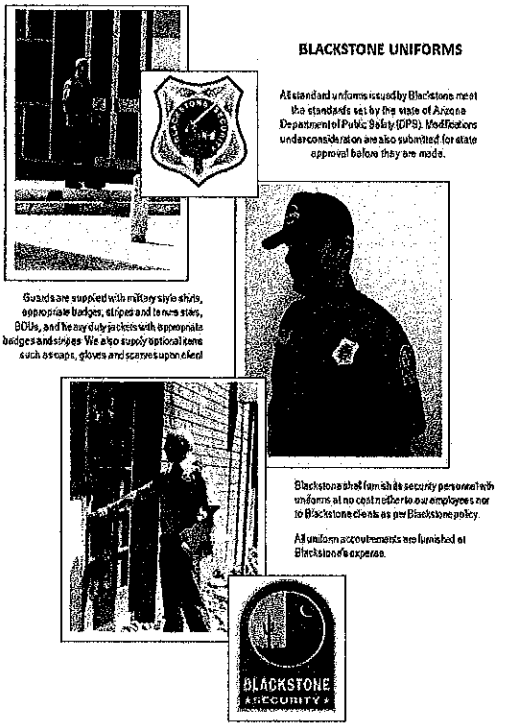
Blackstone security guards approved for this assignment shall be measured for their professional uniforms. Blackstone will review current inventory and will order all appropriate uniforms and equipment necessary to complete this order for assignment, ensuring that the security personnel are properly attired and equipped. Upon receipt of uniforms, the assigned guards shall have a second fitting of their required uniforms. If indicated, Blackstone shall provide expert tailoring of the required uniforms to promote appropriate fit and provide the most professional appearance possible.

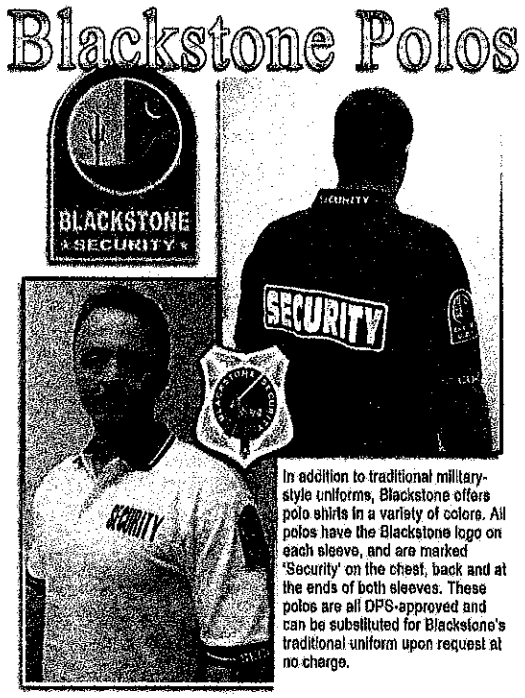
CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone Security Services, Inc.

"The secret to our success is in our people"

Blackstone security personnel dress appropriately to enhance the client's environment of professionalism and service. Guards are supplied with military-style uniform shirts with appropriate badges, stripes and tenure stars; and heavy-duty jackets with appropriate badges and stripes. In addition, Blackstone supplies optional items such as polo shirts, caps, gloves and scarves upon client request. We also offer blazers, jackets and ties for security personnel per special assignment. All uniform accoutrements are furnished at Blackstone's expense.





In addition to traditional military-style uniforms, Blackstone offers polo shirts in a variety of colors. All polos have the Blackstone logo on each sleeve, and are marked 'Security' on the chest, back and at the ends of both sleeves. These polos are all DPS-approved and can be substituted for Blackstone's traditional uniform upon request at no charge.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Screening and Hiring

Compliance

Blackstone submits all potential employees through a rigorous battery of background checks, some of which are conducted by the National Crime Information Center **(NCIC)** and the Federal Bureau of Investigation **(FBI).** These background checks include searches for derogatory information. Blackstone verifies the prospective employee's citizenship or proof of legal residence through The Department of Homeland Security's U.S. Citizenship and Immigration Services and E-Verify. Blackstone drug tests employees before they are accepted for employment. Blackstone also uses TLO Online and Tracers Info Investigative Systems to augment all applicable back ground screenings. All Blackstone Security personnel must have a current State Guard Card issued by the State Department of Public Safety (DPS) before being assigned to any post. All of Blackstone's hiring procedures are in compliance with ***8 USCA 1324*** regarding laws of knowingly employing illegal aliens, as well as Title VII of the Civil Rights Act of 1964, American with Disabilities Act, the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, and the Rehabilitation Act.

Blackstone's screening process and hiring guidelines adhere to all of the following requirements as set forth in applicable State Statues, Laws and Regulations:

A. An applicant for a security guard registration certificate issued pursuant to this article shall:

1. Be at least 18 years of age.
2. Be a citizen or legal resident of the United States who is authorized to seek employment in the United States.
3. Not have been convicted of any felony or currently be under indictment for a felony.
4. Within the five years immediately preceding the application for an associate, security guard or Armed security guard registration certificate, not have been convicted of any misdemeanor act involving:
   (a) Personal violence or force against another person or threatening to commit any act of personal violence or unlawful force against another person.
   (b) Misconduct involving a deadly weapon.
   (c) Dishonesty or fraud.
   (d) Arson.
   (e) Theft.
   (f) Domestic violence.
   (g) Sexual misconduct.
5. Not be on parole, on community supervision, on work furlough, on home arrest, on release on any other basis or named in an outstanding arrest warrant.
6. Not be serving a term of probation pursuant to a conviction for any act of personal violence or domestic violence.
7. Not be either of the following:
   (a) Adjudicated mentally incompetent.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

(b) Found to constitute a danger to self or others.

8. Not have been convicted of acting or attempting to act as an associate security guard or armed security guard without a license if a license was required.
9. Not be a registered sex offender.

Above and beyond the mandated minimum requirements, Blackstone security personnel assigned to posts for Jefferson County:

- Must provide professional and personal references
- Must have a verifiable, stable, five-year work history
- Must have reliable transportation
- Must attend a mandatory eight (8) hour training program
- Must have adequate hearing to perform security related jobs, i.e. the ability to hear normal conversation at 20 feet
- Must have correctable vision to 20/30
- Must have a valid telephone number
- Must be able to differentiate between standard colors
- Must be mentally alert, exercise good judgment and follow instructions
- Must have proportionate height and weight
- Must possess a valid State driver's license
- Must consent to be fingerprinted and submit to a background check
- Must successfully complete additional training required by Jefferson County
- Must pass a drug screening (at Blackstone's expense) and remain drug free
- Must possess a high school diploma or equivalent (GED)
- Must be computer literate and experienced with Microsoft Office
- Must not have been convicted of any crimes involving moral turpitude, or any crime involving the use or possession of a dangerous weapon
- Must speak, read and write English and be capable of maintaining activity logs and other reports, read post orders, and communicate in English
- Must possess and carry their guard license and identification on their person at all times and produce them upon request/inspection
- Must possess thorough understanding of all laws, regulations, procedures and rules pertaining to the detention of any individual
- Must not allow unauthorized persons into any restricted area and enforce "no smoking" regulations
- Must be able to physically perform normal to arduous physical activity without undue strain, i.e. stand, walk or patrol their entire shift, climbing of stairs and/or ladders, lift or carry objects up to fifty (50) pounds, and defend themselves and Jefferson County employees and vendors from Armed and Unarmed attacks
- Will have at least one year of experience providing security services (critical and armed guards will have at least two years of experience)

Mandatory performance reviews are conducted at thirty (30) days, ninety (90) days and annually thereafter by Blackstone's Operations Department. Annual drug screenings are performed as part of the review process.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone applicants also are screened for the following personal characteristics and skills:

- Tact
- Dependability
- Honesty
- Responsibility
- Courtesy
- Cooperation
- Social awareness
- Cultural sensitivity
- Emotional stability
- Sound judgment
- Flexibility
- Personal hygiene

Any Blackstone employee who is injured or becomes ill on the job must report directly to Dispatch or the designated Supervisor on duty before any other action is taken. The Supervisor will pass the information on to Blackstone Human Resources and Blackstone's Operations Department, and the situation will be handled appropriately from there, depending on the circumstances of the incident.

Security guards will be removed from their Jefferson County post for any of the following (but not limited to these) arrests or convictions:

- Any felony offense
- Any drug offense
- Any offense involving assault or threats of violence
- Any theft, fraud or financial crimes offense
- Any arson offense
- Any sexual misconduct offense
- Any offense of misconduct involving a deadly weapon
- Driving while intoxicated, reckless driving, or excessive traffic violations within a three-year period prior to assignment on Jefferson County post
- Any other offense deemed detrimental to the best interests of Jefferson County

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone's Pre-Assignment Training Curriculum

Blackstone Security guard personnel are required to attend an initial training course over an eight-hour formal classroom instructional setting. In addition, all guard personnel are required to attend a refresher course of the same length and content to renew the license every two years. The initial and refresher training consists of the following areas of instruction:

- Orientation – an introduction to the concept of security
- Criminal Law and Laws of Arrest (Legal Authority)
    - Authority and Responsibility of a Security Guard
        - Definitions
        - Authority and Limitations
        - Justification of Civil Liability
    - Laws of Arrest
        - Interface with and Assisting Law Enforcement
            - Preventing offenses and aiding officers
            - Right to command aid for execution of process and punishment for resisting process
        - Duty of officers to disperse unlawful assembly
        - Arrest
        - Arrest by a Private Person
        - Method of Arrest by a Private Person
        - Duty of a Private Person after making an arrest
    - Search and Seizure
        - Amendment IV Rights
        - Unlawful search and seizure
    - Criminal Law
- Uniform and Grooming
    - State Law pertaining to uniforms
        - Authorized uniform by Law and Agency
        - Responsibility of the guard
    - Basic hygiene policies
- Communications
    - Written Communication
        - Report Writing
            - Forms to use
            - Grammar
            - Spelling
            - Note taking
            - Who, What, Where, When and How
    - Verbal Communication
        - Interpersonal Communications / Human Relations
            - Physiological responses to stress
            - How to lower the stress level
            - Bridging communication barriers

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

- Electronic Communications
  - Telephone procedures
  - Radio procedures
  - Use of panic button devices
  - Emergency reporting devices
  - Smart phone applications
  - Tablet applications and programs

- Use of Force and Levels of Force
  - Justification
    - Definitions
      - Physical Force
      - Deadly Physical Force
    - Levels of Control
      - Definition of Control
      - Control variable
    - Levels of Force
      - Guard presence
      - Verbal
      - Empty hand control
      - Less than lethal control
    - Elements of lethal force
    - Elements of resistance
    - De-escalation of force
    - Handcuffs and restrains
- Crime Scene Preservation
  - Responsibilities
  - Reasons for denial of entry to a crime scene
  - Procedures to protect a crime scene
- First Response
  - Immediate actions
    - Notify appropriate emergency response units
    - Notify all persons in the immediate area
    - Protect life
    - Protect property
    - Prevent loss
    - Protect evidence
  - Evacuate as needed
  - Secure the scene
  - Provide emergency responders with directions and a person to lead
  - Remain on scene until released by emergency responder command
  - IRecord all times and actions to include
    - Time of incident
    - Time area was secured
    - Time of emergency responders to the scene

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

        - Time emergency was controlled by responders
        - Time scene was cleared by responders and released.
- Ethics
    - Moral Character
        - On duty standards
        - Off duty standards
        - Driving standards
    - Sexual Harassment
        - Verbal
        - Non-verbal
        - Innuendos
- General Security Guard Procedures
    - Required and recommended equipment
    - Customer Service Best Practices
    - Vehicles Safety Programs
        - Defensive Driving
        - Special Equipment Training
            - Golf Cart
            - T3 Cart
            - Gator gas operated cart
        - Electric gates and lock

In addition to State required training, ***Blackstone Security Services provides cost-free training to enhance the professionalism and competence level of our guard force.*** All the training below is provided to the guard force at no cost to the guard and is designed to prepare a security guard to provide the highest effective service to our clients on any type of site from the basic parking security to the reception area of a high-rise building. The training program increases the Blackstone Security Guard's ability to deal with a myriad of persons and situations that will help to protect Jefferson County interests and liabilities.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Method of Approach

For the past **25** years, Blackstone has provided outstanding security coverage to both the public and private sector. We have developed a proven method of approach to fulfilling the requirements of each of our clients. With a combination of hiring and screening of prospective personnel, In-service Training at our corporate facility, a proven Communications Plan, and the processes and procedures of the Operations Department, this molds a qualified guard that will be ready to take ownership of their assigned post. This is founded on our company's Quality Control Program, where we ensure the contract requirements are met or exceeded for every post that is staffed with trained personnel.

Knowing the range of services that each client requires, we modify our approach to fulfilling the requirements that are identified by each client. We understand that communication is the key to successful business relationships, which is the foundation of our company's method of approach, where our Management Team has scheduled meetings throughout the pre-startup and execution of the contract.

This model is carried directly to the guard force, where we have an open-door policy with every member of our Management Team. Any concerns that the guards might have can be brought to the attention of the managers for immediate action.

Upon award, Blackstone will meet with any current security officers contracted to work at Jefferson County posts that is deemed eligible to be retained for the new contract. Following Blackstone's interviewing process, the number of additional security officers required to fulfill the contract will be determined. Blackstone will then select qualified personnel to fulfill all the open posts. Officers designated for assignment Jefferson County facilities will receive on-site training before manning their post. Additionally, supervisors and rovers will be trained to fill any open spots in the event of illness, injury, and requested guard replacement by Jefferson County, etc. Blackstone intends to use permanent officers at Jefferson County in an effort to maximize each officer's effectiveness as well as build strong communication with Jefferson County staff, and if at any point Blackstone provides security at additional locations, the same policy will be enforced.

Blackstone understands that no post is to be left unmanned at any time. In cases where any security officer does not arrive on his post as scheduled, the current officer on the respective site will remain on duty until they are relieved.

All work completed by all officers under Jefferson County contract will be unarmed. No officer will be in possession of a firearm, knife, Billy club, mace, pepper spray, Taser or any other defensive weapon. Jefferson County will notify Blackstone of any required changes to this policy based on current threat levels and security requirements.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Transition Process

30 Days prior to startup, Blackstone holds a pre-start up meeting to review the transition plan making any adjustments to contract specifications and assign individual management personnel goals. Hiring process of qualified guards will commence for later review of compatibility to post assignments. Blackstone will also meet with any current security officers that Jefferson County wishes to retain for its properties.

Blackstone's Training program will be modified to the contract requirements for the selected guards for each post and training dates are schedule.

Pre-startup meetings are scheduled weekly with the contract management for any updates or contract changes.

20 Days prior to startup, Blackstone will make contact with Jefferson County for any updates to the contract or scheduled coverage(s). Uniforms are ordered for the hired guards, and a pre-fit is conducted to see if any alterations need to be addressed to provide a professional appearance. Blackstone will schedule training for the hired guards.

15 Days prior to startup, Blackstone will make contact with Jefferson County for any updates to the contract. Blackstone starts in-house training at our corporate facility on any specialized areas that are needed to fulfill the contract requirements. Human Resources will verify all documentation of training and certifications and that all requirements are met.

10 Days prior to startup, a walk-through on all sites with the assigned guards for familiarization of the facilities to better enable them to apply their training and ask questions on assigned duties. A meeting with Blackstone Management Team and Jefferson County will be conducted for review of post orders and site locations.

5 Days prior to startup, Management Team and Blackstone Operations will have a meeting with all assigned guards for any last-minute details or questions on post orders and site locations that need addressed. All necessary equipment will be issued.

On the day of assuming security responsibilities, Members of the Blackstone Management Team will be on site to insure a smooth transition of all assigned guards.

Post-Startup Evaluations

3 Days post-startup, Meeting will be held with the Management Team and Jefferson County to evaluate the start- up and address any discrepancies.

7 Days post-startup, Blackstone will review each post assignment and address any newfound concerns.

14 Days post-startup, Blackstone will review operation procedures and post orders and address any questions that all assigned personnel have.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone's Quality Control Program is adjusted for each assignment, designed specifically to ensure the contract requirements are met for each post requirement and carried out throughout the term of the assignment. This shall be implemented immediately with random and scheduled employee proficiency evaluations to provide continuous monitoring and training for assigned guards. This will ensure that all assigned Blackstone employees are capable of performing assigned duties and are proficient in the use of security equipment. It is standard procedure that Blackstone's Supervisors and management staff to conduct unannounced site visits to monitor and test the personnel on each post.

Section 2 – Firm's Experience

Below are just some of Blackstone's many references:

Phoenix Fire Department
2425 West Lower Buckeye Road
Phoenix, AZ 85009
Jack Ballentine
Security Manager
602-534-5358
Jack.ballentine@phoenix.gov

Blackstone provides 24-hour security for the Phoenix Fire Training Center and Emergency Operations Center by conducting entry control, front desk services, CCTV monitoring and conducting foot patrols. This is a current contract and has remained so for more than ten (10) years.

The City of Glendale
5850 West Glendale Avenue, Suite 270
Glendale, Arizona 85301
Martin Lopez
Security Supervisor, Glendale Police Department
623-930-3056
mlopez@glendaleaz.com

Blackstone has provided security to the City of Glendale at various locations that include the Fire Training Area, City Hall Complex, Recreation Areas and others. Services include foot patrol, mobile patrol, front desk services, customer service assistance, and visitor processing. This is a current contract and was initiated in September 2016.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Maricopa County
401 West Jefferson Street
Phoenix, Arizona 85003
Bradley Cutliffe, Sr., Chief, Security Services
602-506-8350
Bradley.Cutliffe@mail.maricopa.gov

Blackstone has provided both Armed and Unarmed security services to Maricopa County since January 2017. Services provided include Magnetometer and X-ray operations, walking patrols, front desk services, Customer Assistance Services, parking garage monitoring, records monitoring and various other services throughout the governmental buildings occupied by the Maricopa County Government Agencies.

El Paso International Airport
6701 Convair Road
El Paso, Texas 79925
Alexander Rao, Airport Security Coordinator
915-212-7328
raoas@elpasotexas.gov

Blackstone has provided various security services from June 2015 to June 2018. Services include control of vehicle and pedestrian gate access to the secured areas. Specialized training is required for this assignment due to Federal Regulations and frequent TSA inspections.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Reference Letters:

October 1, 2013

To Whom It May Concern:

It has been my sincere pleasure working with Blackstone Security Services for several years. Their professionalism and work ethic are outstanding. I have observed their abilities on several of our facilities from Fire Administration to our Training Academy campus.

They are competent, hard working, and dedicated. If I ever have a question comment or concern, Blackstone management is always responsive polite and professional. They always provide me with any/all information I may need immediately and without question.

In closing, I would not hesitate to highly recommend Blackstone Security Services. Should you have any questions, please feel free to contact me at 602-534-9875.

Sincerely,

Jim Zwerg, AIA
Architect / Facility Manager
Phoenix Fire Department
Facilities Management

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone Security Services, Inc.

"The secret to our success is in our people"

THE STATE OF ARIZONA
GAME AND FISH DEPARTMENT
5000 W. CAREFREE HIGHWAY
PHOENIX, AZ 85086-5000
(602) 942-3000 • WWW.AZGFD.GOV
REGION II, 3500 S. LAKE MARY ROAD, FLAGSTAFF, AZ 86005

GOVERNOR
JANICE K. BREWER
COMMISSIONERS
CHAIRMAN, ROBERT E. MANSELL, WINSLOW
KURT R. DAVIS, PHOENIX
EDWARD "PAT" MADDEN, FLAGSTAFF
JAMES R. AMMONS, YUMA
J.W. HARRIS, TUCSON
DIRECTOR
LARRY D. VOYLES
DEPUTY DIRECTOR
TY E. GRAY

July 1, 2014

Mr. Ken Vandiver
Director of Operations
Blackstone Security Services, Inc.
2400 W. Dunlap Avenue, Suite 225
Phoenix, AZ 85021

Dear Ken,

On behalf of the Arizona Game and Fish Department, I wanted to thank Blackstone Security and your staff for partnering with us on the recent Virgin River Project. As you are aware this was a very complex project with varying security needs, and was one of the largest projects carried out by our Department in recent years.

Your staff worked long overnight hours, aligned themselves with the mission of the project, and performed assigned duties in a professional manner. I especially appreciated your command structure of having an officer in charge present for the entire project. His presence allowed me to focus my energy on the project while he handled employee assignments, performed routine supervision, and ensured accurate time reporting.

The addition of your staff to the project helped position the Department and our partners for success. We thank you, and look forward to future opportunities to work with Blackstone Security.

Sincerely,

Luke Thompson
Field Supervisor – Arizona Strip
AZ Game and Fish Department
Region II – Flagstaff
3500 S. Lake Mary Road
Flagstaff, AZ 86001
928-856-0724

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Attachments

Employee Benefits

University of Phoenix Partnership

To further enhance our employee development and continue improving our services, Blackstone forged an academic partnership with University of Phoenix that gives our managers and security officers a significant tuition discount when they enroll in any degree program, certificate program or individual course. This includes security and management courses in the University's College of Criminal Justice and Security. The partnership is part of the University's Workforce Solutions Education Partner Grant Program.

Blackstone is the only Southwest-based security company that has this agreement with the University of Phoenix.

The benefits of such an agreement to ELP and other Blackstone clients cover the complete gamut of their security needs. ELP has access to a staff that is constantly improving because they are taking advantage of bachelor degree classes and certification programs taught by credentialed faculty members, some of whom are chiefs of police, sheriffs, judges, wardens and security executives.

A few of the topics that will be covered in the Organizational Security and Management Security course include:

- Management in Organizations
- Overview of Business and Security Issues
- Security Role for Managers
- Security relationships, and
- Security Specializations and Programs

Additional benefits are now available to Blackstone employees include:

- A Credit Recommendation Guide specifically for Blackstone employees to help students transition completed Blackstone Security training and development courses into elective

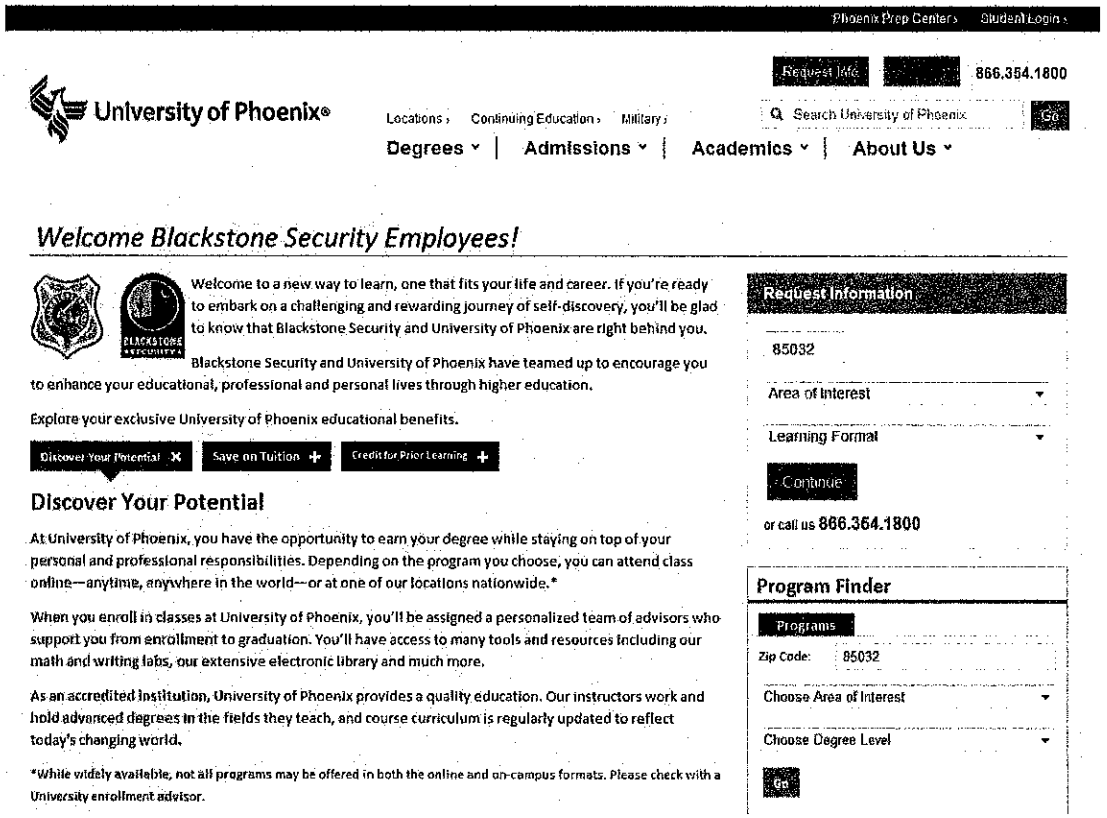
CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

credit through the PLA process – and all fees associated with the process are waived, a significant savings.

- Access to innovative education technologies including electronic textbooks and course materials, a comprehensive online library, and intuitive writing and math tools.
- A personalized Graduation Team comprising dedicated advisers to support our employees from enrollment to graduation.

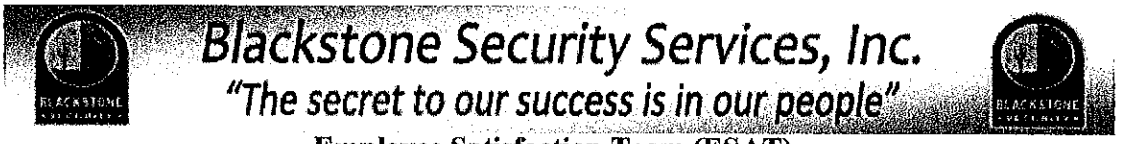
The partnership with University of Phoenix is a key asset as Blackstone keeps pace with personnel demands and technological changes in the security industry.

More information is available at: www.phoenix.edu/blackstone.



www.phoenix.edu/blackstone landing page for Blackstone employees

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.



Employee Satisfaction Team (ESAT):

The Employee Satisfaction Team (ESAT) is an employee managed panel of administrative personnel, managers, supervisors, and guards representing all Branches of Blackstone Security. These panel members meet and discuss various programs and ideas to enhance the quality of life, offer more and improved benefits and advantages to all employees, plan and schedule special events and award ceremonies, design and develop new and innovative employee recognition programs, and research and negotiate terms for various discounts and promotions from various vendors. The goal of the Employee Satisfaction Team is to constantly improve the resources and support of our personnel so that we can fully show "The secret to our success is in our people".

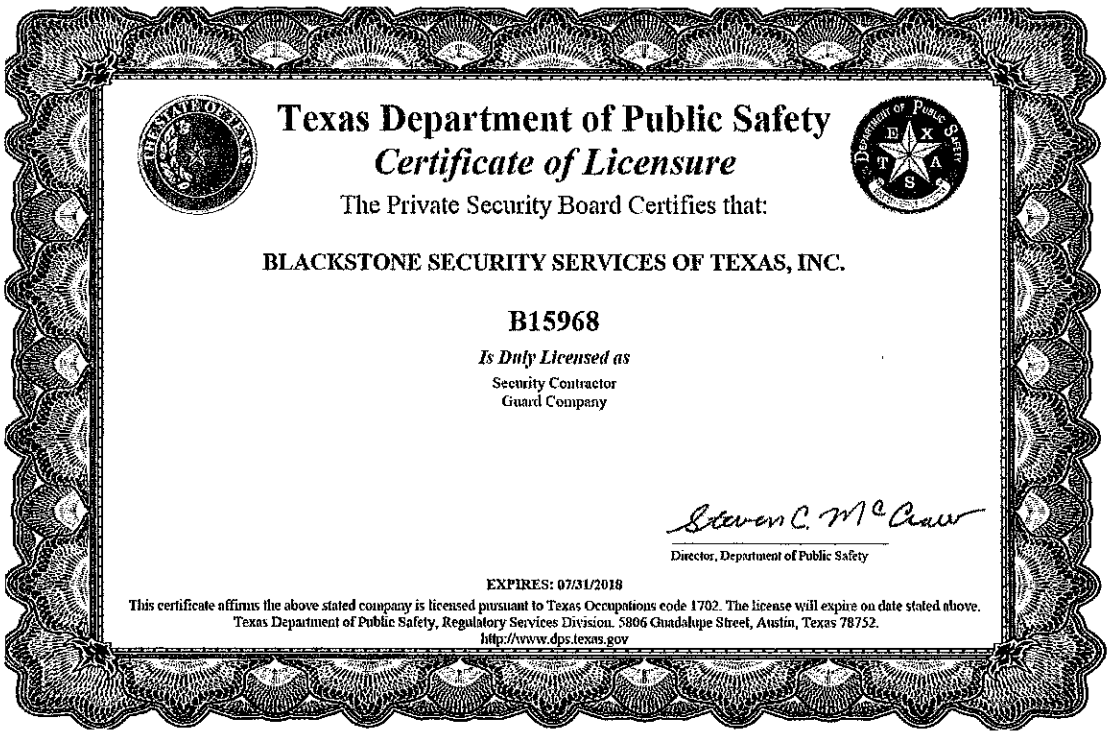
Additional benefits Blackstone provides to its employees include:

- Paid vacation (after tenure)
- Partially paid medical benefits with 63.6% to 76.9% paid by Blackstone depending on the coverage selection of the employee
- Two Prescription Medication discount programs
- Verizon Wireless discount for all employees
- Officer of the Quarter/Year and other performance-based incentives
- Company sponsored scholarship program
- New employee referral bonus program
- Employee Network program offering discounts to various events, travel, rentals, etc.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone Security Services, Inc.

"The secret to our success is in our people"



Texas Department of Public Safety

Certificate of Licensure

The Private Security Board Certifies that:

BLACKSTONE SECURITY SERVICES OF TEXAS, INC.

B15968

Is Duly Licensed as

Security Contractor
Guard Company

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 07/31/2018

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

Texas Department of Public Safety

Certificate of Licensure

The Private Security Board Certifies that:

BLACKSTONE SECURITY SERVICES OF TEXAS, INC.

B15968B

Is Duly Licensed as

Security Contractor
Guard Company

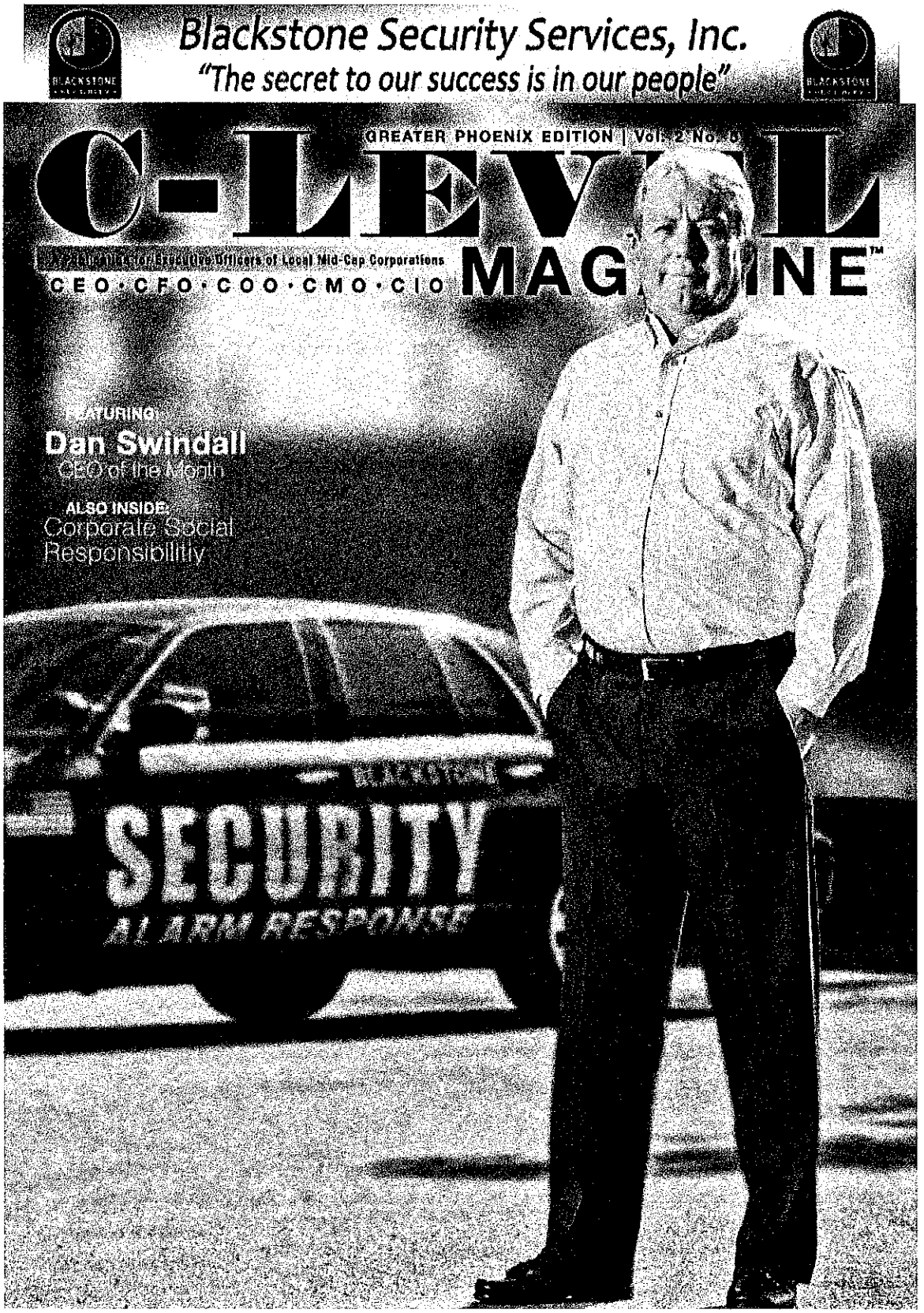
Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 07/31/2018

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.



CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone Security Services, Inc.

"The secret to our success is in our people"

Corporate Security

Weighing Risk In A Balanced Budget

By Dan Swindall

Dan Swindall is the founder of Blackstone Security Services, Inc., an award-winning security company that is celebrating its 20th year of delivering quality guard services to the public and corporate sectors in 2012. Blackstone won the Arizona RHFs contract division Small Business of the Year award in 2010. Blackstone was also named a semifinalist for the prestigious Spirit of Enterprise award given by the Spirit of Enterprise Center at the W.P. Carey School of Business at ASU. Dan is a member of the Arizona Private Security Professionals' Association. Contact him at (602) 266-4700, email dan@blackstonesecurity.com or visit www.blackstonesecurity.com.

Listening is one of the most underutilized communication skills we have. And we are all guilty of selective listening when it serves us.

In private security, it is important for our clients to listen to our recommendations for protecting their people and their property.

The paradox in the security industry is, the better you are at your job, the greater the perception that your services are needed less. It's difficult to quantify the value of a good security program because when all is calm that gives us a false sense of, well, security.

Private security companies have multiple clients, and are not as susceptible to that paradox as our in-house brethren – especially at budget time when they are pitted against revenue-generating colleagues in other departments.

Security is unlike other departments, as corporate heads must listen to their security chiefs differently. Security does not generate revenue, but it is essential to those parts of your operation that do.

Like many of my peers, I have become a disciple of doom-and-gloom economic social media. Recently, I have noticed a disturbing upward trend in the frustration level of in-house security managers whose operations are hemorrhaging from budget cuts.

And all this is occurring amid forecasts from reputable sources such as The Freedonia Group, ASIS International and the Institute of Finance and Management that the need for security, already a multibillion dollar industry, is increasing.

This apparent contradiction between theory and practice begs the question: How do in-house security chiefs communicate to corporate management that security has a legitimate ROI? Their challenge is to justify their existence in a tough economy of budgetary bloodletting.

William Sleeper, CPP lamented this dilemma in a LinkedIn post concerning the victimization of hospital security by industry budget cuts. "In the competition for limited resources, security services are often at the rear of the line," he wrote. "However in the face of economic hard times, one could argue that the demand for services would be on the rise. These factors do not bode well for hospital security budgets. At the same time, we are seeing the steady rise in the filing of lawsuits against hospital organizations for alleged inadequate security."

It is much the same on the cyberside. At a Black Hat security conference this past summer in Las Vegas, chief information security officers were asked to assess their evolving role, which more than ever is including the protection of physical assets. Due to limited resources, more companies are consolidating the physical security and cybersecurity of their business under a chief risk officer.

"Security is a defensive strategy that will always have a component of making trade-offs of budget, time, energy" said Jody Brazil, Founder & CEO for FireMon, a security management company. "Those trade-offs are risk trade-offs. Is it worth spending this money to protect this asset or am I willing to take a certain amount of risk?"

A survey of several prominent local corporate security chiefs resulted in a strategy as elementary as anything Webster ever offered Dickens – Do your homework. That is to say, support your budget request with documented evidence of prevention. "Research data on a ledger because security is not a profit center, it is a cost center" offers the director of security for a local banking company. "It's difficult to quantify."

That security chief, who subcontracts with private security companies, approaches each budget cycle with evidence of what he has saved the company. Whether it is reducing graffiti, preventing crimes in the parking lot, AOA activities or lawsuits, he chronicles each "energy" he deters and offers them up when the time to demonstrate his department's value to the collective.

"I've talked with many of my counterparts and if they are having problems they are not doing their homework and keeping records," he continued. "If you don't track the results, how are you going to justify yourself? It's not what you generate, it's what you save."

This security veteran says his primary goal is keeping people safe. "I have yet to run into a CFO who says I want to make our people a little less safe to save money."

> "Is it worth spending this money to protect this asset or am I willing to take a certain amount of risk?"

The head of security at a local Fortune 500 company agrees that documentation is important because memories fade from one budget cycle to the next. He suggests a more creative approach to overcome an annual review process he calls "antiquated." He says that funds should be allocated toward the security budget without categorizing them. "Our approach should be one of fluid funding and capital expenditures rather than dedicated funding," he said. "When something happens during the year I can add equipment and personnel where they're needed."

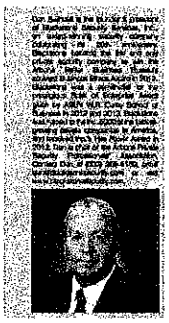
My point is this: You can't seem to preserve your best people and your most valuable assets in order to move your company forward. Do you really want to eliminate the very operation that allows them to do that effectively in a safe environment? Think about it.

See you next time.

Corporate Security

Good Security Begins with Good Threat Assessments

By Dan Swindall



A complete security plan is like an octopus – it has many arms but they all work together in a coordinated effort. As you review the available body of knowledge on security, you will find it all reaches the same conclusions. The wording is just different – people, process and technology versus technology, people and process. The former refers to business in general and the latter specifically to conducting security assessments.

We're all heading for the same destination; we're just taking different routes to get there. You may hear bits and pieces of the same message repeated; that just means someone else has arrived. This doesn't mean there are no original thoughts. It just means that enlightenment happens every day – supporting the axiom, "Knowledge is constant, ignorance rolls over."

This is why we have educational institutions and why security courses can be found in the halls of higher learning. Some security companies are even operating their own training academies.

All the elements are connected and they all begin with vulnerability or threat assessments. Vulnerability assessments on the Internet are tied almost exclusively to IT security. And that is valid given the almost daily strides in technology developments and the hackers that exploit that technology. Michaels, the nation's largest arts & craft chain, Target and Neiman Marcus are just a few high-profile companies victimized by IT security breaches. Even our Maricopa County Community Colleges are dealing with a huge data breach and a subsequent class action lawsuit.

However, let's not forget the importance of physical vulnerability assessments. We've examined employee safety in the past, but it is time for us to consider how meticulously we assess ourselves; where the assessment begins; and, who provides the service. There are a number of excellent security firms out there with trained and certified experts that can give your place of business a security checkup to treat the best physical exam. ASIS International, a global association of security professionals, has a certification program that your own security chief should attend. Remember when we talked about the benefits of belonging to professional associations? These security experts should be a part of your threat assessment team. You do have a threat assessment team, right?

The thoroughness of your threat assessment will dictate the thoroughness of your security efforts and the safety of your employees.

I heard two gentlemen speak recently on separate occasions and both made the same point, they just used different words. The first is Kevin Quinn, the president of the National Association of School Resource Officers, who provides school security. The second was David J. Gibbs, an expert at master planning who has been in security for 40 years. Quinn spoke at an Arizona Private Security Professionals' Association luncheon and Gibbs spoke at a luncheon of the Phoenix Chapter of ASIS. Both spoke of the importance of involving security in the design and planning stages of new construction or expansion. This is because you need an efficient exit strategy to get the building's occupants to safety as quickly as possible, especially during an active shooter incident, fire or a natural disaster.

Gibbs even suggests that security be involved with the architects during the planning stages, as they can advise on whether a building's design is conducive to occupant safety. Remember the movie, "Sweeting Inferno," which brings us to the concept of crime prevention through environmental design (CPTED). This is the process of passive crime prevention by using a building's design to discourage unlawful behavior. It can be as simple as removing shrubbery around doors and windows, providing adequate lighting and requiring numerous checkpoints to gain entry. It can also involve the strategic placement of barriers to prevent vehicles from getting too close to a facility. CPTED dates back to the 1970s and can be applied to whole communities as well as individual buildings.

In a recent issue of College Planning & Management Magazine, Randy Atlas, an architect who is certified in personal protection through ASIS, said the first of three steps that should be taken when initiating CPTED strategies during the master planning phase is to bring security to the table to work with architects and designers. The second step also involves security working with architects to determine who will use the space, which he is quoted as saying "trumps everything else" when considering occupant safety.

No facility can be rendered absolutely crime-proof, but the vulnerability of the building and its occupants to crime can be mitigated by some hard introspection and foresight. You can control that octopus and you won't need Jacques Cousteau. There are plenty of other resources to help you.

We'll see you next time.

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone Security Services, Inc.

"The secret to our success is in our people"

Inc.

STARTUP GROW LEAD INNOVATE PEOPLE MONEY VIDEO THE PLAYBOOK

FULL LIST TOP LISTS BY CATEGORY HONOREE RESOURCES ABOUT

COMPANY PROFILE

SEARCH COMPANIES Search for a Company by Name

Blackstone Security Services

Provides security personnel services to clients in the Southwest with a promise of dependability, integrity, and service.

Inc. HirePower Awards 2013

Inc. 5000 #3554 2013

3 SHARES SHARE THIS PROFILE

2013 STATISTICS

RANK	3554	EMPLOYEES	360
3-YEAR GROWTH	869%	JOBS ADDED	103
2012 REVENUE	$6.8 MILLION	FOUNDED	1993
2009 REVENUE	$3.6 MILLION	LOCATION	PHOENIX, AZ
WEB SITE	BLACKSTONESECURITY.COM	INDUSTRY	SECURITY

2013 HONORS

Inc. 5000

#54 Top 100 Security Companies

#71 Top 100 Arizona Companies

#64 Phoenix Metro Area

Inc. HirePower Awards

#5 Top 10 Security Companies

#5 Top 10 Arizona Companies

MUST-READ STORIES FROM THE INC. 5000

- The Full List
- The Fastest-Growing Company in America, Fuhu, Makes a Kids Tablet
- One Thing Inc. 5000 Companies Have in Common: Performance
- The Psychological Price of Starting an Inc. 5000 Company
- The Ten Largest Inc. 5000 Companies
- Productivity Secrets of Top Women CEOs
- IPO Advice from Inc. 5000 CEOs
- Facts & Figures of the Inc. 5000
- Methodology

FIND OUT MORE ABOUT THE INC. 5000

- CEOs Tell Their Company Stories
- Inside the Inc. 5000: More Facts, Figures, and Hard-Won Wisdom
- Partners, Products, and Passions in Photos
- Top Tips from Inc. 5000 CEOs

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

Blackstone Security Services, Inc.

"The secret to our success is in our people"

Share

Blackstone Security Recognized as a "Hire Power"

Blackstone Security Services October 24, 2013

+1 0 Share 2

Dan Swindell

Blackstone Security Services, Inc. continued its run of state and national recognitions today when it was named a recipient of the Inc. Hire Power Award for 2013. The award, in its second year, is bestowed by *Inc. Magazine* and Bank of America Merrill Lynch upon American companies that have greatly increased their workforce. It celebrates private companies they say are on the forefront of American job creation. The award places Blackstone among the top 15 job creators in the state. Blackstone is the only security company to make the Arizona list. The award covers the period from Jan. 1, 2012 to June 30, 2013.

"For the second year in a row we are pleased to recognize the employers who are putting Americans back to work," said Eric Schurenberg, editor-in-chief of Inc. "The Hire Power Awards are the only awards that single out job creators. We think it's fitting to pay tribute to company founders not just for their business prowess but also for their immense contribution to the welfare of U.S. workers and the vitality of the U.S. economy."

This past August Blackstone was named to *Inc.* magazine's Inc. 5000 of the nation's fastest-growing private companies. News of the Hire Power Award was delivered to Blackstone Founder and CEO Dan Swindell while he and his staff were busy preparing to move their corporate headquarters to larger facilities because of that growth. "The past couple years have been amazing and just a bit exhausting," Swindell said. "I am so grateful to *Inc.* Magazine for joining me in recognizing the efforts of an incredible administrative staff and boots-on-the-ground security officers who make all of this possible."

Blackstone is celebrating its 20th anniversary this year. As a preamble to this milestone, Blackstone won the coveted 2012 Business Ethics Award given by the Arizona Better Business Bureau, the only security company to ever win that distinction. And the past two years have seen the security stalwart reach semifinalist status in the prestigious Spirit of Enterprise Award given by the Spirit of Enterprise Center in the W.P. Carey School of Business at Arizona State University, the only security company ever to accomplish that also.

Swindell said the best part of the recognitions is that they came from organizations outside the security industry that recognize and reward excellence in business ethics and entrepreneurial skill. "It's nice to be recognized by one's peers, but to be recognized along with businesses from other industries holds a special significance for all of us at Blackstone," he said.

Inc. magazine said in an earlier news release that the 2013 Inc. 5000 was more difficult to get into than ever before because its members defied a stagnant economic environment with an impressive median growth rate of 142 percent. Companies on this year's list report creating more than 520,000 jobs in the past three years, with aggregate revenues of $241 billion. Blackstone's growth rate over the past three years is 86 percent.

Inc. reports that according to the Bureau of Labor Statistics, only 222,000 jobs were added in 2012 while the Hire Power Award honorees created 69,182 jobs between January 2012 and June 2013.

Blackstone's new corporate headquarters will be at 2400 W. Dunlap Ave., Suite 225 in Phoenix as of Nov. 1. It has permanent district offices in Tucson, Albuquerque, N.M. and El Paso, Tex., and a satellite office in Yuma. True to its pedigree, Blackstone will open a permanent office in Houston, Texas within the next 30 days. To Learn more visit www.blackstonesecurity.com or call 602.266.6160

KTAR NEWS/TALK 92.3 GET LOCAL NEWS Powered by inBusiness

JUST IN

Evergreen Pacific Partners Takes Majority Stake in Vantage Mobility International
Posted on Feb 4th, 2014

West USA Realty, Inc. Welcomes Stone Path Real Estate to its IBA Program
Posted on Feb 3rd, 2014

SolarCity and Taylor Morrison to Offer Solar Power to Hundreds of Homes in Phoenix
Posted on Jan 30th, 2014

Larry H. Miller Dealerships Announces Grand Opening Schedule for Hyundai, Toyota and Dodge Ram Dealerships Following $30 Million Reconstruction
Posted on Jan 29th, 2014

Football Fans and New York Commuters Urged to 'Escape to Scottsdale'
Posted on Jan 29th, 2014

Read more breaking news

IN BUSINESS DEPARTMENTS

Each month, the editors of *In Business Magazine* provide you with in-depth stories covering various aspects of business.

Achievements	Guest Editor
Assets	How-to
Auto	Legal
Books	Nonprofit
Briefs	Positions
By the Numbers	Power Lunch
Cover Story	Roundtable
Feature	Sector
Feedback	Trickle Up

PAST ISSUES

CONFIDENTIAL – This information contains commercial and/or financial background data and trade secrets and is considered privileged and proprietary by Blackstone Security Services, Inc. All pages are exempt from inspection or public disclosure.

157

FedEx Ship Manager - Print Your Label(s)

6/11/2018

ORIGIN ID:TNCA (602) 265-6160
DAN SWINDALL
BLACKSTONE SECURITY SERVICES, INC.
2400 W. DUNLAP AVE.
SUITE 225
PHOENIX, AZ 85021
UNITED STATES US

SHIP DATE: 11JUN18
ACTWGT: 1.00 LB
CAD: 100877758/INET3980

BILL SENDER

TO YEA-MEI SAUER
JEFFERSON COUNTY PURCHASING DEPT.
1149 PEARL STREET, 1ST FLOOR

BEAUMONT TX 77701
(409) 835-8593 REF:
INV:
PO: DEPT:

552J293DF/DCA5

FedEx Express

J181118012801uw

TUE - 12 JUN 10:30A
PRIORITY OVERNIGHT

TRK# 0201 7724 4730 9091

77701
XH BPTA TX-US IAH

RECEIVED 10:36 AM JUN 12 2018

1/2

Blackstone Security Services of Texas, Inc.
2400 West Dunlap Avenue
Suite 225
Phoenix, AZ 85021

SEALED BID
Term Contract for Security Personnel
Services for Jefferson County Courthouse
IFB 18-009/YS
Due: 11:00 AM CDT, June 12, 2018

RT 747 3
ST 24.2 10:30 A
9091
06.12

https://www.fedex.com/shipping/shipmentConfirmationAction.handle?method=doContinue

306 Main Street, Suite 303 | Houston, Texas 77002

Texas Vendor ID # 18121719498

BID

Term Contract for Security Personnel Services for Jefferson County Courthouse

DUE: 06/12/2018, 11AM

Jefferson County, Texas

SOLICITATION NO: IFB 18-009/YS

JANISSARY
306 Main St, Suite 303 | Houston, TX 77002

TABLE OF CONTENTS

Bidder Information Form	1
Acknowledgements	2
Walk-Through Verification	2
Background & Experience Statement	2
Justification for Non-Subcontracting	3
No Conflict of Interest	3
Vendor References	4
Bid Form	5
Sample Contract	6
Offer and Acceptance Form	25
Signature Page	26
Acceptance of Offer Form	27
Conflict of Interest Questionnaire	28
Local Government Officer Conflicts Disclosure Statement	29
HUB	
Good Faith Effort Determination	30
Notice of Intent to Subcontract	31
HUB Sub Participation Declaration	32
State of Texas Hub Subcontracting Plan	36
Residence Certification/Tax Form	46
Bid Affidavit	47
Attachments	
Insurance Certificate	48
Walk-Through Sign-In Sheet	49
HUB Certificate	50
Security Company License	51
SAM Verification	52

Bidder Information Form

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

Bid Name & Number: IFB 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse

Bidder's Company/Business Name: Janissary, LLC

Bidder's TAX ID Number: 3-20601-1775-4

Contact Person: Nathan Yalcin **Title:** Managing Director

Phone Number (with area code): 713-853-7203

Alternate Phone Number if available (with area code): 346-800-7441

Fax Number (with area code):

Email Address: nyalcin@janissarysi.com

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

306 Main St, Suite 303
Address
Houston, TX 77002
City, State, Zip Code

1. Acknowledgements

Janissary acknowledges that upon award, the following:

1.1 Janissary will be required to complete a Texas Ethics Commission Form 1295.

1.2 Evidence of Workers Compensation Insurance policies for Janissary and assigned employees will be provided in compliance with the IFB and statute.

1.3 A Certificate of Insurance and endorsement naming Jefferson County as an additional insured will be provided in compliance with the IFB. Janissary has attached a certificate of liability insurance meeting the requirements of the IFB and statute.

2. Mandatory Walk-Through Participation

2.1 Janissary did attend the mandatory walk-through on 15 May, with two representatives. Sign in sheet is included as evidence.

3. Background and Experience Statement

Janissary was formed two years ago, by a group of combat experienced Army officers and NCOs. We have performed extensive investigative, point, patrol, and close protection security services throughout the state of Texas and across the country. Our point security experience directly parallels the requirements of IFB 18-009/YS.

Janissary is a service disabled veteran owned small business (SDVOSB), a HUBZone small business, and a Texas certified Historically Underutilized Business (HUB). We are committed to hiring fellow veterans.

In addition to state licensure requirements, Janissary provides in-house training to ensure our officers are better prepared for any eventuality. Our primary in-house trainer spent 18 years as a Marine Military Police NCO with over five years in the security industry. She helps ensure the exceptional standards Janissary demands of our officers. We seek to have all officers qualified in first aid, CPR/AED, ICS 100, 200, 700, and 800, the force continuum recommended by FLETC, non-lethal options, de-escalation techniques based on the British model, customer service & interpersonal skills, and reinforcing the values of the company for integrity and professionalism in a

no-fail industry. . Supervisors are carefully selected and receive additional training in leadership, integrity, and accountability.

Our managers have extensive civilian contract management experience. They have also overseen hundreds of subordinates and billions in resources from the Texas response to Hurricane Ike to combat operations in Iraq and Afghanistan.

Janissary supervises multiple contracts of various sizes, scopes, and durations for government and private clients. We currently employs approximately 55 officers in Texas, performing a range of services from unarmed guards and private investigators to executive protection. We are capable of operating across the qualification spectrum and can employ our reserve to flex rapidly to 100 officers if needed.

4. **Justification for Non-Subcontracting**

Janissary is a HUB (SDVOSB).

Due to the scale and narrow margin of this contract, Janissary has done due diligence and determined it is not commercially viable to subcontract. Janissary intends to self-perform all portions in-house. If during the course of the contract it becomes necessary to purchase uniforms or equipment beyond that already owned, Janissary will seek HUB vendors.

5. **No Conflict of Interest**

Janissary has included the conflict of interest questionnaire and the local government official conflicts disclosure forms as required by the IFB. However, Janissary has no relationship with any local government official or other party related to this bid.

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: VIG Services

Address: 6641 Tasajillo Tr, Austin, TX 78739

Contact Person and Title: Victoria Chaves, Vice President

Phone: 757-676-7644 Fax:

Email Address: victoria.a.chaves@gmail.com Contract Period: 01/02/2017 - 01/01/2018

Scope of Work: Prime contractor. Uniformed, armed security officers for static posts and area patrols for several business properties managed by VIG.

REFERENCE TWO

Government/Company Name: 5102 Washington Bar Group, LLC (dba Atlas)

Address: 5102 Washington Ave, Houston, TX 77007

Contact Person and Title: Preston Conn, Security Coordinator

Phone: 832-207-7459 Fax:

Email Address: prestonconn61@gmail.com Contract Period: 11/08/2016 - 01/08/2018

Scope of Work: Prime contractor. Uniformed armed and unarmed security officers and area patrols for several bars/nightclubs located on the company's premises.

REFERENCE THREE

Government/Company Name: Cooper CPA Group, PC

Address: 1703 W 12th St, Houston, TX 77008

Contact Person and Title: Astrid Alvarez, Business Manager

Phone: 713-243-8590 Fax:

Email Address: aalvarez@coopercpagroup.com Contract Period: 09/12/2017 - Present

Scope of Work: Prime contractor. Uniformed unarmed security officers for static posts and area patrols for business office and special events hosted on premises.

Bidder Shall Return Completed Form with Offer.

Bid Form

Security Officer (5 total requested) Bid Rate $ 16.52 /Hour/Security Officer

Please attach a sample contract behind the Bid Form.

Acknowledgment of Addenda (if any):

Addendum 1 NJ Date Received 4 June 2018

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Sample Contract

Alternate Bid submitted in accordance with

IFB "General Conditions of Bidding and Terms of Contract" §1.8 at 6

Master Service Agreement
between Janissary, LLC and Jefferson County, Texas

1. Parties

The parties to this Security Master Service Agreement (MSA) are:

- **Janissary, LLC,** d.b.a. Janissary Security and Investigations (Janissary or Provider), a Texas limited liability company, having a place of business and initial address for notice at 306 Main St., Ste 303, Houston, Harris County, TX, 77002; and,

- **Jefferson County,** Texas (Jefferson Co, County, or Customer), a Texas county government, having a place of business and initial address for notice at Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Jefferson County, TX 77701

2. Effective Date & Term

In accordance with IFB 18-009/YS:

2.1 The MSA is effective as of the date on which the MSA was signed and delivered (delivered means: by or on behalf of the County), or on such other date as explicitly specified in IFB 18-009/YS.

2.2 Unless otherwise agreed, the Term of the MSA extends to 6am in Jefferson County, Texas on a day precisely one year after the award or commencing work under a Purchase Order duly authorized by the County under this agreement, whichever is later.

2.3 This contract is for a one year base period. Jefferson County and Janissary may mutually agree to renew and extend this agreement through four annual options of one year each. The maximum length of this agreement, if all options are exercised, is five years.

2.4 The price for the base year and all option years is fixed at the bid price. However, a price re-determination may occur in option years in accordance with the terms of the IFB. [4.4 at 9].

3. Master Service Agreement Acknowledgement

3.1 The parties intend to use the MSA as a pre-negotiated set of terms and conditions for one or more statements of work, purchase orders, or other specific agreements incorporating the MSA by reference.

3.2 The MSA in itself does not obligate either party to perform except to the extent indicated in a Purchase Order issued under a Statement of Work, or in another specific agreement incorporating the MSA by reference.

3.3 Any prior master agreement between the parties concerning the subject matter of the MSA is cancelled. On a going-forward basis only, as follows:

(a) The MSA (along with any applicable transaction-specific agreement) will govern any transaction concerning that subject matter whose performance is begun during the term of the MSA.

(b) Unless the Agreement expressly states otherwise, IF: Performance of a transaction has already commenced under a prior master agreement between the parties; THEN: That prior master agreement will remain in effect as to that transaction until its performance is completed.

4. Background

4.1 **Janissary** is a federally registered service disabled veteran owned small business (SDVOSB), a HUBZone-certified Small Business Concern, and State of Texas Historically Underutilized Business (HUB).

4.2 Janissary is a provider of private security and investigative services, licensed by the Texas Department of Public Safety, PSB# C01064401.

4.3 A listing of services Janissary may routinely provide, but is not limited to, can be found in Attachment 3: Capabilities Statement.

4.4 Janissary's firearm sales and training division, Janissary Arms, sells retail goods such as small arms and ammunition, protective body armor, and security equipment, as well as provides training such as active shooter response, basic firearms training, and Texas License to Carry certification. These goods may be provided via Purchase Order (PO).

4.5 **Jefferson County** is a local government subdivision of the State of Texas, with facilities at 1149 Pearl St, 1st Floor, Beaumont, TX 77701.

4.6 The County is seeking security or other services or products of the type Janissary is engaged in providing.

4.7 The County has initially requested security personnel services, consisting of five unarmed guards on a M-F 730a-5p schedule (excluding county holidays and emergency closures) for the courthouse located at 1001 Pearl St, Beaumont, TX 77701 (see SOW#1).

4.8 The County may seek additional goods or services in the future. If so, the County and Janissary have the mutual option to include future transactions under this MSA or to enter into a separate contract.

5. Definitions

5.1 The terms defined in "Attachment 1: Definitions" have the meanings stated there and are incorporated into this MSA.

5.2 Other terms might be defined "in line" in the provisions in which they are used.

5.3 Any SOW, PO, or subsequent agreement incorporating the MSA by reference will adhere to the definitions in "Attachment 1: Definitions," and to terms defined "in line" within the MSA, unless clearly and conspicuously stated otherwise.

6. Services

6.1 Obligation to Perform

The only obligation(s) of Janissary to perform Services under the MSA, and the only obligations of Customer to pay for Services, will be:

(a) As set forth in one or more written statements of work, each signed by Janissary and Customer (each, a Statement of Work or SOW), OR

(b) As set forth in one or more Purchase Order(s), OR

(c) As set forth in any other agreement by which the parties expressly agree to incorporate the MSA by reference.

6.2 Statements of Work

(a) The initial SOW, as well as any subsequent or additional SOWs approved by the parties, will operate in conjunction with this MSA. Customer may submit an additional or subsequent SOW or Change Orders for Janissary's consideration at any time.

(b) **No Obligation to Agree:** For the avoidance of doubt, no party is obligated to enter into or agree to any subsequent or additional Statement of Work under the MSA or otherwise, except to the extent (if any) that the MSA expressly states otherwise.

(c) **Requirement for Written Changes to Statements of Work:** No change to a Statement of Work — including, for example, to its specification of the scope, cost, or schedule of Services — will be binding unless set forth in a writing signed by the party seeking to be bound and accepted by the counterparty; each party specifically agrees not to assert the contrary.

(d) **Terms regarding Statements of Work as Separate Agreements:** Each Statement of Work is to be treated as a separate agreement that incorporates the MSA by reference, whether or not the incorporation is expressly stated in the SOW or elsewhere.

(e) **Conflict between SOW and the MSA:** In the event of a conflict or other inconsistency between a Statement of Work and the MSA, the Statement of Work will take precedence, but only if it says so, specifically naming the MSA, explicitly and conspicuously in the top half of its first page.

6.3 Purchase Orders

(a) A Purchase Order (PO) is a request for work under a Statement of Work or a request for the purchase of Products under a fixed quote.

(b) A PO for Products or Services not connected to or within the scope of an accepted SOW or to a Fixed Quote is an invitation for offer which will be responded to by a Fixed Quote, a proposed SOW, or a proposed Change Order to an existing SOW.

(c) No work shall be performed or products delivered without a duly authorized PO.

6.4 **Pricing**

(a) Statement(s) of Work:

(i) Pricing on the initial statement of work is fixed in SOW#1 and is responsive to IFB 18-009/YS.

(ii) Pricing of Services in a future SOW will generally adhere to the Price List with modification as necessary for the unique circumstance of the request.

(iii) A subsequent SOW is an offer. Janissary is not required to accept any subsequent SOW, and no SOW is effective until accepted. SOW#1 is accepted in conjunction with this MSA.

(iv) A Change Order within the scope of the SOW will adhere to the pricing in the SOW.

(b) Price List

(i) Janissary may optionally provide to Customer a Price List covering a number of core services.

(ii) The Price List is specific to Customer and is the confidential information of Janissary shared with Customer for a specific and limited purpose.

(iii) The Price List is a non-binding guide meant to assist Customer, when considering a prospective future SOW or order, in selecting Service or Product types and quantities appropriate to needs.

(iv) A firm fixed quote may be obtained on request at any time, and will generally be in line with the Price List though modified as necessary to for the unique request.

(v) Janissary may, at its sole discretion, update the Price List quarterly or when unique circumstances (such as a natural disaster) require. Updated Price Lists are effective upon sending by Janissary.

6.5 **Permit and License Responsibilities:**

(i) Janissary expressly warrants that it currently possess and will maintain at its own expense all necessary licenses from the Texas Department of Public Safety or other

entities to provide security and investigation or related services within the state of Texas.

(ii) Janissary represents that all employees or subcontractors (if any) will be appropriately licensed to provide security or investigation services or the services rendered in the state where the service is performed and at the time the service is performed.

(iii) Janissary expressly warrants that it currently possess and will maintain liability insurance in an amount and scope required by statute or the Texas Department of Safety as a condition of licensure for private security companies, and as required by the IFB.

(iv) Janissary will defend and indemnify the County against any third-party claim arising from the Janissary's failure timely to carry out the obligation to attain required permits, licenses, or insurance.

6.6 **Service Performance Obligation**

(a) Workmanlike Performance

Janissary will cause all Services to be performed:

(i) in a workmanlike manner — this refers to a manner that generally would be considered proficient by those who successfully engage in the relevant trade or profession, without necessarily rising to the level of being exceptional, outstanding, or original; and

(ii) in accordance with any additional requirements of performance, timeliness, or both, stated in the Statement of Work.

6.7 **All Necessary Tasks and Materials**

Without limiting section 6.5: Except to the extent (if any) provided otherwise in the MSA and/or in the SOW, Janissary will cause the following to be done at no additional expense to Customer:

(a) the performance of all individual tasks necessary for the proper rendering of the Services set forth in the Statement of Work, even if one or more such individual tasks is not expressly set forth there; and

(b) the provision of all materials, equipment, supplies, and other items needed for Janissary's performance of the Services — this obligation includes any necessary acquisition, installation, and maintenance of all such items.

6.8 **Janissary Control of Means and Manner**

As between Janissary and Customer, Janissary will have the exclusive right and the exclusive obligation to control:

(a) the means & manner, and

(b) except as specified otherwise in the Statement of Work, the time and place,

of the performance of the Services.

6.9 **Limitation on Janissary Use of Customer Confidential Information**

Under the MSA, Janissary:

(a) will, to the extent allowed by law, hold in confidence any of Customer's confidential information which Janissary becomes aware of; and

(b) will not obtain any ownership of Customer's confidential information or other intellectual property as a result of performing the Services; and

(c) may not utilize Customer's confidential information or intellectual property, EXCEPT that Janissary may do so solely to the extent necessary for performance of the Services rendered to or on behalf of Customer.

6.10 **Notification of Bodily Harm or Significant Property Damage**

(a) IF: Any injury to person or significant property damage occurs in connection with the Services; THEN: Janissary will promptly:

(i) notify Customer;

(ii) respond orally to any reasonable inquiry by Customer and/or Customer's agents concerning the event(s) in question; and

(iii) if so requested by Customer, provide Customer or its designee with a non-privileged report of the event(s).

6.11 **Provider Cooperation with Other Customer Contractors**

(a) If so requested by Customer, Janissary will provide reasonable cooperation with other contractors of Customer in their provision of goods or services for Customer.

(b) The obligation of subdivision (a) is not to be interpreted as requiring Janissary to do any of the following:

(i) share its confidential information with other contractors;

(ii) perform services not within the scope of the Statement of Work;

(iii) take or omit any action where (1) doing so is not required by the Statement of Work, and (2) a non-trivial risk exists that doing so would increase Janissary's cost of complying with the Statement of Work.

(iv) take or omit any action where there is a non-trivial risk to (1) the security of the persons or facilities protected under the SOW, or (2) of bodily harm or significant property damage.

6.12 **Restrictions on Suspension of Work**

(a) In no event may Janissary suspend or terminate performance of the Services except as expressly provided in the MSA or in the relevant Statement of Work.

(b) Customer acknowledges that failure to make timely payment for services will result in a Suspension of further work by Janissary, and continue until full payment is made.

6.13 **Presumption of Proper Performance**

(a) A rebuttable presumption exists between the Parties that all services performed by Janissary are proper, in compliance with the SOW, and are lawful.

(b) If Customer, or a third-party claiming through Customer, alleges otherwise, the burden is on Customer (or third-party) to substantiate their claim with clear and convincing evidence.

7. Indemnities

Only as stated in IFB 18-009/YS, or this agreement.

8. Severability

IF any part of this MSA, or a SOW, PO, or other agreement incorporating the MSA by reference is held to be unenforceable by an arbitrator in arbitration commenced in connection with this agreement, or by a court of law or equity with competent jurisdiction, THEN the agreement will be construed as if the unenforceable provision did not exist and the non-enforceability of such provision will not be held to render any other provision(s) of the agreement unenforceable.

9. Survivability

Termination or expiration of this MSA, or a SOW, PO, or other agreement incorporating the MSA by reference for any reason will not release either Party from any liabilities or obligations in this agreement that the Parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

10. Force Majeure

Except with respect to the obligation of payments under this agreement,

IF either of the Parties, after a good faith effort, is prevented from complying fully with any express or implied condition of this agreement by reason of war, terrorism, rebellion, riots, strikes, acts of God, any valid order, rule or regulation of governmental authority, or similar events that are beyond the control of the affected Party (collectively, Force Majeure),

THEN, while so prevented, the affected Party's obligation to perform the affected service or affected delivery of goods will be suspended, and the affected Party will not be liable for damages for failure to comply with the agreement.

In the event of a Party claiming Force Majeure, the claiming Party will promptly notify the counter-Party in writing to the designated email address and to the address for notice. This notice must expressly state the condition preventing or reducing performance or delivery, the extent specifically to which performance or delivery is prevented or reduced, and where possible should state the extent and duration or expected duration of the prevention or reduction.

In the event of a Force Majeure condition, Customer authorizes Janissary in its good faith effort to take all commercially reasonable actions which do not, in the opinion of Janissary, unduly compromise the safety and security of people or property. Customer acknowledges this may incur additional, but commercially reasonable, expense. Janissary will make all reasonable efforts to communicate with Customer in such a situation, and to seek authorization for necessary actions.

11. Endorsements

Nathan Yalcin **Signed** _____

NATHAN YALCIN **Printed** _____

06/09/2018 **Date** _____

Nathan Yalcin
Managing Director
Janissary, LLC
NYalcin@janissarysi.com

Name:
Authority:
Entity:
Email:

Attachments:

1) **Definitions**
2) **Capabilities Statement**
3) **Janissary W9**
4) **IFB 18-009/YS**
5) **Janissary's Bid Response to IFB 18-009/YS**
6) **SOW#1**

Attachment 1: Definitions

1. Time and Date

1.1. Unless clearly stated otherwise:

(a) Any reference to the time of day indicates the exact time. *Hypothetical example:* The term "5 p.m." refers to exactly 5:00:00.00 p.m.

(b) References to midnight on a stated day are to 12:00:00.00 midnight at the end of that day.

(c) All times and dates are presumed to be local time and date in Houston, Texas, USA. If a date is specified without a time, the intended meaning is midnight at the end of the stated date.

2. **Timely:** An action is timely (whether or not the word is capitalized) if the action is taken at or within the time agreed or, if no time is agreed, at or within a reasonable time.

3. **US Currency:** All monetary amounts are to be in US Dollars (USD).

4. **"Will" means "Must":** Unless the context clearly and unmistakably requires otherwise, terms such as "Party A will take Action X" mean that Party A is *required* to take Action X"; likewise, "Party B will not take Action Z" means that Party B is prohibited from taking Action Z.

5. **Attachment(s):** An Attachment is a document included with for informational purposes, but is incorporated as part of the contract.

Attachment 2: Capabilities Statement (2018Q1)

JANISSARY

"Worldwide Protective Security – First Class Private Investigations"

DUNS #: 080289552

CAGE Code: 7N8Z9

NAICS Codes:

561612 – Security Guard & Patrol Services

561611 – Investigation Services

NIGP Codes:

990-46 – Guard & Security Services
918-93 – Security Consulting Services
953-53 – Investigation Services
981-46 – Guard Dog Rental / Lease

Federal Set-Aside Category:

SDVOSB – Service Disabled Veteran Owned Small Business

State Categories:

TX HUB – State of Texas Historically Underutilized Business

Minority Owned Small Business

PSB #: C01064401

Our office is located at:
306 Main St, Suite 303
Houston, Texas 77002

1.346.800.7441

www.janissarysi.com

Our Business

Janissary Security & Investigations is a Service-Disabled Veteran-Owned Small Business (SDVOSB) headquartered in Houston, Texas, and is dedicated to providing the best quality services to our clients by utilizing only the most highly trained, skilled, qualified, and proven officers and investigators.

Capabilities

Protective Security	**Guard Services**
Personal Protection	Uniformed Guards
Covert Bodyguards	Armed or Unarmed
Uniformed Escorts	Site / Event Security
Counter-Intelligence	Guard Dogs
Private Investigations	**Transportation**
Evidence Gathering	Armed Courier Service
Witness Interviews	High-Value Transport
Undercover Agents	Detainee Transport
Fugitive Recovery	Evasive Driving

Contact Information

Mailing Address:
Janissary Security & Investigations
1300 West 19th Street #7099
Houston, Texas 77008

Email: info@janissarysi.com

Service Disabled Veteran Owned Small Business
SDVOSB
CVE

Attachment 3: IRS Form W-9

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.
Janissary, LLC

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) ▶ S

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.
1300 W 19th St #7099

Requester's name and address (optional)

6 City, state, and ZIP code
Houston, TX 77008

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
8	1	–	2	1	7	1	9	4	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); 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** ▶ Nathan Yalcin | **Date** ▶ 01/01/2018

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.*

Attachment 4: IFB 18-009/YS

[RESERVED]

Attachment 5: Janissary Bid in Response to IFB 18-009/YS

[Reserved]

Attachment 6: SOW#1

STATEMENT OF WORK #1
under the Security Master Services Agreement
between Janissary, LLC and Jefferson County, Texas

1. INCORPORATIONS:

1.1 Unless expressly stated otherwise, this SOW incorporates by reference:

(a) all contract terms and conditions stated in IFB 18-009/YS (Term Contract for Security Personnel Services for Jefferson County Courthouse), including Addendum 1 (Q&A Answers) [Attachment 4]; and,

(b) the contents of the June 2018 bid by Janissary, LLC in response to the same IFB 18-009/YS [Attachment 5].

1.2 If there is a conflict between the above incorporations and the MSA, the above incorporations shall take precedence.

2. SCOPE OF WORK: [IFB at 20-21]

2.1 The property requiring security personnel services is the Jefferson County Courthouse, 1001 Pearl Street, Beaumont, Jefferson County, Texas 77701.

2.2 Hours of service requested: 7:30 a.m. to 5:00 p.m, Monday through Friday with the exception of County holidays as listed on page 3. Each security officer will be allotted 30 minutes (unpaid) for a lunch break and on rare occasions they may be required to work unscheduled overtime (as little as 15 to 30 minutes up to three hours). **During Emergency Closures of the Jefferson County Courthouse, County Bailiffs will be used for security.**

2.3 Janissary shall provide five (5) unarmed security officers (Texas Occupations Code 1702) for the courthouse for the above designated hours. The security officers shall be licensed by the State of Texas as a security officer. The security officers shall be assigned to pre-designated security posts and shall make their best effort to ensure unauthorized persons do not enter the Jefferson County Courthouse. If any conflict arises, said security officers will notify as soon as possible, the Courthouse Security Supervisor. In addition to keeping unauthorized persons out of the Courthouse, the security officers will:

(a) Courteously and professionally direct persons entering the Courthouse to different departments in the Courthouse.

(b) Identify personnel who display the proper identification badge as issued by Jefferson County and admit them without screening.

(c) Courteously and professionally direct persons regarding moving through the screening site, including placing hand-carried items and packages into trays and onto the x-ray conveyor.

(d) Monitor the flow of traffic through the site to ensure effective coverage with the least inconvenience to the public as possible.

(e) Adequately utilize an x-ray device and upright magnetomer.

(f) In the event the alarm sounds on the upright magnetomer, the security officer will either have the subject remove any remaining items from their pockets and walk through the magnetomer again or use the hand held magnetomer to conduct screening to determine the cause of the alarm.

(g) Notify the Courthouse Security Captain or Supervisor when contraband, weapons, or suspected explosive device is discovered.

(h) Each security officer shall be fully and neatly uniformed in attire that identifies them as security, the name of their company, as well as an identifying name badge. Security officers will be clean shaven, no visible body piercings (with the exception of earrings), and only natural hair colors.

2.4 **County Holidays – 2018:**

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

3. PERSONNEL: [IFB at 20-21]

Security Officer Qualifications:

3.1 The contractor shall not allow any employee who has been convicted of a felony crime of any degree to perform security services at the Jefferson County Courthouse.

3.2 The contractor will also screen all security officers for drug/alcohol abuse. The contractor shall provide documentation that shows each of the employees are drug free. Any employee under the influence of alcohol or illegal substances shall be dismissed and no payment will be made to the contractor for the employee's services.

3.3 All security officers scheduled to work at the Jefferson County Courthouse, prior to working at the Courthouse will attend a course on courthouse security procedures provided by the Jefferson County Sheriff's Office Training Division.

3.4 All security officers shall be registered through the Texas Private Security Board. Proof of registration shall be provided to the County for each registered employee.

4. COUNTY TRAINING:

4.1 The County will provide Janissary and designated employees with initial training on site specific equipment and standards to the satisfaction of County and/or Courthouse Security Supervisor/Captain.

4.2 County shall notify Janissary, in writing, of the training date(s), time(s) and location(s), and Janissary shall ensure that the appropriate personnel are in attendance.

4.3 County will provide subsequent training sessions as needed for new employees prior to standing watch, or as determined by Courthouse Security Supervisor/Captain.

4.4 County will provide recurring training as determined necessary by Courthouse Security Supervisor/Captain, or by mutual agreement with Janissary.

5. START OF WORK SHIFT:

At the start of each work shift the security officer(s) shall document the time of arrival, discuss any significant security matters with the security supervisor, ensure proper operation of security equipment, and put entry points into operation at scheduled times or as directed by the Courthouse Security Supervisor/Captain.

6. INTERDAY DETAILS:

6.1 730a-5p is 9.5 hours. Guards are authorized an 8 hour shift in the absence of directed overtime.

6.2 Security Shift Supervisor or another designated guard will arrive not later that 730a to inspect and activate the checkpoint systems. This early arrival guard will end shift at 430p.

6.3 Main body of guards will arrive prepared to begin work not later than 8a.

6.4 Guards will take a 30 minute unpaid lunch and two 15 minute unpaid breaks as directed by the Security Shift Supervisor during the nine hours between shift start and shift end. This results in 8 paid hours for each guard including the Supervisor. Absent a compelling reason, the Security Shift Supervisor is directed by Janissary to take breaks or lunch only after all front line guards have taken their breaks or lunch.

7. END OF WORK SHIFT:

At the end of each work shift the security officer(s) shall close entry points, secure security equipment, discuss any matters of security concern not already reported to the security supervisor, and document the time of departure.

8. TIME KEEPING:

8.1 The Security Shift Supervisor will log reporting, break, lunch, and departure times of each guard including himself.

8.2 The Security Shift Supervisor will ensure guards work no more than 8 hours unless overtime is properly directed by County.

9. OVERTIME:

9.1 Overtime may be directed by County as required, and by the procedure designated by County.

9.2 If partial coverage is required during an overtime period, the Security Shift Supervisor will determine what guards shall perform the duty.

10. CONTRACTOR REQUIREMENTS:

10.1 Janissary must abide by all federal, state, and local laws, rules, and regulations, including but not limited to the Federal Fair Labor Standards. In addition to all the other provisions of this contract, in order to qualify to be considered for award and to be contractually compliant after award, the contractor must be licensed under and pursuant to the Private Investigators and Private Security Agencies Act and hold a license with the State Board of Private Security.

11. CONSIDERATION:

11.1 Janissary will be compensated for all hours directed in a Purchase Order under this SOW at the rate listed in Janissary's bid response to IFB 18-009/YS or as later modified by mutual agreement in accordance with the IFB.

11.2 Overtime hours will be compensated at 1.5 time the rate listed in Janissary's bid response to IFB 18-009/YS or as later modified by mutual agreement.

12. ACKNOWLEDGEMENTS:

12.1 Acceptance of this SOW is acknowledged by Janissary by signature on the MSA or on the Signature Page [IFB at 23].

12.2 Acceptance of this SOW is acknowledged by the County by signature on the MSA or on the Acceptance of Offer page [IFB at 24].

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 1, _____, _____, _____.

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

Janissary, LLC
Company Name

306 Main St, Suite 303
Address

Houston, TX 77002
City State Zip

Signature of Person Authorized to Sign

Nathan Yalcin
Printed Name

Managing Director
Title

For clarification of this offer, contact:

Nathan Yalcin
Name

713-853-7203
Phone Fax

nyalcin@janissarysi.com
E-mail

Bidder Shall Return Completed Form with Offer.

Signature Page

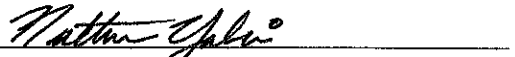
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

Janissary, LLC	
Bidder (Entity Name)	Signature
306 Main St, Suite 303	Nathan Yalcin
Street & Mailing Address	Print Name
Houston, TX 77002	06/09/2018
City, State & Zip	Date Signed
713-853-7203	
Telephone Number	Fax Number
nyalcin@janissarysi.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Security Personnel Services for Jefferson County Courthouse. 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 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse. 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.

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.

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.

_____
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.

Nathan Yalcin
Printed Name of Authorized Representative

Nathan Yalcin
Signature

Managing Director
Title

06/09/2018
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: Janissary, LLC HUB: ☐ Yes ☐ No

Address: 306 Main St, Suite 303, Houston, TX 77002
Street City State Zip

Phone (with area code): 713-853-7203 Fax (with area code): _____

Project Title & No.: 18-009/YS: Term Contract for Security Services for Jefferson County Courthouse

Prime Contract Amount: $ 172,468.80

~~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:~~ _____

Nathan Yalcin		06/09/2018
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.

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: Janissary, LLC HUB: ☑ Yes ☐ No

HUB Status (Gender & Ethnicity): Service-Disabled Veteran Owned Small Business

Address: 306 Main St, Suite 303, Houston, TX 77002
Street City State Zip

Phone (with area code): 713-853-7203 Fax (with area code): _____

Project Title & No.: 18-009/YS: Term Contract for Security Services for Jefferson County Courthouse IFB/RFP No.: 18-009/YS

Total Contract: $ 172,468.80 Total HUB Subcontract(s): $ 0.00

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

~~HUB Subcontractor Name:~~ _____

~~HUB Status (Gender & Ethnicity):~~ _____

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

~~Address:~~ _____
~~Street~~ ~~City~~ ~~State~~ ~~Zip~~

~~Contact person:~~ _____ ~~Title:~~ _____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

~~HUB Subcontractor Name:~~ _____

~~HUB Status (Gender & Ethnicity):~~ _____

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

~~Address:~~ _____
~~Street~~ ~~City~~ ~~State~~ ~~Zip~~

~~Contact person:~~ _____ ~~Title:~~ _____

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

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

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

_____

~~HUB Subcontractor Name:~~ _____

~~HUB Status (Gender & Ethnicity):~~ _____

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

~~Address:~~ _____
~~Street~~ ~~City~~ ~~State~~ ~~Zip~~

~~Contact person:~~ _____ ~~Title:~~ _____

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

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

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

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

~~Subcontractor Name:~~ _____

~~Address:~~ _____
~~Street~~ ~~City~~ ~~State~~ ~~Zip~~

~~Contact person:~~ _____ ~~Title:~~ _____

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

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

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

_____

~~Subcontractor Name:~~ _____

~~Address:~~ _____
~~Street~~ ~~City~~ ~~State~~ ~~Zip~~

~~Contact person:~~ _____ ~~Title:~~ _____

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

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

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

_____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

~~Subcontractor Name:~~ _____

~~Address:~~ _____
~~Street~~ ~~City~~ ~~State~~ ~~Zip~~

~~Contact person:~~ _____ ~~Title:~~ _____

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

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

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

_____

~~Subcontractor Name:~~ _____

~~Address:~~ _____
~~Street~~ ~~City~~ ~~State~~ ~~Zip~~

~~Contact person:~~ _____ ~~Title:~~ _____

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

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

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

_____

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

Name (print or type): Nathan Yalcin

Title: Managing Director

Signature: Nathan Yalcin

Date: 06/09/2018

E-mail address: nyalcin@janissarysi.com

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

Name (print or type): Nathan Yalcin

Title: Managing Director

Date: 06/09/2018

E-mail address: nyalcin@janissarysi.com

Bidder Shall Return Completed Form with Offer.

Rev. 2/17

HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ **If you will be awarding <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> Texas certified HUB vendors, complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>meets or exceeds</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>does not meet or exceed</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**

- ☑ Section 1 - Respondent and Requisition Information
- ☑ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☑ Section 3 - Self Performing Justification
- ☑ Section 4 - Affirmation

<u>Continuous Contract</u>: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Rev. 2/17

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

HUB objective 26% for security services.

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Janissary, LLC — State of Texas VID #: 18121719498

Point of Contact: Nathan Yalcin — Phone #: 346-800-7441

E-mail Address: nyalcin@janissarysi.com — Fax #:

b. Is your company a State of Texas certified HUB? ☑ - Yes ☐ - No

c. Requisition #: IFB 18-009/YS — Bid Open Date: 06/12/2018 (mm/dd/yyyy)

Enter your company's name here: Janissary, LLC Requisition #: IFB 18-009/YS

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted.** Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)

☑ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years, meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements.**"

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Janissary, LLC Requisition #: IFB 18-009/YS

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

Janissary is a HUB (SDVOSB).

Due to the scale and narrow margin of this contract, Janissary has done due diligence and determined it is not commercially viable to subcontract. Janissary intends to self-perform all portions in-house. If during the course of the contract it becomes necessary to purchase uniforms or equipment beyond that already owned, Janissary will seek HUB vendors.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)
Nathan Yalcin	NATHAN YALCIN	MANAGING DIRECTOR	06/09/2018

Reminder:

- If you responded "**Yes**" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "**No**" **SECTION 2, Items c and d,** you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

Rev. 2/17

Enter your company's name here: Janissary, LLC Requisition #: IFB 18-009/YS

IMPORTANT: If you responded "*Yes*" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number:____ **Description:**____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

Enter your company's name here: Janissary, LLC Requisition #: IFB 18-009/YS

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf..

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ **Description:** _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If *Yes*, continue to SECTION B-4.)

☐ - **No / Not Applicable** (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 2/17

Enter your company's name here: Janissary, LLC Requisition #: IFB 18-009/YS

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ **Description:** _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Rev. 2/17

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: Janissary, LLC
State of Texas VID #: 18121719498
Point-of-Contact: Nathan Yalcin
Phone #: 346-800-7441
E-mail Address: nyalcin@janissarysi.com
Fax #:

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Jefferson County, Texas
Point-of-Contact: See IFB
Phone #:
Requisition #: 18-009/YS
Bid Open Date: 06/12/2018 (mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than 11am (Central Time) on 06/04/2018 (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

Provide Level II licensed Security Guards (1) for courthouse entry point security with magnetometer and xray. Location Jefferson Co. Under Prime supervision. Independent HR.

3. Required Qualifications: ☐ - Not Applicable

HUB, track record upon which prime can rely, training requirements in line with prime objectives.

4. Bonding/Insurance Requirements: ☐ - Not Applicable

Statutory

5. Location to review plans/specifications: ☐ - Not Applicable

306 Main St, Houston. Contact for IFB access instructions.

Rev. 2/17

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name:	Janissary, LLC	State of Texas VID #:	18121719498
Point-of-Contact:	Nathan Yalcin	Phone #:	346-800-7441
E-mail Address:	nyalcin@janissarysi.com	Fax #:	

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name:	Jefferson County, Texas		
Point-of-Contact:	See IFB	Phone #:	
Requisition #:	18-009/YS	Bid Open Date:	06/12/2018 (mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than 11am (Central Time) **on** 06/04/2018 (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

Provide Security Uniforms Sets (x5) to Specification

3. Required Qualifications: ☐ - Not Applicable

Track record in embroidery, sewing, and sourcing 5.11 type tactical polo shirts and pants.

4. Bonding/Insurance Requirements: ☐ - Not Applicable

NA

5. Location to review plans/specifications: ☐ - Not Applicable

Contact for item descriptions

Rev. 2/17

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: Janissary, LLC
State of Texas VID #: 18121719498
Point-of-Contact: Nathan Yalcin
Phone #: 346-800-7441
E-mail Address: nyalcin@janissarysi.com
Fax #:

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Jefferson County, Texas
Point-of-Contact: See IFB
Phone #:
Requisition #: 18-009/YS
Bid Open Date: 06/12/2018 (mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than 11am (Central Time) on 06/04/2018 (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

HR support for 5 employees. Billing, process incoming POs, coordinate with contract mgr and field supervisor.

3. Required Qualifications: ☐ - Not Applicable

HUB, affordable HR system, experience with govt contract admin, prior military and/or security experience related to admin support of teams in the field.

4. Bonding/Insurance Requirements: ☑ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

306 Main St, Houston.

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 Janissary, LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	3-20601-1775-4
Company Name submitting bid/proposal:	Janissary, LLC
Mailing address:	306 Main St, Suite 303, Houston, TX 77002
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF TEXAS COUNTY OF HARRIS

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

on this day personally appeared Nathan Yalcin (name), who

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

"I, Nathan Yalcin (name) am a duly authorized officer of/agent

for Janissary, LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Janissary, 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: Janissary, LLC

306 Main St, Suite 303, Houston, TX 77002

Fax: _____ Telephone# 713-853-7203

by: Nathan Yalcin (print name) Title: Managing Director

Signature: Nathan Yalcin

SUBSCRIBED AND SWORN to before me by the above-named

Nathan Yalcin on

this the 9th day of June, 2018.

RACHAEL CZECHOWSKYJ
Notary Public, State of Texas
Comm. Expires 08-07-2020
Notary ID 130691410

Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/31/2017

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	CONTACT NAME: Jay Ronca | Security Operator Insurance (SOI)	
Aventine Insurance Group, LLC 3836 W Humphrey St Tampa FL 33614	PHONE (A/C, No, Ext): (813) 563-6510	FAX (A/C, No): (813) 434-2395
	E-MAIL ADDRESS: SOITeam@AventineIG.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : SCOTTSDALE INSURANCE COMPANY	41297
INSURED Janissary, LLC 1300 W 19th St 7099 Houston TX 77008	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 [ ] CLAIMS-MADE [X] OCCUR [X] PL / E&O GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	RBS-0009234	09/15/2017	09/15/2018	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 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	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					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT 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)

Security & Patrol Services. Policy Includes Blanket Additional Insured and Waiver of Subrogation.

CERTIFICATE HOLDER

Certificate For Marketing Purposes Only

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Sign-In Sheet

Pre-Bid Conference and Walk Through: Tuesday, May 15, 2018, 10:00 am CDT
Location: Sheriff's Department, Conference Room

IFB 18-009/YS
Security Personnel Services for Jefferson County

Representative's Name & Company / Firm Name	Address	Phone / Fax / Email
Synovia Blackmon-Barker PBS IX Security	4545 Louetta Rd #304 Spring TX. 77388	979-943-3268
Jeremy Robinson Janissary	1300 W 19TH St #7099 Houston, TX 77008	713-853-7203 NYALCIN@JANISSARYSI.COM
NATHAN YALCIN JANISSARY SECURITY	1300 W 19TH ST #7099 HOUSTON, TX 77008	713-853-7203 NYALCIN@JANISSARYSI.COM
Joseph Fontenot Strategic Protection Solutions	11807 Westheimer rd. #550 207 Houston TX 77077	281 410 5446 Joseph @ Strategic Protection.us

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

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

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1812171949800**
File/Vendor Number:	**499432**
Approval Date:	**01-FEB-2017**
Scheduled Expiration Date:	**01-FEB-2021**

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

JANISSARY, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 03-FEB-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Bobby Pounds, Interim Director
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/16

Texas Department of Public Safety

Certificate of Licensure

The Private Security Board Certifies that:

JANISSARY LLC

C01064401

Is Duly Licensed as

Investigations / Security Contractor
Guard Company
Guard Dog Company
Courier Company
Security Consultant Company
Private Investigation Company

Steven C. McCraw

Director, Department of Public Safety

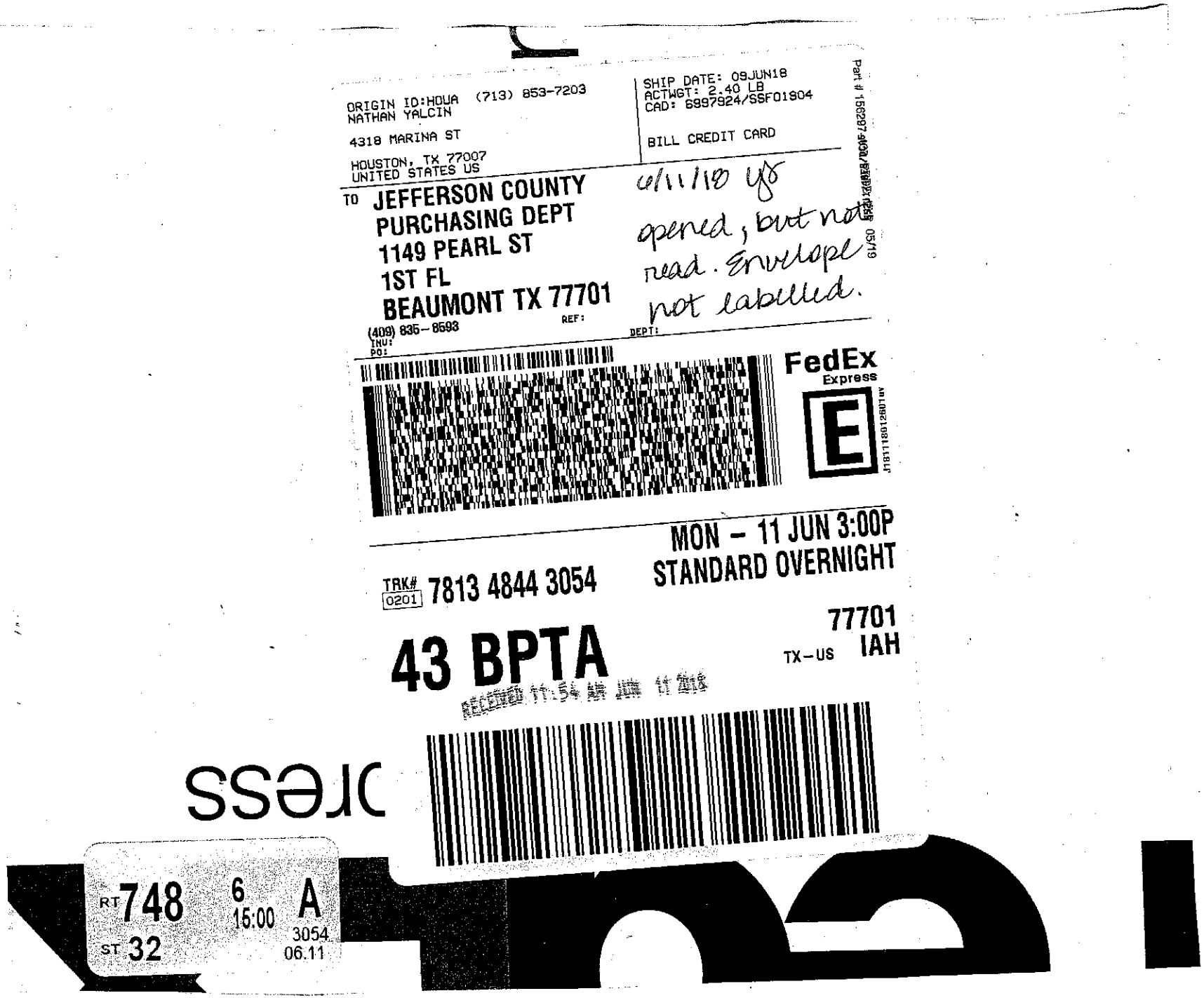
EXPIRES: 10/31/2018

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

SAM Search Results
List of records matching your search for :

Search Term : janissary*
Record Status: Active

ENTITY	Janissary, LLC		Status:Active
DUNS: 080289552	+4:	CAGE Code: 7N8Z9	DoDAAC:
Expiration Date: Mar 21, 2019	Has Active Exclusion?: No	Debt Subject to Offset?: No	
Address: 306 Main St Suite 303			
City: Houston		State/Province: TEXAS	
ZIP Code: 77002-1811		Country: UNITED STATES	



ORIGIN ID:HOUA (713) 853-7203
NATHAN YALCIN
4318 MARINA ST
HOUSTON, TX 77007
UNITED STATES US

SHIP DATE: 09JUN18
ACTWGT: 2.40 LB
CAD: 6997924/SSF01904

BILL CREDIT CARD

TO JEFFERSON COUNTY
PURCHASING DEPT
1149 PEARL ST
1ST FL
BEAUMONT TX 77701
(409) 835-8593

REF:
DEPT:
INV:
PO:

6/11/18 YS
opened, but not read. Envelope not labelled.

Part # 156207-4000/5000 05/19

FedEx Express

TRK# 0201 7813 4844 3054

MON - 11 JUN 3:00P
STANDARD OVERNIGHT

77701
TX-US IAH

43 BPTA

RECEIVED 11:54 AM JUN 11 2018

RT 748 6 A
ST 32 15:00 3054
06.11

Dear Ms. Clark,

L&P Global Security LLC wishes to express its appreciation to Jefferson County Texas for permitting us this opportunity to compete for your contract security services.

We at L&P Global Security LLC have a strong commitment to excellence in service quality, and safety. To facilitate and promote high standards, L&P Global Security has a well-defined set of requirements including employee selection and screening, safety, training, work specifications, business specifications and adherence to promulgated rules and regulations regarding safety and security operations. If selected to serve Jefferson County, L&P Global Security plans to implement the following;

1> Body Cameras
If selected and permitted by Jefferson County, it is our plan to equip our officers with body cameras to document their daily activities and record incidents of concern that may arise throughout the course of their assignments.

2> Hire Reserve Peace Officer
When possible, it is L&P Global Security plans to hire reserve peace officers as its security officers then train and license them as level 3 security officers with the Department of Public Safety. Due to their higher law enforcement education and training as peace officers, they would bring a higher level of awareness and importance to the position of court security. Since Jefferson County is requesting a level 2 position (unarmed) it is also our intention to send all our level 2 security personnel assigned to your facility for level 3 training as part of our continuing education program. This higher level of education and training will help better serve Jefferson County and its residents even though the officers still work as level 2, unarmed.

3>Security Officer Pay
L&P Global Security has also calculated the revenue for this RFP to reflect a higher rate of pay for its officers while keeping the cost competitive for Jefferson County. This wage rate is calculated between 30% and 40% higher over the average posted pay for level 2 security officers in the Beaumont area by the website <indeed.com>. This higher rate of pay will help reduce personnel turnover and keep a higher level of trained personnel on staff.

4 > Start Up Supervision
If selected, our startup superior would bring his experience as a contracted DSO with the U.S. Marshal Service working security in the Federal Courts. He has also been a Texas reserve peace officer for over 35 year, the last 10 years working for Collin County Justice Court Pct. 4 as bailiff volunteering between 80 to 110 hours monthly during this time.

Deborah, given the opportunity, we at L&P Global Security LLC are confident in our ability to provide Jefferson County, its Residents and employees with maximum value for security dollars spent.

In conclusion, we appreciate your interest and look forward to serving Jefferson County and its Residents as the opportunity permits.

Sincerely,

Prashant Kumar

Prashant Kumar
Managing Partner

L&P Global Security LLC; 3381 Berkwood Pl, Frisco, TX, 75034
Phone: 1-888-GUARD-01; Website: www.lpglobalsecurity.com ; Email: admin@lpglobalsecurity.com

Bidder Information Form

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

Bid Name & Number: IFB 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse

Bidder's Company/Business Name: L&D GLOBAL SECURITY, LLC

Bidder's TAX ID Number: 82-3878925

Contact Person: PRASHANT KUMAR **Title:** Managing Partner

Phone Number (with area code): 626-592-1043

Alternate Phone Number if available (with area code): 469-714-5160

Fax Number (with area code): NA

Email Address: Prashant.kumar@ldglobalsecurity.com

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

3381 BERKWOOD PL
Address

FRISCO, TX, 75034
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): 01 , _____, _____, _____.

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

L & D GLOBAL SECURITY, LLC
Company Name

For clarification of this offer, contact:

3381 BERKWOOD PL
Address

PRASHANT KUMAR
Name

FRISCO TX 75034
City State Zip

626-592-1043
Phone Fax

Prashant Kumar
Signature of Person Authorized to Sign

Prashant.Kumar@LDglobalSecurity.com
E-mail

PRASHANT KUMAR
Printed Name

Managing Partner
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Security Personnel Services for Jefferson County Courthouse. 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 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse. 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

Security Officer (5 total requested) Bid Rate $18.75 /Hour/Security Officer

Please attach a sample contract behind the Bid Form.

Acknowledgment of Addenda (if any):

Addendum 1 ✓ Date Received 06/04/2018

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: IFB 18-009/YS

IFB Title: Term Contract for Security Personnel Services for Jefferson County Courthouse

IFB Due: **11:00 am CDT, Tuesday, June 12, 2018**

Addendum No.: 1 (one)

Issued (Date): June 4, 2018

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

Reason for Issuance of this addendum: Responses to Offeror questions.

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

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

ATTEST:

_____
Witness

_____
Witness

Approved by ____ Date: _____

Prashant Kumar
Authorized Signature (Bidder)

Managing Partner
Title of Person Signing Above

L&P GLOBAL SECURITY LLC
Typed Name of Business or Individual

3381 BEARWOOD PL
Address FRISCO, TX, 75034

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: CBRE

Address: 2941 Lake Vista Drive, Lewisville, TX.

Contact Person and Title: Karen Gilmore, Property manager

Phone: 972-707-8756 Fax:

Email Address: Karen.gilmore@cbre.com Contract Period: 03/11/2018 - Ongoing

Scope of Work: To Provide armed Patrol Service

REFERENCE TWO

Government/Company Name: SF Waranch

Address: 2033 Empire central, Dallas, TX

Contact Person and Title: Michael Zevallos, Property manager

Phone: 214-526-5800 Fax:

Email Address: MZevallos@SFWaranch.co Contract Period: 03/01/2018

Scope of Work: To Provide armed guard Service

REFERENCE THREE

Government/Company Name: Gurdwara Nishkam Seva - Irving

Address: 834 N Nursery Rd, Irving, TX

Contact Person and Title: Harbhasan Singh, President

Phone: 214-289-8690 Fax:

Email Address: hvirdee@yahoo.com Contract Period: 04/13/2018

Scope of Work: To Provide Unarmed Security guard services.

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

LKP GLOBAL SECURITY, LLC	Prashant Kumar
Bidder (Entity Name)	Signature
3381 BERKWOOD PL	PRASHANT KUMAR
Street & Mailing Address	Print Name
Frisco, TX, 75034	06/04/2018
City, State & Zip	Date Signed
626-592-1043	
Telephone Number	Fax Number

Prashant.Kumar@lpglobalsecurity.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 - Not doing any business with gov. 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**

NA - Not having any business relationship with govt.

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.** Please refer next Page for answer

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.

PRASHANT KUMAR
Printed Name of Authorized Representative

Prashant Kumar
Signature

Managing Partner
Title

06/04/2018
Date

Bidder Shall Return Completed Form with Offer.

Reason for Prime Contractor /Consultant has Zero (0) Hub Participation

We applied for hub Certification. Here are the details:

- Application Number: **7236413**
- Application Type: **New M/S/WBE Application**
- Certifying Agency: **North Central Texas Regional Certification Agency**
- Business Name: **L&P Global Security LLC**

Sincerely,

Prashant Kumar

Prashant Kumar
Managing Partner

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

Project Title & No.: _____ 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 applied for HUB certification.

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

☑ I certify that L&P Global Security, LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	82-3878925
Company Name submitting bid/proposal:	L&P GLOBAL SECURITY, LLC
Mailing address:	3381 BERKWOOD PL, FRISCO, TX
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**
NA	NA

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Dallas

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

on this day personally appeared PRASHANT KUMAR (name), who

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

"I, PRASHANT KUMAR (name) am a duly authorized officer of/agent

for LKP GLOBAL SECURITY LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said LKP GLOBAL SECURITY 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: LKP GLOBAL SECURITY LLC

3381 BERKWOOD PL, FRISCO, TX - 75034

Fax: _____ Telephone# 626 - 592 - 1043

by: PRASHANT KUMAR (print name) Title: Managing Partner

Signature: Prashant Kumar

SUBSCRIBED AND SWORN to before me by the above-named

Prashant Kumar on

this the 7th day of June, 2018.

Notary Public in and for
the State of Texas

MATTHEW REED CASADAY
Notary Public, State of Texas
Comm. Expires 05-05-2021
Notary ID 13111930-5

Bidder Shall Return Completed Form with Offer.

NOTE

THIS IS A SAMPLE OF A MODIFIED COMMERCIAL SECURITY SERVICES AGREEMENT OF L&P GLOBAL SECURITY.

L&P GLOBAL SECURITY IS OPEN TO NEGOTIATE AND MODIFING ANY TERMS, MUTUAL PROMISES AND COVENANTS OF THIS AGREEMENT WITH JEFFERSON COUNTY OR TO USE A STANDARD CONTRACT FOR SERVICES PROVIDED BY JEFFERSON COUNTY'

SECURITY OFFICER(S) SERVICE AGREEMENT
STATE OF TEXAS
COUNTY OF COLLIN

This Contract entered into and between **L&P GLOBAL SECURITY LLC**, 3381 Berkwood PL, Frisco, Texas 75034, Texas State Lic. #B06267001, herein referred to as **Agency** and _____, address of _____,_____, Texas _____ herein referred to as **Customer(s)**.

For and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations, **Agency** and **Customer(s)** agree as follows:

1. **Employment**. **Customer(s)** hereby employees **Agency** to provide security services at the following location(s); _____,_____, Texas _____.

2. **Scope of Work**. In consideration of the employment and compensation described herein, **Agency** shall perform services by providing security officer(s) for a minimum of _____ (___) hours weekly as listed above in section **1. Employment. Customer(s)** understands and agrees that the security services are provided only as a deterrent to crime with no implied warranties. **Agency** shall perform all work on schedule except when prevented by strike, Act of God, accident, mechanical problems, or any other force majeure causes and/or circumstances beyond **Agency's** control and **Customer(s)** agrees not to hold **Agency** liable.

3. **Terms of Service**. The term of this contract shall commence on _____, 20_____. **Customer(s)** and **Agency** agreed that this Contract shall be a one (1) year renewable contract and will automatically renew itself each year on said date unless given a **thirty (30) day written notice** of termination prior to renewal date by either party to the other or until it terminates upon the earliest of the following dates: (a) The date of any notice of termination given at **Agency's** option to **Customer(s)** in the event of insolvency or a petition filed in bankruptcy on behalf of the **Customer(s)**: or (b) At **Agency's** option, **following due date** of invoice, in the event of nonpayment: or (c) **Agency** can give **thirty (30) days written notice** to **Customer(s)**, due to section (a) and (b) and this contract, without incurring any liability, for either temporarily stopping services and/or terminate services

4. **Insurance**. **Agency** shall maintain insurance equal to or above amounts required by State Law.

5. **Customer(s) Non-Interference**. The parties hereto mutually acknowledge that **Agency** has a substantial investment in the training and preparation of its employees in order for it to fulfill its obligations hereunder. (a) During the term of **Agency's** employment and for a period of two (2) years following the termination thereof, **Customer(s)** agrees not to interfere with said employment agreements of **Agency** and not to solicit employment or employ **Agency's** employees or not to have solicited for employment or have employed by their new contractor or potential contractor, for the purpose of performing security services, any employee of **Agency** who performed services pursuant to this Contract without prior written consent of **Agency**.

6. **Miscellaneous.** (a) This contract shall be construed in accordance with the Laws of the State of Texas: (b) This contract constitutes the entire agreement among the parties and all additions or changes hereto shall be in writing: (c) This contract shall supersede any other Agreement and/or Contract, verbal or written dated prior to this contract: (d) It is agreed that if any portion of this contract be legally adjudicated invalid or unenforceable, the parties do hereby covenant and agree that such portion or portions are absolutely and completely severable from all other portions of this contract, and such other provisions shall constitute the agreement of the parties: (e) The continuing covenants of the parties contained in this Contract shall survive the termination hereof: (f) By the signature below, the individual executing this Contract on behalf of the **Customer(s)** warrants to **Agency** that he has full power and authority to execute this Contract and to thereby bind, jointly and severally, all property and/or business owners, managers, directors and stock holders of **Customer(s)** to the terms of this contract. (g) **NOTE:** This agreement may only be executed on behalf of **Agency** by the Company Owner/Manager who's name is listed below and with their address listed in the title of this agreement as prescribed in the Texas Department of Public Safety's rules and regulations as a registered titled Owner/Manager. Any person executing this agreement for **Agency** other than those listed above do not have the authority to act on **Agency's** behalf.

7. **Written Report** **Customer(s)** is entitled to receive a written report concerning services rendered. Upon written request, **Agency** shall provide such written report to **Customer(s)** in accordance with the Commission on Private Security rules and regulations. **Agency** shall provide **Customer** a copy of said report except to the extent that they contain confidential information about third parties. **Customer** agrees to keep all such information in the strictest of confidence and not to disclose such material to any third party or allow any third party access to such material except as such disclosure is expressly required pursuant to applicable law. **Customer** acknowledges that **Agency** owns all notes, reports, or other documents, intellectual property or documentation produced by **Agency** pursuant to this agreement or in connection with its work, which are not otherwise public records. **Customer** acknowledges that **Agency** shall have copyright privileges to those notes, reports documents, processes and information.

8. **Hold Harmless** **Customer(s)** and **Agency** agrees to defend, indemnify and hold its officers, agents and employees harmless against any and all claims, lawsuits, judgments, costs, losses and expenses, including but not limited to attorneys fees, for personal injury (including death), property damage, injury to or destruction of tangible property in the performance of this contract.

9. **Compensation.** Throughout the term of this Contract, **Customer(s)** shall pay to **Agency** $_____ per hour per officer. For the purpose of the **Customer(s)'s Services Commitment,** the hours will be calculated at not no less the number of weekly hours stated in **Paragraph 2, Scope of work** and in accordance with the following terms: (a) **Customer(s)** agrees that this is a one (1) year renewable contract and that they may terminate services at the end of one year, the **Customer(s)'s Services Commitment,** by giving at least a **thirty (30) day written notice** to **Agency** prior to the anniversary and/or renewal date of this contract. Any other attempted termination by **Customer(s)** of this contract is a material breach of this contract. If **Customer(s)** breach this contract, **Customer(s)** agrees to pay to **Agency** for its losses related to **Customer(s)'s** breach. **Customer(s)** understands and agrees that **Agency's** damages arising from any material breach will be difficult, if not impossible to ascertain. Therefore if **Customer(s)** breaches this contract by terminating services in a matter other then set forth in this contract, **Customer(s)** agrees to pay to **Agency** the remaining compensation for the term length of the contract together with reasonable and necessary attorneys fees for the collection thereof. (b) **Customer(s)** agrees to pay all appropriate taxes on services provided: (c) Payment shall be due on the last day of services provided during monthly billing period: (d) Failure by **Customer(s)** to pay all amounts within thirty (30) days of due date shall constitute a material default under this contract and a delinquency charge at a rate on one and one-half percent (1.5%) per month (not to exceed 18% annually) shall accrue daily on all pastdue amounts until same are paid in full. Such failure shall also be deemed a default hereunder and services shall be suspended immediately until all delinquent amounts are paid in full: (e) In the event any past due amounts are collected by or through a collection agency or an attorney-at-law, **Customer(s)** shall pay, in addition to amounts otherwise due, all costs of collection, including reasonable attorney's fees incurred by **Agency**. .

10. **Security Interest In Recovery:** The **Agency** is granted a specific security interest in any recovery (whether it be money, property or otherwise) that may come to pass by compromise and settlement agreement, suit or judgment, to secure the payment of its fees.

11. **Customer(s) Complaints**: Services furnished by **Agency** shall be subject to inspection at any time by the **Customer(s)**, his agent, or representative. **Customer(s)** understands and agrees that services are provided by **Agency's** employees on a day by day bases and that said services are not like a tangible item that can be returned or replaced at a later date, therefore **Customer(s)** agrees that due to the nature of such services, **Customer(s)** agrees to waive its rights to any time period it may have to file a complaint(s) and further agrees to notify **Agency** in writing of any objections it has to the services performed within ten (10) days after the day such services in question were performed. **Agency** shall have the right to improve said services within ten (10) days from the date of the **Customer(s)** notice to conform to **Customer(s)'s** desires as specified in said notice **without being in default**. Failure of **Customer(s)** to give notice(s) in writing objecting to **Agency's** performance hereunder shall constitute acceptance of **Agency's** performance and **Customer(s)** shall have no right to withhold payment of any amounts due hereunder for the past failure to perform on the part of **Agency. Customer(s)** further states that **Customer(s) understands and agrees** that **Agency** needs and must have said notice(s) in writing so as to **fulfill its obligations to Customer(s)**. All written notices shall be via certified mail, return receipt requested, via United States Postal Services.

12. **Notice of Assignment, Sale and/or Transfer**. In order to provide for the continuing growth of **Agency** and to provide better service to **Customer(s)**, **Agency** at its option my choose to use the services of a financial company to process **Agency's** Invoices and Accounts Receivable as well as a source of additional capital funding. Therefore **Customer(s)** agrees that at **Agency's** option, **Agency** may sell its Contracts and/or assign, transfer and/or sell its Accounts Receivable or contracts under the Uniform Commercial Code.

13. **State Regulatory Agency**: If **Customer(s)** has a complaint that they wish to express to the **Texas Department of Public Safety**, they may do so by writing the **Texas Department of Public Safety, Private Security Division** at 5805 North Lamar Blvd., Austin, Texas 78752-4422, P O Box 4087 Austin, Texas 78773-0001, or by calling (512) 463-5545.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this _____ day of _____, 20__

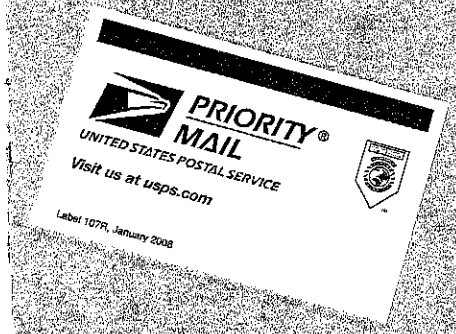
AGENCY	**CUSTOMER(S)**
By: _____	By: _____
Title:	Title: _____
Print Name: _____	Print Name: _____

FROM:

L&P Global Security, LLC
3381 Beekwood Place
Frisco, Tx 75034

Bid Name: Term Contract for Security Personne
Services for Jefferson County Courtho
Bid Number: IFB-009/VS
Due Date/Time: 11:00 AM CST, Tuesday, Jun

RECD 05 25 PM JUN 11 2018



TO:

Attn: Deborah L. Clark
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

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

April 30, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse. **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 Security Personnel Services for Jefferson County Courthouse**
BID NO:	**IFB 18-009/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, June 12, 2018**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

There will be a **mandatory** pre-bid conference and walk-through at 10:00 AM CDT on Tuesday, May 15, 2018 at the Sheriff's Department Conference Room, 1001 Pearl Street, Beaumont TX, 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 – May 2, 2018 and May 9, 2018

IFB 18-009/YS
Term Contract for Security Personnel Services for Jefferson County Courthouse
Bids due: 11:00 AM CDT, Tuesday, June 12, 2018

Table of Contents

Table of Contents 1
Instructions to Bidders 2
General Conditions of Bidding and Terms of Contract 6
Special Requirements/Instructions 16
Minimum Specifications 20
Bidder Information Form 22
Offer to Contract Form 23
Acceptance of Offer Form 24
Bid Form 25
Signature Page 27
Conflict of Interest Questionnaire 28
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) 29
Good Faith Effort Determination Checklist 30
Notice of Intent 31
HUB Subcontracting Participation Declaration Form 32
Residence Certification/Tax Form 36
Bid Affidavit 37

Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety as well as a sample contract.
- 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 judgment 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.

6. **County Holidays – 2018:**

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

7. **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.

8. **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.

9. **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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Currency

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

19. 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.

20. Notice to Proceed/Purchase Order

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

21. 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.

22. Definitions

"County" – Jefferson County, Texas.

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

23. 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 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

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

Bidders 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)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295).

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

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

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), 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)

The contractor assumes all responsibility for their owned, lease, rented, or borrowed business and personal property.

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.

10. Mandatory Pre-Bid Conference and Walk-Through

A mandatory pre-bid conference and walk-through is scheduled for 10:00 am CDT, Tuesday, May 15, 2018 in the Sheriff's Department Conference Room, 1001 Pearl Street, Beaumont TX, 77701. This will be the only time to receive information regarding the necessary training requirements and standards as well as required uniform and equipment specifics. It will also be an opportunity to tour the Courthouse facility and the areas to be used by security officers. Please contact Major Marlon Lewis (409-835-8411) concerning arrangements for this conference.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 18-009/YS.

Scope

Jefferson County is requesting bids for Security Personnel Services for the Jefferson County Courthouse.

1. The property requiring security personnel services is the Jefferson County Courthouse, 1001 Pearl Street, Beaumont, Jefferson County, Texas 77701.

2. Hours of service requested: 7:30 a.m. to 5:00 p.m, Monday through Friday with the exception of County holidays as listed on page 3. Each security officer will be allotted 30 minutes (unpaid) for a lunch break and on rare occasions they may be required to work unscheduled overtime (as little as 15 to 30 minutes up to three hours). During Emergency Closures of the Jefferson County Courthouse, County Bailiffs will be used for security.

3. The successful bidder shall provide five (5) unarmed security officers (Texas Occupations Code 1702) for the courthouse for the above designated hours. The security officers shall be licensed by the State of Texas as a security officer. The security officers shall be assigned to pre-designated security posts and shall make their best effort to ensure unauthorized persons do not enter the Jefferson County Courthouse. If any conflict arises, said security officers will notify as soon as possible, the Courthouse Security Supervisor. In addition to keeping unauthorized persons out of the Courthouse, the security officers will:

a. Courteously and professionally direct persons entering the Courthouse to different departments in the Courthouse.

b. Identify personnel who display the proper identification badge as issued by Jefferson County and admit them without screening.

c. Courteously and professionally direct persons regarding moving through the screening site, including placing hand-carried items and packages into trays and onto the x-ray conveyor.

d. Monitor the flow of traffic through the site to ensure effective coverage with the least inconvenience to the public as possible.

e. Adequately utilize an x-ray device and upright magnetomer.

f. In the event the alarm sounds on the upright magnetomer, the security officer will either have the subject remove any remaining items from their pockets and walk through the magnetomer again or use the hand held magnetomer to conduct screening to determine the cause of the alarm.

g. Notify the Courthouse Security Captain or Supervisor when contraband, weapons, or suspected explosive device is discovered.

h. Each security officer shall be fully and neatly uniformed in attire that identifies them as security, the name of their company, as well as an identifying name badge. Security officers will be clean shaven, no visible body piercings (with the exception of earrings), and only natural hair colors.

4. Security Officer Qualifications:

a. The contractor shall not allow any employee who has been convicted of a felony crime of any degree to perform security services at the Jefferson County Courthouse.

b. The contractor will also screen all security officers for drug/alcohol abuse. The contractor shall provide documentation that shows each of the employees are drug free. Any employee under the

influence of alcohol or illegal substances shall be dismissed and no payment will be made to the contractor for the employee's services.

c. All security officers scheduled to work at the Jefferson County Courthouse, prior to working at the Courthouse will attend a course on courthouse security procedures provided by the Jefferson County Sheriff's Office Training Division.

d. All security officers shall be registered through the Texas Private Security Board. Proof of registration shall be provided to the County for each registered employee.

5. Contractor Requirements:

a. Contractor must abide by all federal, state, and local laws, rules, and regulations, including but not limited to the Federal Fair Labor Standards. In addition to all the other provisions of this contract, in order to qualify to be considered for award and to be contractually compliant after award, the contractor must be licensed under and pursuant to the Private Investigators and Private Security Agencies Act and hold a license with the State Board of Private Security.

Bidder Information Form

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

Bid Name & Number: IFB 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse

Bidder's Company/Business Name: Lofton Security Service, Inc.

Bidder's TAX ID Number: 20-0362716

Contact Person: Tricia Hidalgo **Title:** Branch Manager

Phone Number (with area code): 409-833-0800

Alternate Phone Number if available (with area code):

Fax Number (with area code): 409-833-0833

Email Address: tricia@loftonstaffing.com

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

85 I-10N Suite 207
Address
Beaumont, TX 77707
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): 1, _____, _____, _____.

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

Lofton Security Service, Inc
Company Name

85 I-10 N Suite 207
Address

Beaumont TX 77707
City State Zip

Signature of Person Authorized to Sign

John Jay Babin
Printed Name

Director of Security
Title

For clarification of this offer, contact:

Melvin Morgan
Name

225-413-1833
Phone Fax

melvin@loftonsecurity.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Security Personnel Services for Jefferson County Courthouse. 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 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse. 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

Security Officer (5 total requested) Bid Rate $ 13.50 /Hour/Security Officer

Please attach a sample contract behind the Bid Form.

Acknowledgment of Addenda (if any):

Addendum 1 ✓ Date Received 6/14/18

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

SECURITY SERVICE AGREEMENT

This **SECURITY SERVICE AGREEMENT** (the "Agreement") is entered into as of the _____ day of _____, 2018, by and between Jefferson County Courthouse, whose address is 1149 Pearl Street 1st Floor Beaumont, TX 77701, ("Client"), and **LOFTON SECURITY SERVICE, INC.,** a Louisiana corporation whose address is 9414 Interline Ave Baton Rouge, LA 70809 ("Contractor");

WHEREAS, Contractor is engaged in the business of assigning its employees to perform security services for clients, and providing related management services; and

WHEREAS, Client desires to engage Contractor to provide such services;

NOW, THEREFORE, in consideration of the payment of fees stated herein and in accordance with the mutual covenants and agreements contained herein, the parties hereto agree as follows:

Article 1
Services

1.1 Scope of the Agreement. This Agreement does not obligate Client to order services from Contractor nor does it obligate Contractor to provide services to Client, but shall control and govern all services ordered by Client and accepted by Contractor hereunder, and shall define the rights and obligations of Client and Contractor with regard to the matters covered hereby.

1.2 Nature of the Work. Contractor shall provide to Client the services of its employees ("Contract Security Employees") as requested by Client. Client shall use the services of Contractor as a provider of Contract Security Employees for the job titles set forth on Exhibit A for Client. Contractor shall manage the provision of services to Client in accordance with the provisions of this Agreement.

1.3 Direction of the Work.

1.3.1 The Client is responsible for defining what work needs to be performed by Contract Security Employees, the scope of the work, and the safety, security and access procedures, prerequisites and/or instructions for the work to be performed. Client shall also provide to Contractor any and all applicable guidelines, information and required measures for security, access and reporting.

1.3.2 Contractor shall recruit, interview, test, screen, and ensure compliance with legally required pre-employment obligations for all Contract Security Employees to be assigned to Client's facilities prior to their assignment at Client.

1.3.3 Contractor agrees to assume full responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Contract Security Employees with respect to compensation that Contractor has agreed to pay.

1.4 Terms of Agreement. This Agreement shall remain in force for an initial term of twelve (12) months and shall automatically renew for successive twelve (12) month intervals on a year-by-year basis. This Agreement may be terminated by the Contractor or the Client at any time and for any reason upon thirty (30) days written notice. This Agreement may also be terminated by Contractor or Client at any time, without notice, for any breach of this Agreement or default.

Article 2
Payment for Services

2.1 Payment

2.1.1 Contractor will invoice Client for services provided in accordance with this Agreement on a weekly basis. Payment of fees shall be due upon receipt of the invoice. Invoices shall be accompanied by the pertinent timesheets. Client's signature on Contractor's timesheets certifies that the hours shown are correct and that the work was performed to Client's satisfaction and authorizes Contractor to bill Client for the hours worked by the named Contract Security Employee.

2.1.2 Contractor's bill rates by job categories are attached hereto as Exhibit A, which is incorporated by reference herein. In the event a portion of any invoice is disputed, the undisputed portion shall be paid. Client acknowledges and agrees that in the event a Contract Security Employee works more than forty (40) hours in any work week for Client that Contract Security Employee is entitled to overtime compensation as provided by law and Client agrees to an increase in the bill rate to reflect such additional compensation plus applicable markup.

2.2 Terms of Payment. Client agrees to pay fees within thirty (30) days of the date of invoice, and to pay late charges on any unpaid balances after thirty (30) days from the date of invoice at the rate of _____ % per month (Annual Percentage Rate of _____%). In addition, failure to pay invoices in a timely manner shall be considered a default of this Agreement. If Contractor takes any legal action in order to collect such amounts, Client shall be liable and obligated to pay the cost of such action including, but not limited to, attorneys' fees, court costs and expenses.

2.3 Separation Fee. If any Contract Security Employee provided by Contractor to Client is independently hired by, contracted with and/or retained by Client (either directly, indirectly or through a separate contractor or provider) within six (6) months from the last date on which such individual provided services to Client under this Agreement, Client shall pay to Contractor a separation fee equal to twenty (20%) percent of the individual's gross annual salary and/or gross annual wages as established by Contractor. This fee shall be due and payable within fifteen (15) days of the hiring, contracting and/or retention of such individual by Client.

Article 3
Insurance

3.1 Insurance Policies. Contractor shall procure or cause to be procured and maintain at its expense, for the duration of this Agreement, and with insurance companies reasonably acceptable to Client, the insurance policies described below:

3.1.1 Workers' Compensation and Employer's Liability Insurance covering the Contract Security Employees who are provided to Client under this Agreement. The Workers' Compensation Insurance shall provide statutory Workers' Compensation benefits. The Employer's Liability Insurance shall have limits of $1,000,000.00.

3.1.2 Comprehensive General and Excess (Umbrella) Liability Insurance, including contractual liability, to cover liability for bodily injury and property damage with minimum limits of $1,000,000.00 and $5,000,000.00, respectively.

3.1.3 Business Automobile Liability Insurance, if Client notifies Contractor in writing that owned, hired or non-owned automotive equipment will be used by Contract Security Employees in the performance of this Agreement, to cover liability for bodily injury and property damage with a limit of $1,000,000.00.

3.2 Certificates of Insurance. Contractor shall furnish Client with Certificates of Insurance which document that all coverages and endorsements required by this article have been obtained. Renewal certificates shall be obtained by Contractor as and when necessary and copies thereof shall be forwarded to Client as soon as same are available. These certificates shall provide that the insurer shall give thirty (30) days written notice to Client prior to change or cancellation of any policy.

Article 4
Independent Contractor Status

It is expressly agreed that Contractor shall be considered an independent contractor and that there is no affiliation and/or agency relationship between Contractor and Client. The parties agree and acknowledge that they are separate legal entities and that the provision of services and payment of fees pursuant to this Agreement are on an independent contractor basis. The parties further agree and acknowledge that none of the Contractor's employees, servants, agents, representatives or subcontractors shall be deemed to be employees, servants, agents, representatives or subcontractors of Client.

Article 5
Statutory Employer Designation

For purposes of the Louisiana Workers' Compensation Law, La. R.S. 23:1021 et seq., Client and Contractor agree that the work and services performed by Contractor and its employees pursuant to this Agreement are an integral part of and are essential to the ability of Client to generate Client's goods, products and/or services, and that Contractor's work and services shall be considered part of Client's trade, business, and occupation, for purposes of La. R.S. 23:1061(a)(1). Furthermore, Client and Contractor agree that Client is the principal or statutory employer of Contractor's employees for purposes of La. R.S. 23:1061(a) only. Irrespective of Client's status either as the statutory employer or as the special employer (as defined in La. R.S. 23:1031(C)) of Contractor's employees, and regardless of any other relationship or alleged relationship between Client and Contractor's employees, Contractor shall be and remain at all times primarily responsible for the payment of Louisiana Workers' Compensation benefits to its employees, and neither Contractor nor its underwriters shall be entitled to seek contribution for any such payments from Client.

Article 6
Indemnity

6.1 To the extent permitted by law, Contractor agrees to defend, indemnify, and hold Client (and Client's officers, directors, employees and authorized agents) harmless of and from any and all claims or losses that Client incurs (including reasonable attorney's fees) proximately caused by the fault, negligence, misconduct or recklessness of Contractor or Contractor's officers, directors, employees, or authorized agents, or which arise from Contractor's breach of this Agreement. Notwithstanding any other provision of this Agreement, Contractor's obligation and liability to indemnify, defend and hold harmless under this Section 6.1 is limited to the insurance policies provided by Contractor pursuant to this Agreement.

6.2 To the extent permitted by law, Client agrees to defend, indemnify and hold Contractor (and Contractor's officers, directors, employees and authorized agents) harmless against any and all claims, losses and liabilities that Contractor incurs (including reasonable attorneys' fees), proximately caused by the fault, negligence, misconduct, or recklessness of Client, or Client's officers, directors, employees, or authorized agents, or which arise from Client's breach of this Agreement.

6.3 As a condition precedent to indemnification hereunder, the parties each agree to inform the other in writing within ten (10) business days of its receipt of any claim, demand, or notice for which indemnification hereunder may be sought, and to cooperate in the investigation and defense of any such claim, demand, or notice.

Article 7
Compliance

7.1 OSHA. Because Client controls the facilities in which Contract Security Employees work, it is agreed that Client is responsible for compliance with the Occupational Safety and Health Act and comparable federal and state laws and regulations there under, to the extent those laws apply to Contract Security Employees assigned to Client's facility, except as may be otherwise agreed in writing signed by the parties hereto. Any such agreement shall be included as an addendum to this Agreement.

7.2 EEO. Client and Contractor affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. Client and Contractor agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, color, national origin, age, sex, religion, disability, or other category protected by applicable law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Contract Security Employee, Client and Contractor agree to cooperate in the prompt investigation and resolution of such complaint.

7.3 FMLA. Client and Contractor agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, Client and Contractor shall cooperate in compliance with any such requirements with respect to Contract Security Employees.

Article 8
Injuries and Accidents

The Client and Contractor agree to immediately report to the other party any and all accidents and injuries involving any Contract Security Employee supplied pursuant to this Agreement and to provide any and all information and documentation as requested by the Client or the Contractor related to same.

Article 9
Records and Cooperation

Contractor and Client agree to cooperate with each other in handling and addressing any and all labor and employment matters related to Contract Security Employees supplied pursuant to this Agreement. In addition, the Contractor and the Client agree to maintain in a prudent manner, records related to and/or associated with such individuals and the parties agree to share such records and information with each other as necessary and appropriate upon the request of the Contractor and the Client and as permitted by law.

Article 10
General Conditions

10.1 Taxes. Contractor agrees to pay any and all contributions, assessments and taxes of whatever kind or nature, with the sole exception of sales and use taxes, pertaining to the compensation paid to Contract Security Employees provided to Client under this Agreement including, but not limited to, federal and state income, unemployment and social security taxes.

10.2 Confidentiality. All information obtained by the Contractor in the performance of this Agreement not in the public domain shall be considered confidential by Contractor. Contractor agrees to prevent information and data which it or its employees, agents or subcontractors obtained concerning the work, the work site, or any of Client's property, plans or operations, from being disclosed to others without the prior written consent of Client. Contractor will use the information solely for performance of the work and for no other purpose.

10.3 Assignment. Neither party may assign this Agreement or any part of its right and duties hereunder without prior written consent of the other party.

10.4 Notices. No notice required or permitted hereunder shall be valid unless given in writing and shall be deemed to have been validly given only if delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, facsimile or commercial courier to:

_____
_____
_____
_____
_____

Lofton Security Service, Inc.
9414 Interline Avenue
Baton Rouge, Louisiana 70809
Fax: (225) 928-2651
Attention: G. Bart Lofton

10.5 Waiver. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the parties. Delay in the enforcement of any remedy in the event of a breach of any term or condition, or in the exercise by either party of any right, shall not be construed as a waiver of such remedy or right.

10.6 Headings. The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

10.7 Entire Agreement and Modifications. This Agreement (with exhibits) contains the entire agreement of the parties and supersedes any and all other prior and/or contemporaneous agreements or understandings, whether written or oral, with respect to the subject matter hereof. Any amendment or modification to this agreement must be in writing and signed by both parties in order to be valid and enforceable.

10.8 Severability. If any provision of this Agreement or any amendment or modification of this Agreement is invalid and/or otherwise unenforceable, the remaining provisions of this Agreement shall remain in effect and be so construed so as to effectuate the intent and purposes of this Agreement and any amendments and/or modifications hereto.

10.9 Rights and Remedies. The rights and remedies set forth herein are cumulative and shall be in addition to any other rights and remedies available to the parties under this Agreement or otherwise at law.

10.10 Governing Law. The terms of this Agreement shall be construed in accordance with the law of the State of Louisiana.

10.11 Interpretation. If this Agreement is required to be interpreted by any person or any court, administrative agency, arbitrator or mediator, the parties desire and agree that this Agreement is to be interpreted and construed as though it was jointly drafted by the Contractor and Client.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals the day and year written below.

CLIENT:	CONTRACTOR:
_____	LOFTON SECURITY SERVICE, INC.
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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: Legislative Budgetary Control Council

Address: 900 N 3rd Street

Contact Person and Title: Clarence Russ Cheif of Security

Phone: 225-342-2197 Fax:

Email Address: russc@legis.la.gov Contract Period: 4-15-current

Scope of Work: Control access to parking @ State Capitol

REFERENCE TWO

Government/Company Name: City of Little Rock District Court

Address: 600 west Markham Little Rock, AR 72201

Contact Person and Title: Lisa Tatum

Phone: Fax:

Email Address: ltatum@littlerock.gov Contract Period: 5-17-Current

Scope of Work: Provide Security to courthouse

REFERENCE THREE

Government/Company Name: South Louisiana Community College

Address: 320 Devalcourt Street Lafayette, LA 70506

Contact Person and Title: Mike Terro Assistant Director of Security

Phone: 337-521-8914 Fax: 337-262-2100

Email Address: mike.terro@solacc.com Contract Period: 1-18-current

Scope of Work: Providing Security for Community College

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.

Lofton Security Service, Inc Bidder (Entity Name)	 Signature
851 I-10W Suite 201 Street & Mailing Address	John Jay Babin Print Name
Beaumont, TX 77701 City, State & Zip	6-8-18 Date Signed
409-833-0800 Telephone Number	409-833-0833 Fax Number
tricia@loftonstaffing.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.**

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.

_____
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.

John Jay Babin
Printed Name of Authorized Representative

John Jay Babin
Signature

Director of Security
Title

6-8-18
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: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

☑ I certify that Lofton Security Service, 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.):	20-0362716
Company Name submitting bid/proposal:	Lofton Security Service, Inc
Mailing address:	851-10W Suite 207 Beaumont, TX 77707
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

* 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 Louisian COUNTY OF Lafayette

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

"I, John Jay Babin (name) am a duly authorized officer of/agent for Lofton Security Service, Inc (name of firm) and have been duly authorized to execute the foregoing on behalf of the said Lofton Security Service, 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: Lofton Security Service, Inc
85 I-10 N Suite 201 Beaumont, TX 77707

Fax: _____ Telephone# 409-853-0803

by: John Jay Babin (print name) Title: Director of Security

Signature: [signature]

SUBSCRIBED AND SWORN to before me by the above-named John. J. Babin on this the 8 day of June, 2018.

[signature]
Notary Public in and for
the State of Louisiana

Daniel J. Gauthier
Notary Public
State of Louisiana
Bar Roll No.: 37693
My commission is issued for life.

Bidder Shall Return Completed Form with Offer.

Lofton Security

851-10 N Regent Park SUITE 207
Beaumont Tx 77707

Sealed Bid

Term Contract for Security Personnel Services
for Jefferson County Courthouse

BID NO: IFB18-009/LS Due Date: 11:00am CST Tuesday, June 12, 2018

Deborah L Clark - Purchasing Agent
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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

April 30, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse. **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 Security Personnel Services for Jefferson County Courthouse**
BID NO:	**IFB 18-009/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, June 12, 2018**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

There will be a **mandatory** pre-bid conference and walk-through at 10:00 AM CDT on Tuesday, May 15, 2018 at the Sheriff's Department Conference Room, 1001 Pearl Street, Beaumont TX, 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 L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – May 2, 2018 and May 9, 2018

IFB 18-009/YS
Term Contract for Security Personnel Services for Jefferson County Courthouse
Bids due: 11:00 AM CDT, Tuesday, June 12, 2018

Table of Contents

Table of Contents 1
Instructions to Bidders 2
General Conditions of Bidding and Terms of Contract 6
Special Requirements/Instructions 16
Minimum Specifications 20
Bidder Information Form 22
Offer to Contract Form 23
Acceptance of Offer Form 24
Bid Form 25
Signature Page 27
Conflict of Interest Questionnaire 28
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) 29
Good Faith Effort Determination Checklist 30
Notice of Intent 31
HUB Subcontracting Participation Declaration Form 32
Residence Certification/Tax Form 36
Bid Affidavit 37

Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety as well as a sample contract.
- 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 judgment 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.

6. County Holidays – 2018:

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Currency

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

19. 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.

20. Notice to Proceed/Purchase Order

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

21. 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.

22. Definitions

"County" – Jefferson County, Texas.

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

23. 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 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

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

Bidders 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)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295).

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

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

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), 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)

The contractor assumes all responsibility for their owned, lease, rented, or borrowed business and personal property.

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.

10. Mandatory Pre-Bid Conference and Walk-Through

A mandatory pre-bid conference and walk-through is scheduled for 10:00 am CDT, Tuesday, May 15, 2018 in the Sheriff's Department Conference Room, 1001 Pearl Street, Beaumont TX, 77701. This will be the only time to receive information regarding the necessary training requirements and standards as well as required uniform and equipment specifics. It will also be an opportunity to tour the Courthouse facility and the areas to be used by security officers. Please contact Major Marlon Lewis (409-835-8411) concerning arrangements for this conference.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 18-009/YS.

Scope

Jefferson County is requesting bids for Security Personnel Services for the Jefferson County Courthouse.

1. The property requiring security personnel services is the Jefferson County Courthouse, 1001 Pearl Street, Beaumont, Jefferson County, Texas 77701.

2. Hours of service requested: 7:30 a.m. to 5:00 p.m, Monday through Friday with the exception of County holidays as listed on page 3. Each security officer will be allotted 30 minutes (unpaid) for a lunch break and on rare occasions they may be required to work unscheduled overtime (as little as 15 to 30 minutes up to three hours). During Emergency Closures of the Jefferson County Courthouse, County Bailiffs will be used for security.

3. The successful bidder shall provide five (5) unarmed security officers (Texas Occupations Code 1702) for the courthouse for the above designated hours. The security officers shall be licensed by the State of Texas as a security officer. The security officers shall be assigned to pre-designated security posts and shall make their best effort to ensure unauthorized persons do not enter the Jefferson County Courthouse. If any conflict arises, said security officers will notify as soon as possible, the Courthouse Security Supervisor. In addition to keeping unauthorized persons out of the Courthouse, the security officers will:

a. Courteously and professionally direct persons entering the Courthouse to different departments in the Courthouse.

b. Identify personnel who display the proper identification badge as issued by Jefferson County and admit them without screening.

c. Courteously and professionally direct persons regarding moving through the screening site, including placing hand-carried items and packages into trays and onto the x-ray conveyor.

d. Monitor the flow of traffic through the site to ensure effective coverage with the least inconvenience to the public as possible.

e. Adequately utilize an x-ray device and upright magnetomer.

f. In the event the alarm sounds on the upright magnetomer, the security officer will either have the subject remove any remaining items from their pockets and walk through the magnetomer again or use the hand held magnetomer to conduct screening to determine the cause of the alarm.

g. Notify the Courthouse Security Captain or Supervisor when contraband, weapons, or suspected explosive device is discovered.

h. Each security officer shall be fully and neatly uniformed in attire that identifies them as security, the name of their company, as well as an identifying name badge. Security officers will be clean shaven, no visible body piercings (with the exception of earrings), and only natural hair colors.

4. Security Officer Qualifications:

a. The contractor shall not allow any employee who has been convicted of a felony crime of any degree to perform security services at the Jefferson County Courthouse.

b. The contractor will also screen all security officers for drug/alcohol abuse. The contractor shall provide documentation that shows each of the employees are drug free. Any employee under the

influence of alcohol or illegal substances shall be dismissed and no payment will be made to the contractor for the employee's services.

c. All security officers scheduled to work at the Jefferson County Courthouse, prior to working at the Courthouse will attend a course on courthouse security procedures provided by the Jefferson County Sheriff's Office Training Division.

d. All security officers shall be registered through the Texas Private Security Board. Proof of registration shall be provided to the County for each registered employee.

5. Contractor Requirements:

a. Contractor must abide by all federal, state, and local laws, rules, and regulations, including but not limited to the Federal Fair Labor Standards. In addition to all the other provisions of this contract, in order to qualify to be considered for award and to be contractually compliant after award, the contractor must be licensed under and pursuant to the Private Investigators and Private Security Agencies Act and hold a license with the State Board of Private Security.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number:	IFB 18-009/YS
IFB Title:	Term Contract for Security Personnel Services for Jefferson County Courthouse
IFB Due:	**11:00 am CDT, Tuesday, June 12, 2018**
Addendum No.:	1 (one)
Issued (Date):	June 4, 2018

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

Reason for Issuance of this addendum: Responses to Offeror questions.

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

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

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

CSM
Title of Person Signing Above

John Shackelford
Typed Name of Business or Individual

1824 Nederland Ave.
Address Nederland, TX 77627

under this Section 6.1 is limited to the insurance policies provided by Contractor pursuant to this Agreement.

To the extent permitted by law, Client agrees to defend, indemnify and hold Contractor (and Contractor's officers, directors, employees and authorized agents) harmless against any and all claims, losses and liabilities that Contractor incurs (including reasonable attorneys' fees), proximately caused by the fault, negligence, misconduct, or recklessness of Client, or Client's officers, directors, employees, or authorized agents, or which arise from Client's breach of this Agreement.

We just want to protect you from our fault and us from your fault.

A: The General Condition of Bidding and Terms of Contract will remain as originally listed in the IFB. However, Offerors may present such suggestions in the sample contract that must be submitted with completed bid. Sample contracts will be reviewed by the Sheriff's Department, Risk Management, Human Resources, and District Attorney's Office.

8. Q: Does this bid require a bid bond/surety?

A: No.

9. Q: The officers would be required to attend courthouse security procedure training. Is this training billable? How long is the training?

A: The Sheriff's Department will do the training during a normal 8 (eight) hour work day. The first official day will be a training day. Future training will occur as a scheduled work day. In lieu of working at one of the security checkpoints, the individual requiring training will attend the 8 (eight) hour training course. If during the course of the year it becomes an issue where the Sheriff's Department has to continuously train security officers due to high turnover rate, a charge of $10 per security officer (normal training rate) will be charged to the Offeror. Sheriff's Department personnel would need to be pulled from their normal duties to teach the course as well as classroom space would need to be reserved.

10. Q: The specifications talk about "Emergency/Disaster" coverage. What are the requirements for that? What are some examples?

A: Security personnel services will not be used during disaster. Insurance is required based upon specific services requested in the individual IFB.

Bidder Information Form

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

Bid Name & Number: IFB 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse

Bidder's Company/Business Name: PATRIOT SECURITY EOC

Bidder's TAX ID Number: 76-0335459

Contact Person: John Shackelford **Title:** CSM

Phone Number (with area code): (409) 519-7406

Alternate Phone Number if available (with area code): (409) 727-4944

Fax Number (with area code): (409) 722-8689

Email Address: FINANCE@PATRIOTSECURITYEOC.COM

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

1824 NEDERLAND AVE.
Address

NEDERLAND, TX 77627
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): 01 , _____, _____, _____.

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

PATRIOT SECURITY EDC
Company Name

1824 NEDERLAND AVE.
Address

NEDERLAND, TX 77627
City State Zip

Signature of Person Authorized to Sign

JOHN SHACKELFORD
Printed Name

CSM
Title

For clarification of this offer, contact:

JOHN SHACKELFORD
Name

409-519-7406 409-722-8689
Phone Fax

FINANCE@PATRIOTSECURITYEDC.COM
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Security Personnel Services for Jefferson County Courthouse. 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 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse. 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

Security Officer (5 total requested) Bid Rate $ 17.95 /Hour/Security Officer

Please attach a sample contract behind the Bid Form.

Acknowledgment of Addenda (if any):

Addendum 1 X Date Received 04 June 2018

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: MCDERMOTT

Address: 2855 Pure Atlantic Rd, Port Arthur, TX 77642

Contact Person and Title: Robert Kreamer Security Manager

Phone: 346-773-6038 Fax:

Email Address: Robert.Kreamer@mcdermott.com Contract Period: 7-28-2017 – Present

Scope of Work: Secure MTSA facility construction site

REFERENCE TWO

Government/Company Name: Golden Pass LNG

Address: 3752 S. Gulfway, Sabine Pass, TX 77655

Contact Person and Title: Kevin Westmoreland Facility and Company Security Officer

Phone: 409-971-4203 Fax:

Email Address: Kevin.Westmoreland@gPterminal.com Contract Period:

Scope of Work: Secure MTSA regulated facility

REFERENCE THREE

Government/Company Name: Port of Beaumont

Address: 1225 Main St. Beaumont TX 77701

Contact Person and Title: Kim Spikes Facility Security Officer

Phone: 409 835-5367 Fax: 409-835-0512

Email Address: K@e Port of beaumont.com Contract Period: Sep 1998 – Present

Scope of Work: Secure MTSA Regulated Facility

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.

PATRIOT SECURITY EDC Bidder (Entity Name)	 Signature
1824 NEDERLAND AVE. Street & Mailing Address	JOHN SHACKELFORD Print Name
NEDERLAND, TX 77627 City, State & Zip	6/11/2018 Date Signed
409-727-4944 Telephone Number	409-722-8689 Fax Number

FINANCE@PATRIOTSECURITYEDC.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.**

PATRIOT SECURITY FDC

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

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

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

6-11-18
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

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: 6/7/2016

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.** NOT NEEDED FOR THIS PROJECT

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.

John Shackelford
Printed Name of Authorized Representative

Signature

CSM
Title

6-11-18
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: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder 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): John Shackelford

Title: CSM

Signature: [signature]

Date: 6/11/2018

E-mail address: finance@patriotsecurityedc.com

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

Name (print or type): Lynette Miller

Title: Finance Director

Date: 6/11/2018

E-mail address: finance@patriotsecurityedc.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 PATRIOT SECURITY EOC [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.):	76-0335459
Company Name submitting bid/proposal:	PATRIOT SECURITY EOC
Mailing address:	1824 NEDERLAND AVE. NEDERLAND, TX 77627
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF TEXAS COUNTY OF JEFFERSON

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

on this day personally appeared John Shackelford (name), who

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

"I, John Shackelford (name) am a duly authorized officer of/agent

for Patriot Security EOC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Patriot Security EOC (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: Patriot Security EOC

1824 Nederland Ave. Nederland, TX 77627

Fax: 409-722-8089 Telephone# 409-727-4944

by: John Shackelford (print name) Title: COM

Signature: John Shackelford

SUBSCRIBED AND SWORN to before me by the above-named

John Shackelford on

this the 11th day of June, 2018.

LYNETTE J. MILLER
My Notary ID # 128625767
Expires August 28, 2020

Lynette J. Miller
Notary Public in and for
the State of TEXAS

Bidder Shall Return Completed Form with Offer.

PATRIOT SECURITY EOC
1824 NEDERLAND AVE.
NEDERLAND, TX 77627

JEFFERSON COUNTY PURCHASING DEPARTMENT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TX 77701

BID NAME: TERM CONTRACT FOR SECURITY PERSONNEL SERVICES FOR JEFFERSON CO. COURTHOUSE
BID NO: IFB 18-009/YS
DUE DATE/TIME: 11:00 AM CDT, TUESDAY, JUNE 12,2018

RECEIVED 12:32 PM JUN 11 2018

ORIGINALS

Personal Protection Services

PPS IX Security Services LLC

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
April 30, 2018

Date: 6/2/2018

BID NAME: Term Contract for Security Personnel Services for Jefferson County Courthouse
BID NO: IFB 18-009/YS

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

Kenneth N Wyatt (Owner)
PPS IX Security Services LLC
PPO SA/STG CVI / PI / FFL (ATF Licensed / TWIC
Executive Operations Manager
"Your body cannot go, where your mind has not been".
Mobile: 940-577-2279
FAX 972-527-2249

"Every time Justice Prevails, Society is Confirmed and Magnified"

"It is not enough that we do our best; sometimes we must do what is required."
— Winston Churchill

Veterans: Psalm 144:1 Of David. "Blessed be the Lord, my rock, who trains my hands for war, and my fingers for battle"

Personal Protection Services

PPS IX Security Services LLC

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

April 30, 2018

Date: 6/2/2018

INCLUDED: One (1) original bid copy to include a completed copy of this specifications packet, in its entirety as well as a sample contract.

BID NAME: Term Contract for Security Personnel Services for Jefferson County Courthouse
BID NO: IFB 18-009/YS

Submitted by: PPS IX Security Services LLC

Owner: Kenneth Wyatt

Owner: Kevin Thomas

HUB / DBE / MBE / VOSB / CVI / PPO / PI / ATF-FFL

MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

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

April 30, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse. **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 Security Personnel Services for Jefferson County Courthouse**
BID NO:	**IFB 18-009/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, June 12, 2018**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

There will be a **mandatory** pre-bid conference and walk-through at 10:00 AM CDT on Tuesday, May 15, 2018 at the Sheriff's Department Conference Room, 1001 Pearl Street, Beaumont TX, 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 L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – May 2, 2018 and May 9, 2018

IFB 18-009/YS
Term Contract for Security Personnel Services for Jefferson County Courthouse
Bids due: 11:00 AM CDT, Tuesday, June 12, 2018

Table of Contents

Table of Contents 1
Instructions to Bidders 2
General Conditions of Bidding and Terms of Contract 6
Special Requirements/Instructions 16
Minimum Specifications 20
Bidder Information Form 22
Offer to Contract Form 23
Acceptance of Offer Form 24
Bid Form 25
Signature Page 27
Conflict of Interest Questionnaire 28
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) 29
Good Faith Effort Determination Checklist 30
Notice of Intent 31
HUB Subcontracting Participation Declaration Form 32
Residence Certification/Tax Form 36
Bid Affidavit 37

Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety as well as a sample contract.
- 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 judgment 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.

6. County Holidays – 2018:

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Currency

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

19. 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.

20. Notice to Proceed/Purchase Order

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

21. 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.

22. Definitions

"County" – Jefferson County, Texas.

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

23. 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 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

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) 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.

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.

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

Bidders 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)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295).

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

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

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), 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)

The contractor assumes all responsibility for their owned, lease, rented, or borrowed business and personal property.

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.

10. Mandatory Pre-Bid Conference and Walk-Through

A mandatory pre-bid conference and walk-through is scheduled for 10:00 am CDT, Tuesday, May 15, 2018 in the Sheriff's Department Conference Room, 1001 Pearl Street, Beaumont TX, 77701. This will be the only time to receive information regarding the necessary training requirements and standards as well as required uniform and equipment specifics. It will also be an opportunity to tour the Courthouse facility and the areas to be used by security officers. Please contact Major Marlon Lewis (409-835-8411) concerning arrangements for this conference.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 18-009/YS.

Scope

Jefferson County is requesting bids for Security Personnel Services for the Jefferson County Courthouse.

1. The property requiring security personnel services is the Jefferson County Courthouse, 1001 Pearl Street, Beaumont, Jefferson County, Texas 77701.

2. Hours of service requested: 7:30 a.m. to 5:00 p.m, Monday through Friday with the exception of County holidays as listed on page 3. Each security officer will be allotted 30 minutes (unpaid) for a lunch break and on rare occasions they may be required to work unscheduled overtime (as little as 15 to 30 minutes up to three hours). During Emergency Closures of the Jefferson County Courthouse, County Bailiffs will be used for security.

3. The successful bidder shall provide five (5) unarmed security officers (Texas Occupations Code 1702) for the courthouse for the above designated hours. The security officers shall be licensed by the State of Texas as a security officer. The security officers shall be assigned to pre-designated security posts and shall make their best effort to ensure unauthorized persons do not enter the Jefferson County Courthouse. If any conflict arises, said security officers will notify as soon as possible, the Courthouse Security Supervisor. In addition to keeping unauthorized persons out of the Courthouse, the security officers will:

a. Courteously and professionally direct persons entering the Courthouse to different departments in the Courthouse.

b. Identify personnel who display the proper identification badge as issued by Jefferson County and admit them without screening.

c. Courteously and professionally direct persons regarding moving through the screening site, including placing hand-carried items and packages into trays and onto the x-ray conveyor.

d. Monitor the flow of traffic through the site to ensure effective coverage with the least inconvenience to the public as possible.

e. Adequately utilize an x-ray device and upright magnetomer.

f. In the event the alarm sounds on the upright magnetomer, the security officer will either have the subject remove any remaining items from their pockets and walk through the magnetomer again or use the hand held magnetomer to conduct screening to determine the cause of the alarm.

g. Notify the Courthouse Security Captain or Supervisor when contraband, weapons, or suspected explosive device is discovered.

h. Each security officer shall be fully and neatly uniformed in attire that identifies them as security, the name of their company, as well as an identifying name badge. Security officers will be clean shaven, no visible body piercings (with the exception of earrings), and only natural hair colors.

4. Security Officer Qualifications:

a. The contractor shall not allow any employee who has been convicted of a felony crime of any degree to perform security services at the Jefferson County Courthouse.

b. The contractor will also screen all security officers for drug/alcohol abuse. The contractor shall provide documentation that shows each of the employees are drug free. Any employee under the

influence of alcohol or illegal substances shall be dismissed and no payment will be made to the contractor for the employee's services.

c. All security officers scheduled to work at the Jefferson County Courthouse, prior to working at the Courthouse will attend a course on courthouse security procedures provided by the Jefferson County Sheriff's Office Training Division.

d. All security officers shall be registered through the Texas Private Security Board. Proof of registration shall be provided to the County for each registered employee.

5. Contractor Requirements:

a. Contractor must abide by all federal, state, and local laws, rules, and regulations, including but not limited to the Federal Fair Labor Standards. In addition to all the other provisions of this contract, in order to qualify to be considered for award and to be contractually compliant after award, the contractor must be licensed under and pursuant to the Private Investigators and Private Security Agencies Act and hold a license with the State Board of Private Security.

PPSIX SECURITY SERVICE LLC

STATEMENT OF UNDERSTANDING

NOTE:

ANY SUPPORT REQUIREMENTS IN THE BID THAT ARE NOT MET AT THIS TIME WILL BE UP GRADED TO MEET OR EXCEED THE REQUIREMENTS (IE. INSURANCE)

Thank you for your understanding

Kenneth N Wyatt (Owner)
PPS IX Security Services LLC
PPO SA/STG CVI / PI / FFL (ATF Licensed / TWIC
Executive Operations Manager
17762 Preston Road, Suite 106, Dallas Tx 75252
https://www.ppsix.com
"Your body cannot go, where your mind has not been"
Mobile: 940-577-2279
FAX 972-527-2249

"Every time Justice Prevails, Society is Confirmed and Magnified"

"It is not enough that we do our best; sometimes we must do what is required."
— Winston Churchill

Veterans: Psalm 144:1 Of David. "Blessed be the Lord, my rock, who trains my hands for war, and my fingers for battle"

Bidder Information Form

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

Bid Name & Number: IFB 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse

Bidder's Company/Business Name: __PPS IX Security Services LLC_____

Bidder's TAX ID Number: ____473418166_____

Contact Person: ___Kenneth Wyatt_____ **Title:** ____Owner_____

Phone Number (with area code): ___940-577-2279_____

Alternate Phone Number if available (with area code):___N/A_____

Fax Number (with area code):_____972-527-2249_____

Email Address:
_____Kenneth.Wyatt@ppsix.com_____

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

_2300 McDermott Road Suite 200-109_____
Address
_Plano, Texas 75025_____
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:

PPS IX Security Services LLC
Company Name

17762 Preston Road Suite 106
Address

Dallas , Texas, 75252
City State Zip

Signature of Person Authorized to Sign

Kenneth Wyatt
Printed Name

Owner
Title

For clarification of this offer, contact:

Kenneth Wyatt
Name

940-577-2279 972-527-2249
Phone Fax

Kenneth.Wyatt@ppsix.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Security Personnel Services for Jefferson County Courthouse. 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 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse. 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

Security Officer (5 total requested) Bid Rate $__18.50_____/Hour/Security Officer

Please attach a sample contract behind the Bid Form.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

SECURITY SERVICES CONTRACT

THIS AGREEMENT is made and entered into as of the TBD Day of TBD, 2018 by and between JEFFERSON COUNTY (the "Client") and
[name of parish or agency]
PPS IX Security Services LLC (the "Contractor").
[name of security firm]

WHEREAS, the Contractor is engaged in the business of providing security services, and

WHEREAS, the Client requires the services of a security firm for an event which it plans to hold.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Client engages the Contractor to provide security services under the following terms and conditions:

1. The Contractor shall furnish security guard(s) (the "Guard(s)") at the premises located at Jefferson County Courthouse
[address of event]
(the "Premises"). The Guard(s) will be in uniform and unarmed. They will provide security to persons and property at the Premises. All services shall be performed in accordance with applicable laws and ordinances.

2. The event for which security services will be provided by the Contractor pursuant to this Agreement will be Per said Bid Number IFB 18-009/YS
[describe event]
(As stated in the said Bid Number IFB 18-009/YS)
for which security services will be provided from TBD to
[date and time]
TBD.
[date and time]

3. The Contractors shall provide 5 Unarmed Guard(s) during the time period set forth in paragraph 2 above.

4. The Client shall compensate the Contractor at the rate of 18.50 per hour for each Guard on duty. Invoices shall be mailed to the Client at the following address: (Please print)

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

An interest rate of one and one-half percent (N/A) per month, or such lower maximum percentage as may be allowed by law, will be added to all invoices not paid within thirty (30) days of receipt.

5. The Guard(s) shall be employees of the Contractor. The Contractor shall be responsible for the hiring, supervision, scheduling and compensation of the Guard(s). The Guard(s) shall not for any purpose be deemed to be employees of the Client.

6. The Contractor agrees to indemnify and hold harmless the Client, its affiliates, officers, directors, employees and agents from all liability and damages, including cost of defense and reasonable attorneys' fees, which it or they may incur as a result of injury or damages sustained by any person arising out of the negligence or misconduct of the Contractor, its employees or agents. The liability of the Contractor to the Client, its affiliates, officers, directors, employees and agents shall be limited to One Million Dollars ($1,000,000.00) per occurrence, with a Two Million Dollar ($2,000,000.00) annual aggregate.

7. The Contractor shall maintain comprehensive general liability insurance on an occurrence basis, covering itself and its employees performing services pursuant to this Agreement in the minimum amounts of One Million Dollars ($1,000,000.00) per occurrence, with a Two Million Dollar ($2,000,000.00) annual aggregate, with coverage for contractual liability. The Contractor shall also maintain workers' compensation insurance for its employees. Prior to the performance of services pursuant to this Agreement, the Contractor or its insurer will provide the Client with a Certificate of Insurance showing that such coverages are in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT:	CONTRACTOR:
_____	_____
By: _____	By: _____
Date: _____	Date: _____

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: St. Moritz Security

Address: 4600 Clairton Blvd, Pittsburgh, PA 15236

Contact Person and Title: Ms. Margie Streets

Phone: 888.888.8958 Fax: 412.885.3740

Email Address: mstreets@smssi.com Contract Period: 8 Months

Scope of Work: Autozone Retail Security / Jewelry Courier

REFERENCE TWO

Government/Company Name: Crossland Land Hotel

Address: 17425 Dallas Pkwy, Dallas, TX 75287

Contact Person and Title: Ms. Maretta Wilson - General Manager

Phone: 214.854.6194 Fax: N/A

Email Address: Maretta.Wilson@gmail.com Contract Period: 2 years 5 Months

Scope of Work: Guard Office, Patrol area, Work with Local Law Enforcement ID Suspects

REFERENCE THREE

Government/Company Name: Llillibridge health care texas

Address: 5308 W Plano Pkwy, Plano, TX 75093

Contact Person and Title: Ms. Joanne Kerrigan - Facilities Manager

Phone: 214.663.4761 Fax: N/A

Email Address: kerriganhere@msn Contract Period: 1.7 Years

Scope of Work: Access control, CCTV Surveillance, Area Patrol (Foot and Vehicle), Night Watch

Bidder Shall Return Completed Form with Offer.

Signature Page

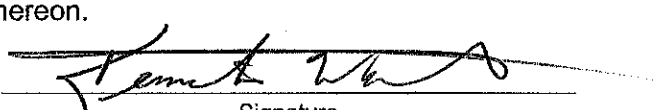
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

PPS IX Security Services LLC	
Bidder (Entity Name)	Signature
2300 McDermott Road	Kenneth Wyatt
Street & Mailing Address	Print Name
Dallas, Texas 75252	06/12/2018
City, State & Zip	Date Signed
940-577-2279	972-527-2249
Telephone Number	Fax Number
Kenneth.Wyatt@ppsix.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 PPS IX Security has no Government Relationships

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.

4

Signature of vendor doing business with the governmental entity — 06/12/2018 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**

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).**

Date Gift Accepted N/A Description of Gift _____

Date Gift Accepted N/A Description of Gift _____

Date Gift Accepted N/A 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.

ANTONIO STUBBS
Notary Public, State of Texas
Comm. Expires 04-20-2022
Notary ID 131536139

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Antonio Stubbs, this the 4 day of June, 20 18, to certify which, witness my hand and seal of office.

Signature of officer administering oath — Antonio Stubbs — Printed name of officer administering oath — Texas Public Notary — 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.** PPS IX Security Services LLC is a HUB Company

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.

Kenneth Wyatt
Printed Name of Authorized Representative

Signature

Owner
Title

06/12/2018
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: PPS IX Security Services LLC HUB: p Yes p No HUB # 1473418166300

Address: 17762 Preston Road (Street) Suite 106 Dallas (City) Texas (State) 75252 (Zip)

Phone (with area code): 940-577-2279 Fax (with area code): 972-527-2249

Project Title & No.: IFB 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse

Prime Contract Amount: $ 100 % PPS IX SECURITY SERVICES LLC will be self-performing as a HUB.

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

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

Address: N/A (Street) (City) (State) (Zip)

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

Kenneth Wyatt		06/12/2018
Printed Name of Contractor Representative	Signature of Representative	Date
Kenneth Wyatt		06/12/2018
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: PPS IX Security Services LLC HUB: ☒ Yes ☐ No

HUB Status (Gender & Ethnicity): Male / Black / VOSB / DBE / MBE

Address: 17762 Preston Road (Street) Suite 106 Dallas (City) Texas (State) 75252 (Zip)

Phone (with area code): 940-577-2279 Fax (with area code): 972-527-2249

Project Title & No.: Term Contract for Security Personnel Services for Jefferson County Courthouse IFB/RFP No.: IFB 18-009/YS

Total Contract: $ 100% Total HUB Subcontract(s): $ N/A

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

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

Address: N/A (Street) (City) (State) (Zip)

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

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

Address: N/A
Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

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

Address: N/A
Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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: N/A
Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

Subcontractor Name: N/A

Address: N/A
Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Subcontractor Name: N/A

Address: N/A
Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: %

Description of Subcontract Work to be Performed: N/A

Subcontractor Name: N/A

Address: N/A
Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

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

Name (print or type): Kenneth Wyatt

Title: Owner

Signature:

Date: 6/13/2018

E-mail address: Kenneth.Wyatt@ppsix.com

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

Name (print or type): Kenneth Wyatt

Title: Owner

Date: 06/12/2018

E-mail address: Kenneth.Wyatt@ppsix.com

Bidder Shall Return Completed Form with Offer.

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

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

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1473418166300**
File/Vendor Number:	**493260**
Approval Date:	**16-MAY-2018**
Scheduled Expiration Date:	**16-MAY-2022**

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

PPS IX SECURITY SERVICES LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 18-MAY-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/16

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 Kenneth Wyatt - PPS IX Security Services LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	473418166
Company Name submitting bid/proposal:	PPS IX Security Services LLC
Mailing address:	2300 McDermott Road, Suite 200-109 Plano, Texas 75025
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.

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 Collin

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

on this day personally appeared _____, who
(name)

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

"I, Kenneth Wyatt (name) am a duly authorized officer of/agent

for PPS IX Security Services LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said PPS IX Security Services 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: Kenneth Wyatt
7321 Augusta Circle, Plano, Texas 75025

Fax: 972-527-2249 Telephone# 940-577-2279

by: Kenneth Wyatt (print name) Title: Owner

Signature: _____

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

this the 4 day of June, 2018.

ANTONIO STUBBS
Notary Public, State of Texas
Comm. Expires 04-20-2022
Notary ID 131638139

_____
Notary Public in and for
the State of TX

Bidder Shall Return Completed Form with Offer.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/30/2018

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 Venture Pacific Insurance Services, Inc. 111 Corporate Drive Suite 200 Ladera Ranch, CA 92694 www.venturepacificinsurance.com Lic# 0D10299	CONTACT NAME: Tracy Mullins PHONE (A/C, No, Ext): 949-421-3540 FAX (A/C, No): 949-297-4911 E-MAIL ADDRESS: TMullins@vpisrisk.com
INSURED PPS IX Security Services, LLC 17762 PRESTON RD STE 106 Dallas TX 75252	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Allied World Surplus Lines Insurance Co — 24319 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 42205954 **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	✓ COMMERCIAL GENERAL LIABILITY			5200149602	8/6/2017	8/6/2018	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	✓ Error & Omission						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	☐ 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 Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						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)

Certificate holder is named as additional Insured as required by written contract per attached endorsement.

CERTIFICATE HOLDER

Jefferson County
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

James Barton

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/28/2017

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	CONTACT NAME: Keith McNamara	
Keith McNamara 2113 E Arapaho Rd Richardson, TX 75081	PHONE (A/C, NO, EXT): (469) 802-6595	FAX (A/C, NO): (972) 468-6997
	E-MAIL ADDRESS: kmcnamara@farmersagent.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
PPS IX Security Services LLC 17762 Preston Rd. Ste 106 Dallas, TX 75252	INSURER A: Texas Mutual Insurance Company	22945
	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 NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0002002608	08/29/2017	08/29/2018	☒ PER STATUTE ☐ OTHER	$
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
St. Moritz Security Services, Inc. 811 South Central Expressway #303 Richardson, TX 75080	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

ACORD 25 (2016/03)
©1988-2015 ACORD CORPORATION. All Rights Reserved
31-1769 11-15
The ACORD name and logo are registered marks of ACORD

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:
2018-360645
Date Filed:
05/30/2018
Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
PPS IX Security Services LLC
Dallas, TX 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 Courthouse

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 18-009/YS
Unarmed Security Guard Services (5)

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 KENNETH WYATT, and my date of birth is 1/31/1957.

My address is 17762 PRESTON ROAD 106 (street) DALLAS (city) TX (state) 75252 (zip code) COLLIN (country).

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

Executed in Collin County, State of TX, on the 30 day of May (month), 20 18 (year).

ANTONIO STUBBS
Notary Public, State of Texas
Comm. Expires 04-20-2022
Notary ID 131638139

Signature of authorized agent of contracting business entity
(Declarant)

372

Ex[illegible] Urgent

This envelope is for use with the following services:

UPS Worldwide Express℠
UPS 2nd Day Air®

Apply shipping documents on this side.

Do not use this envelope for:

UPS Ground
UPS Standard
UPS 3 Day Select®
UPS Worldwide Expedited®

Visit **theupsstore.com** to learn more about our Print & Business Services.

isit th[illegible]
o fin[illegible]

omes[illegible]
To qualify [illegible] ain
correspondence[illegible] d must
weigh 8 oz. or less. [illegible]ner than
those listed or weighing [illegible]ight.

nternational Shipments
The UPS Express Envelope may be [illegible] ments of no commercial
value. Certain countries consider electr[illegible] s documents. Visit
ups.com/importexport to verify if your ship[illegible] s classified as a document.

To qualify for the Letter rate, the UPS Express Envelope must weigh 8 oz. or less. UPS Express Envelopes weighing more than 8 oz. will be billed by weight.

lote: Express Envelopes are not recommended for shipments of electronic media ontaining sensitive personal information or breakable items. Do not send cash r cash equivalent.

UPS® (1-800-742-5877)

RECEIVED 04 JUN 2018

RECEIVED 04 JUN 2018

STORE3858@THEUPSSTORE.COM
(972) 747-1623
THE UPS STORE #3858
STE 200
2300 MCDERMOTT RD
PLANO TX 75025-7017

2.0 LBS LTR 1 OF
SHP WT: 2 LBS
DATE: 04 JUN 2018

SHIP ATTN BID NO IFB 18-009/YS
TO: JEFFERSON COUNTY PURCHASING DEPT.
1ST FLOOR
1149 PEARL STREET
BEAUMONT TX 77701

BEAUMONT TX 777 0-01

UPS NEXT DAY AIR 1
TRACKING #: 1Z A57 08W 01 0450 4560

BILLING: P/P

ISH 13.00H 22P 460 99.6U 04/2018

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.

Serving you for more than 100 years
United Parcel Service.

[illegible] and/or conditions established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air (the "Warsaw Convention") and/or

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

April 30, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse. **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 Security Personnel Services for Jefferson County Courthouse**
BID NO:	**IFB 18-009/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, June 12, 2018**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

There will be a **mandatory** pre-bid conference and walk-through at 10:00 AM CDT on Tuesday, May 15, 2018 at the Sheriff's Department Conference Room, 1001 Pearl Street, Beaumont TX, 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 – May 2, 2018 and May 9, 2018

IFB 18-009/YS
Term Contract for Security Personnel Services for Jefferson County Courthouse
Bids due: 11:00 AM CDT, Tuesday, June 12, 2018

Table of Contents

Table of Contents 1
Instructions to Bidders 2
General Conditions of Bidding and Terms of Contract 6
Special Requirements/Instructions 16
Minimum Specifications 20
Bidder Information Form 22
Offer to Contract Form 23
Acceptance of Offer Form 24
Bid Form 25
Signature Page 27
Conflict of Interest Questionnaire 28
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) 29
Good Faith Effort Determination Checklist 30
Notice of Intent 31
HUB Subcontracting Participation Declaration Form 32
Residence Certification/Tax Form 36
Bid Affidavit 37

Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety as well as a sample contract.
- 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 judgment 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.

6. County Holidays – 2018:

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Currency

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

19. 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.

20. Notice to Proceed/Purchase Order

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

21. 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.

22. Definitions

"County" – Jefferson County, Texas.

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

23. 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 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

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

Bidders 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)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295).

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

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

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), 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)

The contractor assumes all responsibility for their owned, lease, rented, or borrowed business and personal property.

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.

10. Mandatory Pre-Bid Conference and Walk-Through

A mandatory pre-bid conference and walk-through is scheduled for 10:00 am CDT, Tuesday, May 15, 2018 in the Sheriff's Department Conference Room, 1001 Pearl Street, Beaumont TX, 77701. This will be the only time to receive information regarding the necessary training requirements and standards as well as required uniform and equipment specifics. It will also be an opportunity to tour the Courthouse facility and the areas to be used by security officers. Please contact Major Marlon Lewis (409-835-8411) concerning arrangements for this conference.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 18-009/YS.

Scope

Jefferson County is requesting bids for Security Personnel Services for the Jefferson County Courthouse.

1. The property requiring security personnel services is the Jefferson County Courthouse, 1001 Pearl Street, Beaumont, Jefferson County, Texas 77701.

2. Hours of service requested: 7:30 a.m. to 5:00 p.m, Monday through Friday with the exception of County holidays as listed on page 3. Each security officer will be allotted 30 minutes (unpaid) for a lunch break and on rare occasions they may be required to work unscheduled overtime (as little as 15 to 30 minutes up to three hours). During Emergency Closures of the Jefferson County Courthouse, County Bailiffs will be used for security.

3. The successful bidder shall provide five (5) unarmed security officers (Texas Occupations Code 1702) for the courthouse for the above designated hours. The security officers shall be licensed by the State of Texas as a security officer. The security officers shall be assigned to pre-designated security posts and shall make their best effort to ensure unauthorized persons do not enter the Jefferson County Courthouse. If any conflict arises, said security officers will notify as soon as possible, the Courthouse Security Supervisor. In addition to keeping unauthorized persons out of the Courthouse, the security officers will:

a. Courteously and professionally direct persons entering the Courthouse to different departments in the Courthouse.

b. Identify personnel who display the proper identification badge as issued by Jefferson County and admit them without screening.

c. Courteously and professionally direct persons regarding moving through the screening site, including placing hand-carried items and packages into trays and onto the x-ray conveyor.

d. Monitor the flow of traffic through the site to ensure effective coverage with the least inconvenience to the public as possible.

e. Adequately utilize an x-ray device and upright magnetomer.

f. In the event the alarm sounds on the upright magnetomer, the security officer will either have the subject remove any remaining items from their pockets and walk through the magnetomer again or use the hand held magnetomer to conduct screening to determine the cause of the alarm.

g. Notify the Courthouse Security Captain or Supervisor when contraband, weapons, or suspected explosive device is discovered.

h. Each security officer shall be fully and neatly uniformed in attire that identifies them as security, the name of their company, as well as an identifying name badge. Security officers will be clean shaven, no visible body piercings (with the exception of earrings), and only natural hair colors.

4. Security Officer Qualifications:

a. The contractor shall not allow any employee who has been convicted of a felony crime of any degree to perform security services at the Jefferson County Courthouse.

b. The contractor will also screen all security officers for drug/alcohol abuse. The contractor shall provide documentation that shows each of the employees are drug free. Any employee under the

influence of alcohol or illegal substances shall be dismissed and no payment will be made to the contractor for the employee's services.

c. All security officers scheduled to work at the Jefferson County Courthouse, prior to working at the Courthouse will attend a course on courthouse security procedures provided by the Jefferson County Sheriff's Office Training Division.

d. All security officers shall be registered through the Texas Private Security Board. Proof of registration shall be provided to the County for each registered employee.

5. Contractor Requirements:

a. Contractor must abide by all federal, state, and local laws, rules, and regulations, including but not limited to the Federal Fair Labor Standards. In addition to all the other provisions of this contract, in order to qualify to be considered for award and to be contractually compliant after award, the contractor must be licensed under and pursuant to the Private Investigators and Private Security Agencies Act and hold a license with the State Board of Private Security.

Bidder Information Form

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

Bid Name & Number: IFB 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse

Bidder's Company/Business Name: C.J.T. Enterprises Inc. dba Southern Comfort Security Services.

Bidder's TAX ID Number: TX I.D.# 76-0642328

Contact Person: Melvyn C. Batiste **Title:** President

Phone Number (with area code): 713-981-7224 (w)

Alternate Phone Number if available (with area code): 713-498-3600 (c)

Fax Number (with area code): 713-981-7159

Email Address: mcbatsoucom@cs.com

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

Address n/a

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): 1 (one), _____, _____, _____.

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

C.J.T. Enterprises, Inc
Company Name

10101 Fondren Rd. #256
Address

Houston TX 77096
City State Zip

mcbatsou
Signature of Person Authorized to Sign

Melvyn C. Batiste
Printed Name

President
Title

For clarification of this offer, contact:

Melvyn C. Batiste
Name

713-498-3600 713-981-7159
Phone Fax

mcbatsou@com@cs.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Security Personnel Services for Jefferson County Courthouse. 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 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse. 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

Security Officer (5 total requested) Bid Rate $ 17.56 /Hour/Security Officer

Please attach a sample contract behind the Bid Form.

Acknowledgment of Addenda (if any):

Addendum 1 ✓ Date Received 06-04-18

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 18-009/YS

IFB Title: Term Contract for Security Personnel Services for Jefferson County Courthouse

IFB Due: **11:00 am CDT, Tuesday, June 12, 2018**

Addendum No.: 1 (one)

Issued (Date): June 4, 2018

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

Reason for Issuance of this addendum: Responses to Offeror questions.

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

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

ATTEST:

Melvyn C. Batiste
Witness

Witness

Approved by ____ Date: 6-11-18

Authorized Signature (Bidder)

President
Title of Person Signing Above

C.J.T Enterprises, Inc.
Typed Name of Business or Individual

10101 Fondren Rd #256
Address Hou. Tx. 77096

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: Doubletree Hotel (Lovefield) Dallas

Address: 3300 Mockingbird Ln. Dallas, Tx. 75235

Contact Person and Title: Jeremy Millar G.M

Phone: 214-654-1001 Fax: 214-654-1186

Email Address: Jmillar@doubletree1f.com Contract Period: yearly options (18 yrs)

Scope of Work: Unarmed on-site security, monitoring lobby, hallways (8 Floors) and Parking Lot Patrols.

REFERENCE TWO

Government/Company Name: Tx. Dept of Housing + Community Affairs

Address: 221 E. 11th St. Austin, Tx. 78701

Contact Person and Title: Julie Dumbeck (Mgr of Purchasing/Staff Services

Phone: 512-475-3984 Fax: 512-475-2672

Email Address: julie_dumbeck@tdhca-state.tx.us Contract Period: yearly options (3 yrs)

Scope of Work: officer sign in vendors + visitors to the downtown building + control the reception area. (Armed)

REFERENCE THREE

Government/Company Name: Petronash Americas, LLC.

Address: 12633 Reed Rd. Sugarland, Tx. 77478

Contact Person and Title: Pradeep (Patrick) Chandna (Side Supv.)

Phone: 713-518-6055 Fax:

Email Address: Pradeep.chandna@Petronash.com Contract Period: March 2014 Thru June 2018 Present

Scope of Work: unarmed officer control entry to property and patrol the entire warehouse property, to prevent vandalism + illegal entry.

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.

C.J.T. Enterprises, Inc. dba Southern Comfort Security Serv.
Bidder (Entity Name)

Signature

10101 Fondren Rd. #256
Street & Mailing Address

Melvyn C. Batiste
Print Name

Houston, Tx. 77096
City, State & Zip

06-11-18
Date Signed

713-981-7224
Telephone Number

713-981-7159
Fax Number

mcbatsoucom@cs.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.**

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 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.

n/A

4

n/A
Signature of vendor doing business with the governmental entity

6-11-18
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** 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**

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 n/A

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 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.

Melvyn C. Batiste
Printed Name of Authorized Representative

Signature

President
Title

06/11/18
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: _____

Melvyn C. Batiste	mcb	06/11/18
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: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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): Melvyn C. Batiste

Title: President

Signature: [signature]

Date: 06/11/18

E-mail address: mcbatsoucom@cs.com

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

Name (print or type): Melvyn C. Batiste

Title: President

Date: 06/11/18

E-mail address: mcbatsoucom@cs.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 C.J.T. Enterprises, 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.):	76-0642328
Company Name submitting bid/proposal:	C.J.T. Enterprises, Inc.
Mailing address:	10101 Fondren Rd. #256 Houston, Tx 77096
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
	n/a

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Harris

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

on this day personally appeared Melvyn Charles Batiste (name), who

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

"I, Melvyn Charles Batiste (name) am a duly authorized officer of/agent

for C.J.T. Enterprises Inc dBA (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said C.J.T. Enterprises Inc. DBA (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: CJT Enderprises, Inc.
10101 Fondren Rd #256 Houston Tx 77096

Fax: 713-981-7159 Telephone# 713-981-7224

by: Melvyn C. Batiste (print name) Title: President

Signature: [signature]

SUBSCRIBED AND SWORN to before me by the above-named Melvyn Charles Batiste on

this the 6th day of June, 2018.

YVONNE GONZALES
Notary Public, State of Texas
Comm. Expires 06-29-2021
Notary ID 131191994

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

Bidder Shall Return Completed Form with Offer.

C.J.T. Enterprises, Inc. dba
Southern Comfort Security Serv.
10101 Fondren Rd. #256
Houston, Texas
77096

ORIGIN ID:SGRA (713) 498-3600
C.J.T. ENTERPRISES, INC.
DBA SOUTHERN COMFORT SECURITY
10101 FONDREN RD
STE 256
HOUSTON, TX 77096
UNITED STATES US

SHIP DATE: 11JUN18
ACTWGT: 1.10 LB
CAD: 6991393/SSFO1904
DIMS: 13x10x1 IN

BILL CREDIT CARD

TO ATTN: YEA-MEI SAUER
JEFFERSON COUNTY PURCHASING DEPT.
1149 PEARK ST. 1ST FLOOR

BEAUMONT TX 77701

(409) 835-8593 REF:
INV:
PO: DEPT:

FedEx Express

TRK# 0201 7813 7290 3909

TUE - 12 JUN 8:30A
FIRST OVERNIGHT

43 BPTA

77701
TX-US IAH

Part # 156297-439 04/18

FO

151968 REV 7/08 RRD

FedEx First Overnight®

Sea

FedEx Express

Bid #IFR 18-BD9745

Term Co RT FO

for Je FZ

08:30

3909
06.12

dy Personnel
y Courthouse

Jefferson County Purcha
1149 Pearl St. 1st. Fl.
Beaumont, Texas
777

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

April 30, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse. **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 Security Personnel Services for Jefferson County Courthouse**
BID NO:	**IFB 18-009/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, June 12, 2018**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

There will be a **mandatory** pre-bid conference and walk-through at 10:00 AM CDT on Tuesday, May 15, 2018 at the Sheriff's Department Conference Room, 1001 Pearl Street, Beaumont TX, 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 – May 2, 2018 and May 9, 2018

IFB 18-009/YS
Term Contract for Security Personnel Services for Jefferson County Courthouse
Bids due: 11:00 AM CDT, Tuesday, June 12, 2018

Table of Contents

Table of Contents 1
Instructions to Bidders 2
General Conditions of Bidding and Terms of Contract 6
Special Requirements/Instructions 16
Minimum Specifications 20
Bidder Information Form 22
Offer to Contract Form 23
Acceptance of Offer Form 24
Bid Form 25
Signature Page 27
Conflict of Interest Questionnaire 28
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) 29
Good Faith Effort Determination Checklist 30
Notice of Intent 31
HUB Subcontracting Participation Declaration Form 32
Residence Certification/Tax Form 36
Bid Affidavit 37

Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety as well as a sample contract.
- 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 judgment 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.

6. County Holidays – 2018:

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Currency

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

19. 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.

20. Notice to Proceed/Purchase Order

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

21. 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.

22. Definitions

"County" – Jefferson County, Texas.

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

23. 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 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

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

Bidders 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)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295).

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

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

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), 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)

The contractor assumes all responsibility for their owned, lease, rented, or borrowed business and personal property.

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.

10. Mandatory Pre-Bid Conference and Walk-Through

A mandatory pre-bid conference and walk-through is scheduled for 10:00 am CDT, Tuesday, May 15, 2018 in the Sheriff's Department Conference Room, 1001 Pearl Street, Beaumont TX, 77701. This will be the only time to receive information regarding the necessary training requirements and standards as well as required uniform and equipment specifics. It will also be an opportunity to tour the Courthouse facility and the areas to be used by security officers. Please contact Major Marlon Lewis (409-835-8411) concerning arrangements for this conference.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 18-009/YS.

Scope

Jefferson County is requesting bids for Security Personnel Services for the Jefferson County Courthouse.

1. The property requiring security personnel services is the Jefferson County Courthouse, 1001 Pearl Street, Beaumont, Jefferson County, Texas 77701.

2. Hours of service requested: 7:30 a.m. to 5:00 p.m, Monday through Friday with the exception of County holidays as listed on page 3. Each security officer will be allotted 30 minutes (unpaid) for a lunch break and on rare occasions they may be required to work unscheduled overtime (as little as 15 to 30 minutes up to three hours). During Emergency Closures of the Jefferson County Courthouse, County Bailiffs will be used for security.

3. The successful bidder shall provide five (5) unarmed security officers (Texas Occupations Code 1702) for the courthouse for the above designated hours. The security officers shall be licensed by the State of Texas as a security officer. The security officers shall be assigned to pre-designated security posts and shall make their best effort to ensure unauthorized persons do not enter the Jefferson County Courthouse. If any conflict arises, said security officers will notify as soon as possible, the Courthouse Security Supervisor. In addition to keeping unauthorized persons out of the Courthouse, the security officers will:

a. Courteously and professionally direct persons entering the Courthouse to different departments in the Courthouse.

b. Identify personnel who display the proper identification badge as issued by Jefferson County and admit them without screening.

c. Courteously and professionally direct persons regarding moving through the screening site, including placing hand-carried items and packages into trays and onto the x-ray conveyor.

d. Monitor the flow of traffic through the site to ensure effective coverage with the least inconvenience to the public as possible.

e. Adequately utilize an x-ray device and upright magnetomer.

f. In the event the alarm sounds on the upright magnetomer, the security officer will either have the subject remove any remaining items from their pockets and walk through the magnetomer again or use the hand held magnetomer to conduct screening to determine the cause of the alarm.

g. Notify the Courthouse Security Captain or Supervisor when contraband, weapons, or suspected explosive device is discovered.

h. Each security officer shall be fully and neatly uniformed in attire that identifies them as security, the name of their company, as well as an identifying name badge. Security officers will be clean shaven, no visible body piercings (with the exception of earrings), and only natural hair colors.

4. Security Officer Qualifications:

a. The contractor shall not allow any employee who has been convicted of a felony crime of any degree to perform security services at the Jefferson County Courthouse.

b. The contractor will also screen all security officers for drug/alcohol abuse. The contractor shall provide documentation that shows each of the employees are drug free. Any employee under the

influence of alcohol or illegal substances shall be dismissed and no payment will be made to the contractor for the employee's services.

c. All security officers scheduled to work at the Jefferson County Courthouse, prior to working at the Courthouse will attend a course on courthouse security procedures provided by the Jefferson County Sheriff's Office Training Division.

d. All security officers shall be registered through the Texas Private Security Board. Proof of registration shall be provided to the County for each registered employee.

5. Contractor Requirements:

a. Contractor must abide by all federal, state, and local laws, rules, and regulations, including but not limited to the Federal Fair Labor Standards. In addition to all the other provisions of this contract, in order to qualify to be considered for award and to be contractually compliant after award, the contractor must be licensed under and pursuant to the Private Investigators and Private Security Agencies Act and hold a license with the State Board of Private Security.

Bidder Information Form

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

Bid Name & Number: IFB 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

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): _____, _____, _____, _____.

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

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

_____
Name

_____
Phone Fax

_____
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Security Personnel Services for Jefferson County Courthouse. 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 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse. 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

Security Officer (5 total requested) Bid Rate $_____/Hour/Security Officer

Please attach a sample contract behind the Bid Form.

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.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
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

	OFFICE USE ONLY
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.	Date Received

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.

_____
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.

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

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

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder 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_____ COUNTY OF_____

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

on this day personally appeared _____, who
(name)

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

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

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

foregoing on behalf of the said_____.
(name of firm)

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

Name and address of bidder:_____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of_____, 2018.

_____
Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

Contract No. _____

CONTRACT FOR SECURITY SERVICES
BETWEEN
STRATEGIC PROTECTION SOLUTIONS
AND
JEFFERSON COUNTY COURTHOUSE

This Contract is entered into by and between Strategic Protection Solutions (hereinafter referred to as "Contractor"), 11807 Westheimer Rd #550207, Houston, Texas 77077 and Jefferson County Courthouse (hereinafter referred to as "Client") 1001 Pearl Street, Beaumont TX, 77701.

WHEREAS, the company previously submitted a proposal in request from Jefferson County Courthouse request for armed security services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Service Location:
Jefferson County Courthouse
1001 Pearl Street,
Beaumont TX, 77701

1. **SCOPE OF SERVICES**
   A. Company will perform services in exchange for the compensation paid by Client. Under this Contract Contractor is to provide the following service: Unarmed Security Services.
   B. Services include but not limited to: Ensuring all security measures are met, maintaining the grounds of the property, observe and report, patrolling the facility continuously (foot), Security Officer visible at all times to deter criminal activity, demonstrate customer service.
   C. Company agrees to provide the services to the Client under the specific terms set out in this Contract. All equipment, software, materials and / or documentation supplied by Contractor shall always be the property of Contractor, unless otherwise agreed in writing between the parties.
   D. Contractor will arrange placement of trained and uniformed personnel with best endeavors to conduct the offered services and assist in protection of legitimate interests and items at the premises of 1001 Pearl Street, Beaumont TX, 77701 At any time, Contractor, may subcontract to ensure shifts are covered; for any purpose Company is unable to supply Officers or deliver service agreed in the Contract.
   E. Contractor have right to change personnel assigned for the Services at any time. The Client may request changes in Company's personnel, but Contractor in its sole discretion will determine any action to be taken based upon such a request. Client requests to change personnel shall be made in writing stipulating the reasons for requesting the changes.

Strategic Protection Solutions
11807 Westheimer rd. #550207
Houston TX 77077
281.533.3513
www.strategicprotection.us

Contract No. _____

Agreed Schedule
Five (5) Officer Shifts
Modified Schedules must be confirmed seven days' prior unless both parties agree otherwise.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	7:30am-5:00pm	7:30am-5:00pm	7:30am-5:00pm	7:30am-5:00pm	7:30am-5:00pm	Off

2. TERM OF CONTRACT

The terms of this Contract is for a period of two (2) years, commencing on the 29th day of June 2018.

A. For safety and security concerns additional officers will be added for larger measures, which include large crowds or any circumstance at the discretion of the Contractor to reduce security risks.
B. Client will notify Contractor regarding any discrepancies, disciplinary actions or unexpected situations pertaining to Officer or Services.
C. Contractor shall ensure security officer(s) are on time and at the proper duty location as scheduled. Security personnel are to report for duty early enough to ensure continuity of coverage, allow time for special instructions, and to be briefed on any other pertinent information that needs to be forwarded.
D. Security officers shall be performing various duties on each shift. Once individuals are trained, the same individuals shall be utilized to the extent practicable. If a new security officer is provided, Contractor shall ensure that the individual is properly trained on the Post Orders for a minimum of two (2) hours at no additional cost to Client.
E. Based on safety and security concerns, Company has the right to readjust schedule and post assignments.
F. While on duty Contractor's employees shall not receive any personal visitors at assigned duty locations to avoid any interference with performance of duties and Post Orders in accordance with the Contract.
G. No prior notice of cancellation (24hrs) shall still leave client responsible of payment of security services.

3. CHANGE IN CONDITION Client shall notify the Contractor of all adverse change regarding schedules, rate, disciplinary action, relocation, change of management, and financial condition, during the Contract term and renewal thereof. If Client experiences an adverse change during the term of the Contract or any extension thereof, Client shall notify the Contractor in writing of such change at the time the change occurs or is identified. Failure to notify the Contractor of such adverse change will be sufficient grounds for terminating the Contract and execution of liquidated damages clause. The term "adverse change" shall mean any change or changes that individually or in the aggregate are knowingly modifying the guidelines of this Contract.

4. COMPENSATION

Client shall pay for the services provided by Contractor under this Contract.
Rates are based on monthly billed hours Net 30.
$14.93 Per Hour/ Per Officer

Strategic Protection Solutions
11807 Westheimer rd. #550207
Houston TX 77077
281.533.3513
www.strategicprotection.us

Contract No. _____

A. Contractor shall provide security officers for the hours of service needed in accordance with proposed schedule.
B. Services include administration fees (plus tax). The client will pay a rate of $22.39 per man hour worked on the following legal holidays, these Holidays being December 25, New Year's Day, Christmas Eve, New Year's Eve, Memorial Day, Independence Day, Labor Day, Thanksgiving, and President's Day. Payment is due Net 30. Checks are payable to:
JRenee Holdings LLC 11807 Westheimer Rd #550207 Houston TX, 77077.
C. Client is responsible for safekeeping of any payment until Contractor receives payment regardless date of service.
D. If minimum wage rises that cost will be pass down to client or contract is void and liquidated damages fee is valid.
E. In the event that any of the payments due to Contractor pursuant to this Contract are overdue (unless the subject of a notified bona fide dispute) beyond 45 days, Contractor shall be entitled to claim interest on the outstanding amount at the rate of 6% per invoice as from the date the sum is due until the date payment is received.
F. Additional services are those services not included in this Contract which may be requested by Client at any time for the duration of this Contract. Overtime rates may apply if Contractor is provided with less than seven (7) calendar days' notice.

5. UNIFORMS

All of Contractor's employees shall be uniformed properly, to include shirts, pants, jackets, caps, boots, belts, patches and badges, and be neat and well-groomed in appearance while on duty. All employee uniforms shall be the same design and color, with the exception of minor differences for the lead and supervising officer's uniforms to distinguish from the security officers.

6. MARKETING AND ADVERTISING

Contractor shall have rights to take still images or video of Officer(s) on duty while on premises for Contractor campaigns purposes only. Contractor is responsible to give Client notice prior to such event.

7. PHONES

Phone calls are to be limited to emergency and official business use only. Collect calls and long distance calls are not permitted. Misuse of telephones could result in termination of the Contract.

8. EQUAL OPPORTUNITY

The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, color, creed, ethnicity, Vietnam-era veteran status, disabled veteran, marital status, disability, national origin, or status as an ex-offender. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

9. TERMINATION OF CONTRACT

Violation of any of these terms will result in significant penalties owed to Contractor by Client.
A. LIQUIDATED DAMAGES due to Client's breach, the Client shall pay to the Contractor the sum of the remainder of the Contract plus any past due invoices, which shall be liquidated damages and not a penalty.

Strategic Protection Solutions
11807 Westheimer rd. #550207
Houston TX 77077
281.533.3513
www.strategicprotection.us

Contract No. _____

B. TERMINATION without cause: this Contract may be terminated by mutual consent of both parties, or by either party, upon a thirty (30) day written notice. If written notice is not provided by client, client is responsible for liquidated damages fee to Contractor.
C. TERMINATION for cause: Contractor failure to perform any of the services required by this Contract within the time specified or any extensions agreed to by both parties.
D. TERMINATION (Client) BY DEFAULT: failure to compensate a complete invoice payment after the 60th day of services performed; failure to be compensated in timely manner described in this Contract: default of client.
E. The Rights and Remedies of Company provided in the above clauses related to defaults by (Client) are not exclusive, and are in addition to any rights and remedies provided by law or under this Contract.
F. With Proof the Client reserves the right to cancel this Contract within twenty-four (24) hours after any agent or employee of "Contractor" commits and unethical act defined for the purpose of this Contract as: any breach of the peace or violation of City Ordinance or laws of the State of Texas.
G. All remedies and rights must be done in good faith within reason to validate reason to terminated Contract.
H. Client **cannot** hire any other officers or Security Guard Contractor while Contract is in place.
I. Client **cannot** hire any Officers affiliated with Contractor during or after one (1) year period of termination date of Contract.

10. SUSPENSION OF SERVICES

If the Client fails to perform any of the provisions of this contact, Contractor have the right to suspend all services until the failed provisions have been ratified/ corrected or terminated within this Contract.

11. FORCE NATURE

Contractor shall not constitute default hereunder if and to the extent such delays or failure of performance are caused by occurrence(s) beyond the reasonable control of the party affected, and which by the exercise of due diligence such party is unable to prevent, herein called "Force Majeure," including fire, riots, violence, war, strikes, lockouts, floods, robbery, acts of god, hurricanes or any other natural disaster or governmental actions. Contractor is not responsible to give notice within specific timeframe to Client immediately upon occurrence of events.

12. RENEWAL

At the end of the initial term, Client at its sole discretion, reserves the right to extend this Contract, at the Contract rate or rates as modified during the term of the Contract.

IN WITNESS WHEREOF, the parties have entered into this Contract. The signatories hereto warrant and represent that they have the competent authority to enter into the obligations of this Contract.

Strategic Protection Solutions
11807 Westheimer rd. #550207
Houston TX 77077
281.533.3513
www.strategicprotection.us

Contract No. _____

EXECUTED on this ___ day of _____2018, by a person having the authority to contractually bind Strategic Protection Solutions.

STRATEGIC PROTECTION SOLUTIONS

By: _____
Signature

_____
Print Name

EXECUTED on this _____ day of _____ 2018, by a person having the authority to contractually bind the Jefferson County Courthouse

JEFFERSON COUNTY COURTHOUSE

By: _____
Signature

_____
Print Name

Sample

Strategic Protection Solutions
11807 Westheimer rd. #550207
Houston TX 77077
281.533.3513
www.strategicprotection.us

461

GUARANTEED DELIVERY DATE*

GUARANTEED DELIVERY TIME†

USPS TRACKING™ INCLUDED

$ INSURANCE INCLUDED

PICKUP AVAILABLE

SIGNATURE INCLUDED UPON REQUEST

Closed 6/8/18

164

BID NAME: Term Contract for Security Personnel Services for Jefferson County Courthouse

BID NO: IFB 18-009/YS

DUE DATE/TIME: 11:00 AM CDT, Tuesday, June 12, 2018

This package is made from post-consumer waste.
Please recycle - again.

SEALED BID

* Money Back Guarantee to U.S., select APO/FPO/DPO, and select international destinations. See DMM and IMM at pe.usps.com for complete details.

VISIT US AT USPS.COM®

WRITE FIRMLY WITH BALL POINT PEN ON HARD SURFACE TO MAKE ALL COPIES LEGIBLE.

CUSTOMER USE ONLY

FROM: (PLEASE PRINT) PHONE (281) 333-3513

Strategic Protection Solutions Corp #22
11807 Westheimer rd #550207
Houston TX 77077

PAYMENT BY ACCOUNT (if applicable)

DELIVERY OPTIONS (Customer Use Only)

SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

Delivery Options
- ☐ No Saturday Delivery (delivered next business day)
- ☐ Sunday/Holiday Delivery Required (additional fee, where available*)
- ☐ 10:30 AM Delivery Required (additional fee, where available*)

*Refer to USPS.com® or local Post Office™ for availability.

TO: (PLEASE PRINT) PHONE ( )

Jefferson County Purchasing Dept
1149 Pearl St 1st Floor
Beaumont TX 77701
ATTN. Deborah L. Clark (Purchasing Agent)

ZIP + 4® (U.S. ADDRESSES ONLY) 77701

■ For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.
■ $100.00 insurance included.

EM055378150US

JUN - 8 2018 HOUSTON, TX 77051

UNITED STATES POSTAL SERVICE®

PRIORITY ★ MAIL ★ EXPRESS™

ORIGIN (POSTAL SERVICE USE ONLY)

☐ 1-Day ☐ 2-Day ☐ Military ☐ DPO

PO ZIP Code	Scheduled Delivery Date (MM/DD/YY)	Postage
77057	6-11-18	$ 24.70

Date Accepted (MM/DD/YY)	Scheduled Delivery Time	Insurance Fee	COD Fee
6-8-18	☐ 10:30 AM ☐ 3:00 PM ☐ 12–2 NOON	$ 2.60	$

Time Accepted	10:30 AM Delivery Fee	Return Receipt Fee	Live Animal Transportation Fee
11:21 ☐ AM ☐ PM	$	$ 2.75	$

Special Handling/Fragile	Sunday/Holiday Premium Fee	Total Postage & Fees
$	$	$ 27.45

Weight	Flat Rate	Acceptance Employee Initials
2 lbs. 6.6 ozs.	☐	WH

DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	☐ AM ☐ PM	
Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	☐ AM ☐ PM	

LABEL 11-B, OCTOBER 2016 PSN 7690-02-000-9996 3-ADDRESSEE COPY

CONTRACT RENEWAL FOR IFB 14-016/JW
TERM CONTRACT FOR PEST CONTROL SERVICES FOR JEFFERSON COUNTY

The County entered into a contract with Aattaboy Termite & Pest Control, Inc. for one (1) year, from June 30, 2014 to June 29, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from June 26, 2018 to June 25, 2019.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Aattaboy Termite & Pest Control, Inc.

Jackie Papania, HR/Controller/Co-Owner

CONTRACT RENEWAL FOR IFB 15-011/JW
TERM CONTRACT FOR TRASH AND BIOMEDICAL WASTE CONTAINER SERVICE FOR JEFFERSON COUNTY

The County entered into a contract with Excel Medical Waste for one (1) year, from June 29, 2015 to June 28, 2016, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from June 26, 2018 to June 25, 2019.

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Excel Medical Waste

(Name)

CONTRACT RENEWAL FOR IFB 15-011/JW
TERM CONTRACT FOR TRASH AND BIOMEDICAL WASTE CONTAINER SERVICE FOR JEFFERSON COUNTY

The County entered into a contract with Impact Waste, LLC for one (1) year, from June 29, 2015 to June 28, 2016, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from June 26, 2018 to June 25, 2019.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Impact Waste, LLC

(Name)

CONTRACT RENEWAL FOR IFB 15-011/JW
TERM CONTRACT FOR TRASH AND BIOMEDICAL WASTE CONTAINER SERVICE FOR JEFFERSON COUNTY

The County entered into a contract with Republic Services of Beaumont for one (1) year, from June 29, 2015 to June 28, 2016, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from June 26, 2018 to June 25, 2019.

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Republic Services of Beaumont

(Name)

JOC 18-038/DC

SETEX
CONSTRUCTION CORP.
"Strength in Construction"
LA License # 54937

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge
Date: June 18, 2018

ATTEST:
Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Mailing Address:
P.O. Box 20678
Beaumont, Texas 77720-0678

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

General Contracting

Construction Management

Design-Build

Job Order Contracting

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

June 12, 2018

Danny Broussard
Spectra Venue Management
5110 I-10 S
Beaumont, Texas 77705

Project: ***"Ford Park Pavilion Stage Floor"***

Subject: ***"Proposal"***

Dear Mr. Broussard:

We are pleased to submit our proposal utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Proposal Recap:

- Sand/Prep stage floor for painting
- Apply (2) coats of Sherwin Williams Kem Lustrel Wrought Iron Flat Black
- Apply anti-slip sealer coat
- Final cleanup of stage and surrounding area.

Proposed Exclusions:

- Unforeseen items beyond scope

Cost	$	7,126.67
Total Proposed Cost	**$**	**7,126.67**

We estimate approximately Four (4) working days total duration, upon material delivery.

Assumptions:
- NTP June 11th
- Sand & Finish, June 20-22
- Cure time (48) hours.
- Ready for use June 25th, 2018

This pricing is based on normal hours Monday thru Friday 7:00am to 4:00pm. Please contact us at 409-842-8181 at your convenience to go over this estimate.

We trust the proposal meets with your approval and please advise us accordingly.

Respectfully Submitted,
SETEX Construction Corp.

Michael Waidley
Project Manager

18-0117

Established 1990

Preliminary Estimate, by line item

Matt Ueding
SETEX Construction
15/041JN-11 - 2015 Choice Partners JOC Texas SETEX - Basic Contract Year - 8/18/2015 to 8/17/2016
Ford Park Pavillion Stage Floor - 18-0117

Estimator: Matt Ueding

Summary of tagged estimates...

Division Summary (MF04)

01 - General Requirements	$7,551.58	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes	$1,113.00	41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	$868.15
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$9,532.73**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$9,532.73	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	$(880.83)
RSMeans BEAUMONT, TX CCI 2018, 84.00%	$(1,525.23)	Nonpriced Line Items	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$1,560.70
Labor:	$7,776.92
Equipment:	$195.11
Other:	$0.00
Laborhours:	113.56
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	12	$9,532.73	
Total Non-Priced Items:	0	$0.00	0.00%
	12	$9,532.73	

Grand Total **$7,126.67**

Estimator: Matt Ueding — **Combined estimates...**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-74-13-20-0100	Cleaning up, cleanup of floor area, final by GC at end of job 4154.4/1000 = 4.15	M.S.F.	4.1544	$109.00	$452.83	RSM18FAC M, L, E, O&P	P
2	01-93-13-09-0863	Floor maintenance, composition, resilient or wood flooring, refinish old wood floors, heavy sanding, 1 coat sealer, 2 coats polyurethane 2204.58 = 2,204.58	S.F.	2,204.5800	$3.22	$7,098.75	RSM18FAC M, L, E, O&P	P
		01 - General Requirements Total						**$7,551.58**
09 - Finishes								
3	09-91-03-20-0520	Paint preparation, surface protection, placement & removal, masking w/paper 201.59 = 201.59	S.F.	201.5900	$0.76	$153.21	RSM18FAC M, L, O&P	P
4	09-91-23-44-1120	Anti-slip surface treatment, walking surface, ADA compliant, wood 2204.58 = 2,204.58	S.F.	2,204.5800	$0.39	$859.79	RSM18FAC M, L, O&P	P
5	09-97-10-10-0200	Paints & coatings, exterior alkyd (oil base), flat, in 5 gallon lots	Gal.	10.0000	$54.00	$540.00	RSM18FAC M, O&P	P
6	09-97-10-10-0400	Paints & coatings, exterior alkyd (oil base), primer, in 5 gallon lots	Gal.	5.0000	$39.00	$195.00	RSM18FAC M, O&P	P
7	09-97-10-10-5700	Coatings, heavy duty, acrylic urethane, in 5 gallon lots -10 = -10.00	Gal.	-10.0000	$63.50	$(635.00)	RSM18FAC M, O&P	P
		09 - Finishes Total						**$1,113.00**
Alternate								
8	09-91-13-42-0460	Paints & coatings, misc. exterior, decking, sealer, alkyd, brushwork, 1st coat Materials Removed 1st Coat Cutting in 201.59 = 201.59	S.F.	201.5900	$0.48	$96.76	CUSTOM L, O&P	P
9	09-91-13-42-0470	Paints & coatings, misc. exterior, decking, sealer, alkyd, brushwork, 2nd coat Materials Removed 2nd Coat Cutting In 201.59 = 201.59	S.F.	201.5900	$0.41	$82.65	CUSTOM L, O&P	P
10	09-91-23-52-2650	Paints & coatings, miscellaneous interior, floors, concrete/wood, oil base, paint 1 coat, brushwork 2nd coat, Cutting in Materials Removed 201.59 = 201.59	S.F.	201.5900	$0.56	$112.89	CUSTOM L, O&P	P
11	09-91-23-52-2650	Paints & coatings, miscellaneous interior, floors, concrete/wood, oil base, paint 1 coat, brushwork	S.F.	201.5900	$0.56	$112.89	CUSTOM L, O&P	P

Estimator: Matt Ueding **Combined estimates...**

Alternate

Item	Description	UM	Quantity	Unit Cost	Total	Book	
	1st coat, Cutting in Materials Removed 201.59 = 201.59						
12 09-91-23-52-2800	Paints & coatings, miscellaneous interior, floors, concrete/wood, oil base, paint 1 coat, roller Materials Removed 2204.58 = 2,204.58	S.F.	2,204.5800	$0.21	$462.96	CUSTOM L, O&P	P
	Alternate Total						**$868.15**
				Estimate Grand Total			**7,126.67**

SCI
An EMCOR Company

Jefferson County
11419 Pearl Street
Beaumont, TX 77701

June 14, 2018

Attention: Ms. Deborah L. Clark
Bid Proposal # 11097

Project: Jefferson County Court House Purge Fan Engineering.

Location: 1149 Pearl Street Beaumont, TX

We propose to subcontract E&C Engineers & Consultants Inc to provide engineering services as follows.

1. Size new Purge Fans PF – 1, 2, 3, 4, 5, 6, 7, & 8 to produce enough cfm to meet the required 15 air changes per hour based on information provided in the test and balance report dated 8/3/2017
2. Provide electrical design in the event the Fan HP needs to be increase.
3. Provide drawings for both the mechanical and electrical changes.

Our proposal does not include the following items:

1. Permitting of Drawings.
2. Responsibility of Fan sizes not working due to system capacity and or unseen reason.

Total Amount of Base Bid: **$5,000.00**

We appreciate the opportunity to prepare this quote and look forward to working with you and your firm on this project. If you chose to contract our firm to perform the work as detailed, please provide us the documentation required by your firm for authorization, or sign and return this quote letter by email to serve as a Notice to Proceed. If you should have any questions please contact me at one or all of the contact points located below.

Regards,

Johnny R. Norwood
Sr. Project Manager
SCI/Gowan Inc.
Office 713.696.5457/ Cell 713.828.2377
E-mail: jnorwood@gowaninc.com

SCI
An EMCOR Company

Bid Proposal # 11097

Customer Authorization to Proceed

Name Jeff R. Branick

Jefferson County Judge
Title

June 18, 2018
Date

ATTEST Carolyn L. Gurnsey
DATE 6/18/18

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY PURCHASING DIVISION

Deborah L. Clark, County Purchasing Agent

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

MEMORANDUM

To: Patrick Swain
County Auditor

From: Deborah Clark
Purchasing Agent

Date: June 13, 2018

Re: Purchasing Budget Amendment/2018

I am requesting a transfer $1000.00 from 12010224155001 to 12010224154052. This is for additional postage.

Thank you for your attention to this matter.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	93.90	447539	
			93.90**
ROAD & BRIDGE PCT.#1			
BEAUMONT ENTERPRISE	323.68	447476	
ENTERGY	826.05	447485	
M&D SUPPLY	247.28	447499	
MUNRO'S	28.65	447503	
SOUTHEAST TEXAS WATER	14.00	447526	
ATTABOY TERMITE & PEST CONTROL	30.00	447609	
ADVANCE AUTO PARTS	202.98	447627	
			1,672.64**
ROAD & BRIDGE PCT.#2			
ENTERGY	723.73	447485	
AT&T	95.79	447527	
			819.52**
ROAD & BRIDGE PCT. # 3			
AUDILET TRACTOR SALES	517.80	447463	
BEAUMONT TRACTOR COMPANY	356.90	447468	
CITY OF PORT ARTHUR - WATER DEPT.	41.85	447472	
GULF COAST AUTOMOTIVE, INC.	88.28	447482	
ENTERGY	394.18	447485	
LOUIS' YAZOO SALES & SERVICE, LLC	239.40	447498	
TIME WARNER COMMUNICATIONS	92.31	447530	
TRIANGLE ENGINE DIST.	16.16	447538	
WALMART COMMUNITY BRC	80.66	447561	
C & I OIL COMPANY INC	5,412.98	447604	
PRO CHEM INC	286.69	447621	
			7,527.21**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	133.56	447452	
SPIDLE & SPIDLE	6,346.66	447455	
COASTAL WELDING SUPPLY	65.10	447473	
H.D. INDUSTRIES, INC.	476.88	447488	
CASH ADVANCE ACCOUNT	184.29	447493	
M&D SUPPLY	103.17	447499	
MUNRO'S	221.07	447503	
OIL CITY TRACTORS, INC.	226.69	447506	
SMART'S TRUCK & TRAILER, INC.	49.95	447524	
SOUTHEAST TEXAS WATER	58.65	447526	
TRIANGLE AIR CARE, INC.	257.00	447537	
US POSTAL SERVICE	200.00	447569	
ON TIME TIRE	111.00	447619	
PPG ARCHITECTURAL FINISHES	75.00	447631	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	159.44	447634	
GCR TIRES & SERVICE	18.00	447639	
MARTIN MARIETTA MATERIALS	1,060.20	447650	
GULF COAST	1,987.64	447665	
FIRE & GLORY INTERNATIONAL	200.00	447680	
			11,934.30**
ENGINEERING FUND			
OFFICE DEPOT	13.42	447505	
TRI-CITY COFFEE SERVICE	12.90	447539	
			26.32**
PARKS & RECREATION			
ABLE FASTENER, INC.	5.03	447452	
ENTERGY	1,556.83	447485	
ALL TERRAIN EQUIPMENT CO	167.80	447674	
			1,729.66**
GENERAL FUND			
JEFFERSON CTY CHILD WELFARE BOARD	136.85	447599	
NANCY WILKERSON	40.00	447685	
			176.85*
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	516.98	447505	
ACE IMAGEWEAR	21.22	447523	
UNITED STATES POSTAL SERVICE	874.85	447563	
VECTOR SECURITY	90.00	447671	
			1,503.05*
AUDITOR'S OFFICE			
CASH ADVANCE ACCOUNT	223.89	447493	
UNITED STATES POSTAL SERVICE	4.09	447563	
SHI GOVERNMENT SOLUTIONS, INC.	806.32	447568	
			1,034.30*
COUNTY CLERK			
OFFICE DEPOT	480.36	447505	
UNITED STATES POSTAL SERVICE	228.54	447563	
RICOH USA INC	341.65	447624	
			1,050.55*
COUNTY JUDGE			
KEVIN PAULA SEKALY PC	500.00	447521	
TEXAS COLLEGE OF PROBATE JUDGE	450.00	447535	
UNITED STATES POSTAL SERVICE	2.86	447563	
DANIEL CLAYTON	500.00	447566	
J.T. HAYNES	500.00	447586	
RICHARD N EVANS II	500.00	447606	
DANE DENNISON	500.00	447635	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	447645	
JAN GIROUARD & ASSOCIATES LLC	400.00	447656	
THE MAYO LAW FIRM PLLC	1,000.00	447668	
ANNA SCHEURICH	500.00	447684	
			4,923.86*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.88	447563	
			.88*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	109.44	447563	
			109.44*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	1,371.78	447507	
CIT TECHNOLOGY FINANCING SERVICE	499.00	447600	
			1,870.78*
PURCHASING DEPARTMENT			
OFFICE DEPOT	92.68	447505	
UNITED STATES POSTAL SERVICE	40.57	447563	
			133.25*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	150.00	447493	
OLMSTED-KIRK PAPER	2,506.50	447507	
TIME WARNER COMMUNICATIONS	223.80	447531	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	447536	
ADVANCED STAFFING	78.00	447550	
			5,658.30*
DATA PROCESSING			
OFFICE DEPOT	53.08	447505	
CDW COMPUTER CENTERS, INC.	430.07	447552	
MORSE COMMUNICATIONS INC	5,842.71	447601	
			6,325.86*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	158.48	447563	
			158.48*
ELECTIONS DEPARTMENT			
M&D SUPPLY	28.59	447499	
SIERRA SPRING WATER CO. - BT	44.50	447565	
FREDRICK C CRIBBS II	13.63	447646	
AT&T MOBILITY	4,859.91	447654	
			4,946.63*
DISTRICT ATTORNEY			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	1,076.21	447505	
UNITED STATES POSTAL SERVICE	166.20	447563	
THOMSON REUTERS-WEST	2,533.96	447629	
TRANSUNION RISK AND ALTERNATIVE	331.80	447643	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	447644	
MARCELO MOLFINO	603.00	447659	
AMANDA HAWKINS	1,067.34	447661	
			5,849.51*
DISTRICT CLERK			
OFFICE DEPOT	247.10	447505	
UNITED STATES POSTAL SERVICE	395.63	447563	
ENGINEERING INNOVATION	284.12	447664	
			926.85*
CRIMINAL DISTRICT COURT			
BRUCE N. SMITH	2,823.75	447525	
UNITED STATES POSTAL SERVICE	16.97	447563	
KIMBERLY R. BROUSSARD	2,296.53	447603	
			5,137.25*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	29.95	447526	
UNITED STATES POSTAL SERVICE	.41	447563	
			30.36*
60TH DISTRICT COURT			
OFFICE DEPOT	63.32	447505	
UNITED STATES POSTAL SERVICE	7.08	447563	
			70.40*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	17.72	447563	
			17.72*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	6.67	447563	
LEXIS-NEXIS	56.00	447564	
TND WORKWEAR CO LLC	126.00	447667	
			188.67*
252ND DISTRICT COURT			
CRISTY SMITH	1,100.95	447470	
EDWARD B. GRIPON, M.D., P.A.	2,975.00	447481	
CHARLES ROJAS	600.00	447554	
UNITED STATES POSTAL SERVICE	50.28	447563	
BRITTANIE HOLMES	600.00	447623	
SAMUEL & SON LAW FIRM PLLC	8,750.00	447641	
			14,076.23*
279TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	4.23	447563	
NATIONAL NOTARY ASSOCIATION CPS	134.00	447584	
REALTIME REPORTING SERVICES INC.	883.80	447614	
			1,022.03*
317TH DISTRICT COURT			
PHILLIP DOWDEN	325.00	447460	
A. MARK FAGGARD	1,025.00	447477	
CASH ADVANCE ACCOUNT	382.00	447493	
KIRKSEY'S SPRINT PRINTING	51.90	447497	
MARVA PROVO	1,743.75	447511	
WENDELL RADFORD	185.00	447515	
BRACK JONES JR.	325.00	447549	
KEVIN S. LAINE	650.00	447551	
UNITED STATES POSTAL SERVICE	4.23	447563	
JOEL WEBB VAZQUEZ	1,050.00	447577	
JUDY PAASCH	2,393.61	447580	
			8,135.49*
JUSTICE COURT-PCT 1 PL 1			
OFFICE DEPOT	129.99	447505	
UNITED STATES POSTAL SERVICE	46.72	447563	
			176.71*
JUSTICE COURT-PCT 4			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	623.09	447493	
KAY ELECTRONICS, INC.	70.00	447495	
			693.09*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	57.46	447563	
ARMOR SHRED	62.95	447602	
			120.41*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	.41	447563	
LEXIS-NEXIS	69.00	447564	
			69.41*
COUNTY COURT AT LAW NO. 2			
NATHAN REYNOLDS, JR.	250.00	447516	
UNITED STATES POSTAL SERVICE	4.08	447563	
JARED GILTHORPE	250.00	447638	
			504.08*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	8.98	447563	
			8.98*
COURT MASTER			
RICHARD D. HUGHES	1,650.00	447489	
			1,650.00*
MEDIATION CENTER			
JEFFERSON CTY. BAR ASSOCIATION	700.00	447492	
UNITED STATES POSTAL SERVICE	3.26	447563	
KARA HAWTHORN	474.09	447615	
			1,177.35*
SHERIFF'S DEPARTMENT			
ENTERGY	1,030.82	447485	
ROCIC	300.00	447514	
AT&T	127.72	447527	
WALMART COMMUNITY BRC	23.06	447561	
UNITED STATES POSTAL SERVICE	1,346.74	447563	
GPSIT	389.00	447611	
THE MONOGRAM SHOP	159.00	447669	
			3,376.34*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	1,100.76	447456	
SOUTHEAST TEXAS WATER	49.95	447526	
RDB SERVICES	500.00	447617	
EXCEL MEDICAL WASTE LLC	35.00	447648	
			1,685.71*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	16.00	447471	
COTTON CARGO	24.50	447474	
CASH ADVANCE ACCOUNT	3,406.50	447493	
AT&T	29.18	447527	
WALMART COMMUNITY BRC	192.23	447561	
CORRHEALTH LLC	78,900.85	447679	
			82,569.26*
JUVENILE PROBATION DEPT.			
CASH ADVANCE ACCOUNT	927.36	447493	
LARONDA TURNER	141.70	447508	
CHERYL TARVER	109.00	447548	
UNITED STATES POSTAL SERVICE	27.35	447563	
SHANNA CITIZEN	54.50	447570	
SHARON STREETMAN	54.50	447587	
ROXANA MITCHELL	250.70	447649	
CHRISTAL CHANNELL	213.64	447653	
SUMMER KENNERSON	281.77	447663	
ANNIE JONES	158.60	447670	
KAYLAN BURTON	442.47	447673	
CHARITY HIGHTOWER	48.50	447682	
			2,710.09*
JUVENILE DETENTION HOME			

NAME	AMOUNT	CHECK NO.	TOTAL
CHARMTEX INC.	258.80	447573	
FLOWERS FOODS	159.35	447575	
BEN E KEITH FOODS	3,291.64	447576	
KAREN ROBERTS	400.00	447607	
EXCEL MEDICAL WASTE LLC	70.00	447648	
			4,179.79*
CONSTABLE PCT 1			
TAC - TEXAS ASSN. OF COUNTIES	305.00	447529	
UNITED STATES POSTAL SERVICE	38.71	447563	
WATCH GUARD VIDEO	42.00	447595	
			385.71*
CONSTABLE-PCT 4			
OFFICE DEPOT	36.85	447505	
DISH NETWORK	59.50	447592	
			96.35*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	9.38	447563	
THE PRODUCTIVITY CENTER	162.00	447567	
			171.38*
CONSTABLE PCT. 7			
BEST BUY BUSINESS ADVANTAGE ACCOUNT	223.63	447633	
			223.63*
CONSTABLE PCT. 8			
CASH ADVANCE ACCOUNT	457.39	447493	
			457.39*
COUNTY MORGUE			
FIRETROL PROTECTION SYSTEMS, INC.	255.00	447605	
			255.00*
AGRICULTURE EXTENSION SVC			
STARLA B. GARLICK	1,134.57	447453	
UNITED STATES POSTAL SERVICE	1.88	447563	
DAVID OATES	321.63	447657	
PAULA TACKER	25.00	447678	
			1,483.08*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	11,218.73	447469	
JOURNAL WATCH, INC.	39.50	447494	
OFFICE DEPOT	170.98	447505	
AUSTIN CECIL WALKES MD PA	2,932.58	447546	
AUSTIN CECIL WALKES MD PA	862.50	447547	
MCKESSON MEDICAL-SURGICAL INC	397.27	447553	
UNITED STATES POSTAL SERVICE	21.69	447563	
SAM'S CLUB DIRECT	160.94	447622	
EXCEL MEDICAL WASTE LLC	35.00	447648	
			15,839.19*
HEALTH AND WELFARE NO. 2			
JOURNAL WATCH, INC.	39.50	447494	
AUSTIN CECIL WALKES MD PA	2,932.58	447546	
AUSTIN CECIL WALKES MD PA	862.50	447547	
EXCEL MEDICAL WASTE LLC	35.00	447648	
			3,869.58*
NURSE PRACTITIONER			
RACHAEL COE	109.00	447559	
			109.00*
INDIGENT MEDICAL SERVICES			
KING'S PHARMACY	901.41	447457	
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	447596	
CARDINAL HEALTH 110 INC	10,968.91	447630	
			15,643.32*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	300.00	447558	
			300.00*
MAINTENANCE-BEAUMONT			

NAME	AMOUNT	CHECK NO.	TOTAL
M&D SUPPLY	309.72	447499	
MCCOWN PAINT & SUPPLY OF TEXAS	421.92	447500	
OFFICE DEPOT	177.93	447505	
RALPH'S INDUSTRIAL ELECTRONICS	455.59	447518	
ACE IMAGEWEAR	375.99	447523	
TCT INDUSTRIES, INC.	1,604.00	447534	
TOTAL SAFETY, INC.	1,090.00	447555	
BAKER DISTRIBUTING COMPANY	72.26	447574	
CENTERPOINT ENERGY RESOURCES CORP	329.32	447581	
SUMMIT ELECTRIC SUPPLY	1,386.00	447626	
BUNA ELECTRIC MOTOR SERVICE INC	3,526.00	447655	
			9,748.73*
MAINTENANCE-PORT ARTHUR			
ENTERGY	5,441.14	447485	
TIME WARNER COMMUNICATIONS	410.91	447532	
			5,852.05*
MAINTENANCE-MID COUNTY			
ENTERGY	2,292.79	447485	
			2,292.79*
SERVICE CENTER			
W.W. GRAINGER, INC.	324.80	447480	
J.K. CHEVROLET CO.	205.81	447490	
KINSEL FORD, INC.	262.33	447496	
M&D SUPPLY	189.94	447499	
MUNRO'S	39.70	447503	
PHILPOTT MOTORS, INC.	23.30	447509	
RITTER @ HOME	62.18	447517	
AT&T	63.86	447527	
JEFFERSON CTY. TAX OFFICE	7.50	447556	
JEFFERSON CTY. TAX OFFICE	7.50	447557	
VOYAGER FLEET SYSTEM, INC.	45,156.86	447572	
BUMPER TO BUMPER	501.12	447579	
MIGHTY OF SOUTHEAST TEXAS	152.25	447616	
EASTEX PRESSURE WASHERS	396.00	447618	
DENNIS LOWE	8.35	447660	
			47,401.50*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	.68	447563	
HILARY GUEST	100.17	447571	
			100.85*
			266,497.51**
MOSQUITO CONTROL FUND			
SUPERIOR TIRE & SERVICE	28.64	447458	
ENTERGY	661.18	447485	
MUNRO'S	45.20	447503	
SANITARY SUPPLY, INC.	154.58	447520	
SETZER HARDWARE, INC.	21.29	447522	
UNITED PARCEL SERVICE	59.70	447540	
			970.59**
FEMA EMERGENCY			
A&A EQUIPMENT	8,349.00	447451	
CITY OF BEAUMONT - LANDFILL	660.00	447461	
CITY OF BEAUMONT - LANDFILL	264.00	447462	
BASE SEAL	15,901.60	447464	
BASE SEAL	23,852.40	447465	
BASE SEAL	993.85	447466	
BASE SEAL	1,987.70	447467	
GOLD CREST ELECTRIC CO., INC.	3,191.06	447479	
QUALITY MAT COMPANY	6,750.00	447513	
VULCAN MATERIALS CO.	64,613.46	447541	
VULCAN MATERIALS CO.	3,462.40	447542	
VULCAN MATERIALS CO.	13,931.83	447543	
VULCAN MATERIALS CO.	9,131.04	447544	
VULCAN MATERIALS CO.	24,782.72	447545	
DRC EMERGENCY SERVICES, LLC	1,276,489.75	447585	
AERIAL ACCESS EQUIPMENT	539.20	447589	
MARTIN MARIETTA MATERIALS	174.87	447651	

NAME	AMOUNT	CHECK NO.	TOTAL
MARTIN MARIETTA MATERIALS	202.88	447652	
GULF COAST	235.60	447666	
QUALITY EVENT FLOORING SYSTEMS	21,600.00	447675	
			1,477,113.36**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	1,851.97	447628	
			1,851.97**
EMPG GRANT			
GREGORY F. FOUNTAIN	280.22	447478	
PORT ARTHUR NEWS, INC.	575.00	447510	
SOUTHEAST TEXAS WATER	25.85	447526	
VERIZON WIRELESS	246.30	447558	
JEFF R BRANICK	311.83	447590	
			1,439.20**
GRANT A STATE AID			
GULF COAST TRADES CENTER	3,193.93	447483	
VERIZON WIRELESS	26.08	447558	
HARRIS COUNTY	4,219.80	447588	
VICTORIA COUNTY JUVENILE SERVICES	5,121.30	447598	
			12,561.11**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP.	1,609.93	447491	
CASH ADVANCE ACCOUNT	594.45	447493	
OFFICE DEPOT	849.43	447505	
FRED PRYOR SEMINARS & CAREER TRACK	149.00	447512	
SAM HOUSTON STATE UNIVERSITY	265.00	447519	
UNITED STATES POSTAL SERVICE	115.95	447563	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	447596	
JCCSC	300.00	447612	
EXCEL MEDICAL WASTE LLC	175.00	447648	
			11,023.76**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	159.00	447454	
M&D SUPPLY	22.70	447499	
KIM MCKINNEY, LPC, LMFT	300.00	447501	
OFFICE DEPOT	802.69	447505	
SYSCO FOOD SERVICES, INC.	1,296.55	447528	
TOWER COMMUNICATIONS, INC.	60.00	447560	
BEN E KEITH FOODS	1,408.69	447576	
SAM'S CLUB DIRECT	249.23	447622	
EXCEL MEDICAL WASTE LLC	35.00	447648	
CINTAS CORPORATION	99.84	447658	
			4,433.70**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	109.07	447499	
			109.07**
DRUG DIVERSION PROGRAM			
CASH ADVANCE ACCOUNT	1,320.00	447493	
OFFICE DEPOT	173.93	447505	
			1,493.93**
DRUG INTERVENTION COURT			
CASH ADVANCE ACCOUNT	788.88	447493	
			788.88**
COUNTY RECORDS MANAGEMENT			
OFFICE DEPOT	83.69	447505	
			83.69**
DARE CONTRIBUTIONS FUND			
WOLFE'S TROPHY SHOP	24.00	447642	
			24.00**
DEPUTY SHERIFF EDUCATION			
DALLAS CHILDRENS ADVOCACY CENTER	530.00	447475	
			530.00**
CONST. PCT. 8 EDUCATION			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	362.01	447493	
			362.01**
HOTEL OCCUPANCY TAX FUND			
ALL STAR PLUMBING	241.66	447459	
ENTERGY	1,145.60	447485	
MUNRO'S	94.90	447503	
OFFICE DEPOT	109.71	447505	
AT&T	182.98	447527	
TRI-CITY COFFEE SERVICE	54.25	447539	
DISH NETWORK	118.51	447593	
JOSEPH SEMIEN	44.69	447594	
SAM'S CLUB DIRECT	44.80	447622	
			2,037.10**
AIRPORT FUND			
W.W. GRAINGER, INC.	75.84	447480	
ENTERGY	12,204.44	447487	
LOUIS' YAZOO SALES & SERVICE, LLC	119.90	447498	
MID-COUNTY ALTERNATOR	80.00	447502	
SANITARY SUPPLY, INC.	342.47	447520	
AT&T	604.24	447527	
TIME WARNER COMMUNICATIONS	100.25	447533	
TRI-CITY COFFEE SERVICE	157.05	447539	
UNITED STATES POSTAL SERVICE	4.22	447563	
AIR SOLUTIONS	2,235.50	447578	
DISH NETWORK	100.51	447591	
WATSON PROPELLER	120.00	447608	
UNIFIRST HOLDINGS INC	145.83	447610	
SIGNATURE GROUP	43,298.86	447613	
CRAWFORD ELECTRIC SUPPLY COMPANY	206.38	447625	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	177.86	447634	
TEXAS COMPTROLLER OF PUBLIC ACCOUNT	1,165.50	447637	
EASTERN AVIATION FUELS INC	22,112.34	447640	
VALLEN DISTRIBUTION INC	652.92	447662	
			83,904.11**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	58,986.67	447676	
UNITEDHEALTHCARE INSURANCE COMPANY	1,189.44	447677	
			60,176.11**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	447620	
			1,652.00**
LIABILITY CLAIMS ACCOUNT			
STEVENS BALDO & LIGHTY PLLC	466.90	447672	
MARY WILSON	1,166.22	447681	
			1,633.12**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	3,287.61	447582	
TRISTAR RISK MANAGEMENT	16,362.64	447583	
			19,650.25**
BAIL BONDING FUND			
TEXAS COMPTROLLER OF PUBLIC ACCOUNT	500.00	447636	
RODNEY PRICE	110.00	447683	
			610.00**
SHERIFF'S FORFEITURE FUND			
SILSBEE FORD INC	33,086.50	447632	
GALLS LLC	35.25	447647	
			33,121.75**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,275.00	447426	
CLEAT	288.00	447427	
JEFFERSON CTY. TREASURER	13,816.74	447428	
RON STADTMUELLER - CHAPTER 13	150.00	447429	
INTERNAL REVENUE SERVICE	150.00	447430	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,360.00	447431	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. COMMUNITY SUP.	9,325.09	447432	
JEFFERSON CTY. TREASURER - HEALTH	513,321.30	447433	
JEFFERSON CTY. TREASURER - GENERAL	10.00	447434	
JEFFERSON CTY. TREASURER - PAYROLL	1,705,762.91	447435	
JEFFERSON CTY. TREASURER - PAYROLL	598,718.96	447436	
MONY LIFE INSURANCE OF AMERICA	116.23	447437	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,430.85	447438	
TGSLC	199.99	447439	
US DEPARTMENT OF EDUCATION	214.63	447440	
JEFFERSON CTY. TREASURER - TCDRS	644,113.76	447441	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,564.99	447442	
JEFFERSON COUNTY TREASURER	2,784.29	447443	
JEFFERSON COUNTY - TREASURER -	6,772.49	447444	
NECHES FEDERAL CREDIT UNION	43,937.17	447445	
JEFFERSON COUNTY - NATIONWIDE	51,831.45	447446	
WILLIAM E HEITKAMP	748.53	447447	
JOHN TALTON	2,066.15	447448	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	447449	
BELINDA M ZURITA	230.77	447450	
			3,617,239.15**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,275.00	447597	
			2,275.00**
MARINE DIVISION			
ENTERGY	573.42	447485	
AT&T	83.32	447527	
VERIZON WIRELESS	531.86	447558	
			1,188.60**
SHERIFF - COMMISSARY			
WALMART COMMUNITY BRC	229.68	447561	
			229.68**
			5,626,803.20***

BUDGET PREPARATION WORKSHEET
2018-19 BUDGET YEAR

	ACCOUNT DESCRIPTION	TWO YEAR AVERAGE '16 & '17	2016-2017 LAST YEARS ACTUALS	2017-2018 7 MONTHS ACTUAL	2017-2018 ADJUSTED BUDGET	2018-2019 DEPT. REQUEST
	JUVENILE PROBATION DEPT.					
.10-01	DEPARTMENT HEAD	52,151	51,963	30,780	55,381	.....
.10-02	ASSISTANTS & CLERKS	738,230	704,812	420,681	971,740	.....
.10-94	LONGEVITY PAY	15,183	15,145	8,426	16,149	.....
.10-98	OVERTIME ALLOWANCE	672	498	850	1,000	.....
*	SALARIES AND WAGES	806,236	772,418	460,737	1,044,270	.....
.20-01	F.I.C.A. EXPENSE	62,973	62,402	34,720	83,320	.....
.20-02	EMPLOYEES' RETIREMENT	152,074	149,668	86,083	198,007	.....
.20-03	EMPLOYEES' INSURANCE	180,155	187,183	105,711	214,177	.....
.20-06	AUTOMOBILE ALLOWANCE	2,430	2,430	1,418	2,430	.....
.20-07	CELLULAR PHONE ALLOWANCE	450	450	263	450	.....
*	FRINGE BENEFITS	398,081	402,133	228,195	498,384	.....
.30-10	BOOKS-PRINTED	3,484	3,369	0	3,120	3,120
.30-78	OFFICE SUPPLIES	3,315	2,380	3,001	4,250	4,250
.30-84	MINOR EQUIPMENT	1,047	378	265	1,766	1,766
.30-90	EDUCATION & DEMONSTRATION	106	0	0	1,278	1,278
*	MATERIALS AND SUPPLIES	7,951	6,127	3,266	10,414	10,414
.40-11	EQUIPMENT- MISCELLANEOUS	0	0	125	600	600
.40-52	POSTAGE	2,023	1,877	1,808	2,467	2,467
.40-54	TELEPHONE	1,083	1,010	362	1,200	1,200
*	MAINTENANCE AND UTILITIES	3,106	2,887	2,295	4,267	4,267
.50-05	MILEAGE	26,795	29,993	12,059	24,865	24,865
.50-14	MENTAL EXAMINATION	14,525	12,259	11,971	25,000	25,000
.50-21	DUES/SUBSCRIPTIONS	284	294	318	335	335
.50-45	BONDS SURETY/NOTARY	142	142	0	400	400
.50-53	RENT-EQUIPMENT	2,414	2,146	1,252	6,046	6,046
.50-62	TRAVEL EXPENSE	7,359	8,171	1,671	10,000	10,000
.50-71	PAGER SERVICE	507	434	0	0	0
.50-77	CONTRACTUAL SERVICE	470	496	0	500	500
.50-81	RELIEF-BOARD & LODGING	1,160-	2,320-	0	26,671	26,671
*	MISCELLANEOUS SERVICES	51,334	51,615	27,271	93,817	93,817
**	JUVENILE PROBATION DEPT.	1,266,708	1,235,180	721,764	1,651,152	.....

Department Probation Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 10-05 EXTRA HELP

Item Description	Item Cost
Total Requested	0

ACCOUNT 10-98 OVERTIME

Item Description	Item Cost
Total Requested	0

ACCOUNT 20-06 AUTOMOBILE ALLOWANCE

Item Description	Item Cost
No New Request	
Total Requested	

ACCOUNT 20-07 CELL PHONE ALLOWANCE

Item Description	Item Cost
No New Request	
Total Requested	

Department Probation Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 30-11 SOFTWARE (Please list out any computer software you are requesting for existing computers. Also, list any software for new computers you are asking for in this budget year. Do not combine software costs with the cost of new computers in the Capital Outlay section.)

Item Description	Item Cost
Total Requested	0

ACCOUNT 50-21 DUES/SUBSCRIPTIONS

Item Description	Item Cost
Texas Register	$335
Total Requested	$335

Department Probation Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 50-62 TRAVEL

Item Description	Item Cost
See attached	
Total Requested	

ACCOUNT 50-77 CONTRACTUAL SERVICES

Item Description	Item Cost
$500.00 is requested to contract for Sex Offender treatment groups.	
Sex Offender treatment is conducted by an experienced professional	
counselor.	
Total Requested	$500.00

Probation Training Budget FY 2019
120-3063-424 50-62

Chief to attend Chief Probation Officer's Conference FY 2019

Total 649

Four people to attend Texas Probation Association annual conference in Austin in April, 2019

Total 2376

Three people to attend Texas Probation Association Legislative Conference in August, 2019
Total 1782

One person to attend Sex Offenders Management Conference FY 2019
Total 839

Two people to attend Texas Juvenile Justice Department's Data Conference in Austin, TX FY 2019

Total 691

Two people to attend Texas Juvenile Justice Department Budget Conference in Austin, TX FY 2019

Total 484

2 people to attend TJJD's Post Legislative Conference in Austin, TX FY 2019
Total 816

Chief Probation Officer to attend meetings at the Texas Juvenile Justice Department in Austin, Texas.

Total 1500

Chief Probation Officer to attend Southeast Texas Chief's meeting located throughout Southeast Texas.

Total 863

Total training budget 2019 **$10,000**

Department Probation Please list all items in order of priority. Use additional pages if necessary.

PARTICIPATION (List any matching funds the County will be responsible for in regards to Federal, State or Local grant agreements.)

Item Description	Item Cost
Total Requested	0

Department Probation Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 30-84 MINOR EQUIPMENT (List out any equipment under $5,000. Do not list any computers here even if under $5,000. List all computers in 60-02 Computer Equipment under the Capital Outlay section.)

Item Description	Item Cost
4 - Fax Machine Drums @$145 each	$580.00
2 - Sets Flags @ $105 each	$420.00
3 - Office Chairs @ $145 each	$435.00
1 - Toner Cartridge	$331.00
Total Requested	$1,766.00

Department Probation Please list all items in order of priority. Use additional pages if necessary.

CAPITAL OUTLAY (List any equipment over $5,000 plus all computers. Please indicate whether the equipment is a new item or will be a replacement for old equipment. Commissioners' Court will closely scrutinize any Capital Outlay requests, so please provide full written justification for each item requested.)

Item Description	Item Cost
Total Requested	0

BUDGET PREPARATION WORKSHEET
2018-19 BUDGET YEAR

ACCOUNT DESCRIPTION	TWO YEAR AVERAGE '16 & '17	2016-2017 LAST YEARS ACTUALS	2017-2018 7 MONTHS ACTUAL	2017-2018 ADJUSTED BUDGET	2018-2019 DEPT. REQUEST
JUVENILE DETENTION HOME					
.10-01 DEPARTMENT HEAD	52,151	51,963	30,779	55,381	.....
.10-02 ASSISTANTS & CLERKS	774,380	767,090	464,297	933,860	.....
.10-05 EXTRA HELP	169,686	159,759	87,123	187,034	.....
.10-94 LONGEVITY PAY	14,853	15,396	9,299	16,674	.....
.10-97 HOLIDAY PAY	36,443	35,470	28,088	45,033	.....
.10-98 OVERTIME ALLOWANCE	6,113	7,151	3,157	6,429	.....
* SALARIES AND WAGES	1,053,624	1,036,829	622,743	1,244,411	.....
.20-01 F.I.C.A. EXPENSE	80,036	79,685	46,634	97,024	.....
.20-02 EMPLOYEES' RETIREMENT	191,185	188,841	114,235	230,575	.....
.20-03 EMPLOYEES' INSURANCE	205,631	214,176	120,730	239,402	.....
.20-06 AUTOMOBILE ALLOWANCE	2,430	2,430	1,418	2,430	.....
.20-07 CELLULAR PHONE ALLOWANCE	450	450	263	450	.....
* FRINGE BENEFITS	479,732	485,582	283,280	569,881	.....
.30-07 BEDDING, BLANKETS,& LINEN	1,043	587	1,483	1,500	1,500
.30-17 CLOTHING	2,284	1,353	678	3,300	3,300
.30-23 DISHES, UTENSILS, ETC.	293	291	0	300	300
.30-33 FOOD	83,031	81,599	80,055	84,000	84,000
.30-44 JANITOR SUPPLIES	10,090	12,113	8,500	9,500	9,500
.30-50 MEDICAL SUPPLIES	369	459	0	1,000	1,000
.30-78 OFFICE SUPPLIES	1,035	869	1,400	1,579	1,579
.30-84 MINOR EQUIPMENT	3,782	3,521	7,626	7,987	7,777
* MATERIALS AND SUPPLIES	101,926	100,792	99,742	109,166	108,956
.40-09 BUILDINGS AND GROUNDS	34,792	41,994	23,982	35,000	35,000
.40-11 EQUIPMENT- MISCELLANEOUS	3,858	7,716	873	5,300	5,300
.40-53 GAS- NATURAL AND BUTANE	4,463	4,208	3,085	5,000	5,000
.40-54 TELEPHONE	8,604	8,977	4,123	8,300	8,300
.40-56 ELECTRICITY	84,399	90,165	37,428	88,000	89,000
.40-57 WATER AND SEWER	34,802	34,133	15,471	39,000	38,000
* MAINTENANCE AND UTILITIES	170,917	187,193	84,962	180,600	180,600
.50-05 MILEAGE	10	19	31	300	300
.50-32 HOSPITAL SERVICE	1,500	3,000	0	3,000	3,000
.50-34 MEDICAL & SURGICAL	5,519	3,045	3,859	9,000	9,000
.50-53 RENT-EQUIPMENT	3,591	3,522	2,055	3,933	3,933
.50-62 TRAVEL EXPENSE	4,098	4,390	2,334	8,511	8,511
.50-77 CONTRACTUAL SERVICE	38,354	37,308	31,521	40,431	43,343
* MISCELLANEOUS SERVICES	53,071	51,284	39,800	65,175	68,080
** JUVENILE DETENTION HOME	1,859,269	1,861,680	1,130,527	2,169,233	.....

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

Edward "Ed" Cockrell, Sr.
Chief Juvenile Probation Officer

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

MEMORANDUM

To: Patrick Swain
Auditor

From: Edward J. Cockrell, Sr EC
Chief Juvenile Probation Officer

Date: May 29, 2018

Re: Extra Hours for Detention Staff and other 10-Series Line Items for FY 2018-19 Budget

The Juvenile Detention Center operates under a U. S Department of Labor ruling obtained by Human Resources Director, Carey Erickson, which complies with the Fair Labor Standards Act. Juvenile Supervision Officer are qualified as law enforcement (security personnel in corrections institution – October 1997). This exemption allows the department to require these officers to attend monthly staff training and be paid straight time as opposed to giving them time and a half comp time off, up to eleven hours per month.

Please place $23,300 as Extra Hours in line item #10-02

Extra Help is used to fund all part-time Supervision Officers that supplement shifts, working during employee illness, employee personal leave, vacation time, bereavement time, military leave, etc. It is recommended that Extra Help line item 10-05 remain the same as of FY18 at $187,034.

Please add these figures to the budget request:

120-3064-424-10-05	Extra Help (Remain the Same)	$187,034
120-3064-424-10-97	Holiday Pay (Remain the Same)	$45,033
120-3064-424-10-94	Longevity Pay (to be completed by Auditing)	
120-3064-424-10-96	Vacation Pay (to be completed by Auditing)	
120-3064-424-10-98	Overtime Allowance (Remain the Same)	$6,429

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

Edward "Ed" Cockrell, Sr.
Chief Juvenile Probation Officer

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

Memorandum

To: Patrick Swain
Auditor

From: Edward J. Cockrell, Sr EC
Chief Juvenile Probation Officer

Re: Justification/Budget

Budget 120-3064
(3064) 40 – 56 Electricity
The FY19 proposed Juvenile Detention Budget has an increase in line item of $1000.00.

Adjusted Budget FY18	Department Request	Increase
$88,000	$89,000	$1,000

This line item increase is based on current year usage. This line item has been discussed with Fran Lee in the Auditor's office and she recommended the increase.

(3064) 50 – 77 Contractual

Adjusted Budget FY18	Department Request	Increase
$40,431	$43,343	$2,912

Note: 40 – 57 Water and Sewer line item is being reduced by $1,000. The request for increase in Contractual is due to increase in service prices.

Department Detention Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 10-05 EXTRA HELP

Item Description	Item Cost
No New Request	
Total Requested	

ACCOUNT 10-98 OVERTIME

Item Description	Item Cost
No New Request	
Total Requested	

ACCOUNT 20-06 AUTOMOBILE ALLOWANCE

Item Description	Item Cost
No New Request	
Total Requested	

ACCOUNT 20-07 CELL PHONE ALLOWANCE

Item Description	Item Cost
No New Request	
Total Requested	

Department Detention Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 30-11 SOFTWARE (Please list out any computer software you are requesting for existing computers. Also, list any software for new computers you are asking for in this budget year. Do not combine software costs with the cost of new computers in the Capital Outlay section.)

Item Description	Item Cost
Total Requested	0

ACCOUNT 50-21 DUES/SUBSCRIPTIONS

Item Description	Item Cost
Total Requested	0

Department Detention Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 50-62 TRAVEL

Item Description	Item Cost
See attached	
Total Requested	

ACCOUNT 50-77 CONTRACTUAL SERVICES

Item Description	Item Cost
See attached	
Total Requested	

Detention Training Budget FY 2019

Two people to attend Handle with Care Restraint Training
for facilitators in Fort Bend and Williamson County, TX

Reg. 800 Total 1156

American Red Cross (CPR and First Aid)
33 staff for recertification and 2 instructors

Total 1200

Three people to attend Texas Juvenile Detention Association conference in FY 2019

Reg. 225 Total 2295

Three people to attend Texas Juvenile Detention Association management conference in FY 2019

Reg. 225 Total 2295

Five people to attend Quality Assurance

Reg. 0 Total 1265

Total detention training budget **8511**

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

Edward "Ed" Cockrell, Sr.
Chief Juvenile Probation Officer

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

50 – 77 Contractual Services

Item

1.	A 1 Filter	$ 2,208.00
2.	Vent a Hood	$ 1,120.00
3.	Smoke Detector Inspection	$ 650.00
4.	Dumpster Service – Republic	$ 6,600.00
5.	Fire Inspection – Sprinkler	$ 2,145.00
6.	A C Inspection	$ 3,800.00
7.	Plumbing Maintenance – Bio Smart	$ 1,800.00
8.	Southern Folgers – Detention Locks	$11,454.00
9.	Cummings Southern Plains – Generator Inspection	$ 1,573.00
10.	Professional Nurses Medical Exams	$10,400.00
11.	Ice Machine Inspection/Maintenance	$ 633.00
12.	Attaboy – Insect Extermination	$ 960.00
		$43,343.00

Department Detention Please list all items in order of priority. Use additional pages if necessary.

PARTICIPATION (List any matching funds the County will be responsible for in regards to Federal, State or Local grant agreements.)

Item Description	Item Cost
This line item is requested in the amount of $200,000 to be specifically	
dedicated to the programming in the Juvenile Detention Center in	
cooperation with IEA (Inspire, Encourage, Achieve). The IEA is a	
non profit organization to perpetuate the late Ben Rogers' legacy.	
Regina Rogers has donated well over 4 million dollars of her personal	
funds, and 1.5 million in in-kind contributions to this project and obtains	
grants to broaden the services in the Detention Center. The program was	
originally provided at no expense to the county. At this time, it is	
recommended that this program be funded at the requested amount. A full	
description of the program is attached.	
Total Requested	$200,000

Grant Proposal & Project Budget

2018 Jefferson County Juvenile Probation

IEA – Inspire, Encourage, Achieve

Funding Proposal

Amount of Request: $200,000

Purpose of Request: Funds will be used by IEA – Inspire, Encourage, Achieve to provide a multi-disciplinary response to crime and delinquency for juvenile justice involved youth who are brought to the attention of the Jefferson County Juvenile Probation Department and the Minnie Rogers Juvenile Justice Center (MRJJC). As a result of the current and past support extended to IEA by the Jefferson County Commissioners Court, the organization continues to achieve significant outcomes in reducing recidivism rates. This request will help interrupt a path toward adult criminal behavior by preparing young people for becoming tax-paying citizens who are educated, civically engaged, workforce ready and able to achieve dignity, respect and a meaningful quality of life.

History & Intervention Strategies

IEA–Inspire, Encourage, Achieve – is a private non-profit organization operating in a unique partnership with the Jefferson County Juvenile Probation Department to reduce recidivism rates among juvenile offenders in Southeast Texas. Originated by Regina Rogers and the late Julie Rogers, IEA was founded in 1997 in memory of the late Ben Rogers to perpetuate his legacy of helping young people achieve dignity and respect through knowledge, compassion, understanding and love. Since the program's inception, **Regina has invested over $4 million of her personal funds and an additional 1.5 million in in-kind contributions**.

IEA utilizes strength-based approaches, cross-system collaborations and community assets to alter the trajectory of juvenile justice involved youth who were vulnerable to entering the adult criminal justice system. Since its inception (1997), IEA has been endorsed by key stakeholders throughout the community for its work with juvenile justice involved youth. As a result of IEA's service-delivery model, youth detained at the Minnie Rogers Juvenile Justice Center (MRJJC) have the opportunity to acquire knowledge and skills

that help them learn how to alter thoughts and behaviors that lead to a cycle of incarceration and involvement in the adult criminal population. IEA's holistic approach to programming and family support has reduced the rate of recidivism (repeat offenses) and enabled probation officers to work more effectively with the youth.

Last year, IEA (the only **organization of its kind in Texas**) **extended a rescuing hand to nearly 400 youth by providing services with compassion, understanding and love during a critical turning point in their lives.** A total of 57 youth were served through IEA's outreach program and the remaining youth were served through services provided to youth detained at the Minnie Rogers Juvenile Justice Center as well as those provided for youth whose parents participated in Parent Project, a 10-week parenting education and support group. Through **parenting classes**, home visits, family nights and experiential exercises, parents of juvenile justice involved youth as well as parents of youth who are at-risk of delinquency benefited from a supportive network of resources that enabled them to strengthen their parenting skills and develop stronger support systems.

Of the 57 youth who were enrolled in IEA's outreach program for comprehensive services while on juvenile probation, a total of 51 were not detained at the Minnnie Rogers Juvenile Justice Center for a new criminal offense. A total of 10 of those participants used skills learned in the program to market themselves for employment and were hired by local employers. From services offered to youth detained in the MRJJC to its Ben's Kids outreach efforts, IEA empowers juvenile justice involved youth to adopt law-abiding lifestyles by offering alternatives to criminal behavior and increasing access to mental health and personal development opportunities. Every juvenile offender detained in the MRJJC has an opportunity to benefit from programming offered within the institutional component of IEA. Referrals are made by the Jefferson County Juvenile Probation Department to the Ben's Kids outreach component of IEA while youth are detained as well as during pre and post adjudication.

Additionally, IEA strategically coordinates community-based service-delivery including: case management, counseling, academic support (including tutoring sessions and book club meetings), one-on-one mentoring, youth support groups, sober support/substance abuse recovery, group counseling,

art therapy, community service projects, job training and other enrichment opportunities.

In an article of a local publication, Juvenile Court Judge Larry Thorne stated, "I serve on an advisory board for Texas juvenile probation, am I'm aware of the scarcity of funds for kids that are in trouble or close to being in trouble, and IEA is the gap filler in our community. Their success rate is incredible. They is hardly any recidivism with kids; there is nothing close to that in the state." If IEA is awarded funds, the organization plans to continue measuring its impact by tracking recidivism rates, the number of youth who successfully complete juvenile probation, the number of youth who acquire educational and employment skills, and monitoring the character qualities that are strengthen and developed in each child as a result of their participation in the programs offered.

IEA Programming Costs

IEA continues to invest in creative service-delivery for hundreds of Southeast Texas youth who are struggling socially, emotionally and academically are referred to the organization by the Jefferson County Juvenile Probation Department as well as by school districts, courts and other organizations who recognize when young people are at-risk of engaging in delinquent activities. As a cost-effective intervention option designed to counter the disadvantages of poverty, abuse, neglect, distress, academic deficiencies, fragmented support systems and risky behaviors, IEA helps juvenile justice involved youth and those who are at-risk of delinquency (including siblings of youth on probation) strengthen and develop character qualities that increase their confidence in making healthy lifestyle choices.

The resilience demonstrated by youth whose lives were marked by challenges but were able to triumph over difficult situations, as a result of caring and supportive members of our community who believed in their potential, have been supported largely by opportunities made available with funding from Jefferson County combined with other leveraged resources (including in-kind contributions, donated services, and volunteer hours). With 100% of **IEA's annual budget of $600,000** dedicated to programming offered in **Jefferson County**, the organization is seeking funding in the amount of **$200,000 to support its service-delivery and coordination of programming at Minnie Rogers Juvenile Justice Center as well as those offered through**

its Ben's Kids Outreach Program – which increases youth access to community-based support and resources**.**

Community Collaborations

IEA continues to sustain its collaborative efforts with community-based providers that offer pro-social and wellness experiences – including those offered by **the Beaumont Police Department's Cops & Kids Fitness Center (housed inside IEA's outreach facility in Beaumont – which is equipped with a boxing ring and exercise equipment), Love Yoga, Spindletop Center and Right Choice.** As a community-based provider for **the Jefferson County Juvenile Drug Court Program** and an intervention option that is highly utilized by Jefferson County Juvenile Probation, IEA continues to provide service-delivery to Jefferson County Youth with histories of disappointing and discouraging life experiences and loose or absent connections to community-based support systems (i.e., church, enrichment activities, service organizations, etc.)

IEA has been able to demonstrate a return on investment from the funding provided in past years from Jefferson County. In addition to motivating youth to achieve a high school diploma while enrolled in the organization's outreach program, IEA is providing job training opportunities that equip youth with skills that increase their marketability for employment. Although youth served at the Minnie Rogers Juvenile Justice Center benefit from IEA's services while detained, Jefferson County Juvenile Probation may refer them and their parents for continued support through IEA's outreach programs (including Ben's Kids and Parent Project).

In collaboration with Jefferson County Juvenile Probation, IEA is fortunate to have a strong coalition of partners that recognize the value of our work in transforming the lives of juvenile offenders (including Lamar University, Beaumont Independent School District, City of Beaumont, City of Port Arthur, U.S. Attorney's Office, Eastern District of Texas and Beaumont Art League).

IEA leverages its resources through building and sustaining community-based partnerships. Once clients have been introduced to personal development opportunities within IEA, they are guided toward implementing a plan for continuing to access similar services upon their completion of juvenile probation. Current partners and referral sources include, Spindletop Center, Family Services of Southeast Texas, Communities in Schools, Buckner's STAR

(Service to at-risk youth) Program, Southeast Texas Regional Planning Commission, CASA (Court Appointed Special Advocates) and Catholic Charities of Southeast Texas.

Summary

IEA is seeking funding from Jefferson County to help provide innovative intervention services for juvenile offenders detained at the Minnie Rogers Juvenile Justice Center (MRJJC) and those under supervision by the Jefferson County Juvenile Probation Department. The organization's rehabilitative strategy provides a direct economic benefit to Southeast Texas, since it helps reduce recidivism rates and the cost of detaining youth for future violations, which often lead to their incarceration as adults.

In a videotaped interview, **Mark Blanton, former Port Arthur Chief of Police stated, "IEA has given young people a way to realize their potential, to set long-term goals, and to get a sense of direction and hope they didn't have before. I'm just completely in awe of what IEA does and what its results have been."** In addition to local recognition of its value, IEA's efforts have also been featured by the Texas Public Policy Foundation in "Getting More for Less in Juvenile Justice" and a National Department of Justice article that focuses on Project Safe Neighborhoods Initiatives.

Findings from an internal analysis (conducted by the Jefferson County Juvenile Probation Department) for the purpose of assessing the impact of services offered by IEA to juvenile offenders revealed: Of the 229 juvenile offenders served by IEA over a three-year period, 79% did not have a negative outcome. A total of 17.9% would have been sent to an alternative placement or TYC had IEA not been a resource. With an average of 11 juvenile offenders per year being kept from placement as a result of IEA's comprehensive services, taxpayers have been potentially saved $188,100 per year. When factoring the cost of TYC incarceration for one juvenile offender, there is an additional expense that escalates to nearly $100,000 or more annually. Therefore, the Jefferson County Juvenile Probation Department estimates that **IEA has potentially saved Jefferson County and the State of Texas nearly $287,000 annually.**

Through our programs, juvenile offenders recognize their own value and are encouraged to change their lives. In sum, an investment of time and resources to support IEA's intervention efforts in the community is far less expensive than the costs associated with residential placement and incarceration of juvenile offenders. In recognition of the two decades that IEA has led efforts of youth advocacy and civic action to help young people Transform Hardships into Hope, **the House of Representatives of the 85th Legislature passed a resolution last year to commemorate the organization's 20th anniversary**.

IEA – Inspire, Encourage, Achieve

Project Budget

Budget Item	Description	Amount Attributed to Project Request	Amount Requested from Jefferson County	Amount Funded by Other Sources
Executive Director	Provides leadership and day-to-day oversight of IEA's operations to ensure that service-delivery and administrative tasks of the project are completed within guidelines that are consistent with achieving and/or furthering the organization's mission.	$36,000	$24,000	$12,000
Counseling & Case Management	Counseling and Case Management with transitional services that connect youth to school and community-based resources.	$41,600	$35,000	$6,600
Professional Mentors	Professional Mentors for youth served at the Minnie Rogers Juvenile Justice Center and in the Ben's Kids Outreach Program. Professional mentors also assist with coaching and training volunteer mentors.	$52,400	$20,000	$32,400
Service Coordinators	Two service coordinators (one bilingual) to assist counseling, mentoring and case management staff in providing and coordinating pro-social activities for youth and family support sessions for parents.	$63,732	$44,000	$19,732
Counseling and Consulting Services	Counseling and consulting services provided by licensed professionals. Counselors will provide individual and group counseling sessions for youth as well as for parents.	$40,000	$15,000	$25,000
Academic Support	Educational specialists to assess and evaluate academic strengths as well as challenges of youth experiencing difficulties in school; Educational coaches to work in collaboration with educational specialists to address foundational learning problems, provide specialized tutoring and facilitate academic motivation experiences that will help youth correlate their learning to specific career clusters.	$20,000	$8,000	$12,000

Budget Item	Description	Amount Attributed to Project Request	Amount Requested from Jefferson County	Amount Funded by Other Sources
Development Associate	Works closely with the executive director to provide overall leadership, program development, financial administration, fiscal reporting and management of IEA's institutional and outreach programming for juvenile offenders and their families.	$9,000	$7,000	$2,000
Project Supplies	Office supplies and materials associated with service delivery (including uniform shirts for job training)	$8,000	$2,000	$6,000
Transportation	Fuel and mileage associated with assisting youth with accessing community-based resources and support (including counseling and pro-social activities)	$12,000	$6,000	$6,000
Operating Expenses	Expenses associated with IEA's lease, utilities, facility maintenance, business insurance and other related operating costs are projected at approximately $200,000 annually. It is estimated that approximately 20% of the organization's operating expenses will be attributed to this project.	$40,000	$39,000	$1,000
	Total	**$322,732**	**$200,000**	**$122,732**

IEA – Inspire☆Encourage☆Achieve / Ben's Kids

Fact Sheet

"I thank IEA for stick with me through my struggles. It is good to have the support of people (IEA) that you can trust" ~ Ben's Kids Participant

"IEA is wonderful. They do great things for and with my child. My child loves attending IEA activities and events. She has experienced so many new activities. She cannot wait to get home to tell me about her activities" ~ Ben's Kids Parent

Mission: The mission of *Inspire, Encourage, Achieve* (IEA) is to initiate and support educational programming and rehabilitative services for at-risk youth in Southeast Texas by inspiring and encouraging them to achieve.

Two Components

* **Minnie Rogers Juvenile Justice Center (MRJJC)**: at least **250** youth impacted annually
* **Outreach**: over **75** youth impacted annually with direct services offered to youth enrolled in the organization's Ben's Kids Outreach Program, Parent Project, and Global Youth Service Activities - where additional support and resources are extended to their families through case management, referrals and parenting education/support groups.

Services Provided in Detention

* Individual and Group Counseling, including anger management and substance abuse intervention/education
* Academic Support
* Art therapy
* Yoga (in partnership with Love Yoga Studio)
* One-on-one mentoring
* Service Coordination (between IEA, court, attorneys, probation officers, parents, and schools)
* "You can change your life" Speaker Series
* Gender specific Self-Care Classes

Outreach Services

* Case management
* Individual and Group Counseling (including anger management and substance abuse intervention and education)
* One-on-one mentoring
* Academic remediation, including tutoring and literacy instruction
* Monthly group meetings with mentors and other volunteers
* Parent counseling and support
* Annual summer enrichment experiences
* Jefferson County Juvenile Drug Court Coordination
* Workforce development – Taste-O's Project (IEA coordinated job training activities with community partners)
* Access to personal development opportunities (including equestrian therapy provided by Stable Spirit and yoga classes by Love Yoga), community service at The Giving Field and other service project locations in Jefferson County, organized sports and recreational activities (including referrals to the Cops & Kids Fitness Center)

Note: Transportation is provided for youth & parents.

☆ In an effort to fuel continued progress toward productive paths, IEA annually celebrates accomplishments of **Ben's Kids** as well as the **support and involvement of their parents** at the end of the school-year. Among the presentations are awards that commend youth for **Character Qualities** they either strengthened or developed, **civic engagement/service** (including participation in a **Global Youth Service Project**) and participants of the **Taste-O's Youth Job Training Program** are applauded for the workforce readiness skills they acquire. **IEA motivates students to achieve a high school diploma while enrolled in the organization's outreach program.** Many students who complete the IEA program prior to becoming seniors in high school continue to either remain in school or enroll in an alternative education program.

☆ In 2017, IEA helped **nearly 350 youth** strengthen and develop character qualities that increased their confidence in making healthy lifestyle choices while **nearly 100 parents** actively worked with a counselor and/or other IEA team members to improve their parenting skills and develop stronger support systems. **IEA continues to have a positive impact** because of friends like you who understand how our **comprehensive service-delivery model** saves lives.

IEA
Inspire Encourage Achieve

Happy Holidays!

Thank you for being a treasured supporter of IEA. We look forward to your involvement in 2018!

---

20 YEARS *of Transforming Hardships into Hope*

IEA HONORED

Back (Left to Right): Jefferson County Juvenile Probation Chief E d Cockrell, Jefferson County Family Court Judge Randy Shelton, Sp eaker of the House Joe Strauss and IEA Founder Regina Rogers. **Front (Left to Right)**: IEA Board Member and Representative Joe Deshotel, IEA Executive Director Angeliqueca Avery, Jefferson County Family Court Judge Larry Thorne and Representative Dade Phelan.

On April 11th 2017, in recognition of the two decades that IEA has led efforts of youth advocacy and civic action to help young people "Transform Hardships into Hope," the **House of Representatives of the 85th Legislature passed a resolution this year to commemorate the organization's 20th anniversary.**

Special thanks to Representative Dade Phelan for sponsoring the bill. IEA is appreciative of **Representatives Phelan and Deshotel** for their support and continued **concern for improving the lives of children**, particularly those whose lives have intersected with the **juvenile justice system.**

Learn More

2017 Global Youth Service Day

On Friday, April 28th, The Ballroom of Holiday Inn & Suites, Beaumont Plaza was dressed to dazzle in preparation for The Arc Celebrity Style Show. In partnership with the Arc of Greater Beaumont, IEA youth participated in the event as a part of this year's Global Youth Service Project.

To learn more about IEA's youth participation during this year's Global Youth Service Day, click the button below.

Learn More

Camp Bright Star at Lamar University

During this year's **Camp Bright Star**, scholars had the opportunity to participate in

Awards & Recognition Program

Featured above: IEA Board Member and Sponsor Linda Domino, Sponsors Shirlene Cook of Delta Sigma Theta

weekly field trips, enrichment sessions and recreational activities that **enhanced** their **social-emotional maturity** through planned experiences and support.

Lamar University's Department of Sociology , Social Work and Criminal Justice, Spindletop-Gladys City Boomtown Museum, The Center for Innovation, Commercialization and Entrepreneurship (CICE), and Lamar Institute of Technology (LIT) were all instrumental in the program's success.

To learn more about what occured during Camp Bright Star, follow the link below.

Camp Bright Star

Alumnae Chapter and Karen & Mike Fuljenz

IEA's Awards & Recognition Ceremony was held on June 13th of this year with **guest speaker, Joseph Agris, DDS, MD** giving a compelling speech for the youth with the parting words: "Regiment your life and don't put off what you know you need to do. You always need a goal, a schedule, and hard work, and you will succeed." Among those in attendance to celebrate the accomplishments of Ben's Kids were **parents, dedicated volunteers, community leaders and caring sponsors.**

Awards

Join us in providing hope and healing!

This holiday season, your gift can help IEA respond to the needs of vulnerable youth whose lives have been challenged by hardships and disappointments. Your sensitivity, compassion and generosity allow IEA to offer comprehensive services to Southeast Texas youth.

Best wishes for a warm holiday season!

Donate

Sponsors

IEA extends a heartfelt thank you to longtime **IEA board member Carl Griffith and Lori Ryerkerk** for requesting donations to IEA in lieu of their wedding gifts.

Please click below for a full list of other IEA supporters (as of print deadline). We are grateful for their continued endorsement and encouragement of our efforts!

Sponsors

TESTIMONIALS!

As an **illustration of IEA's work and impact**, many youth who complete the program exit the juvenile justice system and become **productive citizens.**

BOARD OF DIRECTORS

Board Members

Officers

Kevin J. Roy, DBA.....President
Gilbert I. Low.....Vice-President
Linda Dunlop.....Secretary
Megan Cullen.....Treasurer

IEA is fortunate to have a board **committed** to the organization's efforts of **helping young people**

Here are two testimonials from women, **Jessica Mondragon** and **Bethany Henry**, whose lives have been impacted positively by IEA's efforts.

Testimonials

achieve dignity and respect through knowledge, compassion, understanding and love. Click the link below for a full list of **outstanding individuals** who serve on IEA's board.

Board of Directors

Connect with us

Department Detention Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 30-84 MINOR EQUIPMENT (List out any equipment under $5,000. Do not list any computers here even if under $5,000. List all computers in 60-02 Computer Equipment under the Capital Outlay section.)

Item Description	Item Cost
10 - Kenwood TK-3360-UHF Portable Radio @ $350 each	$3,500.00
5 - Employee Recognition Plaques @ $50 each	$250.00
2 - Employee Recognition Plaques @ $105 each	$210.00
2 - Industrial Fans @ $345 each	$690.00
3 - Air Movers @ $199 each	$597.00
2 - Moduform Sofas @ $1,265 each	$2,530.00
Total Requested	$7,777,00

United Communications Inc.
5615 College St. / Beaumont, TX 77707
Phone - (409) 842-3790 / Fax – (409) 842-1991
Lindasterling1@yahoo.com

April 23, 2018

Jefferson County Juvenile
Hwy. 69 South
Beaumont, Texas

Attn: Steve Jacoby

Dear Mr. Jacoby,

This is the pricing, which you requested, for the Kenwood TK-3360 UHF Portable Radios.

	Each	Total
10 – Kenwood TK-3360-LKVP UHF Portable Belt Clips, Desk Chargers and Programming.	$350.00	$3500.00

Total Purchase Price **$3500.00**

If you have any questions about this quote, or any other type of Mobile Communication needs, Please don't hesitate to give me a call.

Thanks,

Linda Sterling

FREE PARCEL SHIPPING WITH MYLOWE'S. GET STARTED >

Open until 10PM!
Beaumont Lowe's

Prices, promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

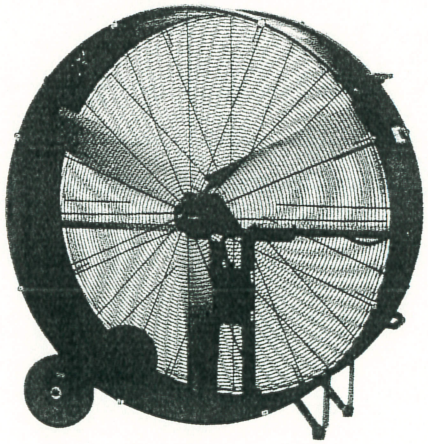
Item # 416732 **Model #** SFDC-1050FB

Utilitech Pro 42-in 2-Speed High Velocity Fan

35 Ratings
4.0 Average

86%
Recommend this product

Community Q&A
View Now



$345.00

- Convenient handles offer greater portability
- 8-in wheels for easy movement
- Powerful motor and high efficient blades make large air flow

Lowe's Extended Protection Plans

4 YEAR: $79.97
3 YEAR: $49.97

LOWE'S

FREE Store Pickup

- 7 available today at Beaumont Lowe's!

Aisle 17 , **Bay** 2

Delivery

- Delivery available

Get 5% OFF* Every Day

Subject to credit approval. Exclusions apply. Cannot be combined with Special Financing.

Get Details >

Product Information

FREE PARCEL SHIPPING WITH MYLOWE'S. GET STARTED >

LOWE'S

Open until 10PM!
Beaumont Lowe's

Prices, promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

Item # 579299 **Model #** 1030211

Shop-Vac 22-in 3-Speed Air Mover Fan

3 Ratings
4.5 Average

100%
Recommend this product

Community Q&A
View Now

$199.00

- Collapsible carriage handle and rear wheels for portability
- 3-speed control and 3-positions for drying floors, walls or ceilings
- Top carrying handle for lifting

Lowe's Replacement Plans

1 YEAR: $19.97
2 YEAR: $24.97

FREE Store Pickup

Unavailable for Pickup at Beaumont Lowe's

Shipping & Delivery

Available!

Date: 4/25/2018

ATT: Dennis Copeland
Jefferson County Juvenile Probation;

Beaumont, TX 77705

409-722-7474
409-722-1125 fax

FROM: TIM GANDRE
TG+ALLIANCES
P.O. BOX 1199
KATY, TX 77492

281-391-3080 v/f
281-635-6892 c
tgandre@tg-alliance.com

MODUFORM
172 INDUSTRIAL BLVD
FITCHBURG, MA 01420

800-221-6638
978-345-0188 Fax

RE:

QTY	STOCK #	DESCRIPTION	NET $@	EXTENSION
4	520-10-318	Settee/Sofa, 54x30x30x16"SH Grade 7 Rotomold Vinyl - 318 Burgundy	$ 1,265.40	$ 5,061.60

	Total NET:	$ 5,061.60
Dock Delivery	Freight:	$ 630.00
		$ 5,691.60

Receiving and Installation NOT Included
Pricing Firm for 30 days

Department Detention Please list all items in order of priority. Use additional pages if necessary.

CAPITAL OUTLAY (List any equipment over $5,000 plus all computers. Please indicate whether the equipment is a new item or will be a replacement for old equipment. Commissioners' Court will closely scrutinize any Capital Outlay requests, so please provide full written justification for each item requested.)

Item Description	Item Cost
Total Requested	0

AGENDA ITEM **June 18, 2018**

Consider, possibly approve and authorize the County Judge to execute:

1. Annual Maintenance Contract Cancellation with FORMAX; and
2. New Service Agreement between Jefferson County and FORMAX.

FORMAX®

1 Education Way • Dover, NH 03820 USA
Phone: 800-232-5535 • Fax: 603-743-6366
www.formax.com

ANNUAL MAINTENANCE CONTRACT CANCELLATION REQUEST

CUSTOMER: JEFFERSON COUNTY MIS **CUSTOMER#** _____

Model: FD2002IL **Serial#:** I1412650 **Invoice#:** 62445

REASON FOR CANCELLATION: *A reason must be provided to ensure discontinuation of billing*

(If you double click on the check box – a box will appear to mark it checked.)

☐ **No Longer Using Equipment** *** REQUIRED: Check box for reason of discontinued use***

- ☐ Automated our process electronically
- ☐ Outsourced this function
- ☐ Acquired new machine: ☐ FORMAX ☐ OTHER _____

If you are no longer using your equipment would you be interested in seeing if you qualify for our buy-back program?

☐ Yes ☐ No If yes- please provide the best email address to send information: _____

☐ **Disposed of equipment**

☐ **Sold equipment –**

If sold, would you be willing to supply us with the new user's contact information? ☐ Yes ☐ No

Company Name: _____ **Phone Number:** _____

Contact Name: _____ **Email:** _____

☐ **Price of the contract** Would you be interested in learning about other programs/pricing? ☐ Yes ☐ No

If yes- please provide the best email address to send information: _____

☐ **Now using** _____ **to provide our service**

Please note only certified service providers have access to Formax machine parts and technical support

☒ **OTHER (***REQUIRED***Please describe): Required printer quit working. We currently have a FD2030 that we will continue to use for our process**

ADDITIONAL COMMENTS/ FEEDBACK:

CUSTOMER SIGNATURE	PRINTED NAME	TITLE	DATE
[signature]	JEFF BRADECK	County Judge	6/18/18

If you have any questions, concerns or wish to reinstate coverage at any time, please do not hesitate to contact me.

Sincerely,

Sue Crouch

Sue Crouch/Collections I T: 800-232-5535 Ext. 24

PLEASE RETURN TO *Sue Crouch*

or

BY EMAIL: SCROUCH@FORMAX.COM **BY FAX:** 603-743-6366

FORMAX®
1 Education Way • Dover, NH 03820 USA
Phone: 800-232-5535 • Fax: 603-743-6366
www.formax.com

Valid for 30 days from date of Quote

JEFFERSON COUNTY MS FD2030

DESCRIPTION OF MACHINE	MODEL NO.	SERIAL NO.	RATE FOR 1 YEAR	INSPECTIONS PER YR.
MEDIUM VOLUME DESKTOP FOLDER/SEALER	FD2030	GG11034	$1,190.00	2
INITIAL VISIT FEE WAIVED				
		SUBTOTAL	$1,190.00	
		TAX %	$0	
		TOTAL	$1,190.00	2

SERVICE AGREEMENT

Contract includes travel and labor costs for the initial service repair visit to bring your equipment up to contract condition. **Any parts necessary within the initial 30 days of the contract will be billed directly to the customer upon completion of the visit.**

All parts, labor and travel costs will be covered under this portion of the contract at no additional cost to the customer and up to **(2)** scheduled preventative maintenance necessary to repair the product within normal business hours of 8:00AM to 5:00PM. Preventative Maintenance visits should be scheduled by the service provider; however calls can also be scheduled by the customer directly.

Contract customers will receive a **One Business Day** priority response when service calls are placed during normal business hours of 8:00AM to 5:00PM.

The terms of this agreement will be initiated upon delivery of payment.

All Maintenance contracts are bound by the "Standard Maintenance Contract Terms" attached, and will not go into effect until payment is received in advance.

Signature_____ Date 6/18/18
Please fax a Tax Exempt Certificate if applicable

Purchase Order # _____
(Physical PO Needs to Be Submitted Along with PO Number)

Fax signed form to 603-743-6366 Attn: Lindsey Grassey or email to Lgrassey@formax.com.

Sincerely,

Lindsey Grassey
Formax Contract Sales Associate
800-232-5535 Ext.15

FORMAX®
1 Education Way • Dover, NH 03820 USA
Phone: 800-232-5535 • Fax: 603-743-6366
www.formax.com

Standard Maintenance Contract Terms

All services made by Formax. ("Formax") to its customers ("Customer") are subject to these Standard Maintenance Agreement Terms ("Terms").

1. **Agreement Terms and Termination**
The initial period of these Terms commences on the Service Start Date and concludes on the Expiration Date specified in the Maintenance Agreement ("MA") with automatic renewal of successive one-year terms that can be terminated by either party upon thirty days written notice. Maintenance service for equipment added after the start of the term continues for the remainder of the term.

2. **Charges**
2.1 Invoicing and Terms of Payment: Formax invoices all annual charges in advance and Customer's payment is due prior to the Renewal Date or Service Start Date.
2.2 If the Customer's usage of the equipment changes, the price will change accordingly where applicable. Equipment used for multiple shift (more than eight hours per day) operation may be subject to an additional charge. The MA will be re-billed immediately at the prorated amount.
2.3 Renewals will be available at the then current prices and terms, as long as an MA is available. All Renewals are subjected to a 3-5% increase each year.
2.4 Inspection/Repair Charges: Equipment for which the Manufacturer's product warranty has expired more than thirty days prior to the Acceptance Date hereof is subject to inspection and repairs, in accordance with Formax's then current policies and charges, prior to the commencement of maintenance service.
2.5 Agreement assumes that the equipment is functioning and in good operating condition. Any parts necessary within the first 30 days of the contract, or otherwise not covered under the contract, will be billable to the customer at the current rate upon completion of the visit.
2.6 If your organization requires significant documentation for renewal of the agreement or vendor set up, there will be a $150.00 processing charge.

3. **Contracts**
3.1 Warranty and extended warranty contracts are available with a variety of response times. All contracts include interim repairs and cover all parts and labor charges, excluding consumables and/or accessories as specified on the contract.
3.2 All contracts require that customer certifies equipment is in working condition prior to commencing contract. See Item 2.4. The customer is responsible for the cost of any parts needed to repair the equipment within the first thirty days of the MA.
3.3 Shredder and Cutter Contracts exclude travel and labor coverage on all service issues related to cutting blades, spacers, shafts, bearings, gears & all other components that comprise and attach to the cutting head assembly- parts are excluded after manufacturer's original warranty.
3.4 The Customer is responsible for securing their network during any software service repairs where a technician is required to remote into the Customer's computer.

4. **General Maintenance Service Conditions**
4.1 All equipment, parts and materials exchanged due to maintenance service will become the property of Formax at no charge. The Customer warrants that as of the date of exchange, Formax is the lawful owner of the exchanged item. All rights, titles, and interests therein are transferred to Formax free and clear of all liens and encumbrances.
4.2 Customer Preventive Maintenance Responsibility: The Customer will use and service the specified equipment in such a manner specified in the documentation and instructions applicable to the specified equipment. Consumables and supplies must meet the requirements of the Manufacturer.
4.3 Proprietary Information, Maintenance Tools and Equipment: Formax Maintenance Materials include all maintenance equipment, tests, diagnostic, and verification information and routines, tools and documentation whether on Formax or Customer owned media and whether on Customer's site or accessible by remote inquiry or incorporated in the equipment. All Formax's Maintenance Materials are the property of Formax. The Customer will secure and protect all confidential and proprietary items consistent with the rights therein.
4.4 "Fix or Replace" Option: If Formax chooses to replace customer's equipment, Formax will replace the equipment with a comparable unit. The replacement unit will inherit the existing unit's warranty or contract with no change in original expiration date.

4.5 Maintenance Service Exclusions:

A. Formax is not liable for any failure or delay due to any cause beyond its control and has no obligation arising out of the abnormal use of any item, site conditions not conforming to applicable Manufacturer specifications, or any causes external to any item, including but not limited to acts of God, fire or water damage, criminal conduct, neglect, acts of war, riots, strikes, lighting, electrical disturbances, earthquakes, or other similar causes. Any service that is outside the scope of these Terms may be provided, as available, in accordance with Formax's then current terms, conditions and charges.

B. Any service not specified herein including overhaul or refurbishment of the equipment due to age or prolonged usage

FORMAX®
1 Education Way • Dover, NH 03820 USA
Phone: 800-232-5535 • Fax: 603-743-6366
www.formax.com

is outside the scope of these Terms.

C. Formax is not liable to the Customer for any loss, damage or equipment problems arising from:
1. The Customer's failure to comply with any Customer designated responsibilities, including providing and proper care of equipment consumables or expendables, or Customer's abuse, misuse, or shipment of equipment.
2. The attachment of devices not maintained hereunder, relocation of equipment or the alteration, adjustment, repair or de-installation/re-installation of any equipment by anyone other than a Formax-authorized service representative.

D. Any equipment involved in such activity is subject to inspection at Formax's then current terms, conditions and charges prior to the continuation of maintenance services and Formax reserves the right to terminate maintenance service for the affected equipment upon thirty days written notice.

E. Any upgrades, re-fitting, or changes of design are excluded from contractual liability. These changes include, but are not limited to, electronic or mechanical changes. Such changes are eligible for Formax's then current charges even if the changes are recommended by an associate of Formax, the Manufacturer, or any other technical authority on the specified equipment.

F. Any failure, which includes, but is not limited to, the inability to operate, incorrect configurations or incorrect cabling of any peripheral device such as host computer systems, modems, print buffers, data cables, etc. are excluded from contractual liability. Any correction to the above can be provided at Formax's current charges unless otherwise specified.

G. Recurring service calls due to simple operator adjustments, environment issues such as humidity being high/low or excessive static on the forms, can be charged to the customer for labor and travel reimbursement after prior written warning of the specific issue provided to Formax. Such written warning will notify the customer of potential future charges if service calls are placed for the same specified reasons.

H. Contract excludes parts and labor coverage on all service issues related to cutting blades, spacers, shafts, bearings, gears & all other components that comprise and attach to the cutting head assembly. Agreement assumes that the equipment is functioning and in good operating condition. Any parts not covered under the contract will be billable to the customer at the current rate upon completion of the visit. Maintenance contracts are bound by the "Standard Maintenance Contract Terms"

4.6 The Customer is to pay Formax's then current charges for service due to any of the above exclusions.

5. **Limitation of Remedy**

5.1 Formax and Customer are not liable for any indirect, special or consequential damages or lost profits to anyone arising out of these Terms or the use of maintenance service, documentation or maintenance materials.

5.2 No other warranty, expressed or implied, shall apply to the parts and services provided under these Terms, including any warranty of merchantability or fitness for a particular purpose, which are expressly disclaimed. In no event will Formax be liable for any special, direct, indirect, incidental or consequential damages of any kind, including without limitation, loss of use, loss of data, loss of profits or liabilities to third parties, however caused; whether by negligence of Formax or otherwise. In no event will Formax's liability exceed the annual price per unit paid by customer under these Terms.

6. **General**

6.1 At any time during the contract period that Formax is unable to obtain repair parts for a down unit because the parts are obsolete or no longer available from the Manufacturer, the MA will be terminated. Formax will refund the prorated balance of the MA price from that date.

6.2 All orders are subject to acceptance by Formax and fulfillment of Formax's credit requirements.

6.3 Any notice or other communication permitted or required by Customer are to be sent by first class mail to Formax.

6.4 Formax's obligations under these Terms are limited to its service coverage area.

6.5 Formax may assign these Terms in whole or part to any third party service provider without the prior consent of the Customer. Formax may assign all or part of the payments to the extent that Formax's obligations to Customer are not affected.

Texas law shall exclusively apply to the MA without reference to any conflicts of law theory or argument. Venue and jurisdiction for all disputes between the Parties will be exclusively in State District Court, Jefferson County, Texas, or Federal District Court for the Eastern District of Texas, Beaumont Division, and none other. The Parties shall have the right to appeal the District Court's ruling."

Signed: FORMAX

By Representative: Lindsey Grassey

At: 1 Education Way Dover, NH 03820

Approved: FORMAX

By:

Title: Maintenance Contract Sales Associate

Phone: (800) 232-5535 Ext 15

Customer:

Address:

City: State:

P.O. #

By:

Title: County Judge

Effective Date:

FORMAX®
1 Education Way • Dover, NH 03820 USA
Phone: 800-232-5535 • Fax: 603-743-6366
www.formax.com

CUSTOMER CONTACT INFORMATION

COMPANY: Jefferson County **Serial #:** GG11034

EQUIPMENT ADDRESS:

1149 Pearl St
Suite 600
Beaumont, TX 77701

NAME OF USER: Andrae Thierry

PHONE: (409)835-8447

EMAIL: athierry@co.jefferson.tx.us

BILLING ADDRESS:

1149 Pearl St
Suite 600
Beaumont, TX 77701

ACCOUNTS PAYABLE:

NAME: Fran Lee

PHONE: (409)835-8500

EMAIL: flee@co.jefferson.tx.us

ACCOUNTING MANAGER:

NAME: Fran Lee

PHONE: (409)835-8500

EMAIL: flee@co.jefferson.tx.us

PLEASE RETURN TO: SUE CROUCH at SCROUCH@Formax.com

FORMAX, INC.
1 EDUCATION WAY
DOVER, NH 03820

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 18th day of June, 2018, on motion made by Everette Alfred Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following RESOLUTION was adopted:

WHEREAS, *MICHELLE HOBBS*, has devoted 21 years of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, *MICHELLE HOBBS,* has dedicated her talents and valuable services as an Administrative Secretary in the District Attorney's Office; and

WHEREAS, *MICHELLE HOBBS,* known for her high standards of professionalism and personal integrity, won the respect of her colleagues, elected officials and other county employees; and

WHEREAS, having made a significant contribution to the Jefferson County District Attorney's Office ***MICHELLE HOBBS***, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by her friends and co-workers.

NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas, does hereby honor and commend ***MICHELLE HOBBS*** for her dedicated service as an employee of Jefferson County and wishes her well in her retirement.

SIGNED this 14th day of June, 2018.

JUDGE JEFF R. BRANICK
County Judge

EDDIE ARNOLD
Commissioner, Precinct No. 1

ABSENT
MICHEAL S. SINEGAL
Commissioner, Precinct No. 3

BRENT A. WEAVER
Commissioner, Precinct No. 2

EVERETTE D. ALFRED
Commissioner, Precinct No. 4

Special, June 18, 2018

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 18, 2018